

EXHIBIT 1

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT is made this 9th day of June, 2017, by and between THE WICK LLC, a limited liability company under the laws of the State of Minnesota ("Grantor"), and CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota ("City").

WHEREAS, Grantor is the owner of real property in St. Louis County, Minnesota described on the attached Exhibit A (the "Property");

WHEREAS, Grantor wishes to convey a utility easement over the Property to City at no cost to City;

NOW, THEREFORE, Grantor, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does grant to City, its successors and assigns, forever, in trust for the benefit of the public, an easement for the construction, maintenance, inspection, operation, protection, repair, replacement, and/or removal of utilities over, under and across that portion of the Property legally described on the attached Exhibit B (the "Easement Area"). In consideration of the grant of said easement, City agrees to maintain the existing stormwater catch basin and pipe located in the Easement Area and any other utilities owned by City and located or installed in the Easement Area. Following any construction, maintenance, inspection, operation, protection, repair, replacement, and/or removal of utilities on or in the Easement Area, City will (i) repair, restore and replace, as needed, the surface area of the Property to its prior condition, and (ii) repair, restore and

replace, as needed, any damage to Grantor's property caused by City to its prior condition. City will use all reasonable efforts to minimize any interruption of access to and/or use of the Property during City's construction, maintenance, inspection, operation, protection, repair, replacement, and/or removal of utilities on the Easement Area.

To the extent permitted by Minnesota law, City shall indemnify, save harmless, and defend Grantor and its successors and assigns from and against any and all claims (including reasonable attorneys' fees and costs) asserted by any person arising from or relating to any negligent acts of City in carrying out its obligations under this Utility Easement Agreement.

IN WITNESS WHEREOF, the foregoing has been executed as of the day and year first
above written.

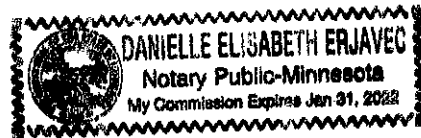
THE WICK LLC

By: Tim Wright, Its OWNER

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

The foregoing instrument was acknowledged before me this 7th day of June,
2017, by Tim Wright, the Owner of The Wick LLC, a Minnesota
limited liability company.

Danielle Erjavec
Notary Public



By: _____
Emily Larson, Mayor

By: _____
Emily Larson, Mayor

Attest: _____
Jeffrey J. Cox, City Clerk

Date Attested: _____, 2017

Countersigned:

By: _____
City Auditor

Approved as to form:

By: _____
City Attorney

[illegible]

This instrument was acknowledged before me this ____ day of _____, 2017 by Emily Larson and Jeffrey J. Cox, the Mayor and City Clerk of the City of Duluth, a municipal corporation created and existing under the laws of the State of Minnesota.

Notary Public

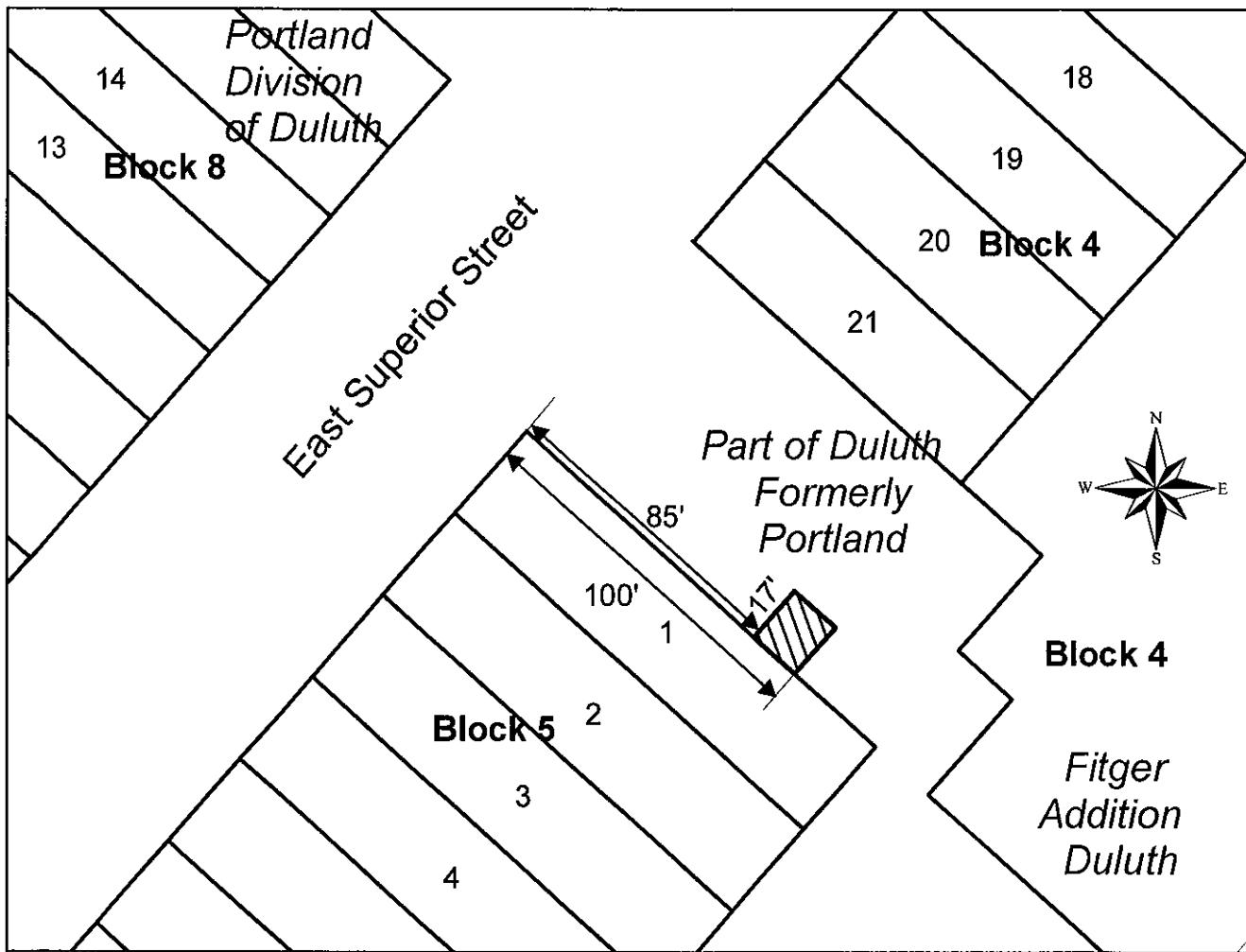
THIS INSTRUMENT WAS DRAFTED BY:
Office of the City Attorney
411 West First Street, Room 410
Duluth, MN 55802

EXHIBIT A

LEGAL DESCRIPTION FOR THE PROPERTY

That part of vacated Fifth Avenue East located in DULUTH FORMERLY CALLED PORTLAND, now PORTLAND DIVISION OF DULUTH described as follows: Commencing at the most W'ly corner of Lot 21 Block 4 DULUTH FORMERLY CALLED PORTLAND, now PORTLAND DIVISION OF DULUTH, thence SE'ly along the SW'ly line of said Lot 21 to the most S'ly corner of said Lot 21; thence SW'ly on a line run to the most E'ly corner of the N'ly 100 feet of Lot 1 Block 5 DULUTH FORMERLY CALLED PORTLAND, now PORTLAND DIVISION OF DULUTH, a distance of 35.00 feet to the intersection with the platted centerline of Fifth Avenue East; thence deflect 90 degrees 00 minutes 00 seconds to the right along said centerline a distance of 1.0 feet, being the point of beginning; thence deflect 90 degrees 00 minutes 00 seconds to the left a distance of 35.00 feet to a point on the NE'ly line of said Lot 1, 99.00 feet SE'ly of the most N'ly corner of said Lot 1; thence NW'ly along the NE'ly line of said Lot 1 to the intersection with a line run from a point on the SW'ly line of the N'ly 100 feet of Lot 2 Block 5 distant 54.0 feet NW'ly of the most S'ly corner of the N'ly 100 feet of Lot 2 to a point on the SE'ly line of Superior Street distant 43.0 feet SW'ly of said most W'ly corner of said Lot 21; thence N'ly along the last described line to said point on the SE'ly line of Superior Street distant 43.0 feet SW'ly of the most W'ly corner of Lot 21; thence NE'ly along said SE'ly line of Superior Street, a distance of 8.00 feet to the platted centerline of Fifth Avenue East; thence SE'ly along said centerline to the point of beginning.

EXHIBIT B



Utility Easement

0 50
Feet

That part of vacated Fifth Avenue East between Blocks 4 and 5 located in The Part of Duluth Formerly Called Portland, now Portland Division of Duluth, St. Louis County, according to the recorded plat thereof, described as follows:

Bounded on the northwest by a line parallel with and offset 85.00 feet southeast of the southeast right of way of East Superior Street as dedicated in said plat of Part of Duluth Formerly Called Portland, now Portland Division of Duluth,

Bounded on the southeast by a line parallel with and offset 100.00 feet southeast of the southeast right of way of said East Superior Street,

Bounded on the southwest by the northeast line of said Block 5,

Bounded on the northeast by a line parallel with and offset 17.00 feet northeast of said northeast line of Block 5.

APPROVED BY CITY ENGINEER

6-15-17

DATE