

EXHIBIT 1

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN CITY OF DULUTH AND HARTLEY HILLS LAND DEVELOPMENT, LLC

WHEREAS, this FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “First Amendment”) is entered into by and between the CITY OF DULUTH, a municipal corporation and political subdivision under the laws of the State of Minnesota (“City”) and the HARTLEY HILLS LAND DEVELOPMENT, LLC, a Minnesota limited liability company (“Developer”). City and Developer are referred to in this Agreement collectively as the “Parties.”

WHEREAS, the Parties entered into a Development Agreement dated December 22, 2020 relating to real property replatted by Developer as FIRST REARRANGEMENT OF HARTLEY HILLS FOURTH ADDITION (the “Plat”), and located in St. Louis County, Minnesota (the “Development Agreement”). The Development Agreement was registered in the Office of the St. Louis County Registrar of Titles on January 21, 2021 as Document No. 1035421 and the Plat was registered in the Office of the St. Louis County Registrar of Titles on October 30, 2020 as Document No. 1031274.

WHEREAS, the Development Agreement requires Developer to convey Outlot A in the Plat (“Outlot A”), to City for storm water management, but City has determined that it does not need Outlot A for storm water management.

WHEREAS, City desires an additional utility easement over land located in the Plat and owned by Developer.

WHEREAS, City and Developer have agreed to modify certain requirements in the Development Agreement relating to the creation of certain easements for pedestrian trails within the Plat.

WHEREAS, the Parties desire to amend the Development Agreement with this First Amendment in order to address the issues outlined in the recitals above.

NOW, THEREFORE, City and Developer agree to amend the Development Agreement as follows:

1. Exhibit C of the Development Agreement is amended and completely replaced with the attached Exhibit C.

2. Paragraph 7 of the Development Agreement is amended and completely replaced with the following paragraph 7:

7. *Dedication and Delivery of Easements. Developer shall dedicate to City in trust for the general public all easements for streets, sidewalks, storm water management, and utilities as shown on the Plat. On or before November 15, 2025,*

Developer shall execute and deliver (with original signatures) to City: (i) a utility easement substantially in the form attached as Exhibit D (the "Utility Easement") and (ii) a recreational trail easement agreement substantially in the form attached as Exhibit E (the "Trail Easement"). On or before June 30, 2026, Developer shall obtain and deliver to City properly executed and notarized originals of the easement agreements attached as Exhibit F and Exhibit G (collectively, the "Additional Trail Easements") free and clear of all mortgages, liens and encumbrances. City shall record the Utility Easement, the Trail Easement and the Additional Trail Easements in the Office of the St. Louis County Registrar of Titles at City's expense. Developer warrants and represents to City that it has marketable fee title to the Property free and clear of all mortgages, liens and other encumbrances and that it has the right to convey said property and to dedicate the easements (not including the Additional Trail Easements) to City free and clear of any encumbrances or shall have established to the satisfaction of the Director, in the exercise of their sole discretion, that Developer has the right to convey and dedicate such interests.

2. Except as specifically amended pursuant to this First Amendment, the Development Agreement remains in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Development Agreement, the provisions of this Development Agreement shall govern. Capitalized terms used but not defined in this First Amendment shall have the same meanings ascribed to them as in the Development Agreement.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and date first shown below.

CITY OF DULUTH

By: _____
Mayor

By: _____
City Clerk

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

This instrument was acknowledged before me on _____, 2025, by Roger J. Reinert, Mayor of the City of Duluth, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota.

Notary Public

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

This instrument was acknowledged before me on _____, 2025, by Alyssa Denham, City Clerk of the City of Duluth, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota.

Notary Public

HARTLEY HILLS LAND DEVELOPMENT, LLC

By: _____

Its: _____

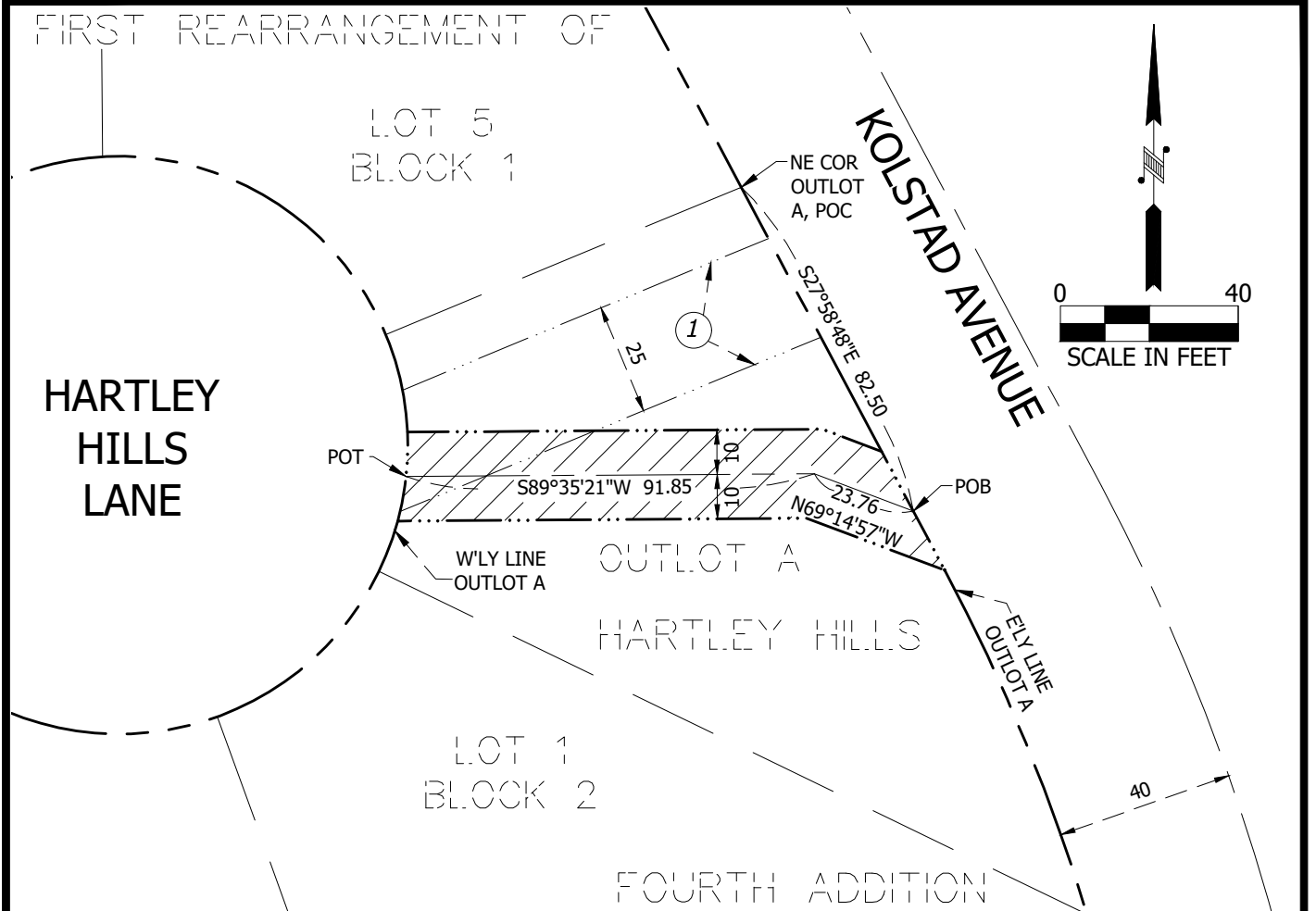
STATE OF MINNESOTA)
) SS
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____ of Hartley Hills Land Development, LLC, a Minnesota limited liability company.

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 C



LEGAL DESCRIPTION OF EASEMENT

A 20-foot-wide easement lying over, under and across part of Outlot A, FIRST REARRANGEMENT OF HARTLEY HILLS FOURTH ADDITION, according to the recorded plat thereof, St. Louis County, Minnesota, the centerline of said easement is described as follows: Commencing at the Northeast corner of said Outlot A; thence on an assumed bearing of South 27 degrees 58 minutes 48 seconds East, along the Easterly line of said Outlot A 82.50 feet to the point of beginning of said easement centerline; thence North 69 degrees 14 minutes 57 seconds West 23.76 feet; thence South 89 degrees 35 minutes 21 seconds West 91.85 feet to the Westerly line of said Outlot A and there terminating. The sidelines of said easement shall be prolonged or shortened to terminate on the Easterly and Westerly lines of said Outlot A. A. Said easement contains 2,316 square feet or 0.05 acres.

LEGEND

POC-POINT OF COMMENCEMENT
POB-POINT OF BEGINNING
POT-POINT OF TERMINATION
--- CENTER LINE
--- RIGHT OF WAY LINE
--- EXISTING EASEMENT LINE
--- NEW EASEMENT LINE
--- EXISTING PLAT LINE



EASEMENT AREA

REFER TO SURVEYOR'S NOTES

SURVEYOR'S NOTES

- 25 FOOT DRAINAGE AND PEDESTRIAN EASEMENT AS DEDICATED OVER OUTLOT A, FIRST REARRANGEMENT TO HARTLEY HILLS FOURTH ADDITION.
- BEARINGS ARE BASED ON THE ST. LOUIS COUNTY TRANSVERSE MERCATOR COORDINATE SYSTEM OF 1996. (NAD 83 2011)
- THIS IS NOT A BOUNDARY SURVEY.

Approved by the City Engineer of the City of
Duluth, MN this _____ day of _____ 20__

By _____

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.

David R. Evanson
David R. Evanson
MN License #49505
DATE:08-20-2025

EASEMENT EXHIBIT

CLIENT:SAS ASSOCIATES

REVISIONS:

ADDRESS:XXX HARTLEY HILLS LANE
DULUTH, MN 55803

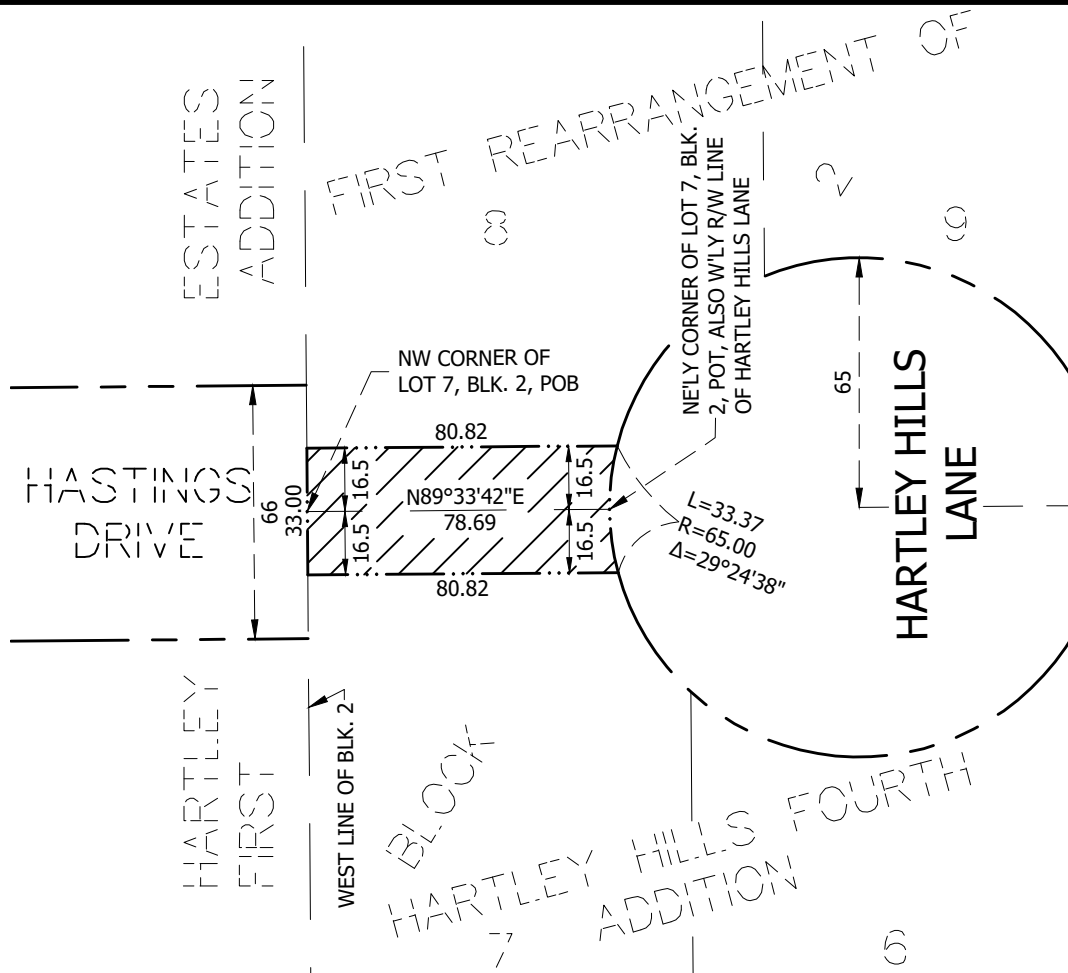
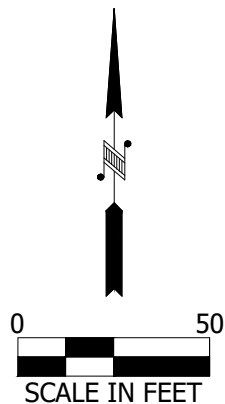
DATE:08-20-2025

JOB NO:19-341

SHEET 1 OF 1

ALTA
LAND SURVEY COMPANY

PHONE: 218-727-5211
LICENSED IN MN & WI
WWW.ALTALANDSURVEYDULUTH.COM



LEGAL DESCRIPTION OF EASEMENT AREA

A 33 foot wide easement lying over under and across parts of Lots 7 and 8, Block 2, FIRST REARRANGEMENT OF HARTLEY HILLS FOURTH ADDITION, according to the recorded plat thereof, St. Louis County, Minnesota, the center line of said easement is described as follows:

Beginning at the Northwest corner of said Lot 7, Block 2; thence on an assumed bearing of North 89 degrees 33 minutes 42 seconds East, along the North line of said Lot 7, Block 2 for a distance of 78.69 feet to the Northeasterly corner of said Lot 7, Block 2 and there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the West line of said Block 2 and the Westerly Right of Way line of Hartley Hills Lane. Said easement contains 2,620 Sq. Feet or 0.06 Acres.

LEGEND



EASEMENT
AREA

POB-POINT OF BEGINNING

POB-POINT OF TERMINATION

— — — — — CENTER LINE

— — — — — RIGHT OF WAY LINE

— · · · — · · · — PROPOSED EASEMENT LINE

— — — — — PLAT LINE

SURVEYOR'S NOTES

1. THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A TITLE COMMITMENT OR TITLE OPINION. A TITLE SEARCH FOR RECORDED OR UNRECORDED EASEMENTS WHICH MAY BENEFIT OR ENCUMBER THIS PROPERTY HAS NOT BEEN COMPLETED BY ALTA LAND SURVEY COMPANY. THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR SHOWING THE LOCATION OF RECORDED OR UNRECORDED EASEMENTS OR OTHER ENCUMBRANCES NOT PROVIDED TO THE SURVEYOR AS OF THE DATE OF THE SURVEY.
2. BEARINGS ARE BASED ON THE ST. LOUIS COUNTY TRANSVERSE MERCATOR COORDINATE SYSTEM OF 1996. (NAD 83 2011)
3. THIS IS NOT A BOUNDARY SURVEY.

Approved by the City Engineer of the City of Duluth, MN
this _____ day of _____ 20____

By _____

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.

David R. Evanson
David R. Evanson

DATE:5-4-2020

MN Lic. No. 49505

EASEMENT EXHIBIT

CLIENT:SAS & ASSOCIATES

REVISIONS:

ADDRESS:XXX HASTINGS DRIVE
DULUTH, MN 55803

DATE:5-4-2020

JOB NO:19-341

SHEET 1 OF 1

ALTA
LAND SURVEY COMPANY

PHONE: 218-727-5211
LICENSED IN MN & WI
WWW.ALTLANDSURVEYDULUTH.COM

EXHIBIT D

UTILITY EASEMENT

This UTILITY EASEMENT is made by HARTLEY HILLS LAND DEVELOPMENT LLC, a Minnesota limited liability company (“Grantor”), in favor of 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 as follows (the “Property”):

Outlot A FIRST REARRANGEMENT OF HARTLEY HILLS
FOURTH ADDITION, EXCEPT all minerals.

B. Grantor wishes to grant the City a utility easement over that portion of the Property legally described below (the “Easement Area”) in trust for the benefit of the public and at no cost to the City (the “Easement”):

That portion of Outlot A, FIRST REARRANGEMENT TO
HARTLEY HILLS FOURTH ADDITION dedicated as a 25 foot
drainage and pedestrian easement in the plat of FIRST
REARRANGEMENT TO HARTLEY HILLS FOURTH
ADDITION.

NOW, THEREFORE, for good and valuable consideration, Grantor grants to the City, in trust for the benefit of the public, a perpetual easement for utility 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.

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

HARTLEY HILLS LAND DEVELOPMENT LLC

By: _____

Its: _____

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

This instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____, of Hartley Hills Land Development LLC, a Minnesota limited liability company.

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 E

RECREATIONAL TRAIL EASEMENT AGREEMENT

THIS RECREATIONAL TRAIL EASEMENT AGREEMENT (this “Agreement”) is entered into as of _____, 2025, by and between HARTLEY HILLS LAND DEVELOPMENT LLC, a Minnesota limited liability company (“Grantor”) and the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota (“City”).

WHEREAS, Grantor is the fee owner of the land in St. Louis County, Minnesota legally described as follows (the “Property”):

OutLot A FIRST REARRANGEMENT OF HARTLEY HILLS
FOURTH ADDITION, EXCEPT all minerals.

WHEREAS, City wishes to obtain and Grantor is willing to grant an easement over that portion of the Property legally described and depicted on the attached Exhibit A (the “Easement Area”) on the terms set forth in this Agreement.

NOW THEREFORE, Grantor, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does grant to City, its successors and assigns, a perpetual easement for public recreational, walkway, and trail purposes (the “Easement”) over, under and across the Easement Area.

The Easement includes the right of City, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purposes of locating, constructing, operating, installing, maintaining, and repairing a multi-use recreational trail and other improvements within the Easement Area. City, its contractors, agents and employees may add, remove, cut, trim, or remove from the Easement Area gravel, bituminous material, bark, sand, stones, boards, grass, trees, shrubs, other vegetation, or other landscaping in City's discretion. 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. Grantor shall not construct or install landscaping or modify the Property in a way that (i) causes erosion to the Easement Area; or (ii) increases the flow of water towards the Easement Area.

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. 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. Grantor represents to City that the individual(s) executing this document on behalf of Grantor has the requisite authority to execute this document and bind Grantor thereto. This Agreement and each and every covenant, agreement, and other provision hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The Easement shall be perpetual and the Easement and all other rights and obligations in this Agreement shall run with the land.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

HARTLEY HILLS LAND DEVELOPMENT LLC

By: _____

Its: _____

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

This instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____, of Hartley Hills Land Development LLC, a Minnesota limited liability company.

Notary Public

CITY OF DULUTH

By: _____
Roger J. Reinert, Mayor

By: _____
Alyssa Denham, City Clerk

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

The foregoing instrument was subscribed and sworn before me this _____ day of _____, 2025, by Roger J. Reinert, Mayor of the City of Duluth, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota.

Notary Public

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

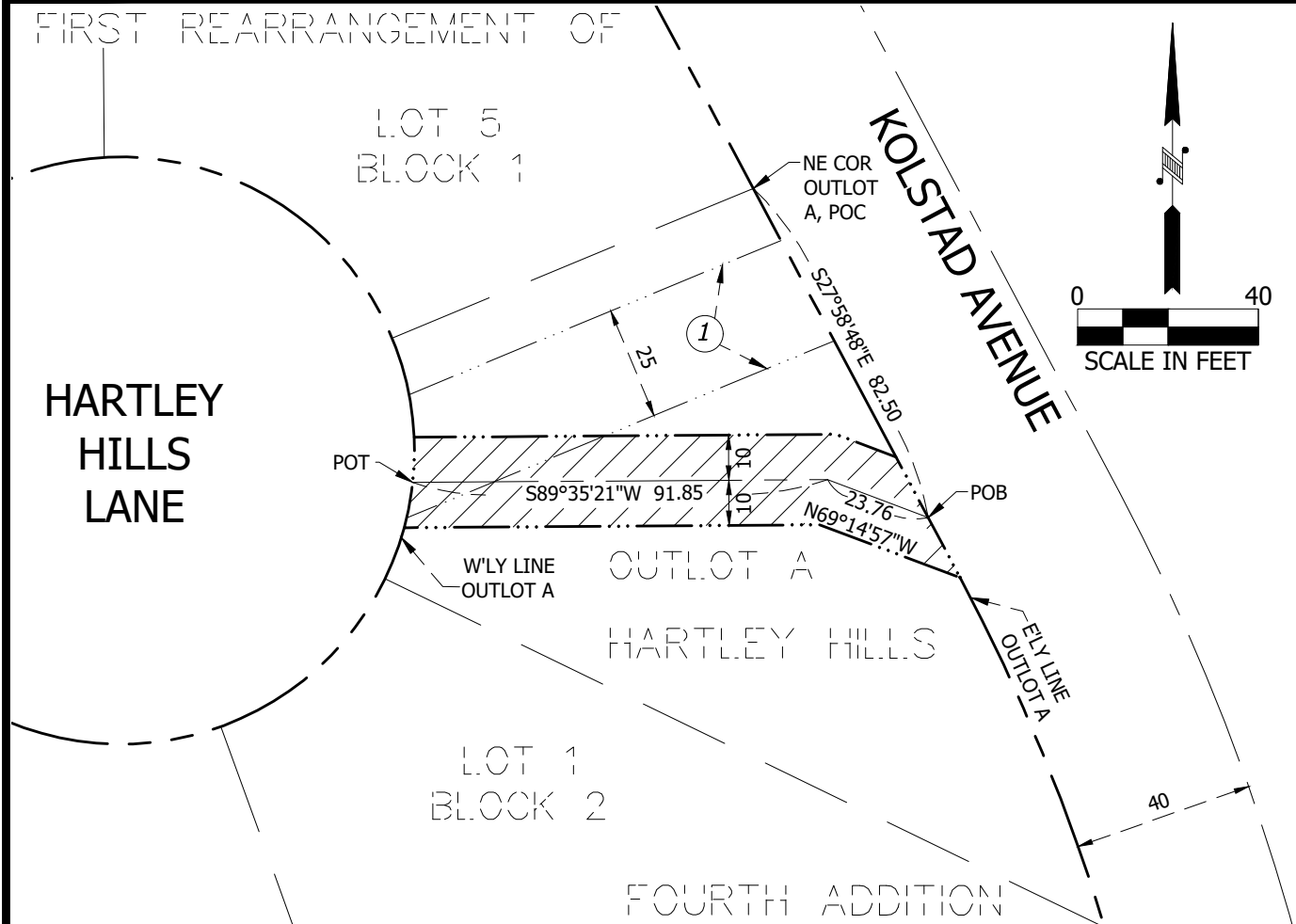
The foregoing instrument was subscribed and sworn before me this _____ day of _____, 2025, by Alyssa Denham, City Clerk of the City of Duluth, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota.

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



LEGAL DESCRIPTION OF EASEMENT

A 20-foot-wide easement lying over, under and across part of Outlot A, FIRST REARRANGEMENT OF HARTLEY HILLS FOURTH ADDITION, according to the recorded plat thereof, St. Louis County, Minnesota, the centerline of said easement is described as follows: Commencing at the Northeast corner of said Outlot A; thence on an assumed bearing of South 27 degrees 58 minutes 48 seconds East, along the Easterly line of said Outlot A 82.50 feet to the point of beginning of said easement centerline; thence North 69 degrees 14 minutes 57 seconds West 23.76 feet; thence South 89 degrees 35 minutes 21 seconds West 91.85 feet to the Westerly line of said Outlot A and there terminating. The sidelines of said easement shall be prolonged or shortened to terminate on the Easterly and Westerly lines of said Outlot A. A. Said easement contains 2,316 square feet or 0.05 acres.

LEGEND

POC-POINT OF COMMENCEMENT
POB-POINT OF BEGINNING
POT-POINT OF TERMINATION
--- CENTER LINE
--- RIGHT OF WAY LINE
--- EXISTING EASEMENT LINE
--- NEW EASEMENT LINE
--- EXISTING PLAT LINE



EASEMENT AREA

REFER TO SURVEYOR'S NOTES

SURVEYOR'S NOTES

- 25 FOOT DRAINAGE AND PEDESTRIAN EASEMENT AS DEDICATED OVER OUTLOT A, FIRST REARRANGEMENT TO HARTLEY HILLS FOURTH ADDITION.
- BEARINGS ARE BASED ON THE ST. LOUIS COUNTY TRANSVERSE MERCATOR COORDINATE SYSTEM OF 1996. (NAD 83 2011)
- THIS IS NOT A BOUNDARY SURVEY.

Approved by the City Engineer of the City of
Duluth, MN this _____ day of _____ 20__

By _____

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.

David R. Evanson
David R. Evanson
MN License #49505
DATE:08-20-2025

EASEMENT EXHIBIT

CLIENT:SAS ASSOCIATES

REVISIONS:

ADDRESS:XXX HARTLEY HILLS LANE
DULUTH, MN 55803

DATE:08-20-2025

JOB NO:19-341

SHEET 1 OF 1

ALTA
LAND SURVEY COMPANY

PHONE: 218-727-5211
LICENSED IN MN & WI
WWW.ALTALANDSURVEYDULUTH.COM

EXHIBIT F

RECREATIONAL TRAIL EASEMENT AGREEMENT

THIS RECREATIONAL TRAIL EASEMENT AGREEMENT (this "Agreement") is entered into as of _____, 202____, by and between Patrick Flattery, an unmarried person ("Grantor"), and the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota ("City").

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

Lot 7 Block 2 FIRST REARRANGEMENT OF HARTLEY HILLS

FOURTH ADDITION, EXCEPT all minerals.

WHEREAS, City wishes to obtain and Grantor is willing to grant an easement over that portion of the Property legally described and depicted on the attached Exhibit A (the "Easement Area") on the terms set forth in this Agreement.

NOW THEREFORE, Grantor, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does grant to City, its successors and assigns, a perpetual easement for public recreational, walkway, and trail purposes (the "Easement") over, under and across the Easement Area.

The Easement includes the right of City, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purposes of locating, constructing, operating, installing, maintaining, and repairing a multi-use recreational trail and other improvements within the Easement Area. City, its contractors, agents and employees may add, remove, cut, trim, or remove from the Easement Area gravel, bituminous material, bark, sand, stones, boards, grass, trees, shrubs, other vegetation, or other landscaping in City's discretion. 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.

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. 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. Grantor represents to City that the individual(s) executing this document on behalf of Grantor has the requisite authority to execute this document and bind Grantor thereto. This Agreement and each and every covenant, agreement, and other provision hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The Easement shall be perpetual and the Easement and all other rights and obligations in this Agreement shall run with the land.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

Patrick Flattery

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

This instrument was acknowledged before me this _____ day of _____, 202____, by Patrick Flattery, an unmarried person.

Notary Public

CITY OF DULUTH

By: _____
Roger J. Reinert, Mayor

By: _____
Alyssa Denham, City Clerk

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

The foregoing instrument was subscribed and sworn before me this _____ day of _____, 202____, by Roger J. Reinert, Mayor of the City of Duluth, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota.

Notary Public

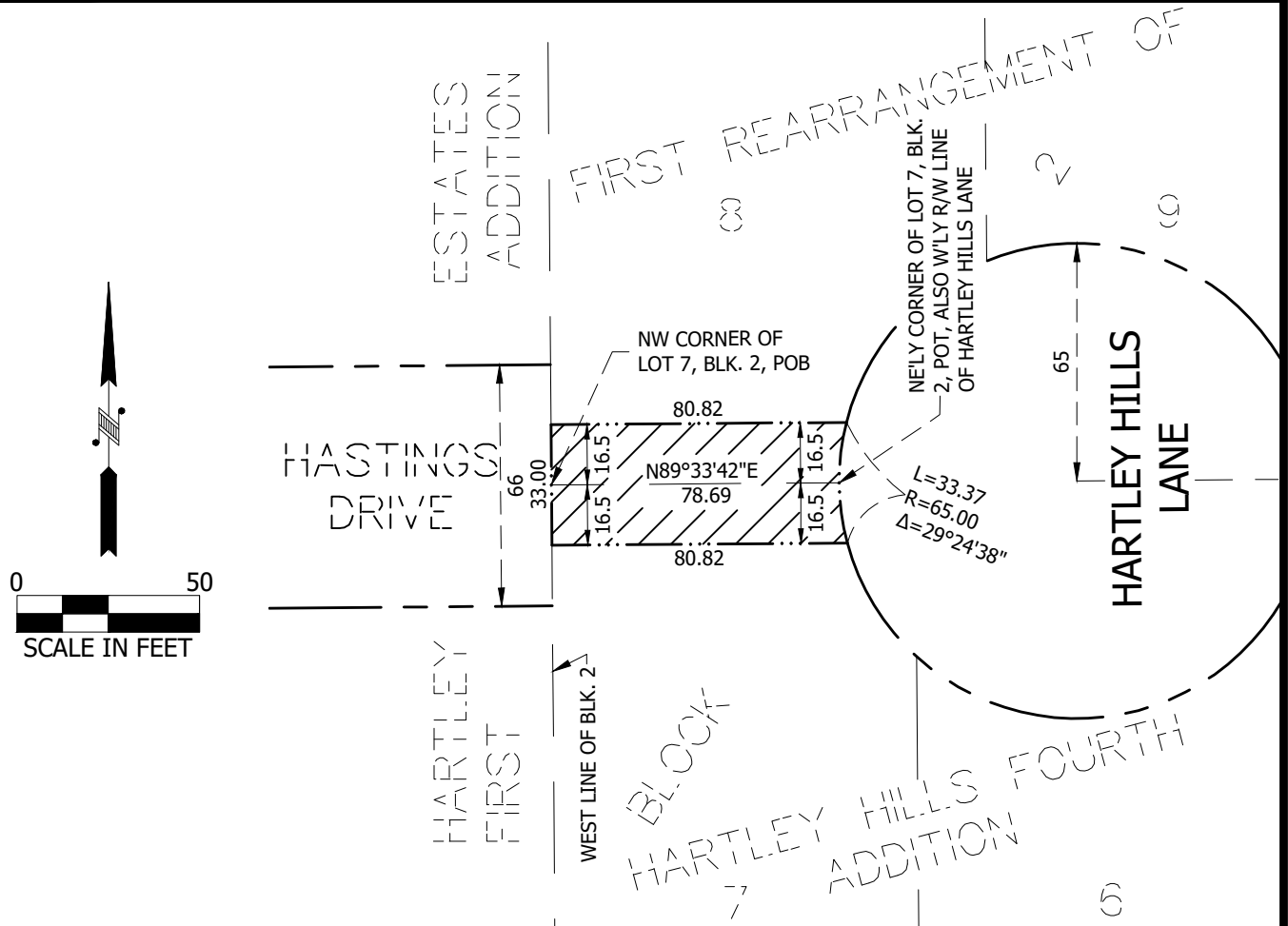
STATE OF MINNESOTA)
) SS
COUNTY OF ST. LOUIS)

The foregoing instrument was subscribed and sworn before me this _____ day of _____, 202____, by Alyssa Denham, City Clerk of the City of Duluth, a municipal corporation and political subdivision organized 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



LEGAL DESCRIPTION OF EASEMENT AREA

A 33 foot wide easement lying over under and across parts of Lots 7 and 8, Block 2, FIRST REARRANGEMENT OF HARTLEY HILLS FOURTH ADDITION, according to the recorded plat thereof, St. Louis County, Minnesota, the center line of said easement is described as follows:

Beginning at the Northwest corner of said Lot 7, Block 2; thence on an assumed bearing of North 89 degrees 33 minutes 42 seconds East, along the North line of said Lot 7, Block 2 for a distance of 78.69 feet to the Northeasterly corner of said Lot 7, Block 2 and there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the West line of said Block 2 and the Westerly Right of Way line of Hartley Hills Lane. Said easement contains 2,620 Sq. Feet or 0.06 Acres.

SURVEYOR'S NOTES

- THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A TITLE COMMITMENT OR TITLE OPINION. A TITLE SEARCH FOR RECORDED OR UNRECORDED EASEMENTS WHICH MAY BENEFIT OR ENCUMBER THIS PROPERTY HAS NOT BEEN COMPLETED BY ALTA LAND SURVEY COMPANY. THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR SHOWING THE LOCATION OF RECORDED OR UNRECORDED EASEMENTS OR OTHER ENCUMBRANCES NOT PROVIDED TO THE SURVEYOR AS OF THE DATE OF THE SURVEY.
- BEARINGS ARE BASED ON THE ST. LOUIS COUNTY TRANSVERSE MERCATOR COORDINATE SYSTEM OF 1996. (NAD 83 2011)
- THIS IS NOT A BOUNDARY SURVEY.

LEGEND



EASEMENT
AREA

POB-POINT OF BEGINNING

POB-POINT OF TERMINATION

— — — — — CENTER LINE

— — — — — RIGHT OF WAY LINE

— ... — ... — PROPOSED EASEMENT LINE

— — — — — PLAT LINE

Approved by the City Engineer of the City of Duluth, MN
this _____ day of _____ 20____

By _____

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.

David R. Evanson
David R. Evanson

DATE:5-4-2020

MN Lic. No. 49505

EASEMENT EXHIBIT

CLIENT:SAS & ASSOCIATES

REVISIONS:

ADDRESS:XXX HASTINGS DRIVE
DULUTH, MN 55803

DATE:5-4-2020

JOB NO:19-341

SHEET 1 OF 1

ALTA
LAND SURVEY COMPANY

PHONE: 218-727-5211
LICENSED IN MN & WI
WWW.ALTLANDSURVEYDULUTH.COM

EXHIBIT G

RECREATIONAL TRAIL EASEMENT AGREEMENT

THIS RECREATIONAL TRAIL EASEMENT AGREEMENT (this "Agreement") is entered into as of _____, 202____, by and between Eric McCleary and Heidi McCleary, a married couple (collectively, "Grantor"), and the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota ("City").

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

Lot 8 Block 2 FIRST REARRANGEMENT OF HARTLEY HILLS
FOURTH ADDITION, EXCEPT all minerals.

WHEREAS, City wishes to obtain and Grantor is willing to grant an easement over that portion of the Property legally described and depicted on the attached Exhibit A (the "Easement Area") on the terms set forth in this Agreement.

NOW THEREFORE, Grantor, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does grant to City, its successors and assigns, a perpetual easement for public recreational, walkway, and trail purposes (the "Easement") over, under and across the Easement Area.

The Easement includes the right of City, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purposes of locating, constructing, operating, installing, maintaining, and repairing a multi-use recreational trail and other improvements within the Easement Area. City, its contractors, agents and employees may add, remove, cut, trim, or remove from the Easement Area gravel, bituminous material, bark, sand, stones, boards, grass, trees, shrubs, other vegetation, or other landscaping in City's discretion. 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.

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. 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. Grantor represents to City that the individual(s) executing this document on behalf of Grantor has the requisite authority to execute this document and bind Grantor thereto. This Agreement and each and every covenant, agreement, and other provision hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The Easement shall be perpetual and the Easement and all other rights and obligations in this Agreement shall run with the land.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

Eric McCleary

Heidi McCleary

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

This instrument was acknowledged before me this _____ day of _____, 202____, by Eric McCleary and Heidi McCleary, a married couple.

Notary Public

CITY OF DULUTH

By: _____
Roger J. Reinert, Mayor

By: _____
Alyssa Denham, City Clerk

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

The foregoing instrument was subscribed and sworn before me this _____ day of _____, 202____, by Roger J. Reinert, Mayor of the City of Duluth, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota.

Notary Public

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

The foregoing instrument was subscribed and sworn before me this _____ day of _____, 202____, by Alyssa Denham, City Clerk of the City of Duluth, a municipal corporation and political subdivision organized 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

CONSENT AND SUBORDINATION BY MORTGAGEE TO RECREATIONAL TRAIL EASEMENT

CITIZENS ALLIANCE BANK, organized and existing under the laws of the State of Minnesota ("Mortgagee"), as mortgagee in that certain Mortgage dated March 21, 2025 and registered March 24, 2025 as Document No. 1088554 in the Office of the St. Louis County Registrar of Titles (the "Mortgage") does hereby, on behalf of itself and its successors and assigns: (i) consent to the foregoing Recreational Trail Easement, and (ii) subordinate its interest in the Mortgage to the foregoing Recreational Trail Easement. Mortgagee represents to the City that the individual(s) executing this document on behalf of Mortgagee have the requisite authority to execute this document, and to bind Mortgagee thereto.

CITIZENS ALLIANCE BANK

By: _____

Its: _____

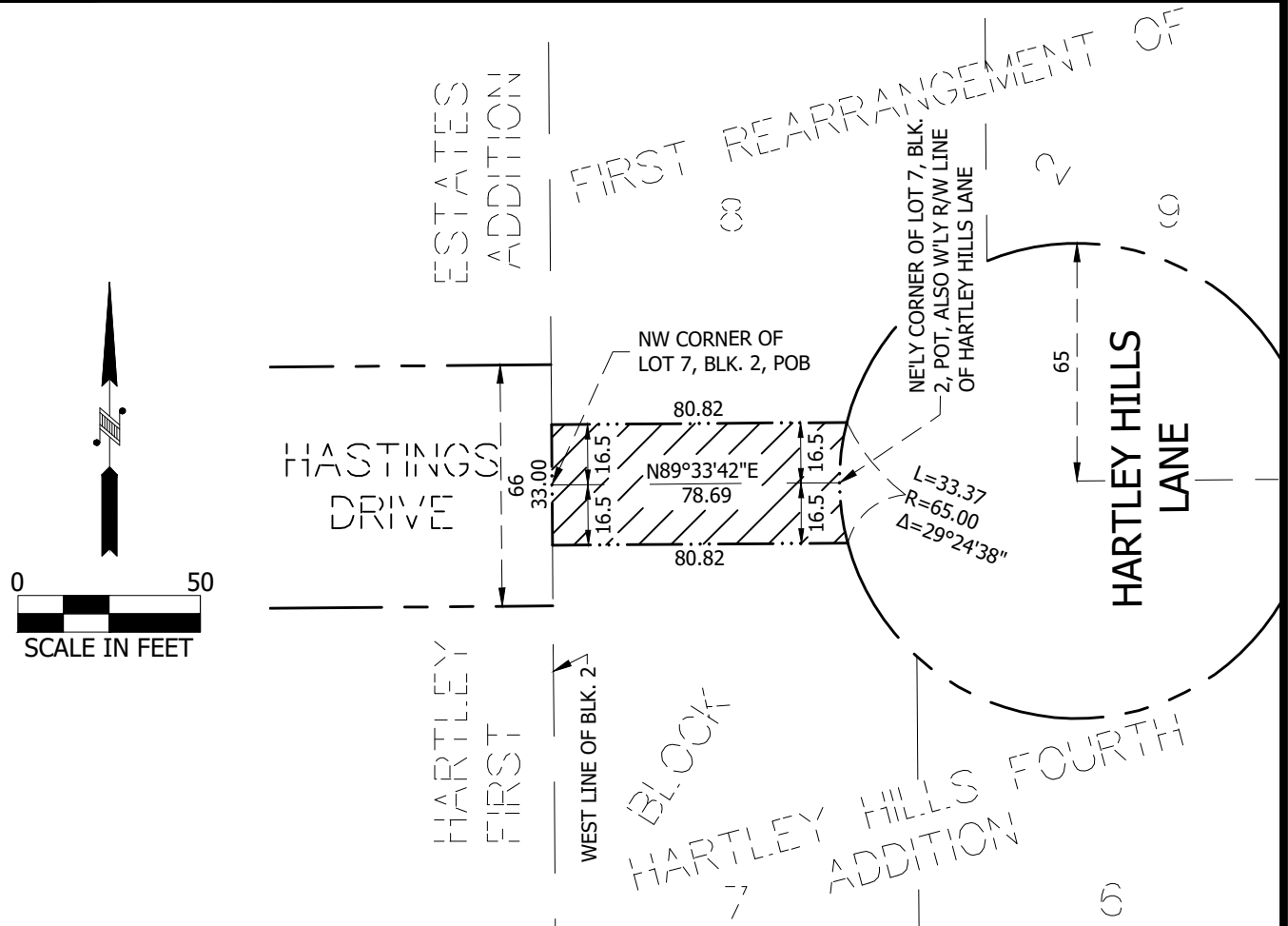
STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before this _____ day of _____, 202____ by _____ as the _____ of CITIZENS ALLIANCE BANK, organized 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



LEGAL DESCRIPTION OF EASEMENT AREA

A 33 foot wide easement lying over under and across parts of Lots 7 and 8, Block 2, FIRST REARRANGEMENT OF HARTLEY HILLS FOURTH ADDITION, according to the recorded plat thereof, St. Louis County, Minnesota, the center line of said easement is described as follows:

Beginning at the Northwest corner of said Lot 7, Block 2; thence on an assumed bearing of North 89 degrees 33 minutes 42 seconds East, along the North line of said Lot 7, Block 2 for a distance of 78.69 feet to the Northeasterly corner of said Lot 7, Block 2 and there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the West line of said Block 2 and the Westerly Right of Way line of Hartley Hills Lane. Said easement contains 2,620 Sq. Feet or 0.06 Acres.

SURVEYOR'S NOTES

- THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A TITLE COMMITMENT OR TITLE OPINION. A TITLE SEARCH FOR RECORDED OR UNRECORDED EASEMENTS WHICH MAY BENEFIT OR ENCUMBER THIS PROPERTY HAS NOT BEEN COMPLETED BY ALTA LAND SURVEY COMPANY. THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR SHOWING THE LOCATION OF RECORDED OR UNRECORDED EASEMENTS OR OTHER ENCUMBRANCES NOT PROVIDED TO THE SURVEYOR AS OF THE DATE OF THE SURVEY.
- BEARINGS ARE BASED ON THE ST. LOUIS COUNTY TRANSVERSE MERCATOR COORDINATE SYSTEM OF 1996. (NAD 83 2011)
- THIS IS NOT A BOUNDARY SURVEY.

LEGEND



EASEMENT
AREA

POB-POINT OF BEGINNING

POB-POINT OF TERMINATION

— — — — — CENTER LINE

— — — — — RIGHT OF WAY LINE

— ... — ... — PROPOSED EASEMENT LINE

— — — — — PLAT LINE

Approved by the City Engineer of the City of Duluth, MN
this _____ day of _____ 20____

By _____

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.

David R. Evanson
David R. Evanson

DATE:5-4-2020

MN Lic. No. 49505

EASEMENT EXHIBIT

CLIENT:SAS & ASSOCIATES

REVISIONS:

ADDRESS:XXX HASTINGS DRIVE
DULUTH, MN 55803

DATE:5-4-2020

JOB NO:19-341

SHEET 1 OF 1

ALTA
LAND SURVEY COMPANY

PHONE: 218-727-5211
LICENSED IN MN & WI
WWW.ALTLANDSURVEYDULUTH.COM