

Exhibit 1

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “Agreement”) is by and between ALESSANDRO GIULIANI, an unmarried person (“Grantor”), and the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota (“City”).

A. Grantor owns the real property located in St. Louis County, Minnesota legally described as follows (the “Property”):

W'ly 20 feet of N'ly 50 feet of Lot 262, Block 33, DULUTH PROPER SECOND DIVISION, being 20 feet on Superior Street and a depth of 50 feet

AND

Lot 264, Block 33, DULUTH PROPER SECOND DIVISION.

B. City will be reconstructing West Superior Street to (i) replace the existing roadway with a new bituminous road with curb and gutter; (ii) install new sidewalks, multi-use paths, improved street lighting and green space; and (iii) replace watermains and storm sewer (collectively, the “Project”).

C. During the Project, City needs to temporarily use space outside of the right-of-way of West Superior Street for construction purposes.

D. City desires to temporarily use that portion of the Property legally described and depicted on the attached Exhibit A (the “Temporary Construction Easement Area”) for the Project and Grantor is willing to provide City with a temporary easement to do so.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

I. PERMISSION AND PROPERTY

A. Grantor grants and conveys to City, its successors and assigns, a non-exclusive, temporary construction easement to enter onto the Temporary Construction Easement Area with all necessary tools, equipment, vehicles, and related materials for the purpose of completing the Project and related activities (the “Easement”). City, its employees, contractors, agents and subcontractors may enter onto the Temporary Construction Easement Area at all times for the purposes described above. From time to time during the Term (defined below), City’s use of the Temporary Construction Easement Area may be exclusive as necessary to perform its construction activities and to protect the public.

B. City’s use of the Temporary Construction Easement Area shall be limited to the purposes stated above.

C. The Easement shall extend to and bind the successors and assigns of Grantor and City and shall run with the land.

II. TERM

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall begin September 1, 2025 and shall expire at the end of the day on December 31, 2028, or on such date that the Project is completed, whichever occurs first (the “Term”).

III. LAWS, RULES AND REGULATIONS

During the Term, City will conduct its activities related to this Agreement in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and City of Duluth.

IV. NO THIRD PARTY RIGHTS

This Agreement is to be construed and understood solely as an agreement between the parties hereto regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person, organization, or business shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

V. APPLICABLE LAW

The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those state courts located within St. Louis County, Minnesota.

VI. AMENDMENTS

Any amendments to this Agreement shall be in writing and shall be executed by the same individuals who executed this Agreement or their successors in office.

VII. AUTHORITY TO EXECUTE AGREEMENT

Grantor represents that it is the owner of the Temporary Construction Easement Area and the individuals signing below have the authority to execute this Agreement on behalf of Grantor.

VIII. ENTIRE AGREEMENT

This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may be executed in counterparts, which together shall form one original.

IV. RECORDING OF AGREEMENT IN REAL ESTATE RECORDS

City may, in its discretion and at its sole cost, record this Agreement in the St. Louis County, Minnesota real estate records.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below.

ALESSANDRO GIULIANI

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

This instrument was acknowledged before me this _____ day of _____, 2025 by
ALESSANDRO GIULIANI, an unmarried person.

Notary Public

CITY OF DULUTH

By: _____
Roger J. Reinert, Mayor

Attest: _____
_____, City Clerk

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

This instrument was acknowledged before me this ___ day of _____, 2025 by Roger J. Reinert, the Mayor of the City of Duluth, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota.

Notary Public

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

This instrument was acknowledged before me this ___ day of _____, 2025 by _____, the City Clerk of the City of Duluth, a municipal corporation and political subdivision created 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



Building a Better World
for All of Us®

EXHIBIT A

GIULIANI ALESSANDRO
West Superior Street
Proposed Temporary Construction
Easement Description
SEH No. DULUT 171078

Temporary Construction Easement Description:

The northwesterly 10.00 feet of Lot 264, AND the northwesterly 5.00 feet of the northeasterly 5.00 feet of the southwesterly 20.00 feet of Lot 262, all in Block 33, DULUTH PROPER SECOND DIVISION, according to the recorded plat thereof, Saint Louis County, Minnesota.

CERTIFICATION

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.

A handwritten signature in cursive script, appearing to read "Chris A. Larsen".

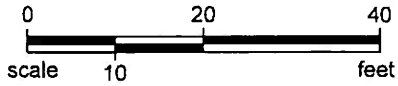
Chris A. Larsen, PLS
Minnesota License No. 45848

July 29, 2025
Date

C:\Users\pbillings\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\RI44L49O\DU171078 GIULIANI ALESSANDRO TEMP
EASE Descriptions.docx.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 418 West Superior Street, Suite 200, Duluth, MN 55802-1512
SEH is 100% employee-owned | sehinc.com | 218.279.3000 | 888.722.0547 | 888.908.8166 fax



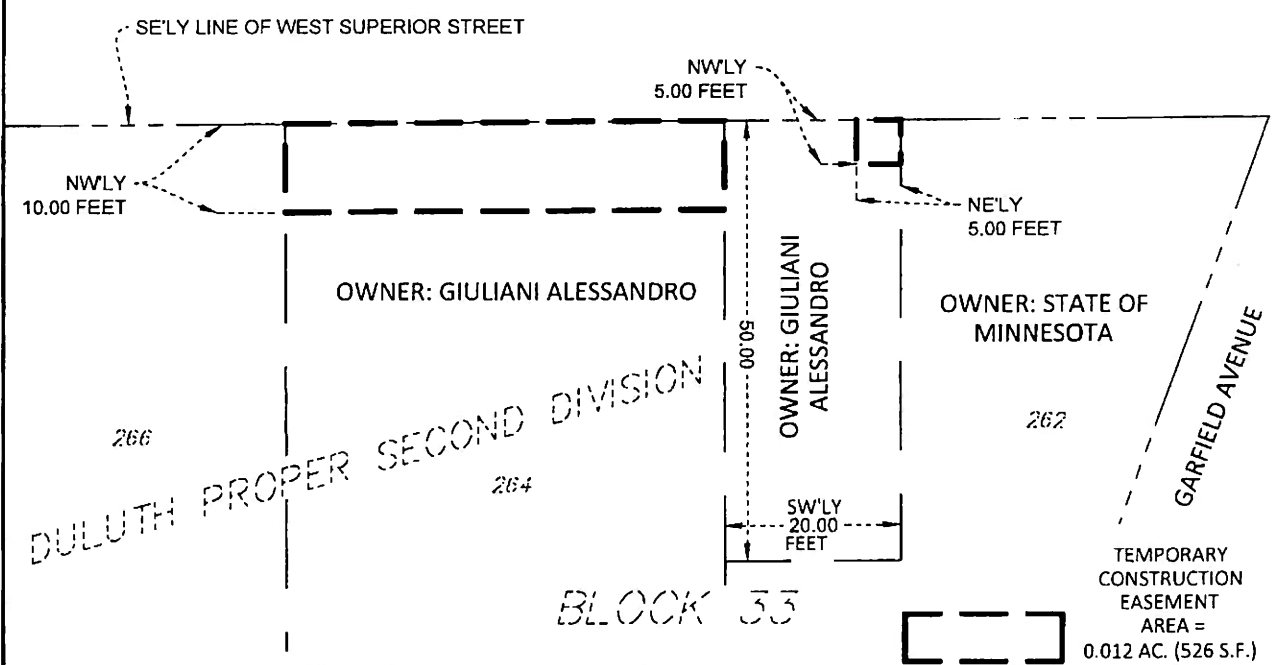
ORIENTATION OF THIS BEARING SYSTEM IS
 BASED ON THE ST. LOUIS COUNTY
 TRANSVERSE MERCATOR COORDINATE
 SYSTEM, NAD83 (1996 ADJ)

I hereby certify that this exhibit has been checked
 and approved this 18th day
 of AUGUST, 2025.

Signature: [Handwritten Signature]
 City Engineer

Printed Name: CINDY VOKT Date: 8-18-25

WEST SUPERIOR
 STREET



EASEMENT EXHIBIT FOR: W SUPERIOR STREET RECONSTRUCTION

DULUTH,
 MINNESOTA

SEH Project DULUT 171078
 Drawn By BMG
 Surveyed By JAH
 Checked By CAL

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 PROFESSIONAL LAND SURVEYOR UNDER
 THE LAWS OF THE STATE OF MINNESOTA.

[Handwritten Signature]
 CHRIS A. LARSEN, L.S.
 DATE 7-29-2025 LICENSE NO. 45848



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