

EXHIBIT 1

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT (this “Amendment”) is entered into this ____ day of _____, 2019, by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (the “City”), MARINE IRON & SHIP BUILDING COMPANY, a Minnesota corporation (“Marine Iron”). The City and Marine Iron are collectively referred to in this Amendment as the “Parties.”

WHEREAS, the Parties entered into an agreement dated July 24, 1992, recorded on September 3, 1997 in the Office of the St. Louis County Registrar of Titles as Document No. 553582 and in the Office of the St. Louis County Recorder as Document No. 554771 (the “Agreement”) which, among other things: (1) conveyed a portion of the property known as the Minnesota Slip to the City; and (2) created a 20-foot wide navigational easement within the Minnesota Slip.

WHEREAS, the Minnesota Slip is legally described on the attached Exhibit A.

WHEREAS, the Parties wish to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual benefits contained herein, the receipt and sufficiency of which is acknowledged, the Parties agree to amend the Agreement as follows:

A. Paragraph 1 of the Agreement is deleted in its entirety and completely replaced with the following Paragraph 1:

1. *Marine Iron hereby grants, conveys and quit claims to the City all interest and right, riparian or otherwise, in the portion of Minnesota Slip (which Minnesota Slip is legally described in Exhibit A, attached hereto) described as follows (the “Westerly Portion”):*

That portion of Minnesota Slip westerly and northwesterly of the following-described lines:

Commencing at the intersection of the Easterly line of Minnesota Slip and the U.S. Government Harbor Line; thence northerly along said Easterly line of Minnesota Slip to the Northeast corner of Minnesota Slip and the point of beginning of the line described herein; thence deflect 146° 38' 02" to the left in a southwesterly direction, on a line (the “Diagonal Line”) extending at an angle of 33° 26' 37” from the Northerly line of Minnesota Slip and 33° 21' 58" from the Easterly line of Minnesota Slip, and along said Diagonal Line to its intersection with a line parallel with and sixty-nine (69) feet easterly of the Westerly Line of Minnesota Slip (the “Parallel Line”); thence deflect to the left and southerly along the Parallel Line to its intersection with Line A described below; thence deflect to the right and west along Line A a distance of four (4) feet to its intersection with a line parallel with and sixty-five (65) feet easterly of the Westerly Line of Minnesota Slip; thence deflect to the left and southerly along said line to the U.S. Government Harbor Line, and there terminating.

Line A

Commencing at the Northwesterly corner of Minnesota Slip; thence southerly along the Westerly line of Minnesota Slip to a point that is seven hundred (700) feet southerly of said Northwesterly corner and the point of beginning of Line A; thence deflect to the left and easterly along a line perpendicular to the Westerly line of Minnesota Slip to its intersection with the centerline of Minnesota Slip.

The interest hereby conveyed includes, but is not limited to the right of the City to use the Westerly Portion as it in its sole discretion sees fit, including but not limited to the temporary or permanent mooring of vessels, ships, or boats, including the William A. Irvin.

B. Paragraph 2 of the Agreement is deleted in its entirety and completely replaced with the following Paragraph 2:

2. *The City and Marine Iron hereby grant, convey and quit claim to each other a non-exclusive easement for navigational purposes in the portion of Minnesota Slip described as follows (the “Easement Portion”):*

That portion of Minnesota Slip bounded on the west by a line parallel with and six (6) feet westerly of the centerline of Minnesota Slip; bounded on the east by a line parallel with and ten (10) feet easterly of the centerline of Minnesota Slip; bounded on the south by Line A described below; and bounded on the north by the Diagonal Line (as defined above).

AND

That portion of Minnesota Slip bounded on the west by a line parallel with and ten (10) feet westerly of the centerline of Minnesota Slip; bounded on the east by a line parallel with and ten (10) feet easterly of the centerline of Minnesota Slip; bounded on the south by the U.S. Government Harbor Line; and bounded on the north by Line A described below.

Line A

Commencing at the Northwesterly corner of Minnesota Slip; thence southerly along the Westerly line of Minnesota Slip to a point that is seven hundred (700) feet southerly of said Northwesterly corner and the point of beginning of Line A; thence deflect to the left and easterly along a line perpendicular to the Westerly line of Minnesota Slip to its intersection with the centerline of Minnesota Slip.

Neither the City nor Marine Iron shall construct docks in, moor vessels, ships, or boats in, or otherwise obstruct navigation in any part of the Easement Portion.

C. The following paragraph 8 is added to the Agreement:

8. *The City hereby grants to Marine Iron the right to maintain and use one seasonal, non-permanent boat dock in that part of the Westerly Portion lying northwest of the Diagonal Line and east of the Parallel Line, extended northerly to the north end of the Minnesota Slip (the “Dock Area”). The City may at its own expense remove any dock located within the Dock*

Area when and as necessary to repair, maintain or reconstruct storm sewer facilities outletting through the northerly end of the Minnesota Slip. The City will endeavor to repair, maintain and reconstruct storm sewer facilities outletting through the northerly end of the Minnesota Slip during the boating off-season. In the event the City wishes to remove Marine Iron's dock from the Dock Area, the City will (i) give Marine Iron such notice as is reasonable under the circumstances, and (ii) cause Marine Iron's dock to be reinstalled when the City's work has been completed, at the City's expense.

D. Except as specifically amended pursuant to this Amendment, the Agreement remains in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall govern.

IN WITNESS WHEREOF, the City and Marine Iron have caused this Amendment to be executed as of the dates set forth below.

MARINE IRON & SHIP BUILDING COMPANY, a Minnesota corporation

By: _____

Printed Name: _____

Its: _____

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

This instrument was acknowledged before me this _____ day of _____, 2019 by _____, the _____ of MARINE IRON & SHIP BUILDING COMPANY, a Minnesota corporation.

Notary Public

CITY OF DULUTH

By: _____
Mayor

By: _____
City Clerk

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

The foregoing instrument was subscribed and sworn before me this _____ day of _____, 2019, by Emily Larson and Chelsea Helmer, Mayor and City Clerk, respectively, of the City of Duluth, a municipal corporation organized and existing under the laws of the State of Minnesota.

Notary Public

This instrument was drafted by:
Office of the City Attorney
Room 410 City Hall
411 West 1st Street
Duluth, MN 55802-1198

EXHIBIT A TO AMENDMENT TO AGREEMENT

Minnesota Slip Legal Description

All that part of the Minnesota Slip and all those parts of the Commerce Division of Duluth, Industrial Division of Duluth, Transfer Division of Duluth and Cowell's Addition to Duluth, according to the recorded plats thereof, and all those parts of Government Lot 3 and Government Lot 4, Section 27, Township 50 North, Range 14 West of the Fourth Principal Meridian; all in St. Louis County, Minnesota, described as follows:

Commencing at the intersection of the Easterly right of way line of 5th Avenue West with the U.S. Government Harbor Line, thence Northeasterly, along said U.S. Government Harbor Line, a distance of 1051.06 feet to the intersection with the Westerly line of said Minnesota Slip and said intersection being the point of beginning of the parcel to be described; thence deflect $66^{\circ} 47' 00''$ to the left in a Northerly direction, along said Westerly line of the Minnesota Slip, a distance of 955.54 feet to the Southeasterly right of way line of Interstate 35; thence deflect $66^{\circ} 43' 56''$ to the right in a Northeasterly direction, along said right of way line, a distance of 163.28 feet to the Easterly line of said Minnesota Slip; thence deflect $113^{\circ} 16' 04''$ to the right in a Southerly direction, along said Easterly line of the Minnesota Slip, a distance of 955.70 feet to the U.S. Government Harbor Line; thence deflect $66^{\circ} 47' 00''$ to the right in a Southwesterly direction, along said U.S. Government Harbor Line, a distance of 163.22 feet to the point of beginning.