

## Exhibit 1

### TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “Agreement”) is by and between JACK GARTNER AND CAROL GARTNER (collectively “GARTNER”), married to each other, RICHARD S. LUCK AND RENAE LUCK (collectively “LUCK”), married to each other, and 4GRC LLC, a Minnesota limited liability company (“LLC”) and the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota (“City”).

A. GARTNER and LUCK are the fee owners of the real property located in St. Louis County, Minnesota legally described as follows (the “Property”):

Lot 383, Block 50, DULUTH PROPER SECOND DIVISION, according to the recorded plat thereof.

B. GARTNER and LUCK’s interest in the Property is subject to that certain Contract for Deed dated August 31, 2022 in favor of LLC, which contract was recorded in the Office of the St. Louis County Recorder on September 2, 2022 as Document No. 1451097. GARTNER, LUCK and LLC are collectively referred to in this Agreement as “Grantor.”

C. 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”).

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

E. 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.]*











Building a Better World  
for All of Us®

## EXHIBIT A

4GRC LLC  
Proposed Temporary Construction  
Easement Description  
West Superior Street  
SEH No. DULUT 171078

### Temporary Construction Easement Description:

A parcel of land over, under, and across that part of Lot 383, Block 50, DULUTH PROPER SECOND DIVISION, according to the recorded plat thereof, Saint Louis County, Minnesota, lying southwesterly and southeasterly of the following described line:

Commencing at the most easterly corner of said Lot 383; thence South 41 degrees 39 minutes 57 seconds West, assigned bearing, along the southeasterly line of said Lot 383, a distance of 21.10 feet to the POINT OF BEGINNING; thence North 48 degrees 20 minutes 27 seconds West, a distance of 5.00 feet; thence South 41 degrees 39 minutes 43 seconds West, a distance of 24.00 feet; thence North 48 degrees 20 minutes 17 seconds West, a distance of 20.00 feet; thence South 41 degrees 39 minutes 43 seconds West, a distance of 5.00 feet to the southwesterly line of said Lot 383 and said line 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.

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

Chris A. Larsen, PLS  
Minnesota License No. 45848

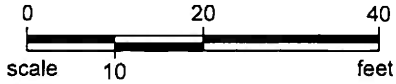
July 29, 2025  
Date

X:\AEID\IDULUT\171078\9-survey\93-doc\15-proposed-desc\ DU171078 4GRC LLC - TEMP EASE Descriptions.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](http://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)

WEST FIRST STREET  
ALLEY

BLOCK 50

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

Signature: [Signature]  
City Engineer

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

DULUTH PROPER SECOND DIVISION

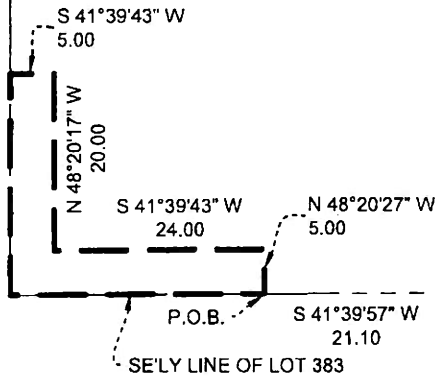
NORTH 24TH  
AVENUE WEST

385

387

OWNER: 4GRC LLC

SWLY LINE OF LOT 383



P.O.C.  
MOST E'LY CORNER  
OF LOT 383, BLOCK 50, DULUTH  
PROPER SECOND DIVISION  
AS PLATTED

WEST SUPERIOR  
STREET

TEMPORARY  
CONSTRUCTION  
EASEMENT  
AREA =  
0.006 AC. (245 S.F.)

EASEMENT EXHIBIT FOR: W SUPERIOR STREET RECONSTRUCTION

DULUTH,  
MINNESOTA

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.



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

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

1  
of 1

Save: 8/7/2025 11:50 AM gprezzyk Plot: 8/8/2025 4:08 PM X:\AED\DUJUT\171078\18-survey\92-CAD\15-dwg\DUJ171078\_RW Exhibit.dwg