

EXHIBIT 1

TEMPORARY EASEMENT

C.S. 6910 (23=185) 906
Parcel 60
County of St. Louis

Date: _____

For and in consideration of the sum of six hundred and 00/100 Dollars (\$600.00), City of Duluth, a municipal corporation under the laws of the state of Minnesota, Grantor, hereby grants to the State of Minnesota, Grantee, a temporary easement to be used for highway purposes on all that part of the following described property in St. Louis County, Minnesota:

The right to use that part of Tract A described below for highway purposes, which right shall cease on December 1, 2021, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes:

Tract A. Lots 4 through 13, inclusive, Block 8, Ironton First Division, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota; the title thereto being registered as evidenced by Certificate of Title No. 327385.0;

which lies northwesterly of the northwesterly right of way line of Trunk Highway No. 23 as now located and established and southeasterly of the following described line: Beginning at the northwest corner of said Lot 13; thence northeasterly along the northwesterly line of said Block 8 to the northwesterly corner of said Lot 8; thence easterly along the northerly line thereof to an intersection with a line run parallel with and distant 100 feet northwesterly of said northwesterly right of way line; thence northeasterly along said 100 foot parallel line to an intersection with the easterly line of said Lot 4 and there terminating.

Grantor is the owner of the above described premises and has the lawful right and authority to convey and grant the temporary easement herein granted.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this temporary easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the temporary easement, including grading said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

Grantee shall, upon completion of its use of the area covered by this temporary easement and prior to the expiration of the term of this easement, restore the area covered by this temporary easement to substantially the same condition as existed prior to this easement.

Each party shall be responsible for its own acts and omissions, the acts and omissions of its employees, and results thereof to the extent authorized by law. The parties shall not be responsible for the acts of any others and the results thereof. Liability of the State shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law.

CITY OF DULUTH

By_____

Its Mayor

And_____

Its City Clerk

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Emily Larson and Jeffrey Cox, Mayor and City Clerk, respectively, of City of Duluth, a municipal corporation organized and existing under the laws of the State of Minnesota, on behalf of the City.

This instrument was drafted by the
State of Minnesota, Department of
Transportation, Legal and Property
Management Unit,
395 John Ireland Blvd.
St. Paul, MN 55155-1800