

EXHIBIT 1

TEMPORARY EASEMENT

C.S. 6910 (23=185) 906
Parcel 61
County of St. Louis

Date: _____

For and in consideration of the sum of five hundred and 00/100 Dollars (\$500.00), 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 all 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. That part of Government Lot 1 of Section 23, Township 49 North, Range 15 West, St. Louis County, Minnesota, described as follows: Beginning at the intersection of the northwesterly right of way line of Trunk Highway No. 23 as now located and established and the west line of said Government Lot 1; thence northeasterly along said northwesterly right of way line for 257.6 feet; thence deflect to the left at a right angle to an intersection with the north line of said Government Lot 1; thence westerly along said north line to an intersection with a line run parallel with and distant 100 feet northwesterly of said northwesterly right of way line; thence southwesterly parallel with said northwesterly right of way line to the west line of said Government Lot 1; thence southerly along said west line to the point of beginning;

containing 0.47 acre, more or less.

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 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