

## **Exhibit 1**

### **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “Agreement”) is by and between ZENITH BASE CAMP, LLC, a Minnesota limited liability company (“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”):

Those parts of Lot 422 and 424, except the westerly 25.00 feet of Lot 424, assuming the dividing line of Lots 422 and 424 to run North and South, all in Block 43, Duluth Proper, Second Division, lying northwesterly of the following described line: Commencing at the most northerly corner of Lot 418 in said Block 43; thence southeasterly along the northeasterly line of said Lot 418 a distance of 98.00 feet to the beginning of the described line; thence deflect 89 degrees 54 minutes 30 seconds to the right in a southwesterly direction along a line 22.0 feet distant and parallel with the center line of the main track of the Soo Line Railroad Company a distance of 175.00 feet and said line there terminating.

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 December 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.

**ZENITH BASE CAMP, LLC**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by  
\_\_\_\_\_, the \_\_\_\_\_ of Zenith Base Camp, LLC, a Minnesota  
limited liability company.

\_\_\_\_\_  
Notary Public

**CITY OF DULUTH**

By: \_\_\_\_\_  
Roger J. Reinert, Mayor

Attest: \_\_\_\_\_  
Alyssa Denham, 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 Alyssa Denham, 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



## EXHIBIT A

Building a Better World  
for All of Us®

Zenith Base Camp LLC  
Proposed Easement Description  
West Superior Street  
SEH No. DULUT 171078

### Temporary Construction Easement Description:

That part of Lot 424, Block 43, DULUTH PROPER SECOND DIVISION, according to the recorded plat thereof, Saint Louis County, Minnesota, lying within the following described figure: Commencing at the most westerly corner of said Lot 424; thence North 41 degrees 41 minutes 33 seconds East, assigned bearing, along the southeasterly line of West Superior Street, according to said plat, a distance of 25.00 feet to the northeast line of the southwesterly 25 feet of said Lot 424, and the POINT OF BEGINNING; thence continuing North 41 degrees 41 minutes 33 seconds East, along the said southeasterly line of West Superior Street, a distance of 5.00 feet; thence South 48 degrees 19 minutes 51 seconds East a distance of 5.00 feet; thence South 41 degrees 41 minutes 33 seconds West a distance of 5.00 feet to the said northeast line of the southwesterly 25 feet of said Lot 424; thence North 48 degrees 19 minutes 51 seconds West, along said line, a distance of 5.00 feet to the Point of Beginning and there terminating.

### 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.

Chris A. Larsen, PLS  
Minnesota License No. 45848

November 18, 2025  
Date



0 20 40  
scale feet

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 November, 2025.

Signature: C. V. Voigt  
City Engineer

Printed Name: CINDY VOIGT Date: 11/18/25

80'00

WEST SUPERIOR  
STREET

MOST WLY CORNER  
OF LOT 424  
P.O.C.

P.O.B.  
N 41°41'33" E 25.00  
N 48°19'51" W 5.00  
S 48°19'51" E 5.00  
S 41°41'33" W 5.00

SE'L Y LINE OF WEST  
SUPERIOR STREET

DULUTH PROPER SECOND DIVISION  
SWLY 25.00 FEET  
OF LOT 424

OWNER: ZENITH BASE CAMP LLC

426

424

422

BLOCK 45

NE LINE OF THE  
SWLY 25.00 FEET

TEMPORARY  
CONSTRUCTION  
EASEMENT  
AREA =  
0.0006 AC. (25 S.F.)



## 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.

CHRIS A. LARSEN, L.S.

DATE 11-10-2025

LICENSE NO. 45848

