

**EXHIBIT B**

Office of Land Management (2-98)

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

**OFFER TO SELL AND  
MEMORANDUM OF CONDITIONS**

RECOMMENDED FOR APPROVAL

Supervisor of Direct Purchase  
APPROVED

By

C.S.: 6982 (35=390) 906 Parcel: 213 County: St. Louis

Owner and address: City of Duluth, 411 West 1st Street, Duluth, Minnesota, 55802-1101;

For a valuable consideration, on this \_\_\_\_\_ day of, \_\_\_\_\_ 2020, the City of Duluth, the undersigned owner hereby offers to grant and convey to the State of Minnesota for a total consideration of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) an easement in the real estate situated in St. Louis County, Minnesota, described in the copy of the instrument of conveyance hereto attached.

The undersigned parties have this day executed the attached instrument for the conveyance of the aforesaid real estate or an interest therein to the State of Minnesota, and have conditionally delivered the same to the State of Minnesota, which instrument shall have no effect until and unless this offer to sell and convey is accepted in writing by the Office of Land Management of the Minnesota Department of Transportation within 30 days from the date of this offer. Such notice of acceptance shall be by certified mail directed to the address appearing after the signatures hereto. If this offer is not so accepted within the time limited herein such conveyance shall be of no effect, and said instrument shall forthwith be returned to the undersigned owner.

If this offer is accepted it is mutually agreed by and between the owner and the State as follows:

(1) Possession of the real estate shall transfer to the State on the day owner has received payment in full for the real estate interest. The owner shall have the right to continue to occupy the property or to rent same to the present occupants or others until the date of transfer of possession. Any change in occupancy shall be subject to approval and concurrence by the State. On or before the date for transfer or possession the owner will vacate the real estate and the improvements (if any) located thereon, or cause same to be vacated, and have all utilities (if any) shut off by the supplier of same. No buildings, appurtenances or other non-personal items or fixtures will be removed from the premises by the owner or renters, including plumbing and heating fixtures, etc. The State's prospective bidders for the purchase or demolition of the improvements on the property shall have the right of entry for inspection purposes during the last 10 days of possession by the owner.

(2) Title to said easement interest shall pass to the State of Minnesota as of the date of said acceptance subject to conditions hereinafter stated.

(3) Buildings (if any) on said real estate shall be insured by the owner against loss by fire and windstorm in the amount of present coverage or if none in force then in an amount not less than the current market value during the entire period of the owner's occupancy of the buildings on the real estate, such policy or policies of insurance to be endorsed to show the State's interest.

(4) The owner will pay all delinquent (if any) and all current real estate taxes, whether deferred or not, which are a lien against the property. **Current taxes shall include those payable in the calendar year in which this document is dated.** The owner will also pay in full any special assessments, whether deferred or not, which are a lien against the property. The owner will also be responsible for and will pay in full any pending special assessments. The owner's obligation to pay deferred and pending taxes and assessments shall continue after the sale and shall not merge with the delivery and acceptance of the attached instrument of conveyance.

(5) If: (i) prior to recording the instrument of conveyance, the State determines that marketable title is not in the owner, or (ii) encumbrances, mechanics liens or other items intervene before the date the instrument of conveyance is presented for recording and same are not satisfied or acknowledged by the owner as to validity and amount and payment thereof authorized by the owner, then said instrument of conveyance shall be returned to the owner and title to the real estate interest shall be deemed to have failed to transfer to the State.

(6) Payment to the owner shall be made within 30 days from the date the State records the instrument of conveyance in the real estate records. The owner will not be required to vacate the property until the owner has received payment.

(7) No payments shall be made of any part of the consideration for said sale until marketable title is found to be in the owner and until the instrument of conveyance has been recorded. If the State fails to record the instrument of conveyance within 30 days from the date the State mails the notice of acceptance to the owner, then the State shall return the instrument of conveyance to the owner and title to the real estate shall be deemed to have failed to transfer to the State.

(8) The owner hereby acknowledges receipt of a copy of the instrument of conveyance executed by them on this date, and a copy of this offer and memorandum.

*[Remainder of this page is intentionally left blank.]*

**THE STATE OF MINNESOTA, acting  
through its Commissioner of  
Transportation**

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

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

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

Dated: \_\_\_\_\_

**CITY OF DULUTH**

By:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Date Attested: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

Countersigned:

\_\_\_\_\_  
City Auditor

Address:  
City of Duluth  
Attn: Property Services  
1532 W. Michigan Street  
Duluth, MN 55806

**HIGHWAY EASEMENT**

C.S. 6982 (35=390) 906  
Parcel 213  
County of St. Louis

Date: \_\_\_\_\_

For and in consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

City of Duluth, a municipal corporation under the laws of the state of Minnesota, Grantor, hereby grants and conveys to the State of Minnesota, Grantee, together with the unrestricted right to improve the same, a perpetual easement for highway right of way purposes, on and over real property in St. Louis County, Minnesota, described as follows (the "Permanent Easement Area"):

Those portions of the following-described Tracts A, B and C which lie westerly and southerly of the following described line ("Line C"): Beginning at a point on the southerly line of Lot 2, Block K, said Duluth Proper Second Division, distant 430 feet easterly of the southwest corner thereof; thence northerly to a point distant 20 feet northerly and 410 feet easterly of the southwest corner of Lot 1, said Block K; thence westerly parallel with the southerly line of said Lot 1 to the westerly line of Tract A hereinafter described and there terminating;

Tract A. All that part of Lots 1 and 2, Block K, Duluth Proper, Second Division, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota, (also known as Lots 1 and 2, Block K Auditor's Plat No. 4), in Section 4, Township 49 North, Range 14 West of the Fourth Principal Meridian; which lies easterly of the following described line:

Beginning at the point of intersection of the centerline of 26th Avenue West with the centerline of Courtland Street (as platted in Martin's Division of Duluth); thence run northeasterly along the centerline of said Courtland Street for 289.14 feet; thence deflect to the left on a 36 degree 00 minute curve (delta angle 70 degrees 23 minutes 57 seconds for 195.55 feet; thence on tangent to said curve for 0.22 foot; thence deflect to the right on a 40 degree 00 minute curve (delta angle 61 degrees 22 minutes 14 seconds) for 153.43 feet; thence on

tangent to said curve for 6.32 feet; thence deflect to the left on a 05 degree 00 minute curve (delta angle 06 degrees 48 minutes 19 seconds) for 136.11 feet; thence on tangent to said curve for 258.14 feet; thence deflect to the left on a 01 degree 30 minute curve (delta angle 07 degrees 12 minutes 44 seconds) for 480.81 feet; thence on tangent to said curve for 118.16 feet; thence deflect to the right on a 04 degree 00 minute curve (delta angle 07 degrees 30 minutes) for 187.5 feet; thence on tangent to said curve for 152.31 feet; thence deflect to the right on a 04 degree 00 minute curve (delta angle 10 degrees 41 minutes 58 seconds) to the northerly line of said Lot 1, and there terminating;

Together with all riparian rights;

AND

#### Tract B

All that part of Lot X, Auditor's Plat No. 4, and Twenty First Avenue West as platted in Duluth Proper Second Division, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota, in Section 4, Township 49 North, Range 14 West, and Section 33, Township 50 North, Range 14 West of the Fourth Principal Meridian, which lies southerly of Lines 1 and 2 described below:

- Line 1. Beginning at the point of intersection of the centerline of 26th Avenue West with the centerline of Courtland Street (as platted in Martin's Division of Duluth); thence run northeasterly along the centerline of said Courtland Street for 289.14 feet; thence deflect to the left on a 36 degree 00 minute curve (delta angle 70 degrees 23 minutes 57 seconds) for 195.55 feet; thence on tangent to said curve for .022 foot; thence deflect to the right on a 40 degree 00 minute curve (delta angle 61 degrees 22 minutes 14 seconds) for 153.43 feet; thence on tangent to said curve for 6.32 feet; thence deflect to the left on 05 degree 00 minute curve (delta angle 06 degrees 48 minutes 19 seconds) for 136.11 feet; thence on tangent to said curve for 258.14 feet; thence deflect to the left on a 01 degree 30 minute curve (delta angle 07 degrees 12 minutes 44 seconds) for 480.81 feet; thence on tangent to said curve for 118.16 feet; thence deflect to the right on a 04 degree 00 minute curve (delta angle 07 degrees 30 minutes) for 187.5 feet; thence on tangent to said curve for 152.31 feet; thence deflect to the right on a 04 degree 00 minute curve (delta angle 10 degrees 41 minutes 58 seconds) to the intersection with Line 2 described below and there terminating;
- Line 2. Commencing at the point of intersection of the centerline of Michigan Street with the centerline of 21st Avenue West, run southeasterly along the centerline of 21st Avenue West for 449.84 feet; thence deflect to the right at an angle of 86 degrees 36 minutes 07 seconds for 502.92 feet; thence deflect to the left on a 01 degree 30 minute curve (delta angle 12 degrees 09 minutes 14 seconds

for 810.27 feet; thence on tangent to said curve for 207.41 feet; thence deflect to the left at an angle of 90 degrees for 12 feet; thence deflect to the left at an angle of 90 degrees for 100 feet; thence deflect to the right on a 02 degree 30 minute curve (delta angle 07 degrees 50 minutes 54 seconds) for 313.94 feet; thence on tangent to said curve for 249.04 feet; thence deflect to the right on a 03 degree 30 minute curve (delta angle 10 degrees 23 minutes 45 seconds) for 297.02 feet; thence deflect to the right on a 07 degree 00 minute curve (delta angle 92 degrees 11 minutes 47 seconds) to the intersection with Line 1 described above, which is the point of beginning of Line 2; thence continue along last described course to the northeasterly line of Twenty First Avenue West, and there terminating;

Together with all riparian rights;

AND

Tract C

All that part of Lots V-IX, Auditor's Plat No. 4; and Lots 7-20, Block G, Duluth Proper, Second Division, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota, (also known as Lots 7-20, Block G, Auditor's Plat No. 4), in Section 4, Township 49 North, Range 14 West, and Section 33, Township 50, North, Range 14 West of the Fourth Principal Meridian; which lies southerly and southwesterly of Lines A and B described below:

Line A. From the point of intersection of the centerline of Michigan Street with the centerline of 21st Avenue West, run southeasterly along the centerline of said 21st Avenue West for 449.84 feet; thence deflect to the right at an angle of 86 degrees 36 minutes 07 seconds for 502.92 feet; thence deflect to the left on a 01 degree 30 minute curve (delta angle 12 degrees 09 minutes 14 seconds) for 810.27 feet; thence on tangent to said curve for 207.41 feet; thence deflect to the left at an angle of 90 degrees for 12 feet; thence deflect to the left at an angle of 90 degrees for 100 feet to the point of beginning of Line A to be described; thence deflect to the right on a 02 degree 30 minute curve (delta angle 07 degrees 50 minutes 54 seconds) for 313.94 feet; thence on tangent to said curve for 249.04 feet; thence deflect to the right on a 03 degree 30 minute curve (delta angle 10 degrees 23 minutes 45 seconds) for 297.02 feet; thence deflect to the right on a 07 degree 00 minute curve (delta angle 92 degrees 11 minutes 47 seconds) to the intersection with the southeasterly line of Lot 8, Block G, Duluth Proper, Second Division, (also known as Lot 8, Block G, Auditor's Plat No. 4);

Line B. From a point on the centerline of Elm Avenue in the City of Duluth, distant 541.18 feet southwesterly of its intersection with the City of Duluth, Garfield Avenue, Monument Line run southeasterly at an angle of 59 degrees 22

minutes 54 seconds with the center line of said Elm Avenue (measured from northeast to southeast) for 120.19 feet to the point of beginning of Line B to be described; thence run northwesterly along the last described course for 100 feet; thence deflect to the right on a 01 degree 30 minute curve (delta angle 20 degrees 15 minutes 15 seconds) for 1350.28 feet; thence on tangent to said curve to the intersection with the southeasterly line of Lot 8, Block G, Duluth Proper Second Division, (also known as Lot 8, Block G, Auditor's Plat No. 4); thence westerly along the southeasterly line of said Lot 8 to its intersection with Line A described above, and there terminating;

Together with all riparian rights;

excepting therefrom the right of way of the Burlington Northern and Santa Fe Railroad, and Trunk Highway No. 35 (both as now located and established);

also excepting therefrom the existing channel change lying within a distance of 25 feet on each side of the following described line: From the point of intersection of the center line of 26<sup>th</sup> Avenue West with the center line of Courtland Street, run northeasterly along the center line of said Courtland Street for 289.14 feet; thence deflect to the left on a 36 degree 00 minute curve (delta angle 70 degrees 23 minutes 57 seconds) for 195.55 feet; thence on tangent to said curve for 0.22 foot; thence deflect to the right on 40 degree 00 minute curve (delta angle 61 degrees 22 minutes 14 seconds) for 153.43 feet; thence on tangent to said curve for 6.32 feet; thence deflect to the left on a 05 degree 00 minute curve (delta angle 06 degrees 48 minutes 19 seconds) for 136.11 feet; thence on tangent to said curve for 258.14 feet; thence deflect to the left on a 01 degree 30 minute curve (delta angle 07 degrees 12 minutes 44 seconds) for 480.81 feet; thence on tangent to said curve for 302.77 feet; thence deflect to the right at an angle of 82 degrees 43 minutes 30 seconds for 66.09 feet to the point of beginning of the line to be described; thence run northwesterly along the last described course for 138.51 feet; thence deflect to the left on a curve having a radius of 88.15 feet (delta angle 11 degrees 00 minutes 01 second) for 16.92 feet; thence on tangent to said curve for 200 feet and there terminating;

also excepting therefrom that part of Government Lot 5 of Section 33, Township 50 North, Range 14 West, said St. Louis County, described as follows: Beginning at a point on the south line of said Section 33, distant 152.4 feet east from the center line of the main track, measured along said south line; thence continuing east along said south line for 113.32 feet to a point; thence northwesterly along a line making an angle of 43 degrees 52 minutes 42 seconds with the last described line in the northwest quadrant, 111.06 feet; thence southwesterly along a line making an angle of 69 degrees 29 minutes 39 seconds with the last described line in the southwest quadrant for 83.86 feet to the point of beginning;

TOGETHER WITH

a temporary easement over and across the following described strips for highway purposes (the "Temporary Easement Area"), which right shall cease on December 1, 2023, or on such

earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes:

A strip being that part of Tract A hereinbefore described, lying within Lots 1 and 2, Block K and Twenty First Avenue West, said Duluth Proper, Second Division and Lots IX and X, said Auditor's Plat No. 4, adjoining and easterly and northerly of Line C described above;

AND

A strip being that part of Tract A hereinbefore described, which lies northeasterly of a line run parallel with and distant 20 feet southwesterly (measured at right angles) of the following described line: Beginning at a point on the southwesterly right of way line of said Trunk Highway No. 35, distant 70 feet northwesterly of the southeasterly line of Lot 15, Block G, said Duluth Proper Second Division; thence continue northwesterly along said right of way line for 50 feet and there terminating.

Grantor, for themselves, their heirs, successors and assigns, do covenant never to cut, damage, destroy, or remove any tree or shrub or other natural growth upon the Permanent Easement Area; do hereby grant and convey to the State of Minnesota all grasses, shrubs, trees and natural growth now existing on the Permanent Easement Area or that may be hereafter planted or grown thereon, and the right to remove and use all earth and other materials lying within the Permanent Easement Area.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the Permanent Easement Area or the Temporary Easement Area and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the easements, including grading and removal of materials from the Permanent Easement Area or the Temporary Easement Area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

*[Remainder of this page is intentionally left blank.]*



CITY OF DULUTH

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

Its Mayor

And: \_\_\_\_\_

Its Clerk

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Emily Larson and Chelsea Helmer, the Mayor and Clerk, respectively, of City of Duluth, a municipal corporation under the laws of the state of Minnesota, on behalf of the municipal corporation.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

This instrument was drafted by the  
State of Minnesota  
Department of Transportation  
Legal and Property Management Unit  
395 John Ireland Blvd.  
St. Paul, MN 55155-1800