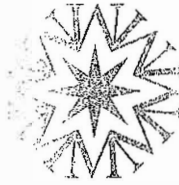


EXHIBIT A



Minnesota
STATE COLLEGES
& UNIVERSITIES

LEASE AGREEMENT- MINNESOTA STATE AS LANDLORD

TOTAL AMOUNT: \$1.00

THIS LEASE AGREEMENT is made by and between the **State of Minnesota, by and through the Board of Trustees of Minnesota State Colleges and Universities on behalf of Lake Superior College**, located at 2101 Trinity Road, Duluth, MN 55811, hereafter referred to as MINNESOTA STATE or LANDLORD, and the **City of Duluth**, a municipal corporation created and existing under laws of the State of Minnesota, located at City Hall, 411 West 1st Street, Duluth, Minnesota, 55802-1198, hereafter referred to as TENANT.

WHEREAS, the Board of Trustees of Minnesota State Colleges and Universities is empowered by Minn. Stat. § 136F.06, to govern Board-related property, and

WHEREAS, MINNESOTA STATE has under its control Lake Superior College's Emergency Response Training Center ("ERTC" or "Property"), located at 11501 State Highway 23, Duluth, MN 55808, and has a parcel of land available in the Property (the "Leased Premises"), and

WHEREAS, TENANT is currently occupying the Leased Premises as a holdover tenant under an expired lease dated September 5, 2002, and

WHEREAS, TENANT has previously constructed an existing building on the Leased Premises, which it intends to continue to use for a firearms training facility (the "Range") for peace officers, peace officer trainees, and other persons under the authority of MINNESOTA STATE or TENANT as hereinafter authorized.

NOW THEREFORE, MINNESOTA STATE and TENANT, in consideration of the rents, covenants, and considerations hereinafter specified, do hereby agree each with the other as follows.

1. LEASED PREMISES.

MINNESOTA STATE grants and TENANT accepts the lease of the following described land located in the City of Duluth, County of St. Louis, Minnesota, hereinafter referred to as the "Leased Premises", more particularly described as:

- (1) A tract of land containing approximately 12.9 acres legally described on Exhibit A and depicted on Exhibit B EXCEPT for that portion of said tract contained within the ARMER tower site described on Exhibit C;
- (2) A non-exclusive right of access over the existing access road depicted on Exhibit D; and
- (3) A 25 foot wide utility right of way license directly east of and adjacent to said access road.

Unless otherwise provided in this Lease Agreement, the TENANT is taking the Leased Premises in its "as is" condition, and MINNESOTA STATE is under no obligation to make any alterations or modifications to accommodate TENANT's use. TENANT's taking possession of the Leased Premises is evidence that the Leased Premises was in tenantable condition as of the day of occupancy.

2. TERM.

The term of this Lease Agreement shall commence upon signature of the parties (the "Commencement Date"), and end on June 30, 2023 unless otherwise sooner terminated as provided in this Lease.

3. PAYMENT OF RENT.

As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement, TENANT shall pay to MINNESOTA STATE the sum of One and no/100 Dollars (\$1.00) for the term of the Lease Agreement.

4. OPTIONS TO RENEW.

4.1 Subject to TENANT'S compliance with the terms of this Lease Agreement, MINNESOTA STATE grants and TENANT accepts the right to three (3) options to renew this Lease Agreement for a period of five (5) years for each option, at the same terms, conditions, and rental rate as this Lease Agreement.

4.2 To exercise the above noted option, TENANT must indicate in writing its intent to exercise said option at least sixty (60) days prior to the expiration date of this Lease Agreement or any renewal thereof.

5. USE.

TENANT shall use and occupy the Leased Premises only as a firearms training facility (the "Range") for peace officers, peace officer trainees, and other persons operating under the authority of MINNESOTA STATE or TENANT as hereinafter authorized, and for no other purposes without MINNESOTA STATE's prior written consent for each instance.

6. TERMINATION.

6.1 This Lease may be terminated by TENANT with or without cause at any time upon giving at least three hundred sixty five (365) days prior written notice of such termination to MINNESOTA STATE. MINNESOTA STATE shall have the right to terminate this Lease at its sole discretion by giving one (1) year's notice that the college requires the use of the Leased Premises for a different programmatic need.

6.2 Surrender of Leased Premises. TENANT hereby agrees that at the expiration or earlier termination of this Lease or extension thereof:

- a. Upon termination of the Lease, all personal property not removed from the Leased Premises will conclusively be deemed to have been abandoned by TENANT and may be sold, stored, destroyed or otherwise disposed of by MINNESOTA STATE without notice to TENANT or to any other person and without obligation to account for them. TENANT will pay MINNESOTA STATE all expenses incurred in connection with MINNESOTA STATE's disposition of such personal property. TENANT's obligation to pay all of MINNESOTA STATE's expenses incurred in connection with MINNESOTA STATE's disposition of TENANT's personal property shall survive the termination of this lease.
- b. The building that TENANT has constructed on the Leased Premises and other improvements that are part of the real estate are attached to the Leased Premises and will remain on the Leased Premises after the termination of the Lease. TENANT will surrender the building in good condition and repair, reasonable wear and tear expected.
- c. TENANT shall complete a lead abatement of the Leased Premises in accordance with Section 24.2 and shall otherwise surrender the Leased Premises in good condition and repair (including but not limited to good environmental condition), reasonable wear and tear excepted.

7. DUTIES OF LANDLORD.

TENANT shall have the quiet enjoyment of the Leased Premises during the full term of the Lease Agreement and any extension or renewal thereof.

8. DUTIES OF TENANT.

8.1 Maintenance and Security. TENANT shall maintain its building(s) and appurtenances in good condition and repair, and shall bear the cost of all utilities and services required to operate the Leased Premises, including but not limited to trash removal, yard care, and snow and ice removal. TENANT shall secure the Leased Premises to ensure no unauthorized access.

8.2 Outdoor Maintenance. TENANT shall maintain the outdoor gun range in good condition and repair. For the purposes of clarification, this requirement includes but is not limited to maintenance of the gun range soil berms (including monitoring and reasonable control of any erosion of the soil berms and repair of material erosion events of the soil berms).

8.3 Accessibility. TENANT agrees to maintain the Leased Premises in compliance with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

8.4 Identification signs are subject to MINNESOTA STATE's prior written approval; see Paragraph 9, Alterations.

8.5 Furniture, Fixtures, and Equipment. TENANT shall supply all furnishings necessary for its use of the Leased Premises.

8.6 Condition of Premises. TENANT agrees to maintain the Leased Premises in a reasonably clean and sanitary condition.

8.7 Compliance with Laws. TENANT shall comply with all applicable federal, municipal, county and state laws, ordinances and regulations, and shall obtain and pay for all licenses and permits (and special use permits, if applicable) as may be required by its use of the Leased Premises.

8.8 Tax or Impositions. In the event that a state or local tax is imposed upon MINNESOTA STATE due to TENANT'S occupancy, use, valuable possession or valuable leasehold interest of or in the real property hereby leased, the obligation for the payment of the tax will be wholly that of TENANT.

8.9 Human Rights. When applicable, TENANT certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36, or that it has not had more than 40 full-time employees at any time during the previous 12 months and claims exemption from Minn. Stat. § 363A.36

8.10 Nuisance. TENANT agrees not to use the Leased Premises in any way which, in the judgment of MINNESOTA STATE, poses a hazard to building occupants, the Leased Premises or the building, in part or whole, nor shall TENANT use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to building occupants or others. Provided, however, that it is agreed between the parties that the maintenance and operation of the Range as a fire arms training facility shall not be deemed a nuisance or otherwise violate the provisions of this Paragraph 8.10.

8.11 No Smoking. TENANT shall comply with the campus policy on tobacco use on campus grounds.

9. ALTERATION OF LEASED PREMISES.

9.1 TENANT shall not construct new building(s), or construct additions to or expand the footprint of existing building(s), without the advance written consent of MINNESOTA STATE. TENANT may remodel, redecorate, repair or make alterations and changes to the interior and exterior of building(s) on the Leased Premises without MINNESOTA STATE's consent if TENANT provides a courtesy written notification to MINNESOTA STATE concerning all such improvements. The cost and expense of remodeling, redecorating, repairing or making alterations and changes to building(s) on the Leased Premises shall be borne solely by TENANT.

9.2 TENANT shall observe all fire and building codes relating to its operation and use of the Leased Premises. TENANT alterations, additions or changes to the Leased Premises shall comply with all applicable federal, state and local laws and requirements as to sanitary, health, environmental and safety conditions, and as to the use of the Leased Premises by TENANT.

9.3 TENANT shall be responsible for ensuring that contractors employed by TENANT shall provide and maintain a performance bond and construction insurance as established by MINNESOTA STATE. TENANT shall provide copies of said performance bond and construction insurance to MINNESOTA STATE prior to any work performed by any contractors on behalf of TENANT.

9.4 All work permitted under this section shall be done in a good and workmanlike manner, comply with all applicable building codes, special use and permitting requirements, and be diligently completed so that the premises shall be a complete unit at all times except during the period of construction.

9.5 TENANT shall have no right to encumber or subject the interest of MINNESOTA STATE in the Leased Premises to any mechanic's liens, material liens or other liens of any nature whatsoever, and TENANT shall have any such lien discharged within 10 days after the date of recording of the lien. TENANT shall be liable to MINNESOTA STATE for any MINNESOTA STATE's costs and attorney fees incurred in regard to this section.

9.6 TENANT and its contractors shall comply with all applicable laws and requirements relating to soil disturbance and soil management of the Leased Premises, including but not limited to National Pollutant Discharge Elimination System/State Disposal System (NPDES) Construction Stormwater General Permit requirements. TENANT agrees that all soil will remain onsite, except soil may be removed from the Leased Premises after lab testing and analysis and determination of and compliance with a proper disposal process.

10. ASSIGNMENT AND SUBLETTING.

TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof except that TENANT may authorize the exclusive use of the Leased Premises on a short-term basis to third parties for fire arms training as provided for herein.

11. USE BY TENANT AND OTHERS

11.1. Generally

The terms and conditions of this Paragraph shall apply to all use of the Leased Premises by TENANT as a firearms training facility, without regard to whether the user is TENANT and its officers, agents, servants or employees or other persons TENANT permits to use the Leased Premises.

- a. The Leased Premises may be used as a firearms training facility for peace officers, peace officer trainees and other persons under the authority of MINNESOTA STATE or TENANT as hereinafter authorized.
- b. TENANT shall be solely responsible for scheduling the use of the Leased Premises and all parts thereof and no person or agency shall be allowed to use any part of the Leased Premises unless their use is so scheduled by TENANT. TENANT shall be responsible for providing MINNESOTA STATE with a schedule on at least a monthly basis identifying the persons and/or agencies authorized to use the Leased Premises or any part thereof, identifying the portion of the Leased Premises that such persons and/or agencies are authorized to use and specifying the hours during which such persons and/or agencies are authorized to so use the Leased Premises. In the event of any change in any such schedule during any month, TENANT shall be responsible for notifying MINNESOTA STATE thereof as soon as is reasonably practical upon TENANT becoming aware of such change.
- c. No firearms training or other use of the Leased Premises shall occur under this Lease Agreement unless an approved Range Facilities Manager shall be on the Leased Premises.

11.2 Use by TENANT

During such times as the user of the Leased Premises is TENANT and its officers, agents, servants and employees, TENANT shall be solely responsible for providing all personnel necessary or used by TENANT to perform all services involved in TENANT's activities on the Leased Premises, including but not limited to Firearms Safety Instructors and Range Facilities Managers.

11.3 Use by Others

It is contemplated that the facilities on the Leased Premises will be used by persons and/or agencies other than TENANT. It is agreed that the following terms and conditions shall apply to all such users:

- a. All such users shall be required to enter in a written use agreement with TENANT prior to being allowed to use the Leased Premises. Such Use

agreement shall, among its provisions, require that such user commit to defend (to the extent allowed by the Attorney General of Minnesota) and indemnify both MINNESOTA STATE and TENANT and their officers, agents, servants and employees from any liability arising out of such user's use of the Leased Premises and shall require such persons/agencies to carry liability insurance in the amount of at least \$2,000,000; both MINNESOTA STATE and TENANT shall be named as additional insured on such policy of insurance. If the user is a self-insured federal, state, or local government agency, the TENANT may waive the requirement for an additional insurance policy.

11.4. Use by MINNESOTA STATE

MINNESOTA STATE shall be entitled to use the Leased Premises for one day per month for the purpose of conducting firearms training. At MINNESOTA STATE's request, TENANT agrees to provide the services of a Range Facilities Manager to MINNESOTA STATE at no cost to MINNESOTA STATE on this day. During this time, MINNESOTA STATE shall not be required to pay any other fees for the use of the Leased Premises. MINNESOTA STATE may use the Leased Premises on other days at the sole discretion of the TENANT.

12. MINNESOTA STATE'S ACCESS.

MINNESOTA STATE, acting through its designated agent, employees or officials shall have the right, upon prior notification to TENANT (or without such notice in case of an emergency), to enter the Leased Premises at all reasonable times.

13. [INTENTIONALLY OMITTED].

14. LIABILITY.

MINNESOTA STATE and TENANT agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. MINNESOTA STATE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law and TENANT'S liability shall be governed by the provision of Minnesota Statutes, Chapter 466.

15. MINNESOTA STATE TO BE HELD HARMLESS.

MINNESOTA STATE shall not be liable for any suits, actions, or claims of any character for injury, death, or property damage made by or on behalf of any person or persons, firm or corporation arising out the conduct, management or use of the Leased Premises by TENANT, or arising out of any work or thing whatsoever done in or about the premises or structures or equipment therein when such has been authorized by TENANT, except as such injury, death, or property damage is attributable to MINNESOTA STATE's negligence as determined by a court

of Law. TENANT shall indemnify MINNESOTA STATE and hold it harmless from any and all such suits, actions, or claims. This provision shall survive the termination of this Lease.

16. PERSONAL PROPERTY RISK.

All personal property in or about the Leased Premises belonging to or placed therein by TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and MINNESOTA STATE shall not be liable for theft or misappropriation thereof, nor for any loss or damage due to the building or any part of the appurtenance thereof becoming out of repair, or arising from the bursting or leaking of water, gas, sewer or steam pipes, or due to the happening of any accident in or about the Leased Premises including destruction by fire.

17. HOLDING OVER.

In the event TENANT remains in possession of the Leased Premises herein leased after the expiration of this Lease and without the execution of a new lease, it shall be deemed occupying said Leased Premises as a tenant, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy. TENANT will also be liable to MINNESOTA STATE for all costs, losses, claims or liabilities that MINNESOTA STATE may incur as a result of TENANT's failure to surrender possession of the Leased Premises to MINNESOTA STATE upon the expiration or earlier termination of the Lease.

18. DEFAULT BY TENANT.

If TENANT defaults in any of its promises or covenants under the Lease and fails to cure the same within thirty (30) days after receipt of written notice of default from MINNESOTA STATE, MINNESOTA STATE may exercise one or more of the following remedies, or any other remedy available at law or in equity:

- a. terminate the Lease and recover from TENANT all damages it has incurred by reason of such breach; or
- b. re-enter the Leased Premises and remove all persons and property from the Leased Premises, without terminating the Lease or releasing TENANT from its obligations under the Lease

19. SELF-HELP RIGHT.

If TENANT defaults in the performance of any term of this Lease Agreement, MINNESOTA STATE, in addition to any other rights and remedies it has under this Lease and without waiving such default, may perform the same for the account of and at the expense of TENANT (but shall not be obligated to do so), without notice in a case of emergency and in any other case if such default continues after thirty (30) days from the date that MINNESOTA STATE gives written notice to TENANT of its intention to do so. TENANT must pay upon demand bills for all amounts paid by MINNESOTA STATE and all losses, costs and expenses incurred by MINNESOTA STATE, in connection with any such performance by MINNESOTA STATE pursuant to this section, including, without limitation, all amounts paid and costs and expenses

incurred by MINNESOTA STATE for any property, material, labor or services provided by MINNESOTA STATE to TENANT.

20. WAIVER OF COVENANTS.

The failure of either party to insist in any one or more instances upon performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, but the failing party's obligation with respect to such future performance shall continue in full force and effect.

21. NOTICES.

All notices, requests, and other communications between MINNESOTA STATE and TENANT that are required or that MINNESOTA STATE or TENANT elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

TENANT: City of Duluth
Property and Facilities Manager
1532 W. Michigan Street
Duluth, MN 55806

MINNESOTA STATE: Lake Superior College
ATTN: Al Finlayson, Chief Financial Officer
2101 Trinity Road
Duluth, MN 55811

With a copy to: Minnesota State Colleges and Universities
30 E. 7th Street, Suite 350
St. Paul, MN 55101
ATTN: Real Estate Services

22. NEW LANDLORD.

In the event the Leased Premised or the building of which the same is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if MINNESOTA STATE shall sell, convey, transfer, or assign this Lease Agreement or rents due under this Lease Agreement, or if for any reason there shall be a change in the manner in which the rental reserved hereunder shall be paid to MINNESOTA STATE, proper written notice of such change must be delivered to TENANT as promptly as possible.

23. AUDIT.

MINNESOTA STATE is a State of Minnesota entity. The books, records, documents and accounting procedures and practices of the TENANT (whether in hard copy or electronic format)

regarding this Lease Agreement shall be subject to reasonable examination by the State, MINNESOTA STATE, MINNESOTA STATE's Internal Auditor or Independent Auditor and/or the Legislative Auditor during the term of the Lease and for a minimum of six (6) years after the Lease's expiration or termination.

24. ENVIRONMENTAL.

24.1 With the exception of lead deposited on the Leased Premises due to the operation of the shooting range, TENANT shall not use in any way, or permit or suffer the use of the Leased Premises or any part thereof, to either directly or indirectly prepare, produce, generate, manufacture, refine, treat, transport, store, maintain, handle, dispose of, transfer, or process any Hazardous Substance as defined below, unless it has received the prior written consent of MINNESOTA STATE, which may not be unreasonably withheld. "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substance the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or ownership of which is restricted, prohibited, regulated, or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.) as these laws have been amended or supplemented. TENANT agrees to hold harmless and indemnify MINNESOTA STATE from any and all damages, costs, fines and expenses, including all attorney's fees incurred by MINNESOTA STATE that might arise as a result of TENANT's violation of this provision. TENANT also agrees to indemnify MINNESOTA STATE from any and all liabilities, losses, damages, costs, expenses, including reasonable attorneys' fees and expenses, causes of action, suits, claims, demands and judgments arising out of its deposit of lead and products containing lead in the course of its use of the Leased Premises, or such deposit of lead by other authorized users of the Leased Premises including MINNESOTA STATE. This provision shall survive the termination of this Lease Agreement.

24.2 TENANT's past and future use of the Leased Premises generates the need to recover projectiles spent or otherwise deposited in the course of TENANT's use of the Leased Premises. TENANT agrees that at such times as are necessary to meet the Minnesota Pollution Control Agency's standards and requirements and when required pursuant to Section 6.2, TENANT shall contract to investigate, manage, recover and complete the removal of projectiles spent or otherwise deposited in the course of TENANT's use of the Leased Premises. A certified contractor will develop an abatement plan. The Minnesota Pollution Control Agency must review and approve the plan. Copies of the abatement plan and any related approval shall be provided to MINNESOTA STATE. The removal of the material can only be done by a licensed contractor. TENANT's work related to this paragraph shall be at its sole cost and expense.

25. ENTIRE AGREEMENT.

The Lease Agreement documents, which constitute the entire Lease Agreement between the parties except for agreed upon written amendments issued after execution of this Lease Agreement, are enumerated as follows:

- Lease Agreement
- **EXHIBIT A:** Legal Description of Leased Premises
- **EXHIBIT B:** Depiction of Leased Premises
- **EXHIBIT C:** Legal Description of ARMER Tower Site
- **EXHIBIT D:** Depiction of Access Road
- Any Subsequent amendments, addendum properly executed by the parties.

Signature Block is on Next Page

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

TENANT: CITY OF DULUTH

TENANT certifies that the appropriate person(s) have executed the contract on behalf of TENANT as required by applicable articles, by-laws, resolutions, or ordinances.

By: _____
Mayor

Attest: _____
City Clerk

Date Attested: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

MINNESOTA STATE: STATE OF MINNESOTA, BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF LAKE SUPERIOR COLLEGE

By: _____
Laura M King

Its: _____
Vice Chancellor – Chief Financial Officer

Date: _____

RECOMMENDED: LAKE SUPERIOR COLLEGE

By: _____
Al Finlayson

Its: Vice President of Administration

Date: _____

AS TO FORM AND EXECUTION:

By: _____

Title: _____

Date: _____

Exhibit A

LEGAL DESCRIPTION

PARCEL A:

That part of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Four (4), Township Forty-eight (48) North, Range Fifteen (15) West of the Fourth Principal Meridian, St. Louis County, Duluth, Minnesota, described as follows:

Beginning at the South quarter corner of said Section Four (4); then North 00 degrees 04 minutes 50 seconds East, assumed bearing, along the West line of said Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) 776.96 feet; thence North 84 degrees 58 minutes 28 seconds East 155.38 feet; thence South 45 degrees 40 minutes 13 seconds East 265.76 feet; thence South 40 degrees 53 minutes 58 seconds East 114.84 feet; thence South 50 degrees 43 minutes 27 seconds East 139.73 feet; thence South 81 degrees 36 minutes 37 seconds East 222.55 feet; thence South 71 degrees 28 minutes 35 seconds East 53.82 feet; thence South 00 degrees 04 minutes 50 seconds 382.55 feet, to the South line of said Section Four (4); thence North 89 degrees 49 minutes 10 seconds West 800.00 feet, along the South line of said Section Four (4), to the point of beginning. 10.5 acres.

PARCEL B:

That part of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section Nine (9), Township Forty-eight (48) North, Range Fifteen (15) West of the Fourth Principal Meridian, Saint Louis County, Duluth, Minnesota, described as follows:

Beginning at the North quarter corner of said Section Nine (9); thence south 89 degrees 49 minutes 10 seconds East 410.00 feet, along the North line of said Section Nine (9); thence South 00 degrees 09 minutes 03 seconds East 223.00 feet; thence North 89 degrees 49 minutes 10 seconds West 410.00 feet, to the West line of said Northwest Quarter of Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$); thence North 00 degrees 09 minutes 03 seconds West 223.00 feet, to the point of beginning. 4.1 acres.

Exhibit B

CITY OF DULUTH, POLICE SHOOTING RANGE PROPERTY PLAT

PARCEL A

That part of the southwest quarter of the southeast quarter of Section 4, Township 48 North, Range 15 West of the 4th Principal Meridian, Saint Louis County, Duluth, Minnesota, described as follows:

Beginning at the south corner of said Section 4; thence north 00 degrees, 04 minutes, 30 seconds east, assumed bearing along the west line of said southwest quarter of the southeast quarter 776.96 feet; thence north 84 degrees, 35 minutes, 28 seconds east 153.38 feet; thence south 45 degrees, 40 minutes, 15 seconds east 285.76 feet; thence south 45 degrees, 33 minutes, 58 seconds east 114.54 feet; thence south 50 degrees, 45 minutes, 27 seconds east 139.73 feet; thence south 51 degrees, 38 minutes, 37 seconds east 222.55 feet; thence south 71 degrees, 28 minutes, 35 seconds east 83.82 feet; thence south 00 degrees, 04 minutes, 30 seconds west 800.00 feet, to the south line of said Section 4; thence north 89 degrees, 49 minutes, 10 seconds west 800.00 feet, along the south line of said Section 4, to the point of the beginning, 10.5 acres.

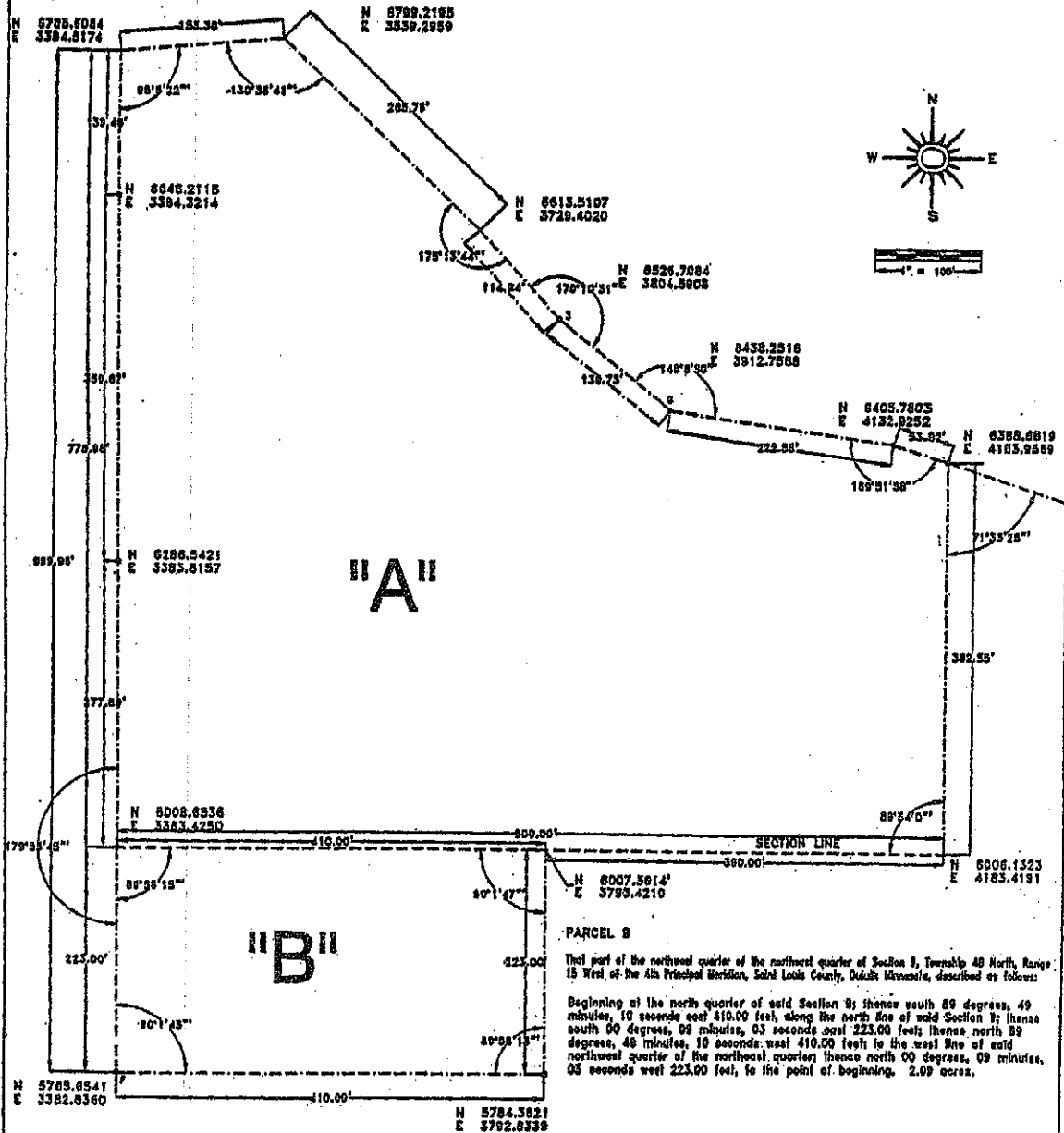


Exhibit C

LEGAL DESCRIPTION for MN/DOT
(Duluth South ARMER Tower)

October 20, 2014

That part of the Southwest Quarter of the Southeast Quarter of Section 04, Township 48 North, Range 15 West, of the Fourth Principal Meridian, St. Louis County, Minnesota, described as follows:

Assuming the South line of the Southwest Quarter of the Southeast Quarter of said Section 04 to bear North 89° 35' 41" East and from the Southwest Corner of said Southwest Quarter of the Southeast Quarter, being also the South Quarter Corner of Section 4, run North 89° 35' 41" East along said South line, a distance of 704.01 feet to the POINT OF BEGINNING.

Thence North 00° 24' 18" West, a distance of 60.00 feet;
thence North 89° 35' 41" East, a distance of 60.00 feet;
thence South 00° 24' 18" East, a distance of 60.00 feet;
thence South 89° 35' 41" West, a distance of 60.00 feet to the POINT OF BEGINNING.

Said parcel contains 0.08 acre.

(MNDOT Duluth South Tower-des)

Exhibit D

