

Exhibit 2

_____(Top 3 Inches Reserved for Recording Data)_____

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (“Agreement”) is made as of the ____ day of _____, 2019 (“Effective Date”), by and between **ST. FRANCIS OF ASSISI, INC., D/B/A LAKELAND SHORES APARTMENTS**, a Minnesota nonprofit corporation (“St. Francis”), and **CITY OF DULUTH**, a Minnesota municipal corporation (the “City”) (sometimes collectively referred to herein as the “Parties”).

RECITALS

- A. St. Francis is the owner of certain real property located in the City of Duluth, St. Louis County, Minnesota, and legally described in the attached Exhibit A (the “St. Francis Property”);
- B. The City desires access over a portion of the St. Francis Property for pedestrian ingress and egress to Kelso Park, a public park dedicated in the plat of Kelso’s Rearrangement of Blocks 1 and 2 of Sargent’s Rearrangement of Blocks 16, 17 and 18, London Addition to Duluth (“Kelso Park”) which easement is legally described on Exhibit B and depicted on the attached Exhibit C ; and,
- C. St. Francis desires to grant such access to the City for the purposes set forth above and under the conditions and terms set forth below.

NOW, THEREFORE, in and for consideration of the aforementioned Recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Access Easement. Subject to any express conditions, limitations, or reservations contained herein, St. Francis hereby grants, declares, establishes, reserves, covenants, and dedicates to the City, in trust for the benefit of the public, an exclusive and perpetual easement over, upon and across that portion of the St. Francis Property legally described and set forth on the attached Exhibit B and as depicted on the attached Exhibit C (the “Easement Area”) for the sole purpose of construction, maintenance, inspection, operation, protection, repair, replacement, and/or removal of a pedestrian walkway within the Easement Area for access to Kelso Park. To the extent that there is a discrepancy between the area described on Exhibit B and depicted on Exhibit C, the Easement Area shall be defined by the description on Exhibit B.

2. Conditions of Access. St. Francis shall not do or permit anything to be done on or to the Easement Area which may unreasonably impede, limit, or restrict pedestrian access to and from the public street known as North 45th Avenue East. All maintenance and repair work performed within the Easement Area with respect to the pedestrian walkway shall be performed by the City, at its sole expense.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

4. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties, whether written or oral. No modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

5. Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

6. Authority. Each party executing this Agreement hereby represents and warrants to the other that it has full authority and right to execute this Agreement.

7. Counterpart Signatures. This Agreement may be signed in counterpart, and the compilation of all executed pages will constitute a single, fully executed, original.

[Balance of page blank - Signature pages follow]



CITY OF DULUTH

a Minnesota municipal corporation

By: _____
Emily Larson, Mayor

By: _____
Chelsea Helmer, City Clerk

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

This instrument was acknowledged before me this ____ day of _____, 2019 by Emily Larson and Chelsea Helmer, the Mayor and City Clerk of the City of Duluth, a Minnesota municipal corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Gray, Plant, Mooty, Mooty & Bennett, P.A.
500 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
(Matter No. 412231 / JLM/TM)

EXHIBIT A

Legal Description of the St. Francis Property

Parcel 1:

Lots 1 through 14, inclusive, Kelso's Rearrangement of Blocks 1 and 2 of Sargents Rearrangement of Blocks 16, 17 and 18, London Addition to Duluth.

St. Louis County, Minnesota
Torrens Property

Parcel 2:

Vacated alley or lane between 45th Avenue East and Kelso Park more fully described as lying between Lot 6 and Lots 7 and 8 of Kelso's Rearrangement of Blocks 1 and 2 of Sargent's Rearrangement of Blocks 16, 17 and 18, London Addition to Duluth accruing thereto as evidenced in Resolution 86-0083 dated February 3, 1986, filed April 28, 1986, as Document No. 475684.5, and as shown in Resolution 86-0242 dated March 31, 1986, filed April 23, 1986, as Document No. 475685.

ALL SITUATED IN ST. LOUIS COUNTY MN

EXHIBIT B

**Legal Description
of
Pedestrian Ingress and Egress Easement**

An easement for pedestrian ingress and egress over and across that part of Lots 1 and 2, KELSO'S REARRANGEMENT OF BLOCKS 1 AND 2 OF SARGENTS REARRANGEMENT OF BLOCKS 16, 17 AND 18 LONDON ADDITION TO DULUTH, according to the recorded plat thereof, St. Louis County, Minnesota, which lies southeasterly of a line parallel with and 15.00 feet northwesterly of the southeasterly line of said Lot 1, and its northeasterly extension.

EXHIBIT C

PEDESTRIAN INGRESS AND EGRESS EASEMENT

An easement for pedestrian ingress and egress over and across that part of Lots 1 and 2, KELSO'S REARRANGEMENT OF BLOCKS 1 AND 2 OF SARGENTS REARRANGEMENT OF BLOCKS 16, 17 AND 18 LONDON ADDITION TO DULUTH, according to the recorded plat thereof, St. Louis County, Minnesota, which lies southeasterly of a line parallel with and 15.00 feet northwesterly of the southeasterly line of said Lot 1, and its northeasterly extension.

