EXHIBIT 1

TEMPORARY LICENSE AGREEMENT

This TEMPORARY LICENSE AGREEMENT (this "Agreement") is by and between 1600 WOODLAND, LLC, a Minnesota limited liability company ("1600 Woodland LLC") and the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota ("City").

WHEREAS, 1600 Woodland LLC owns the real property legally described on the attached Exhibit A (the "1600 Woodland LLC Property").

WHEREAS, City will be reconstructing St. Marie St. between Woodland Avenue and Wallace Avenue to: (i) replace the existing roadway with a new bituminous road with curb and gutter; (ii) install a new multi-use path; and (iii) replace watermains and storm sewer (collectively, the "Project").

WHEREAS, during the Project, City needs to temporarily use space outside of the existing or to-be-dedicated right-of-way of St. Marie St. (the "City ROW") for construction purposes.

WHEREAS, City desires to temporarily use that portion of the 1600 Woodland LLC Property depicted in black hashing on the attached Exhibit B (the "Licensed Premises") in order to complete the Project, in addition to the following aspects: (i) tie in the 1600 Woodland LLC Property to the City ROW; (ii) slope grading; (iii) asphalt replacement; and/or, if applicable, (iv) restoration of vegetation disturbed during construction through re-seeding (collectively, the "1600 Woodland LLC Work"). The scope of work for the Project shall include the 1600 Woodland LLC Work.

WHEREAS, 1600 Woodland LLC wishes to provide City with a temporary license over the Licensed Premises in order to complete the Project and the 1600 Woodland LLC Work.

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

1600 Woodland LLC grants to City a temporary license to enter onto the Licensed Premises with all necessary tools, equipment, vehicles, and related materials for the purpose of completing the Project, including the 1600 Woodland LLC Work (the "License"). City, its employees, contractors, agents and subcontractors may enter onto the Licensed Premises at all times during the Term (defined below) for the purposes described in this Agreement. City may prune existing vegetation and may permanently remove trees within the Licensed Premises. City will not plant replacement trees due to potential interference with the City ROW. City will use its best efforts to remove only trees that might interfere with the City ROW and shall not remove trees simply because they are within the Licensed Premises. Unless specified otherwise herein, upon

completion of the Project, City shall restore all disturbed areas of the Licensed Premises to the equivalent, or better, of their condition prior to commencement of the Project. City shall have no ongoing responsibility as to the improvements within or condition of the Licensed Premises after restoration of the Licensed Premises.

II. TERM

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall begin April 1, 2026, and shall expire at the end of the day on December 31, 2027, or when the Project is completed, whichever is sooner (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. GOVERNMENT DATA PRACTICES

A. 1600 Woodland LLC shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by 1600 Woodland LLC under this Agreement.

B. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this section by 1600 Woodland LLC. If 1600 Woodland LLC receives a request to release the data referred to in this section, 1600 Woodland LLC must immediately notify City and consult with City as to how it should respond to the request. 1600 Woodland LLC will hold City, its officers, and employees harmless from any claims resulting from 1600 Woodland LLC's unlawful disclosure or use of data protected under state and federal laws.

V. 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.

VI. NOTICES

Notices sent pursuant to this Agreement shall be sufficient if sent by regular United States mail, postage prepaid, addressed to:

City	1600 Woodland LLC
City of Duluth	1600 Woodland LLC
Attn: Director of Public Works & Utilities	2200 Water Street
411 W. First Street, Room 240	Duluth, MN 55812
Duluth, Minnesota 55806	

or to such other persons or addresses as the parties may designate to each other in writing from time to time.

VII. 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.

VIII. 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.

IX. SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent-jurisdiction to be illegal or in conflict with any law, then the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

X. OWNERSHIP OF LICENSED PREMISES

1600 Woodland LLC represents that it is the fee owner of the 1600 Woodland LLC Property.

XI. 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 any number of counterparts and by different parties on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement.PDF and e-mail signatures shall be binding on the transmitting party and shall have the same force and effect as if the original signature had been delivered.

XIII. AUTHORITY TO EXECUTE AGREEMENT

The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards or other legal authority as

applicable, to the extent required to make this a binding agreement, that the individuals who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said individuals will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions of this Agreement.

[*Remainder of page is intentionally blank*.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

CITY OF DULUTH

By: _____
Mayor

ATTEST:

_____
City Clerk

Dated:_____

COUNTERSIGNED:

_____
City Auditor

APPROVED AS TO FORM:

_____
City Attorney

1600 WOODLAND LLC

By: _____

Its: _____

Title: _____

Dated: _____

EXHIBIT A

The following land in St. Louis County, Minnesota:

All that part of N 1/2 of NE 1/4 of NE 1/4, SECTION 14, TOWNSHIP 50 North of RANGE 14 West of the Fourth Principal Meridian, lying West of Wallace Avenue, EXCEPT those seven portions thereof, described as follows:

1. That part thereof occupied by St. Marie Street.

2. Beginning at Northwest corner of said N 1/2 of NE 1/4 of NE 1/4; Section 14, Township 50, Range 14, thence East along North line of said tract 90 feet, thence South on a line parallel with West line of said tract 183 feet, thence West on line parallel with North line of said tract 90 feet to West line of said tract, thence North along West line of said tract 183 feet to point of beginning.

3. All that part of the N 1/2 NE 1/4 of NE 1/4 of Section 14, Township 50 North, Range 14 West of the Fourth P.M., more particularly described as follows: Commencing at the Northwest corner of said N 1/2 of NE 1/4 of NE 1/4; thence Easterly along the North line of said N 1/2 of NE 1/4 of NE 1/4 --also being the center line of St. Marie Street--, a distance of 232.9 feet to a point; thence deflect 90 degrees 00 minutes 00 seconds to the right in a Southerly direction a distance of 140.0 feet, thence deflect 90 degrees 00 minutes 00 seconds to the left in an Easterly direction a distance of 128.0 feet; thence deflect 90 degrees 00 minutes 00 seconds to the right in a Southerly direction a distance of 173.0 feet; thence deflect 90 degrees 00 minutes 00 seconds to the right in a Westerly direction a distance of 140.0 feet; thence deflect 90 degrees 00 minutes 00 seconds to the left in a Southerly direction a distance of of 36.0 feet to a point, which point is the point of beginning, thence continue Southerly on the same deflection a distance of 254.0 feet; thence deflect 90 degrees 00 minutes 00 seconds to the left in an Easterly direction a distance of 74.0 feet; thence deflect 90 degrees 00 minutes 00 seconds to the right in a Southerly direction a distance of 57.0 feet, more or less, to the Southerly line of said N 1/2 of NE 1/4 of NE 1/4; thence Westerly along the South line of said N 1/2 of NE 1/4 of NE 1/4 to the Southwest corner of said N 1/2 of NE 1/4 of NE 1/4; thence Northerly along the West line of said N 1/2 of NE 1/4 of NE 1/4 a distance of 301.0 feet; thence Easterly to the point of beginning.

4. That part thereof lying Easterly of the following line: Commencing at a point where the South line of the said N 1/2 of NE 1/4 of NE 1/4 intersects the Easterly boundary line of Victoria Place in Mount Royal Division of Duluth, thence Easterly along the said South line a distance of 345 feet to a point of beginning of the line to be described; then Northerly at a deflection angle of 90 degrees to the left a distance of 260 feet to a point; thence Westerly at a deflection angle of 90 degrees to the left a distance of 120 feet to a point; thence Northerly at a deflection of 90 degrees to the right a distance of 260 feet, more or less, to the intersection with a line parallel and 140 feet Southerly of the North line of the said N ½ of NE 1/4 of NE 1/4; thence Easterly at a deflection angle of 90 degrees to the right, along said line parallel and 140 feet Southerly of said

North line of N 1/2 of NE 1/4 of NE 1/4, a distance of 37 feet to a point; thence Northerly at a deflection angle of 90 degrees to the left a distance of 140 feet to a point of termination on the said North line of the N 1/2 of NE 1/4 of NE 1/4.

5. That part thereof commencing at the Northwest corner of said N 1/2 of NE 1/4 of NE 1/4; thence Easterly, along the North line of said N 1/2 of NE 1/4 of NE 1/4, a distance of 90.00 feet; thence Southerly, along a line parallel with the West line of said N 1/2 of NE 1/4 of NE 1/4, a distance of 33.00 feet to the intersection with the South Line of St. Marie Street and said intersection being the point of beginning of the land to be described; thence continue Southerly, along the last described line, a distance of 113.00 feet; thence Easterly parallel with said North line a distance of 92.53 feet; thence deflect 70 degrees 59 minutes 34 seconds to the left in a Northerly direction a distance of 28.93 feet; thence deflects 5 degrees 42 minutes 42 seconds to the left in a Northerly direction a distance of 87.98 feet to said South line of St. Marie Street; thence West, along said South line of St. Marie Street being a line 33.00 feet distant and parallel with said North line, a distance of 119.93 feet to the point of beginning.

6. That part of the N 1/2 of NE 1/4 of NE 1/4, SECTION 14, TOWNSHIP 50 North, RANGE 14 West of the Fourth Principal Meridian, described as follows: Commencing at the intersection of the South line of said N 1/2 of NE 1/4 of NE 1/4 with the Easterly boundary --right of way line-- of Victoria Place in Mount Royal Division of Duluth, thence Easterly, along said South line, a distance of 125.00 feet to the point of beginning of the parcel of land to be described; thence deflect 90 degrees 00 minutes 00 seconds to the left in a Northerly direction a distance of 260.00 feet; thence deflect 90 degrees 00 minutes 00 seconds to the right in an Easterly direction a distance of 220.00 feet; thence deflect 90 degrees 00 minutes 00 seconds to the right in a Southerly direction a distance of 260.00 feet to said South line of the N 1/2 of NE 1/4 of NE 1/4; thence deflect 90 degrees 00 minutes 00 seconds to the right, along said South line, a distance of 220.00 feet to the point of beginning.

7. That part of N 1/2 of NE 1/4 of NE 1/4, SECTION 14, TOWNSHIP 50 North, RANGE 14 West of the Fourth Principal Meridian, described as follows: Beginning at the Northwest corner of said N 1/2 of NE 1/4 of NE 1/4, thence Easterly, along the North line of said N 1/2 of NE 1/4 of NE 1/4 --also being the center line of St. Marie Street--, a distance of 232.9 feet; thence deflect 90 degrees 00 minutes 00 seconds to the right in a Southerly direction a distance of 93.21 feet; thence deflect 86 degrees 32 minutes 28 seconds to the left in an Easterly direction a distance of 24.60 feet; thence deflect 19 degrees 41 minutes 30 seconds to the right in an Easterly direction a distance of 64.48 feet; thence deflect 54 degrees 37 minutes 52 seconds to the right in a Southerly direction a distance of 20.42 feet; thence deflect 77 degrees 46 minutes 54 seconds to the left in an Easterly direction a distance of 39.84 feet; thence deflect 90 degrees 00 minutes 00 seconds to the right in a Southerly direction a distance of 173.00 feet; thence deflect 90 degrees 00 minutes 00 seconds to the right in a Westerly direction a distance of 140.00 feet; thence deflect 90 degrees 00 minutes 00 seconds to the left in a Southerly direction a distance of 36.00 feet; thence Westerly to a point on the West line of said N 1/2 of NE 1/4 of NE 1/4, being 301.00

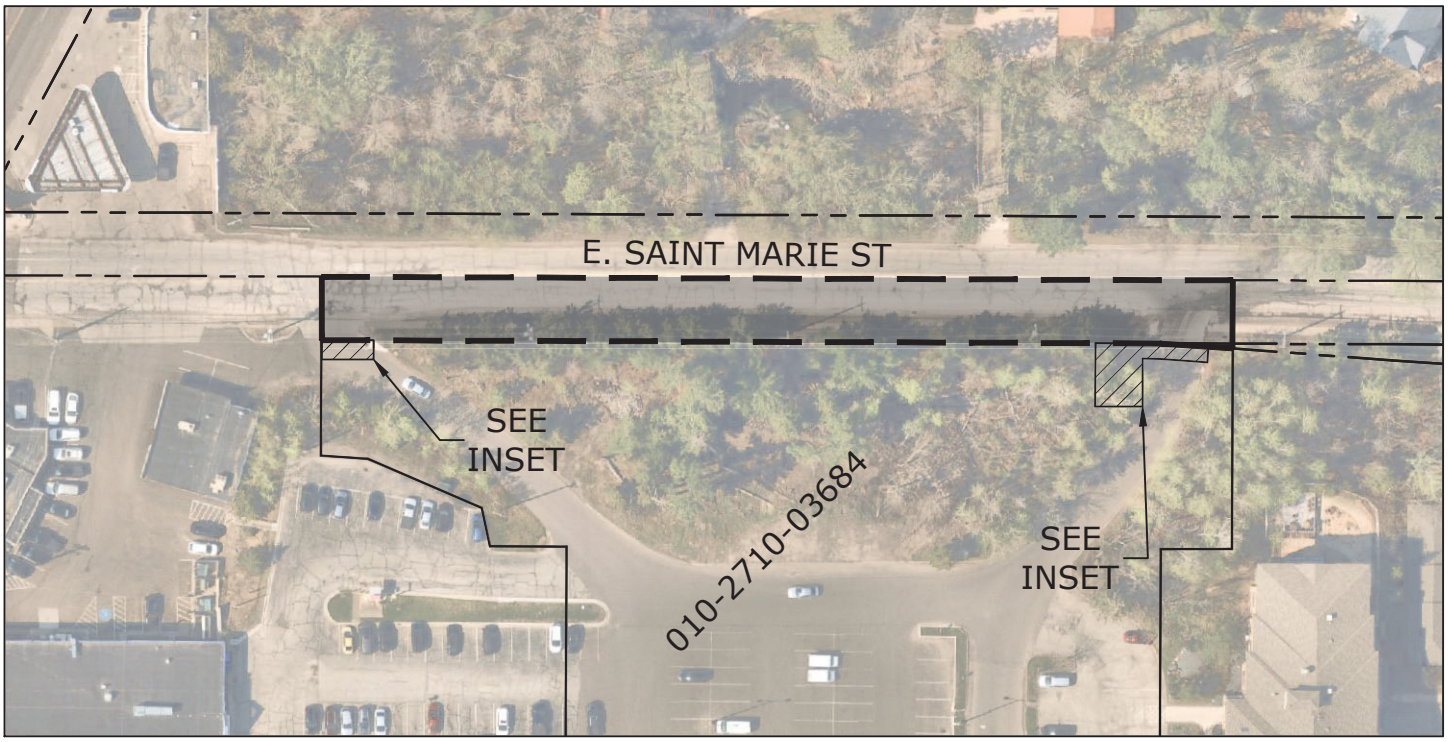
feet North of the Southwest corner of said N 1/2 NE 1/4 of NE 1/4; thence North along said West line to the point of beginning.

EXCEPT that part thereof occupied by St. Marie Street.

EXCEPT that part beginning at Northwest corner of said N 1/2 of NE 1/4 of NE 1/4, Section 14, Township 50, Range 14, thence East along North line of said tract 90 feet, thence South on a line parallel with West line of said tract 183 feet, thence West on line parallel with North line of said tract 90 feet to West line of said tract, thence North along West line of said tract 183 feet to point of beginning.

EXCEPT that part of the N 1/2 of NE 1/4 of NE 1/4, Section 14, Township 50 North, Range 14 West of the Fourth Principal Meridian described as follows: Commencing at the Northwest corner of said N 1/2 of NE 1/4 of NE 1/4; thence Easterly, along the North line of said N 1/2 of NE 1/4 of NE 1/4, a distance of 90.00 feet; thence Southerly, along a line parallel with the West line of said N 1/2 of NE 1/4 of NE 1/4, a distance of 33.00 feet to the intersection with the South line of St. Marie Street and said intersection being the point of beginning of the land to be described; thence continue Southerly, along the the last described line, a distance of 113.00 feet; thence Easterly parallel with said North line a distance of 92.53 feet; thence deflect 70 degrees 59 minutes 34 seconds to the left in a Northerly direction a distance of 28.93 feet; thence deflect 5 degrees 42 minutes 42 seconds to the left in a northerly direction a distance of 87.98 feet to said South line of St. Marie Street; thence West, along said South line of St. Marie Street being a line 33.00 feet distance and parallel with said North line, a distance of 119.93 feet to the point of beginning.

EXHIBIT B



LICENSED PREMISES

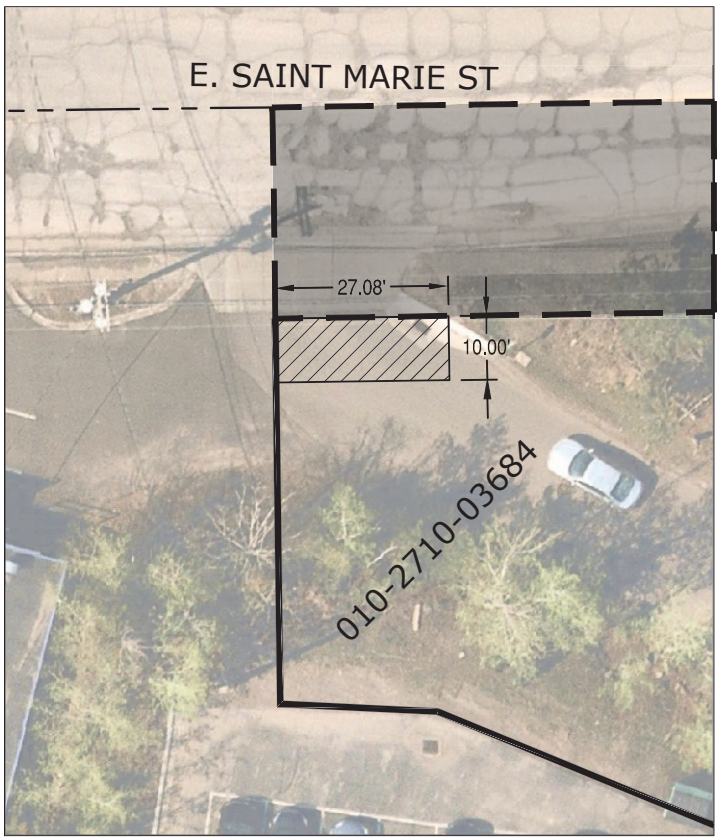
CITY ROW

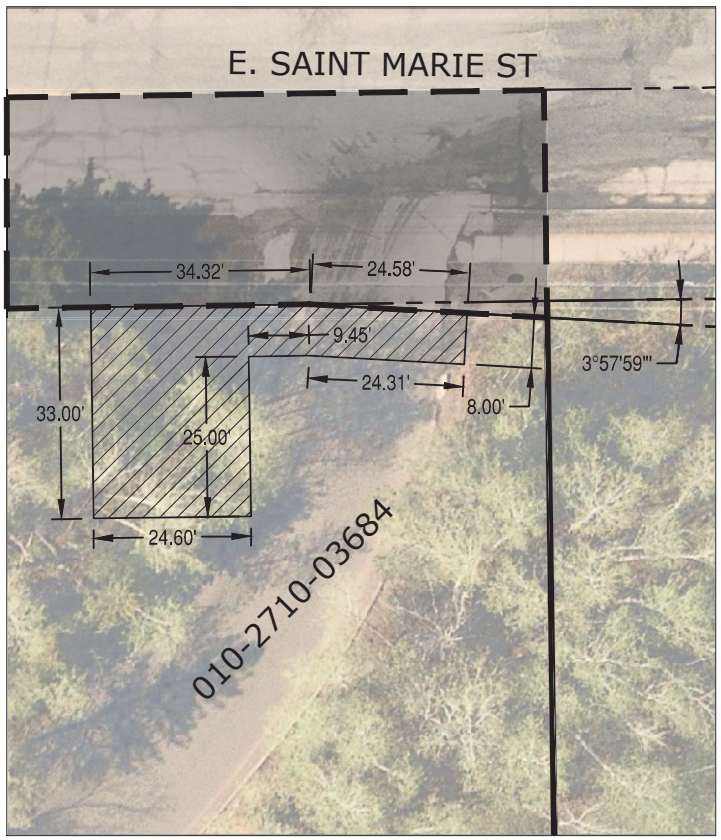
RIGHT OF WAY

0 100 200 Feet

N

INSET





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N