

EXHIBIT 1

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

Business Entity to Business Entity

eCRV number: N/A

DEED TAX DUE: \$1.65*

DATE: _____, 2022

FOR VALUABLE CONSIDERATION, **City of Duluth**, a Minnesota municipal corporation, ("**Grantor**") hereby conveys and quitclaims to **Duluth Seaway Port Authority**, a body politic and corporate, organized under the laws of the State of Minnesota, ("**Grantee**") real property in St. Louis County, Minnesota, legally described as follows:

See Exhibit A attached hereto.

Check here if all or part of the described real property is Registered (Torrens) ☒

together with all hereditaments and appurtenances belonging thereto., and subject to the following:

Grantee, for itself and its successors and assigns, agrees that Grantee has had the opportunity to inspect the Property and is not relying on any representations or warranties, express or implied, of any kind whatsoever from Grantor as to any matters concerning the Property, including, but not limited to, the physical condition of the Property and any defects thereof, zoning status, tax consequences of this transaction, utilities, operating history or projections, valuation, governmental approvals, the presence of any Hazardous Substances in, on, under, or in proximity to the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks, transformers, and asbestos or lead containing structures or materials in, on or under the Property, the condition of title to the Property and the leases, easements, permits, orders, licenses, or other agreements, affecting the Property. Grantee acknowledges that Hazardous Substances may be on, at, under, or emanating from and in proximity to the Property which may or may not be in violation of Environmental Laws and that Grantee's investigation may not have disclosed all such Hazardous Substances or violations or the extent thereof. AS SUCH, GRANTEE ACCEPTS AND IS AWARE THAT GRANTEE IS ACQUIRING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO, ASSOCIATED WITH, OR ARISING FROM THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY.

Grantee agrees not to sue or to assert any claim or cause of action against Grantor arising out of the presence, release, or threatened release of a Hazardous Substance or a pollutant or contaminant occurring on or in the Property pursuant to any right of contribution or indemnification provided by any state or federal statutory or common law including, but not limited to Environmental Laws and any other federal, state, local governmental statute, regulation or ordinance, the subject of which is the protection of human health, safety, natural resources, or the environment now in existence or hereafter enacted. Except as provided for in previous agreements between the Grantor and Grantee, Grantor agrees not to sue or to assert any claim or cause of action against Grantee arising out of the release of a Hazardous Substance or pollutant or contaminant occurring on or in the Property except pursuant to any right of contribution or indemnification provided by any state or federal statutory or common law including, but not limited to Environmental Laws and any other federal, state, local governmental statute, regulation or ordinance, the subject of which is the protection of human health, safety, natural resources, or the environment now in existence or hereafter enacted.

In the event of a claim or lawsuit under state or federal statutory or common law arising from contamination of the Property in any manner by a Hazardous Substance or a pollutant or contaminant, Grantee will defend (with counsel acceptable to Grantor), indemnify and hold harmless Grantor. If Grantee causes or permits the release or threatened release of any Hazardous Substance or pollutant or contaminant on or in the Property, Grantee shall promptly, at no expense to Grantor, take any and all actions necessary to return the Property to a condition that is in accordance with all applicable federal, state, and local laws and regulations.

Nothing in the above paragraphs shall modify or superseded the limitations in the then-applicable provisions of Chapter 466, Tort Liability, Political Subdivisions, of the Minnesota Statutes.

As used in the paragraphs above:

- “Claims” means any and all present, past, or future liabilities, suits, claims, cross claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney’s fees, consultant’s fees, costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);

- “Environmental Laws” means all federal, state and local laws, statutes, ordinances, regulations, standards, rules, policies, common law rule and other-binding and non-binding governmental requirements in effect on the date hereof or adopted or modified after the date of this agreement, and any judicial or administrative interpretation thereof having the force and effect of law, including, without limitation, any applicable judicial or administrative order, consent decree, judgment, order or requirement conferring rights or imposing duties at common law (including without limitation the common law respecting nuisance and tortious liability) relating in any way to the environment, natural resources, plants and animals, and human health and safety, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq.; Minn. Stat. § 115B.01, et seq. (2014); the Federal Water Pollution Control Act, 33 U.S.C. §1201, et seq.; the Clean Water Act, 33 U.S.C. §1321, et seq.; the Clean Air Act, 42 U.S.C. §7401, et seq.; the Toxic Substances Control Act, 33 U.S.C. §1251, et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136, et seq.; the Atomic Energy Act, 42 U.S.C. §2011, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101, et seq.; the Endangered Species Act, 7 U.S.C. §136; 16 U.S.C. §460 et seq.; and any similar or comparable state or local law; and

- “Hazardous Substance” means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity,

polychlorinated biphenyl or any other chemical, element, compound, chemical mixture, substance or material listed or identified in or regulated by any Environmental Law.

These covenants shall run with the land and be binding upon Grantee, its assigns and other successors in title or interest of Grantee.

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [...].)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR:

City of Duluth

By: _____
Emily Larson
Its Mayor

By: _____
Ian B. Johnson
Its City Clerk

**Total consideration for this transfer is \$500.00 or less.*

State of Minnesota, County of St. Louis County

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Emily Larson the Mayor of the City of Duluth and on behalf of the City of Duluth.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

State of Minnesota, County of St. Louis County

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Ian B. Johnson, the City Clerk of the City of Duluth and on behalf of the City of Duluth.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

GRANTEE

By: _____
Deb DeLuca
Its Executive Director

State of Minnesota, County of St. Louis County

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Deb DeLuca, the Executive Director of the Duluth Seaway Port Authority and on behalf of the Duluth Seaway Port Authority.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Steven C. Overom
Overom Law, PLLC
802 Garfield Avenue
Suite 101
Duluth, MN 55802

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN
THIS INSTRUMENT SHOULD BE SENT TO:
Duluth Seaway Port Authority
802 Garfield Avenue
Duluth, MN 55802

EXHIBIT A
Legal Description

All of the land or land covered with water in or adjacent to ERIE PIER on the Plat of ONEOTA, located within the following described boundary: Commencing at a point on the center line of St. Paul Avenue (now 44th Avenue West) projected in a straight line SE'ly, which is 789 feet, measured on said center line, from the SE'ly line of First Street (now Oneota Street), which is the point of beginning; thence continuing SE'ly along the center line of said St. Paul Avenue (now 44th Avenue West), projected SE'ly in a straight line to a point where it intersects the Government dock line in St. Louis Bay; thence SW'ly along said Government dock line to a point where it intersects the center line of Brook Avenue (now 45th Avenue West), as projected; thence NW'ly along the said center line of said Brook Avenue as projected for a distance of 510 feet to a point; thence deflect to the right 92 degrees, 18 minutes, 0 seconds in a NE'ly direction for a distance of 280 feet to a point; thence deflect to the left 93 degrees, 5 minutes, 17 seconds in a NW'ly direction to a point located on a line parallel to and distant 789 feet SE'ly from the SE'ly line of said First Street (now Oneota Street); thence running NE'ly parallel with the SE'ly line of First Street (now Oneota Street) to the point of beginning

AND

All riparian rights adjacent and appurtenant to Philadelphia Pier in ONEOTA

AND

All riparian rights adjacent and appurtenant to Pittsburgh Pier in ONEOTA

AND

All riparian rights adjacent and appurtenant to Ontario Pier in ONEOTA

AND

A tract of land in the recorded plat of ONETA, bounded by the following four described lines:

On the northwest by a line drawn parallel with and distant 630 feet southeasterly from the southeasterly line of Oneota Street;

On the southwest by the prolongation of the center line of 41st Avenue West;

On the northeast by the prolongation of the center line of 40th Avenue West; and

On the southeast by the established dock line of the Harbor of Duluth.

EXCEPT all those parts of Lots 31-34, inclusive, lying southeasterly of a line parallel with and distant six hundred thirty (630) feet southeasterly from the southeasterly line of Oneota Street, New York Pier, ONEOTA, according to the recorded plat thereof.

INCLUDING all riparian rights.

SUBJECT TO railroad right of way and easements, conditions and restrictions of record.

St. Louis County, Minnesota