

# EXHIBIT 1

## MEDICAL DISTRICT PARKING RAMP SKYWALK BRIDGE EASEMENT AGREEMENT

THIS MEDICAL DISTRICT PARKING RAMP SKYWALK BRIDGE EASEMENT AGREEMENT (this “Agreement”), is entered into as of \_\_\_\_\_, 2023, by and between ST. MARY’S DULUTH CLINIC HEALTH SYSTEM, a Minnesota nonprofit corporation, (“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 owns certain real property in St. Louis County, Minnesota located in Lot 1, Block 25, PORTLAND DIVISION OF DULUTH, (the “Grantor Property”); and

WHEREAS, Grantor desires to grant City an easement over a portion of the Grantor Property for the connection of a pedestrian passageway bridge (the “Skywalk”) to be held in trust for the benefit of the public (“the Project”); and

WHEREAS, the Skywalk has been constructed with State of Minnesota appropriation bond proceeds authorized under the Regional Exchange District legislation, Minnesota Laws 2019, 1<sup>st</sup> Special Session Chapter 6, Article 10, as amended by Section 1 of Laws of Minnesota 2021, 1<sup>st</sup> Special Session Chapter 9 (the “Act”).

NOW THEREFORE, Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does grant to City, its successors and assigns, a

perpetual easement for the connection of a Skywalk as legally described on the attached Exhibit A (the "Easement"). Said grant of Easement includes the grant to City of the right of control and regulation thereof including control and regulation of concurrent uses, activities, traffic, signs, furnishings and decor within said easement and all powers necessary to carry out the operation of Skywalk for public pedestrian travel. However, either party may temporarily close access to the Easement when (i) necessary to permit repairs and maintenance; (ii) to permit repairs, replacements, maintenance, alterations or additions to the respective adjacent buildings including relocation of interior passageways; (iii) to comply with governmental orders; (iv) and to respond to any emergency threatening pedestrian or property safety; (v) for purposes of patient safety or other reasonably necessary operational purposes of Grantor's operations connected to the Skywalk; or, (vi) to prevent loitering or other disturbances and occurrences inconsistent or incompatible with the nature, character or use of the Skywalk or adjacent buildings. The party temporarily closing access to the Skywalk shall provide notice of any temporary closure as soon as reasonably possible to the other party. Notwithstanding the above, Grantor maintains the right to lock the entry connecting the Skywalk to the Grantor's building whenever Grantor's connecting building is not open for operations.

Grantor may not create or allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Easement, Grantor's ownership interest in the Easement, or City's interest in the Easement, or mortgage or otherwise encumber its estate and interest in the Easement, without prior written consent of the Commissioner of Minnesota Management and Budget.

In the event that the City determines that this Easement is no longer usable or needed to carry out the Project, then City shall sell the City's interest in the Easement on the conditions that such sale is for fair market value upon terms authorized by law and approved by the Commissioner of Minnesota Management and Budget in its reasonable discretion. For purposes of this Agreement, "fair market value" shall mean (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal which assumes that any and all mortgage liens or encumbrances on the Easement being sold, which negatively affect the value of the Easement, will be released, or (ii) the price bid by a purchaser under a

public bid procedure after reasonable public notice with the provision that any and all mortgage liens or encumbrances on the Easement, which negatively affect the value of the Easement, will be released at the time of acquisition by such purchaser.

Whenever there shall exist a conflict between the provisions of this Easement and that certain Grant Agreement by and between City and the State of Minnesota, Department of Employment and Economic Development dated June 24, 2019 (“Grant Agreement”), the Grant Agreement shall prevail.

This Easement is being granted pursuant to that certain Agreement for Demolition and Reconstruction of the MDPR Skywalk Bridge between SMDC Medical Center, a subsidiary of Grantor, and City and on file as City Contract No. 23791, as amended.

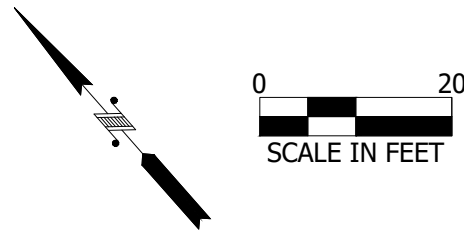
No amendment, modification, or waiver of any condition, provision, or term of this Easement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or its duly authorized representative, and approved in writing by the Commissioner of Minnesota Management and Budget, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

The Easement shall extend to and bind the successors and assigns of Grantor and the City and shall run with the land. The 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. Grantor represents to the City that the individuals executing this document on behalf of Grantor have the requisite authority to execute this document, and to bind Grantor thereto.

*[Remainder of this page left intentionally blank. Signature page to follow.]*

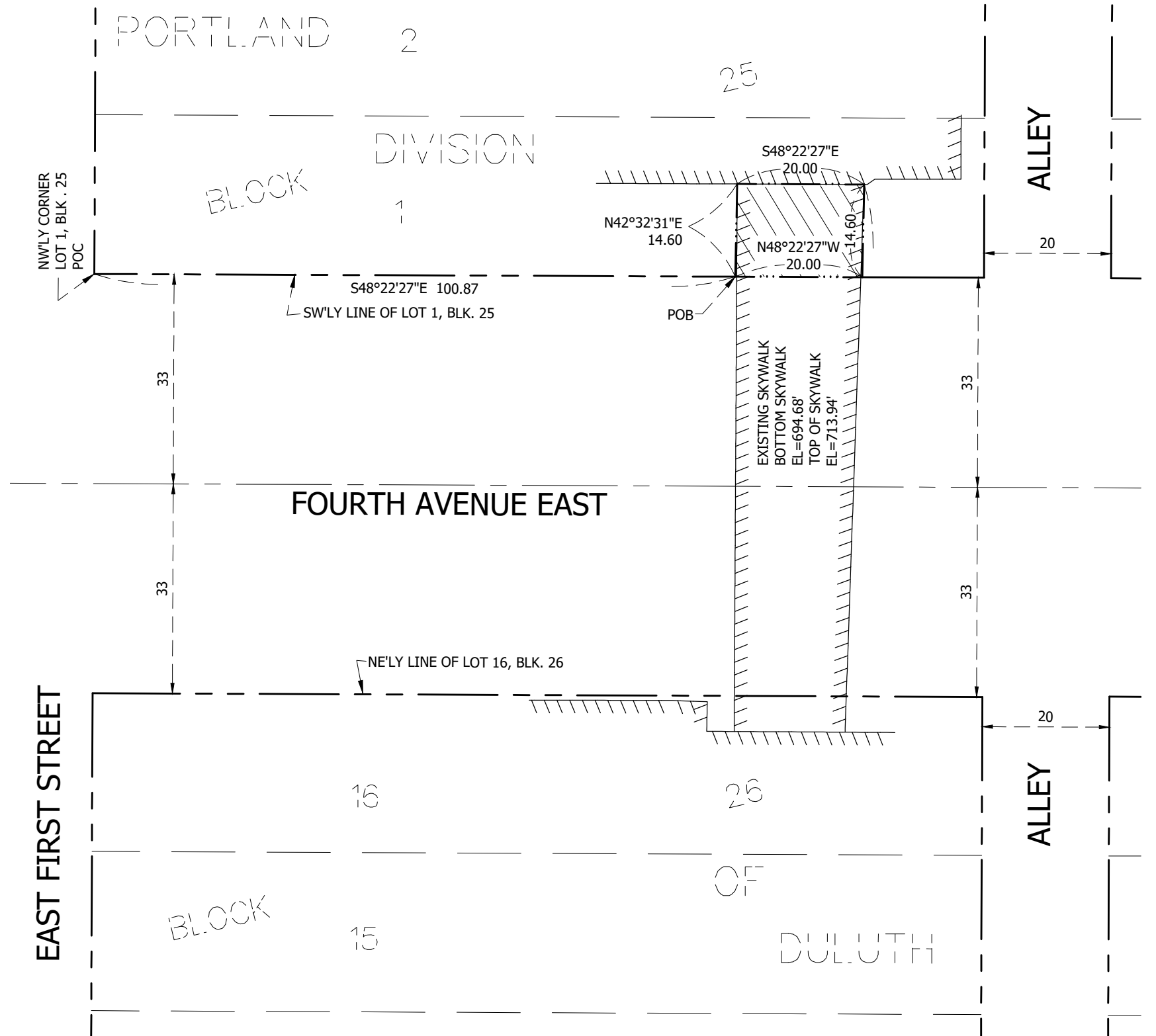


EXHIBIT A



**LEGEND**

	PROPOSED SKYWALK EASEMENT
	POC-POINT OF COMMENCEMENT
	POB-POINT OF BEGINNING
	EXISTING BUILDING LINE
	CENTER LINE
	RIGHT OF WAY LINE
	PROPOSED EASEMENT LINE
	EXISTING PLAT LINE



**LEGAL DESCRIPTION FOR SKYWALK EASEMENT OVER PID NO. 010-3830-02860**

An easement for skywalk purposes lying over and across that part of Lot 1, Block 25, PORTLAND DIVISION OF DULUTH, according to the recorded plat thereof, St. Louis County, Minnesota, said easement is described as follows:

Commencing at the Northwesternly corner of said Lot 1, Block 25; thence on an assumed bearing of South 48 degrees 22 minutes 27 seconds East, along the Southwesterly line of said Lot 1, Block 25 for a distance of 100.87 feet to the point of beginning of the easement herein described; thence North 42 degrees 32 minutes 31 seconds East 14.60 feet; thence South 48 degrees 22 minutes 27 seconds East, parallel with said Southwesterly line of Lot 1, Block 25 for a distance of 20.00 feet; thence South 42 degrees 32 minutes 31 seconds West 14.60 feet to the Southwesterly line of said Lot 1; thence North 48 degrees 22 minutes 27 seconds West, along said Southwesterly line 20.00 feet to the point of beginning. Said skywalk easement lies between elevation 694.68 feet on the bottom and 713.94 feet on the top. Said skywalk easement contains 292 Square feet.

Approved by the City Engineer of the  
City of Duluth, MN this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_

By \_\_\_\_\_

**SURVEYOR'S NOTES**

- ELEVATIONS SHOWN HEREON ARE BASED ON THE NAVD88 DATUM AS MEASURED FROM MN/DOT CONTROL POINT "EDGE MNDT" WHICH HAS A PUBLISHED 2021 ELEVATION OF 698.693 FEET.
- 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.

<p>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.</p> <p><i>David R. Evanson</i></p> <p>David R. Evanson MN License #49505</p> <p>DATE:09-06-2022</p>	<b>SKYWALK EASEMENT EXHIBIT</b>		<p>ALTA LAND SURVEY COMPANY</p> <p>PHONE: 218-727-5211 LICENSED IN MN &amp; WI WWW.ALTLANDSURVEYDULUTH.COM</p>
	<p>CLIENT: JOHNSON, KILLEN &amp; SEILER PA</p> <p>ADDRESS: 4TH AVE EAST, DULUTH, MN</p> <p>DATE: 09-06-2022</p>	<p>REVISIONS:</p> <p>JOB NO: 22-138</p> <p>SHEET 1 OF 1</p>	