

Exhibit 1

RIGHT-OF-WAY MAINTENANCE AGREEMENT

THIS RIGHT-OF-WAY MAINTENANCE AGREEMENT (this “Agreement”) is made by and between Reed M. Blazevic and Mistica D. Blazevic, a married couple (“Blazevic”) and 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. Blazevic owns real property in St. Louis County, Minnesota, legally described as follows (“Blazevic’s Property”):

Lots 9 thru 16, Block 10, EAST FOND DU LAC

AND

Lots One (1), Two (2) and Three (3), Block Twenty-two (22), EAST FOND DU LAC

AND

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8), Block Nine (9), EAST FOND DU LAC.

- B. A portion of active, platted Second Street (now known as 125th Ave. West) in the plat of EAST FOND DU LAC goes through Blazevic’s Property (the “Second Street Right-of-Way). The Second Street Right-of-Way, as used in this Agreement, is legally described as that portion of Second Street in the plat of EAST FOND DU LAC lying: (i) south of the westerly extension of the north line of Lot 10, Block 10, EAST FOND DU LAC and (ii) north of the easterly and westerly extensions of the centerline of Hallenbeck Ave. as it intersects Second Street in the plat of EAST FOND DU LAC.
- C. Another portion of platted Second Street (now known as 125th Ave. West) in the plat of EAST FOND DU LAC was vacated by the Duluth City Council on May 27, 2025 under Resolution No. 25-0438, which vacation is registered with the St. Louis

County Register of Titles on _____ as Document No. _____ and recorded with the St. Louis County Recorder on _____ as Document No. _____ (the "Vacation").

- D. The Vacation is contingent upon the dedication of an easement for street purposes over Lots 9 and 10, Block 10, EAST FOND DU LAC (the "Easement").
- E. The Easement is needed to accommodate plow trucks and emergency vehicles and provide a mechanism for such vehicles to turn around within and near the Second Street Right-of-Way (the "Turnaround").
- F. When the City Council approved the Vacation, the parties did not know whether the Turnaround could exist within the boundary of the Second Street Right-of-Way or if the Easement was needed to be dedicated.
- G. A portion of the Second Street Right-of-Way contains: (i) an existing drive lane that is used and maintained by the City as a public road (the "Drive Lane") and (ii) a driveway that is perpendicular to the Drive Lane that provides ingress and egress from the Drive Lane to Lots 9 and 10, Block 10, EAST FOND DU LAC (the "Driveway").
- H. The Blazevids commenced a survey of the Blazevic's Property, which survey is attached as Exhibit A (the "Survey"). The Survey depicts the current locations of the Second Street Right-of-Way, Drive Lane, and Driveway.
- I. The City has specifications with the minimal dimensional requirements for the Turnaround, which may be amended, and found on file in the office of the City Engineer. The current versions are attached as Exhibit B (the "Turnaround Specs").
- J. Based on the Survey, the City has determined that the required Turnaround can meet the Turnaround Specs by using the Drive Lane and the Driveway and that no additional portion of Lot 9 nor 10, Block 10, EAST FOND DU LAC, are needed to be dedicated as the Easement for the Turnaround.
- K. Blazevic is agreeable to allowing the City the right to use the Driveway within the Second Street Right-of-Way as the Turnaround.
- L. City is willing to waive the Easement required under the Vacation upon Blazevic's performance of the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, Blazevic and the City agree as follows:

1. Blazevic hereby grants to the City the right to use the Driveway for the Turnaround.

2. Blazevic is responsible, at its sole cost, to operate, maintain, repair and replace the Driveway at the equivalent of its current condition as of the date of this Agreement, or better. Blazevic's responsibilities for the Driveway must ensure that the Driveway can be used for the Turnaround in accordance with the Turnaround Specs, currently on file with the office of the City Engineer, including filling in and smoothing out rutted areas regardless of the cause of the rutted areas. City acknowledges as of the date of this Agreement that the Drive Lane and Driveway meet the Turnaround Specs, currently on file with the City Engineer.

3. Blazevic acknowledges that the Second Street Right-of-Way is an active, public right-of-way and the City's operation of provision of public services supersede Blazevic's rights to use and operate the Driveway. Blazevic shall be responsible, at its sole cost, for restoration and repair of any damage to: (i) any private improvements located within Second Street Right-of-Way, the Drive Lane, and the Driveway and (ii) the surface of the Driveway as a result of the City's exercise of its easement rights within the Second Street Right-of-Way, including but not limited to accessing, operating, maintaining, repairing, or replacing roads or utilities within the Second Street Right-of-Way.

4. City retains the right to remove, deposit and/or relocate snow or ice within the Second Street Right of Way, Drive Lane and the Driveway. Blazevic shall be responsible, at its sole cost, for removal of snow deposited within the Driveway. Blazevic is not permitted to deposit snow, ice, dirt, debris or other materials into the Drive Lane and the Driveway. The Drive Lane and the Driveway must remain unobstructed for use by the City, except that Blazevic is not responsible for the natural falling of snow onto the Drive Lane or the Driveway.

5. If the Drive Lane and/or the Driveway are obstructed for use by the City or Blazevic fails to comply with this Agreement or perform any obligations under this Agreement, the City may pursue any remedy available to it by law, including but not limited to specific performance. In addition, City may discontinue to plow and remove snow from the Second Street Right-of-Way. Upon written notice by the City, Blazevic must complete any requested repairs or maintenance to the Driveway within thirty (30) days in accordance with this Agreement, including, but not limited to, meeting the Turnaround Specs. If Blazevic fails to maintain the Driveway as required by this Agreement, the City may, but shall not be obligated to, undertake Grantor's obligations and immediately collect all costs from Grantor by any legal means available, including but not limited to assessing the costs against the Blazevic Property. No remedy conferred by this Agreement is intended to be exclusive. The election of any one or more remedies by the City shall not constitute a waiver of any other remedy.

6. Notwithstanding the provisions above, that if damage to public improvements within the Second Street Right-of-Way is due to the fault, negligence or willful misconduct of Blazevic, its tenants, employees, agents, or invitees, the cost of the repairs shall be borne by Blazevic, and the City may assess those costs to Blazevic.

7. The term of this Agreement shall commence as of the date of attestation by the City Clerk and shall be perpetual. Blazevic acknowledges that termination of this Agreement is at the sole discretion of the City and the City may terminate this Agreement in whole or in part by giving at least seven (7) days prior written notice of intent to terminate to Blazevic.

8. That this Agreement shall extend to and bind the heirs, successors and assigns of Blazevic and the City and shall run with the land. This Agreement shall be governed by the laws of the State of Minnesota, and all terms, conditions, and covenants herein shall be interpreted in accordance therewith. No easement is implied by this Agreement.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of _____, 2025.

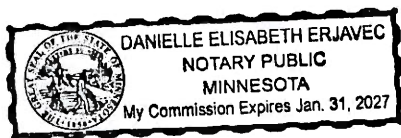
BLAZEVIC:

Reed M. Blazevic
Reed M. Blazevic

Mistica D. Blazevic
Mistica D. Blazevic

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

This instrument was acknowledged before me this 19th day of September, 2025, by Reed M. Blazevic and Mistica D. Blazevic, a married couple.



Danielle Erjavec
Notary Public

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

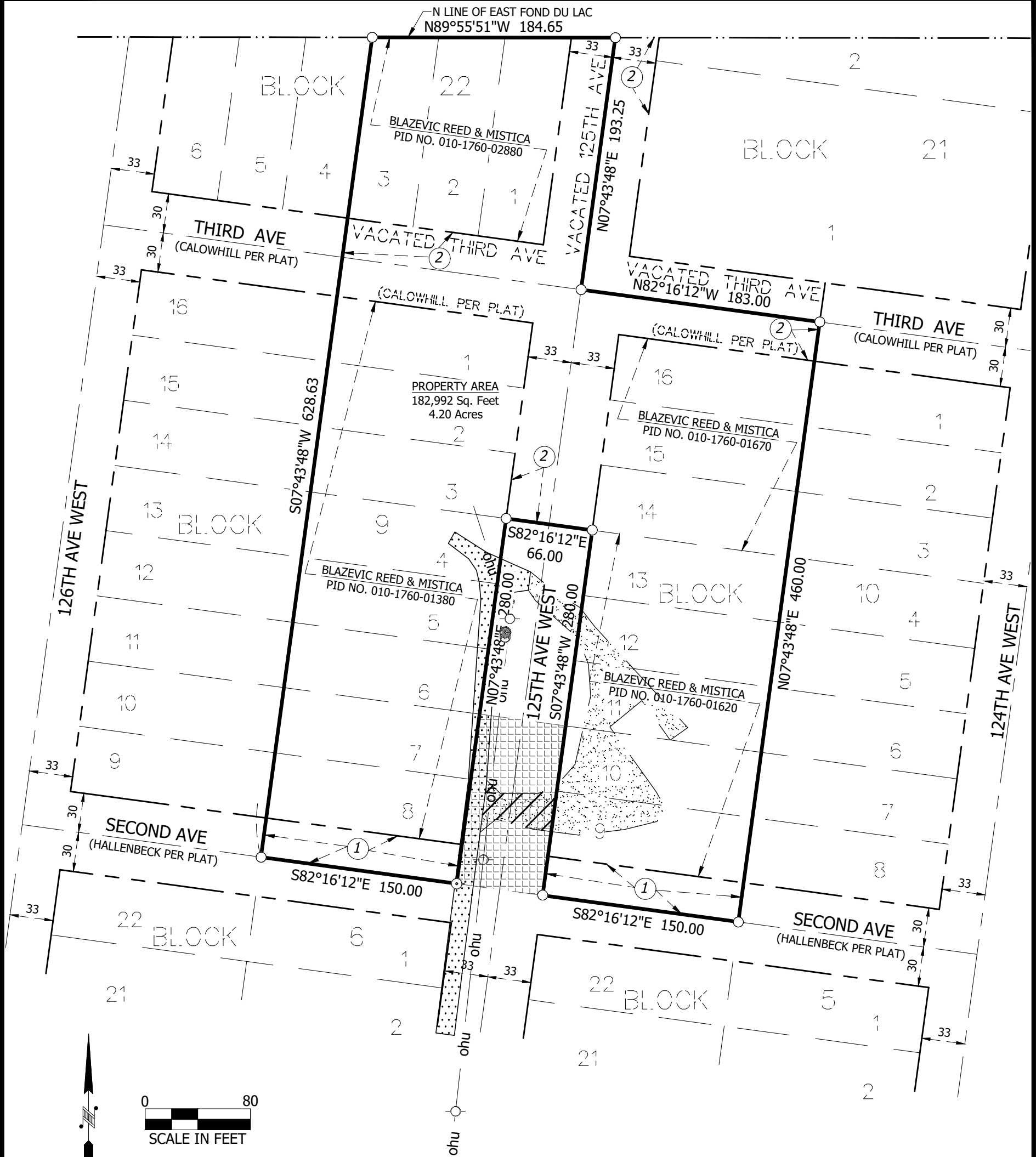
STATE OF MINNESOTA)
) SS
COUNTY OF ST. LOUIS)

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

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 PER DOCUMENT NO. 1067449
Lots 1, 2 and 3, Block 22 EAST FOND DU LAC
AND: Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 9, EAST FOND DU LAC.

LEGAL DESCRIPTION PER DOCUMENT NO. 1310652
Lots 9 thru 16, Block 10, EAST FOND DU LAC.

SURVEYOR'S NOTES

- VACATED PORTION OF SECOND AVENUE HALLENBECK AVENUE PER PLAT WITH UTILITY EASEMENT RETAINED.
- VACATED PORTION OF 125TH AVENUE WEST AND THIRD AVENUE CALOWHILL AVENUE PER PLAT.
- 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)

LEGEND

- | | | | |
|--|----------------------------|--|--------------------------------------|
| | DRIVE LANE | | OVERHEAD UTILITIES |
| | DRIVEWAY | | PLAT DIVISION LINE |
| | SECOND STREET RIGHT OF WAY | | CENTER LINE |
| | | | RIGHT OF WAY LINE |
| | | | BLAZEVIC PROPERTY EXISTING PLAT LINE |
| | | | SET CAPPED REBAR RLS. NO. 49505 |
| | | | GUY ANCHOR |
| | | | UTILITY POLE |
| | | | MISC MANHOLE |
| | | | POST/ELEC PANEL |
| | | | REFER TO SURVEYOR'S NOTES |

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
MN License #49505
DATE:06-26-2025

CERTIFICATE OF SURVEY

CLIENT: REED & MISTICA BLAZEVIC

ADDRESS: 625 125TH AVE W,
DULUTH, MN 55805

DATE: 06-26-2025

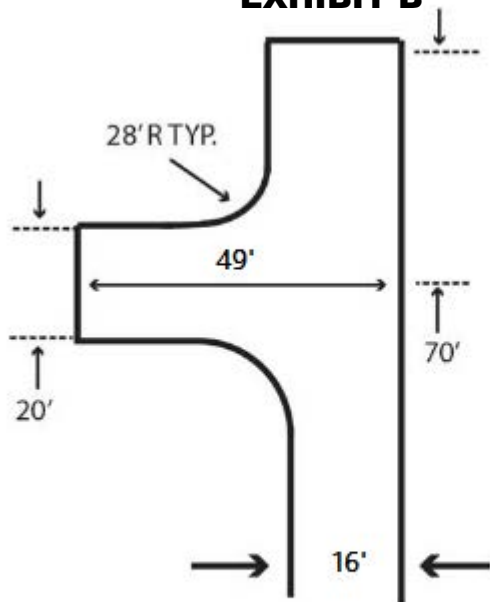
REVISIONS: 9-22-25 ADDRESS CITY
COMMENTS

JOB NO: 25-029

SHEET 1 OF 1

ALTA
LAND SURVEY COMPANY
PHONE: 218-727-5211
LICENSED IN MN & WI
WWW.ALTLANDSURVEYDULUTH.COM

EXHIBIT B



Acceptable Alternative
66' Hammerhead