

Exhibit 1

DULUTH GRASSY POINT TRAIL EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is entered into this _____ day of _____, 20_____, by and between VERSO MINNESOTA WISCONSIN LLC, a limited liability company under the laws of the State of Delaware (“Grantor”), and the CITY OF DULUTH, a Minnesota municipal corporation (“City”).

1. **Grant of Easement.** Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to City, its successors and assigns, a perpetual, non-exclusive easement (“Easement”) for public recreational, walkway, and trail purposes under, over, upon, across and along that portion of Grantor’s property legally described on the attached Exhibit A (the “Easement Area”). The Easement Area is depicted on the attached Exhibit B.
2. **Construction, Repair and Maintenance.** Grantor and City agree as follows:
 - a. City, its contractors, agents and employees may enter the Easement Area at all reasonable times for the purposes of locating, constructing, operating, maintaining, repairing, replacing and monitoring a multi-use recreational trail within the Easement Area.
 - b. City, its contractors, agents and employees may construct erosion control structures necessary to maintain a clear, dry passage through the Easement Area, including the right to install, maintain, repair and replace waterbars, steps, and other trail surface structures, as well as culverts as necessary to traverse surface waters within the Easement Area.
 - c. City, its contractors, agents and employees may add, remove, cut, trim, or remove from the Easement Area bituminous material, bark, sand, stones, boards, grass, trees, shrubs, other vegetation, or other landscaping in City’s discretion.
 - d. Grantor shall have no obligation or duty to construct, maintain, repair or replace any improvements or vegetation in the Easement Area.
3. **Indemnity.** Except to the extent attributable to the negligence or intentional misconduct of Grantor, City shall indemnify, defend and hold harmless Grantor from any and all losses, claims, demands, costs, expenses, damages, actions or causes of action, arising out of or related to the use of the Easement Area by City, its contractors, agents, and employees and the public, including, without limitation, claims for personal injury or property damage, subject to the cap on municipal tort liability under Minnesota Statutes Section 466.04.
4. **Severability.** If any term, provision or condition contained in this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
6. Amendment. This Agreement may be amended only in writing, signed by both of the parties hereto and recorded in the real estate records in St. Louis County, Minnesota.
7. Binding Effect. This Agreement and each and every covenant, agreement, and other provision hereof shall inure to the benefit of and be binding upon the each of parties hereto and their respective successors and assigns. The Easement shall be perpetual and the Easement and all other rights granted in this Agreement shall run with the land.
8. Title and Authority. Grantor warrants that it is the owner in fee simple of the Easement Area and the individuals executing this Agreement on behalf of Grantor have the present full authority and power to execute this Agreement without permission from any other party, court, tribunal or trustee. This Agreement has been duly authorized, executed and delivered by Grantor and is a valid and binding obligation of Grantor.
9. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and attorneys' fees, costs, disbursements, or losses resulting from any claims, actions, suits or proceedings relating to a release or threat of release of any hazardous substances, pollutants, or contaminants (i) that may have existed on, or relate to the Easement Area prior to the date of this Agreement, or (ii) placed on the Easement Area by a party other than City or its contractors, agents or employees, or (iii) loss or damage resulting from the acts or failure to act of Grantor, Grantor's employees, agents or contractors.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.

GRANTOR:

By: _____

Its: _____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me this ___ day of _____, 20____ by _____ the _____ of VERSO MINNESOTA WISCONSIN LLC, a limited liability company under the laws of the State of Delaware, on behalf of said limited liability company.

Notary Public

GRANTEE:

CITY OF DULUTH

By: _____
Emily Larson, Mayor

Attest: _____
Chelsea Helmer, City Clerk

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

This instrument was acknowledged before me this ____ day of _____, 20____, by Emily Larson and Chelsea Helmer, Mayor and City Clerk, respectively, of the City of Duluth, a Minnesota municipal corporation, on behalf of said corporation.

Notary Public

This instrument was drafted by:
Office of the City Attorney
Room 410 City Hall
411 West 1st Street
Duluth, MN 55802-1198

EXHIBIT A

That part of Lot 3, Block 1, LAKE SUPERIOR PAPER DIVISION, according to the recorded plat thereof, Saint Louis County, Minnesota, lying within the following described figure:

Commencing at an Iron Pin in Monument Box at the centerline intersection of Main Street and N 56th Avenue West (First Ave. W. per WEST DULUTH FIRST DIVISION, according to the recorded plat thereof, Saint Louis County, Minnesota), thence North 89 degrees 55 minutes 22 seconds East, along the centerline of Main Street a distance of 379.19 feet to the west line of said Lot 3, Block 1, LAKE SUPERIOR PAPER DIVISION; thence South 00 degrees 04 minutes 38 seconds East, along said west line a distance of 472.56 feet to the south line of said Lot 3 and the centerline of vacated Polk Street; thence North 89 degrees 55 minutes 22 seconds East along said line a distance of 193.25 feet; thence South 45 degrees 33 minutes 34 seconds West a distance of 11.99 feet to the south line of the main track of the Northern Pacific Railway Company (a.k.a. Northern Pacific Spur Track No. 1); thence continuing South 45 degrees 33 minutes 34 seconds West a distance of 25.65 feet to a point hereinafter known as "Point A"; thence South 51 degrees 05 minutes 06 seconds East a distance of 108.40 feet; thence South 63 degrees 11 minutes 07 seconds East a distance of 62.14 feet to the centerline of vacated 54th Ave. West (Broadway Ave. per plat) and POINT OF BEGINNING; thence South 62 degrees 23 minutes 29 seconds East a distance of 232.86 feet; thence South 60 degrees 44 minutes 00 seconds East a distance of 156.48 feet; thence South 36 degrees 48 minutes 58 seconds East a distance of 98.06 feet; thence South 34 degrees 25 minutes 26 seconds East a distance of 112.60 feet to the southerly line of said Lot 3 and northerly right of way line of Waseca Industrial Road, and the beginning of a non-tangential curve having a chord bearing of North 63 degrees 16 minutes 44 seconds West, a chord length of 62.80 feet; a radius of 1233.87 feet, and a central angle of 02 degrees 55 minutes 00 seconds; thence northwesterly along said curve and right of way line a distance of 62.81 feet; thence North 37 degrees 13 minutes 49 seconds West a distance of 147.35 feet; thence North 58 degrees 50 minutes 59 seconds West a distance of 373.91 feet to the west line of said Lot 3; thence North 00 degrees 04 minutes 54 seconds West a distance of 16.82 feet to the Point of Beginning and there terminating.

TOGETHER WITH

A parcel of land being part of Lot 1, Block 50, Lot 1, Block 51, and vacated Polk Street (platted First St. S.), all as depicted upon the recorded plat of WEST DULUTH FIRST DIVISION, Saint Louis County, Minnesota, and part of the former main track of the Northern Pacific Railway Company (a.k.a. Northern Pacific Spur Track No. 1), said parcel of land being located and bounded as follows: South of the centerline of said vacated Polk Street; north of the south line of the said main track of the Northern Pacific Railway Company (a.k.a. Northern Pacific Spur Track No. 1), east of the east line of Central Ave., and west of the following described line:

Commencing at said "Point A", thence North 51 degrees 05 minutes 06 seconds West a distance of 28.97 feet to the said south line of the main track of the Northern Pacific Railway Company (a.k.a. Northern Pacific Spur Track No. 1) and POINT OF BEGINNING; thence continuing North 51 degrees 05 minutes 06 seconds West a distance of 12.86 feet to the said centerline of vacated Polk Street and there terminating.

EXHIBIT A

CERTIFICATION


I hereby certify that this survey, plan, 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.

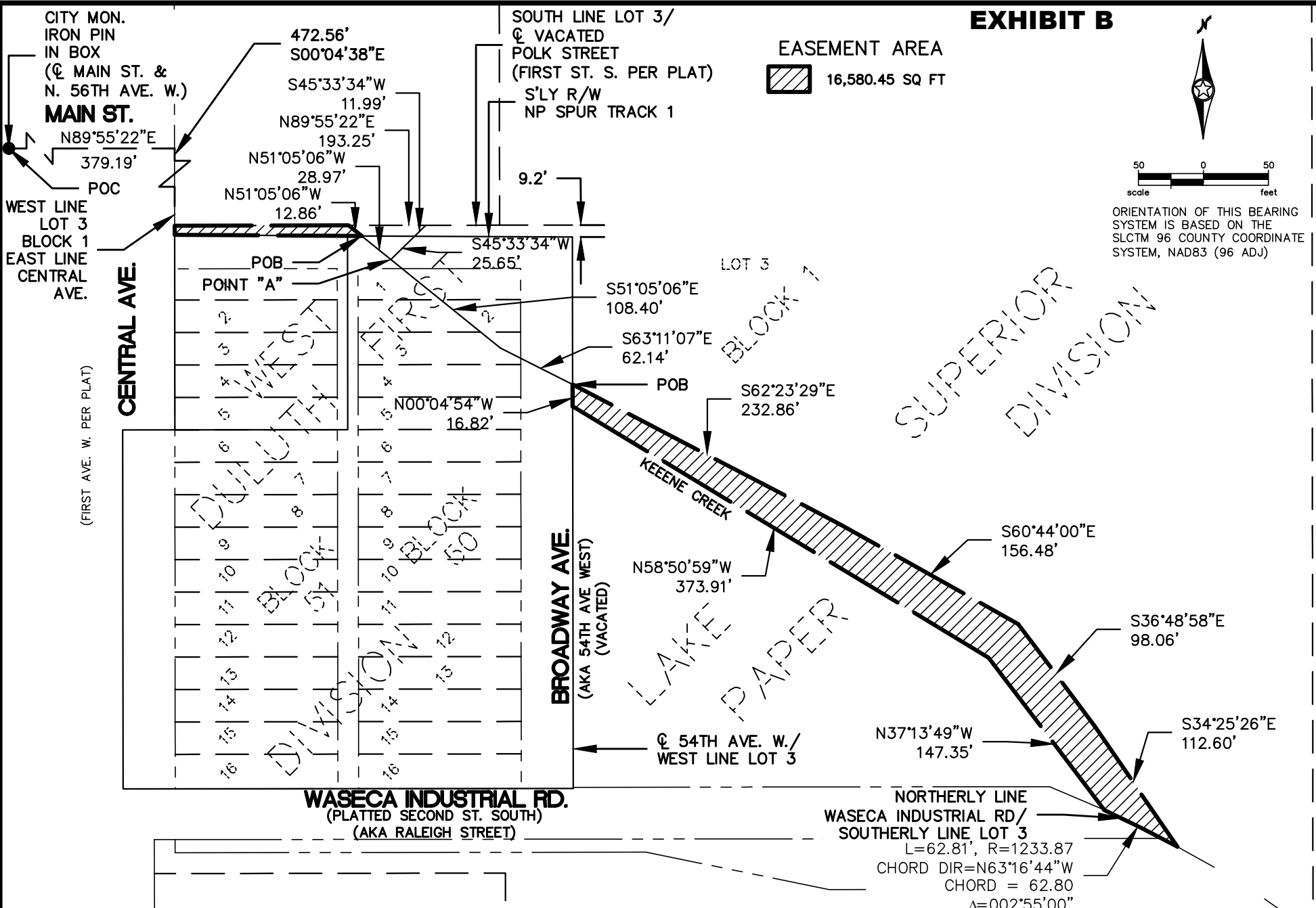
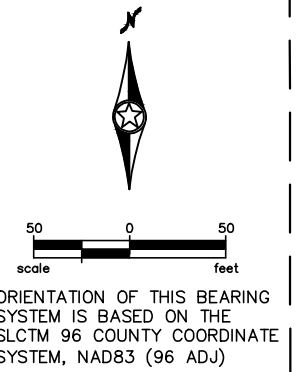


Chris A. Larsen, PLS
Minnesota License No. 45848

November 20, 2019
Date

EXHIBIT B


EASEMENT AREA
 16,580.45 SQ FT



s:\AE\D\DLUT\109680\9-survey\CAD\grossy\point easement (Verso).dwg 12/9/2019 10:29 AM clarsen

DRAWN BY: ACO
 CHECKED BY: CAL
 SURVEYED BY: N/A

I hereby certify that this survey, plan, 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.

Signature:  Lic. No. 45848
 Printed Name: CHRIS A. LARSEN Date: 10/16/2019

PHONE: 218.279.3000
 418 W SUPERIOR ST
 STE 200
 DULUTH, MN
 55802-1512
 www.sehinc.com

SEH

NO.	BY	DATE	REVISIONS

VERSO CORPORATION
DULUTH, MINNESOTA

I hereby certify that this exhibit has been checked and approved this _____ day of _____, 20____.

Signature: _____
 City Engineer

Printed Name: _____ Date: _____

FILE NO.
 DULUT 109680

DATE
 10/16/19

SHEET
 1 OF 1