

**19TH AVE. W. VACATION
AND DEVELOPMENT AGREEMENT
BENT PADDLE BREWING COMPANY**

THIS AGREEMENT entered into as of the date of attestation thereto by the City Clerk, by and between the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "CITY", and 14 DEGREE PROPERTIES, LLC, a Minnesota limited liability company, whose address is 1912 West Michigan Street, Duluth, MN 55806, hereinafter referred to as "Developer".

WHEREAS, Developer is the owner of the hereinafter-described 1912 Property; and

WHEREAS, Developer is the lessee of property located at 1832 West Michigan Street; and

WHEREAS, Developer and owner of the aforesaid property, as the owners of the property fronting on either side of the easement for 19th Avenue West between the southerly line of Michigan Street and the northerly line of Lower Michigan Street, petitioned the City to vacate said easement so that Developer could utilize said easement area for installation of the hereinafter-described Project and other uses; and

WHEREAS, City has vacated said easement subject to the retention of a utility easement and the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

ARTICLE I

Definitions

For the purposes of this Agreement, the following terms shall have the meanings hereinafter ascribed to them unless a different meaning clearly appears from the context:

- A. 1912 Trail Easement: shall mean the Ten (10') foot wide easement for the Project located in the westerly one-half of the vacated easement for 19th Avenue West between the southerly line of Michigan Street and the northerly line of Lower Michigan Street, which easement shall be more specifically located and described by the survey described in Article IV below.
- B. 1912 Property: shall mean Lot 306, Block 16, DULUTH PROPER Second Division, St. Louis County Minnesota.
- C. Director: shall mean the City's Director of Planning and Economic Development or the person or persons designated in writing by said Director.
- D. Plans: shall mean the complete plans and specification for the Project.
- E. Project: shall mean the design and construction of a pedestrian and bicycle trail ten feet wide, surfaced with concrete or bituminous-asphalt and constructed to MN DNR standards and compliant with ADA accessibility standards as described in State of Minnesota, Department of Natural Resources, 2007. "Trail Planning, Design, and Development Guidelines." Trails & Waterways Division, 500 Lafayette Road, St. Paul, MN 55155-4052. 306 pages within the 1912 Trail Easement area and connecting Michigan Street and Lower Michigan Street along with appropriate directional and wayfinding signage.

ARTICLE II

Developer Design

No later than March 15, 2022, Developer shall have secured, at Developer's sole cost, the services of professional landscape architect to design the Project; the identity of said architect shall be subject to the approval of the Director. Developer shall proceed to complete the Plans to the "working drawing" stage of design and shall present the Plans to the Director for the Director's approval which shall not be unreasonably withheld. The Director shall approve or disapprove of the Plans within Fifteen (15) days of receipt thereof from the Developer. If the Director disapproves of the Plans, the Director shall provide written reasons for such disapproval to the

Developer. The Developer shall submit revised Plans addressing the reasons for the Director's disapproval within Fifteen (15) days of such disapproval. The process of review and approval or disapproval shall continue until the Director approves of the Plans. The Developer shall have secured the approval of the final design for the Project by no later than May 31, 2022.

ARTICLE III

Survey and Dedication

Upon approval of the Plans the Developer shall contract for the services of a Registered Land Surveyor to survey the 1912 Trail Easement area for the trail to be constructed as part of the Project and to prepare all surveys and other documents necessary to support the dedication of the 1912 Trail Easement area. Said survey shall be completed by no later than June 30, 2022. Upon completion of said survey, Developer shall promptly notify City that said work is complete and provide City with a copy of said survey. City agrees to cause to be prepared a dedication of easement document for Developer's signature dedicating an easement over the 1912 Easement area for pedestrian and bicycle trail purposes to the City. Developer agrees to promptly execute said dedication and to dedicate said easement to the City. Said dedication of said easement shall be completed no later than August 31, 2022.

ARTICLE IV

Construction of Project

Upon approval of the Plans, the Developer shall, at its sole cost and expense, cause the Project to be constructed within the 1912 Trail Easement area in accordance with the Plans. Said construction shall be completed no later than June 30, 2024.

ARTICLE V

Operating Covenants

Developer covenants and agrees that this Agreement and Developer's obligations hereunder shall be perpetual except as provided for in Subparagraph H below and that, in its operations and use of the Project it shall:

A. Maintenance

At all times cause the Project to be maintained as a space held open to the general public and in a neat, orderly condition, to maintain and preserve and keep in good repair, working order and condition the Project and to perform all needed and proper repairs, renewals and replacements necessary to be made thereto.

B. Utilities

Pay or cause to be paid any and all charges for utilities furnished to the Project including but not limited to hook-up charges and assessments related to all utilities, including but not limited to steam, water, sewer, gas, telephone, cable TV, and electrical power.

C. Licenses and Permits

Preserve the existence and all of its licenses, permits and consents to the extent necessary and desirable to the operation of its business and affairs relating to the Project and to be qualified to do business in the State of Minnesota.

D. Obey All Laws

Conduct its affairs and carry on its business and operations with respect to the Project in such a manner as to comply with any and all applicable laws of the United States and the State of Minnesota and duly observe and conform to all valid orders, regulations and requirements of any governmental authority related to the conduct of its business and the ownership of the Project; provided that nothing herein contained shall require it to comply with, observe and conform to any such law or regulation or requirement so long as the validity thereof shall be contested in good faith through proper legal action provided that such protest shall in no way affect Developer's title to the Project.

E. Payment of Taxes

Promptly pay or cause to be paid all lawful taxes and governmental charges, including real estate taxes and assessments at any time levied

upon or against it or the 1912 Trail Easement area, subject to the right to contest in good faith in accordance with Minnesota law.

F. Assessment Fees and Charges

Pay or cause to be paid when due or payable all special assessments levied upon or with respect to the 1912 Trail Easement area, or any part thereof, and to pay all fees, charges and rentals for utilities, service or extensions for the 1912 Trail Easement area and all other charges lawfully made by any governmental body for public improvements.

G. Obligations and Claims

Promptly to pay or otherwise satisfy and discharge all of the obligations and indebtedness and all demands and claims against the Project as and when the same become due and payable other than any thereof whose validity, amount or collect ability is being contested in good faith by appropriate proceedings.

H. Termination of Developer's Maintenance Obligations

In the event that the Director determines in the exercise of their reasoned discretion, that the need for the Project in the Lincoln Park Business District has materially changed, justifying the release of the Developer from this obligation, the Director is authorized to modify or terminate this Agreement as the Director deems to be most advantageous to the City.

ARTICLE VI

Provision Against Liens, Assignments and Transfers

A. Provision Against Liens

Developer shall not permit or allow any mechanics' or materialmen's liens to be filed or established or to remain against the 1912 Trail Easement area or the Project or any part thereof provided that if Developer shall first notify City of its intention to do so and post such security as the Director reasonably deems necessary, Developer may, in good faith, contest any such mechanic's or other liens filed or established as long as City does not deem its interest or rights in this Agreement to be subject to foreclosure by reason of such context; provided however, in the event a private lender

also requests security with respect to such lien(s), City agrees that it may be jointly protected with said lender by the same security, the amount of which shall be the greater of that security requested by the Lender or the Director. Except for: 1) a primary mortgage relating solely to the financing of this Project given to private lenders; or 2) other liens or encumbrances excluding mechanics' liens or materialmen's liens (which are addressed above) allowed in advance writing by the Director, Developer shall not create or permit any mortgage or encumbrance to be filed or established or to remain against the 1912 Trail Easement area, or the Project or any part thereof.

B. Provision Against Assignments, Transfers or Change in Identity of Developer

The parties hereto acknowledge that City is relying upon the qualifications and identity of Developer to construct, operate and maintain the Project and the 1912 Trail Easement area. Therefore, except as may be approved in writing in advance by the Director and except for the purposes of obtaining private financing as described in Paragraph A above, Developer represents and agrees for itself, its successors and assigns that it has not made or created, and will not make or create or suffer to be made or created, any total or partial sale, assignment, conveyance, trust, lien or power of attorney, nor has it nor will it allow any change in the identity of the managing members or principals of Developer or their respective percentages of ownership or voting rights if such change would result in a change of control, and has not or will not otherwise transfer in any other way all or any portion of the 1912 Trail Easement area, the Project, Developer, this Agreement or any other contract or agreement entered into in connection with carrying out its obligations hereunder; and Developer will not make or create or suffer to be made any such transfer of Developer's rights hereunder. If any assignment of Developer's obligations under this Agreement is approved by the Director, any such assignee shall explicitly assume the obligations of Developer under this

Agreement and Developer remains principally liable for the performance of Developer's obligations under this Agreement.

C. Notice of Sale, Transfer or Change in Use

Developer agrees for itself and its successors and assigns that it will provide at least ninety (90) days' written notice to the Director of any total or partial sale, assignment, trust, power of attorney, liens except those for the purposes of obtaining private financing as described in Paragraph A, or conveyances of the 1912 Trail Easement area or the Project, or of any change in the identity of the managing members or principals of Developer or their respective percentages of ownership or voting rights if such change would result in a change of control of Developer, or of any change in use of or the Project.

ARTICLE VII

Indemnification

A. Generally

Developer shall to the fullest extent permitted by law, protect, indemnify and save City and its officers, agents, servants, employees and any person who controls City within the meaning of Securities Act of 1933, harmless from and against all liabilities, losses, damages, costs, expenses, including attorneys' fees and expenses, causes of action, suits, claims including claims for contribution or indemnity, demands and judgments of any nature arising from:

1. Any injury to or death of any person or damage to property in or upon the 1912 Trail Easement area or the Project, or growing out of or in connection with the use or non-use, condition or occupancy of the 1912 Trail Easement area or the Project or any part thereof and also, without limitation, the construction of the Project or any portion thereof or the 1912 Trail Easement area. The foregoing indemnification shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for Developer, customers, suppliers or affiliated organizations

under any Workers' Compensation Act, Disability Benefit Acts or any other Employee Benefit Acts.

2. Any violation by Developer of any provision of this Agreement.
3. Any violation of any contract, agreement or restriction related to the Project which shall have existed at the commencement of the term of this Agreement or shall have been approved by Developer; or
4. Any violation of any law, ordinance, court order or regulation affecting the 1912 Trail Easement area or the Project, or the ownership, occupancy or use thereof.

B. Environmental Indemnification

In addition to the generality of the above, Developer hereby agrees that for itself, its successors and assigns that it will indemnify and save City and its officers, agents, servants and employees and any person who controls City within the meaning of the Securities Act of 1933 harmless from and against all liabilities, losses, damages, costs, expenses, including reasonable attorneys' fees and expenses, causes of action, suits, claims including claims for contribution or indemnity, demands and judgments arising out of any condition existing in or on the 1912 Trail Easement area, whether pre-existing or after-created, which constitutes a violation of any environmental law or laws with regard to pollutants or hazardous or dangerous substances promulgated by the government of the United States or of the State of Minnesota or of any such duly promulgated rules and regulations of the United States Environmental Protection Agency or the Minnesota Pollution Control Agency or the presence in or on the 1912 Trail Easement area, or the release or threatened release of any element, compound, pollutant, contaminant, or toxic or hazardous substance, material or waste, or any mixture thereof, which otherwise causes injury or death to persons or damage to property, and that indemnification granted hereby shall include all costs of clean-up and remediation and response costs, together with the costs incurred in proceedings before a court of law or administrative agency including attorneys' fees, expenses, the fees and expenses of persons providing technical expertise addressing such

problems including expert witnesses, the costs of preparing and securing approval of Response Action Plans as may be necessary to meet the requirements of the aforesaid agencies and any other costs and expenses of any kind whatsoever arising out of such conditions existing on the 1912 Trail Easement area .

C. Indemnification Procedures

Promptly after receipt by City of notice of the commencement of any action with respect to which Developer is required to indemnify City under this Article, City shall notify Developer in writing of the commencement thereof, and, subject to the provisions as hereinafter stated, Developer shall assume the defense of such action, including the employment of legal counsel satisfactory to City and the payment of expenses. In so far as such action shall relate to any alleged liability of City with respect to which indemnity may be sought against Developer, City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, and the fees and expenses of such separate counsel shall be at the expense of Developer.

ARTICLE VIII

Insurance

Developer shall provide for purchase and maintenance of such insurance as will protect Developer and City against risk of loss or damage to the 1912 Trail Easement area and the Project and any other property permanently located or exclusively used at the Project site and against claims which may arise or result from the maintenance and use of the 1912 Trail Easement area and Project, including operations conducted in connection with the construction of improvements on the 1912 Trail Easement area. Such coverages shall include but shall not necessarily be limited to the following:

A. Insurance During Construction

Developer, prior to entering on the 1912 Trail Easement area for construction work, shall procure or cause to be procured and maintain or require all contractors to procure and maintain the following insurance at not less than the limits of coverage or liability indicated during the period of construction as follows:

1. Property Insurance

Developer shall provide "All Risk" builder's risk insurance under a completed value form on all work on the Property, and the Project, including foundations, permanent fixtures and attachments, machinery and equipment included in or installed under the construction contract, debris removal, architects' and engineers' fees, temporary structures, materials, equipment and supplies of all kinds located on the Project, to the full replacement value thereof, except that such policy may provide for a deductible amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) per occurrence. Said insurance shall be endorsed to provide consent for occupancy of and shall be maintained in effect until permanent property coverage as provided for hereinafter is in force. Such insurance shall be written in the names of Developer, City, to the extent it has an insurable interest in the Property, any tenant and contractor, as their interest may appear. Contractor, all subcontractors, and suppliers and Developer shall waive all rights against City for damages caused by fire or insured perils, except such rights as are set forth hereunder to the proceeds of such insurance payable in the event of such loss.

2. Public Liability Insurance

Public Liability and Automobile Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form with "Broad Form" property damage liability coverage, with XCU exclusion removed, in limits of not less than \$2,000,000 per occurrence for personal injury, bodily injury and death, and limits of \$2,000,000 for property damage liability. If per person limits are specified, they shall be for not less than \$2,000,000 per person and be for the same coverages. Contractor shall also require such liability coverage of his subcontractors unless they be insured

under the Contractor's policies. Contractor's and subcontractors' liability coverages shall include:

- a. Contractors public liability--premises and operations;
- b. Independent contractors protective contingent liability;
- c. Personal injury;
- d. Owned, non-owned, and hired vehicles;
- e. Contractual liability covering customary construction contract and subcontract indemnify provisions;
- f. Workers' Compensation coverage in required statutory limits. Policy shall carry an "all states" endorsement.

B. Permanent Insurance

Developer shall procure and continuously maintain, except as otherwise provided below, insurance covering all risks of injury to or death of persons or damage to property arising in any way out of or as a result of Developer's ownership of, occupancy of or use of the 1912 Trail Easement area or the Project carried in the name of Developer, any tenant, and City, as their respective interests may appear, as follows:

1. Liability Insurance

During the construction period (unless covered under the policies required previously) and permanently thereafter for the balance of the term of this Agreement, Developer shall procure and maintain continuously in force Public Liability written on an "occurrence" basis under a Comprehensive General Liability Form with "Broad Form" property damage liability coverage, with XCU exclusion removed in limits of not less than \$2,000,000 per occurrence for personal bodily injury and death, and limits of \$2,000,000 for property damage liability. If per person limits are specified, they shall be for not less than \$2,000,000 and be for the same coverages. Insurance shall cover:

- a. Public liability, including premises and operations coverage;
- b. Independent contractors--protective contingent liability;
- c. Personal injury;;

d. Contractual liability covering the indemnity obligations set forth herein;

2. Workers' Compensation

Workers' Compensation Coverage in statutory amounts with "all states" endorsement unless qualified as a self-insurer under Minnesota Law, and evidence of such qualification is furnished to CITY.

C. Modification of Insurance Requirements

It is agreed between the parties that City shall have the right to modify the forms of the insurance provided for in Paragraphs A and B above and the limits set forth with regard thereto provided that any such modification and policy forms or limits shall be of such a character and in such amounts as are reasonably necessary to provide City with the types and amounts of protection provided for in this Agreement. In the event that City shall desire to so modify said insurance requirements, City shall notify Developer of the proposed modifications not less than sixty (60) days prior to the date set by City for said modifications to go into effect. In the event that Developer believes said modifications to be unjustified under the standards set forth in this Paragraph, Developer shall promptly so notify CITY and the parties hereto agree to meet as soon as practical thereafter and to negotiate in good faith the character and amounts of any said modifications meeting the standards hereinbefore set forth.

D. Requirements for All Insurance

All insurance required in this Article shall be taken out and maintained in responsible insurance companies organized under the laws of the United States and licensed to do business in Minnesota. City shall be named as an additional insured under the Public Liability Insurance required under Paragraphs A and B above. The use of an "ACORD" form as a certificate of insurance shall be accompanied by two forms: 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002), or equivalent as approved by CITY's attorney. Developer shall also provide evidence of statutory Minnesota Workers'

Compensation Insurance. City does not represent or guarantee that the types of limits or coverages provided above are adequate to protect Developer's interests and liabilities.

E. Certificates

Certificates showing that the above-described insurance is carried in the specified amounts shall be furnished to CITY prior to the execution of this Agreement, and a certificate showing continued maintenance of such insurance shall be on file with City during the term of this Agreement. The form of each certificate of insurance shall contain an unconditional requirement that the insurer notify City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against City.

ARTICLE IX

Developer Defaults and Remedies Therefor

A. General Defaults and Remedies

1. General Events of Default

In addition to the Special Events of Default set forth in Article X, the following shall be deemed to be general events of default by Developer under the terms and conditions of this Agreement to which the remedies set forth in Paragraph A(2) below shall be applicable.

- a. Developer shall fail to observe or perform any of the terms, conditions, covenants or agreements required to be observed or performed by it or any successor or assigns of Developer pursuant to this Agreement and such failure shall continue for a period of 30 calendar days after City has, pursuant to the provisions of this Agreement, given written notice to Developer of such default or, in the event that such default shall be incapable of cure with reasonable diligence during said 30 day period, shall have failed to commence to

cure said default within 30 days of the date of said notice and to diligently pursue the same to completion.

- b. Developer shall permit valid liens, not cured or contested within thirty 30 days, to be placed on the Property, or Developer loses title to the Property.
- c. Developer makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they become due; or an adjudication of bankruptcy or insolvency is made as to Developer or its business; or Developer files a petition of bankruptcy or files a petition seeking any reorganization, dissolution, liquidation, or rearrangement, composition, readjustment or similarly under any present or future bankruptcy or insolvency, statute, law or regulation; or Developer files an answer admitting to or not contesting to the material allegations of a petition filed against it in such proceeding or fails to have dismissed or vacated within sixty (60) days after its filing such a petition or seeks or consents or acquiesces in the appointment of any trustee, receiver or liquidator of a material part of Developer's properties or fails to have dismissed or vacated within sixty (60) days after the appointment without the consent or acquiescence of Developer of any trustee, receiver or liquidator of any material part of Developer's properties.
- d. Developer fails to repay the sums set forth in Paragraphs C and G of Article X upon the occasion of a Special Event of Default.

2. General Remedies

CITY shall have the following remedies in the event of a default:

- a. Withhold the performance of any obligation owed by City under this Agreement.
- b. Terminate this Agreement.

- c. Seek and be entitled to injunctive or declaratory relief as is necessary to prevent violation of the terms and conditions of this Agreement or compel Developer's performance of its obligations hereunder.
- d. Seek such other legal or equitable relief as a court of competent jurisdiction may determine is available to City.

B. Non-Waiver

The waiver by City of any default on the part of Developer or the failure of City to declare default on the part of Developer of any of its obligations pursuant to this Agreement shall not be deemed to be a waiver of any subsequent event of default on the part of Developer of the same or of any other obligation of Developer hereunder. To be effective, any waiver of any default by Developer hereunder shall be in writing by City.

C. Remedies Cumulative

Except as specifically set forth herein, the remedies provided under this Agreement shall be deemed to be cumulative and non-exclusive and the election of one remedy shall not be deemed to be the waiver of any other remedy with regard to any occasion of default hereunder.

D. Attorneys' Fees

In the event that Developer is in default of any of the terms and conditions of this Agreement and City shall successfully take legal action to enforce said rights herein, in addition to the foregoing, CITY shall be entitled to reimbursement for its reasonable attorneys' fees and costs and disbursements occasioned in enforcing its rights hereunder.

ARTICLE X

Developer's Representations and Warranties

Developer represents and warrants for itself only that as of the date hereof:

- A. That Developer is a lawfully constituted limited liability company under the laws of the State of Minnesota, is not in material violation of any provisions of State law and that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.

- B. That Developer is fully competent to construct the Project thereon under all laws, rulings, regulations and ordinances of any governmental authority having jurisdiction and that it agrees to comply with all applicable State, Federal acquisition and relocation laws, wages and hours laws, including Davis-Bacon and local versions thereof or similar laws at its own expense.
- C. That there are no actions, suits or proceedings pending or, to the knowledge of Developer, threatened against Developer or any property of Developer in any court or before any Federal, State or municipal or other governmental agency which, if decided adversely to Developer, would have a material adverse effect upon Developer or 1912 Trail Easement area and /or Project, and that Developer is not in default of any order of any court or governmental agency which, if decided adversely to Developer, would have a material adverse effect upon the 1912 Trail Easement area and/or the Project.
- D. That Developer is not in default of the payment of principal of or interest on any indebtedness for borrowed money or in default under any instrument or agreement pursuant to which the indebtedness has been incurred.
- E. That Developer shall do such things as are necessary to cause any information, document, certificate, statement in writing, or report required under this Agreement delivered to any third party under this Agreement to be true, correct and complete in all material and respects.
- F. That if necessary, Developer agrees to perform any survey work prior to construction and all descriptions and exhibits hereto and definitions herein shall be subject to such revisions as are necessary after completion of any survey.

ARTICLE XII

Runs with the Land

This Agreement shall be deemed to run with the land and shall enure to the benefit of the parties hereto and to their successors and assigns.

ARTICLE XII

Notices

Any notice, demand or other communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

In the case of City:

City of Duluth
Attn: Director of Planning and Economic
Development
418 City Hall
411 West First Street
Duluth, MN 55802

In the case of Developer:

14 Degree Properties LLC
c/o Bent Paddle Brewing Co.
1912 West Michigan Street
Duluth, MN 55806

ARTICLE XIII

Applicable Law

This Agreement together with all of its Articles, paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota. However, litigation in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota, and the parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

ARTICLE XIV

Authorization to Execute Agreement

Developer represents to City that the execution of this Agreement has been duly and fully authorized by its governing body or board, that the officers of Developer who

executed this Agreement on its behalf are fully authorized to do so, and that this Agreement when thus executed by said officers on its behalf will constitute and be the binding obligation and agreement of Developer in accordance with the terms and conditions thereof.

ARTICLE XV

Independent Contractor

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Developer as an agent, representative or employee of City for any purpose or in any manner whatsoever.

ARTICLE XVI

No Third Party Rights

This Agreement is to be construed and understood solely as an agreement between the parties and shall not be deemed to create any rights in any other person or entity. No person or entity shall have the right to make claim that he, she or it is a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties, may be waived at any time by mutual agreement between the parties.

ARTICLE XVII

Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this

Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

CITY OF DULUTH, a Minnesota municipal corporation

By _____
Its Mayor

Attest:

By _____
Its City Clerk

Dated _____

Approved:

Countersigned:

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Emily Larson and Chelsea Helmer, respectively the Mayor and City Clerk of the City of Duluth, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

14 DEGREE PROPERTIES, LLC, a
Minnesota limited liability company

By _____

Its _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____ the _____, of 14 Degree Properties LLC, a limited liability company, on behalf of the company.

Notary Public

This instrument was drafted by:
Robert E Asleson
Assistant City Attorney
City of Duluth
440 City Hall
Duluth, MN 55802
(218) 730-5490

