

# Exhibit 1

## EASEMENT

THIS EASEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the CITY OF DULUTH, MINNESOTA, a municipal corporation, hereinafter referred to as “Grantor”, in favor of the COUNTY OF SAINT LOUIS, MINNESOTA, a body politic and corporate and political subdivision, hereinafter referred to as “Grantee”.

WITNESSETH:

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

WHEREAS, Grantor has agreed to grant Grantee an easement for highway purposes over, under and across the Grantor Property.

NOW, THEREFORE, Grantor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the COUNTY OF SAINT LOUIS, as grantee, its successors and assigns, an easement more particularly described as follows, to-wit:

A PERMANENT EASEMENT for HIGHWAY PURPOSES, over, under, and across the Grantor Property.

INCLUDING the rights of the COUNTY OF SAINT LOUIS, its contractors, agents, servants, and assigns, to enter upon the Grantor Property at all reasonable times to install, reinstall, inspect, repair, and maintain said public highway system over, across, on, under, and through the Grantor Property, together with the right to grade, level, fill, drain, pave, and excavate the Grantor Property, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of the public highway system. Election by Grantee to not exercise all or any part of its rights at any time shall not constitute forfeiture of any such rights.

It is understood that the right, privilege and easement herein granted and the provisions hereof shall extend to and bind the heirs, personal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the day and year first above written.

CITY OF DULUTH

By: \_\_\_\_\_  
Emily Larson  
Its: Mayor

And By: \_\_\_\_\_  
Chelsea Helmer  
Its: City Clerk

STATE OF MINNESOTA        )  
  )ss  
COUNTY OF SAINT LOUIS    )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Emily Larson and Chelsea Helmer, the Mayor and the City Clerk of the City of Duluth, and fully authorized to execute the document contained herewith on behalf of the City of Duluth, Grantor.

(Notarial Stamp or Seal)

\_\_\_\_\_  
Signature of Person taking Acknowledgement

This Instrument was drafted by:

Office of the City Attorney  
Room 440 City Hall  
411 West 1st Street  
Duluth, MN 55802-1198

This conveyance is entitled to recording without payment of fee, pursuant to Minnesota Statutes Section 386.77, it being for the benefit of the County of St. Louis

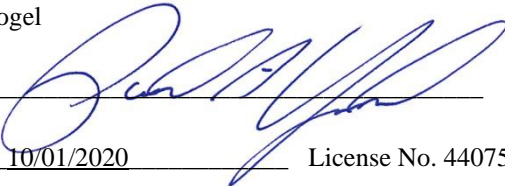
## EXHIBIT A

PERMANENT EASEMENT for HIGHWAY PURPOSES over, under and across those parts of the SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$ , Government Lot 2 and Government Lot 3, all in Section 19, Township 51 North, Range 12 West, St. Louis County, Minnesota, lying easterly of the plat of GREENWOOD BEACH between the southeasterly extension of the northeasterly line of Block 2, said GREENWOOD BEACH and the southeasterly extension of the northeasterly line of Lot 22, Block 1, said GREENWOOD BEACH.

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.

Paul A. Vogel

Signed



Date

10/01/2020

License No. 44075