

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “**Agreement**”) is made as of \_\_\_\_\_, 2024 (“**Effective Date**”), by and between DULUTH ECONOMIC DEVELOPMENT AUTHORITY, a public body, corporate and politic and political subdivision under the laws of the State of Minnesota (“**Seller**”) and FESTIES INC., a Minnesota corporation (“**Buyer**”).

### RECITALS

A. Belanger 1916, LLC (“**Owner**”) is the current owner of real property in Duluth, St. Louis County, Minnesota, legally described on the attached **Exhibit A** (the “**Real Property**”)

B. Buyer wishes to obtain title to the Property (defined below) for economic development purposes and is desirous of acquiring the Property for the development of one (1) housing unit; and the Seller is desirous of Buyer doing so.

C. To advance economic development goals, Seller intends to obtain title to the Property (defined below) from Owner and promptly sell the Property to Buyer pursuant to the terms and conditions set forth in this Agreement.

D. The only restrictions or covenants are those listed in this Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, and other good and valuable consideration, the receipt, sufficiency and mutuality of which are acknowledged, Buyer and Seller agree as follows:

1.0 Property to Be Purchased. Subject to its acquisition from Owner and compliance with the terms and conditions of this Agreement, Seller shall sell the Property to Buyer on the terms and conditions set forth in this Agreement. Buyer shall purchase from Seller the following (collectively, the “**Property**”):

- (a) the Real Property; and
- (b) all improvements located on the Real Property, if any.

Seller shall convey and Buyer shall accept title to the Property subject to (i) the easements, restrictions and reversionary clause set forth in the quit claim deed attached as **Exhibit B** (the “**Deed**”); (ii) the deed from Owner to Seller attached as **Exhibit C**; and (iii) the Permitted Exceptions (defined in Section 4.3 below).

2.0 Purchase Price. The purchase price to be paid by Buyer for the purchase of the Property shall be Forty Thousand and no/100 Dollars (\$40,000.00) (the “**Purchase Price**”), to be paid in cash at Closing (defined below).

3.0 Closing. The closing of the purchase and sale of the Property from Seller to Buyer contemplated by this Agreement (the “**Closing**”) shall occur on or before

\_\_\_\_\_ (the “**Closing Date**”) or such earlier date as may be agreed upon by the parties, but in no event will occur before the Property receives local historic designation. However, it is the intention of Buyer and Seller that the Closing occur simultaneously on the date of the closing of the sale of the Property from Owner to Seller. Seller shall deliver possession of the Property on the date of Closing. The Closing shall take place at the office of First American Title & Abstract Company (“**Title**”) in Duluth, Minnesota, or at such other place as the parties shall mutually agree upon.

4.0 Contingencies.

4.1 Owner Contingency. Seller’s obligation to sell the Property to Buyer is contingent on the Owner completing the sale of the Property to Seller on or before the Closing Date (the “**Owner Contingency**”). If the Owner Contingency is not satisfied on or before the Closing Date, then: (i) this Agreement shall terminate and, upon request, each party shall promptly sign a cancellation of purchase agreement evidencing the cancellation of this Agreement; and (ii) except as expressly set forth in this Agreement, the parties shall have no further obligations to one another pursuant to this Agreement. Neither Buyer nor Seller may waive the Owner Contingency. The Purchase Price above is anticipated to be sufficient to reimburse DEDA for its out-of-pocket costs of acquiring the Property and selling it to Buyer.

4.2 Owner Conveyance. Seller shall have received a deed, in substantially the form attached as Exhibit C, from Owner conveying the Property to Seller on or before the Closing Date (the “**Deed Contingency**”). Neither Buyer nor Seller may waive the Deed Contingency.

4.3 Title. Seller shall have no obligation to provide Buyer with a title commitment or an owner’s policy of title insurance covering the Property. Buyer may elect to purchase a title commitment at its own expense from Title, which shall in no event delay Closing. Notwithstanding the foregoing, Seller may provide a copy of title insurance commitment from Title for an ALTA Owner’s Policy of Title Insurance insuring title to the Property (the “**Title Commitment**”) that Seller receives from Owner. In the event that the Title Commitment reflects that the title to the Property is not in a condition that is acceptable to Buyer, Buyer may object to the title defects by specifying its objections in writing to Seller within 20 days of receipt of the Title Commitment. At Seller’s election, Seller may fix, or request Owner to fix, any title defects or may decline to fix any title defects by delivering written notice to Buyer within 14 days of receipt of Buyer’s title objections. If Seller agrees to fix the title defects, Seller shall fix the title defects and the parties shall proceed to the Closing subject to the terms and conditions of this Agreement. If Seller declines to fix, or Owner declines to fix, the title defects or fails to do so prior to the Closing Date, Buyer may: (i) terminate this Agreement by delivering written notice of termination to Seller; or (ii) waive its objections and proceed to the Closing. If Buyer does not cancel this Agreement prior to Closing, Buyer shall accept title to the Property in as-is condition as of the Closing. Any title exceptions, defects or encumbrances that are not objected to by Buyer as set forth in this Section 4.3, or are initially objected to but later waived or deemed waived by Buyer as set forth in this Section 4.3, are referred to collectively in this Agreement as the “**Permitted Exceptions.**”

4.4 Property Inspection. Buyer acknowledges that (i) Seller cannot grant Buyer permission to physically access the Property because it does not currently own the Property; and (ii) any physical inspection of the Property must be performed by Buyer pursuant to a separate agreement with the Owner. Seller may, but is not obligated to, facilitate an agreement for Buyer to gain access to the Property. Buyer is solely responsible for any and all investigation relating to the condition of the Property, including environmental contamination. If Buyer is unsatisfied with the condition of the Property, Buyer may terminate this Agreement by delivering written notice of termination to Seller prior to the Closing Date. If Buyer terminates this Agreement pursuant to this paragraph, the parties shall have no further obligations to one another pursuant to this Agreement except as expressly set forth in this Agreement.

5.0 Seller's Conditions to Closing. The Closing of the transaction contemplated by this Agreement and the obligation of Seller to sell the Property shall be subject to the following conditions:

- (a) Representations. Buyer's representations in this Agreement shall be true at the time of Closing as though such representations were made at such time.
- (b) Performance by Buyer. Buyer shall have performed all of its obligations under this Agreement.
- (c) Approval. The DEDA Board shall have adopted a resolution approving the conveyance on the terms and conditions set forth in this Agreement (the "DEDA Board Contingency"). The DEDA Board Contingency cannot be waived.

If the conditions set forth at 5.0(a) and (b) have not been satisfied or waived prior to the Closing Date, this Agreement may be terminated, at the option of Seller, by written notice from Seller to Buyer delivered to Buyer no later than the Closing Date. All of the contingencies set forth in Section 5.0 of this Agreement are for the sole and exclusive benefit of Seller and Seller shall have the right to unilaterally waive any contingency by written notice to Buyer.

6.0 Buyer Representations. Buyer makes the following representations:

- (a) Authority to Enter into Agreement. Buyer is a corporation in good standing under the laws of the State of Minnesota, has the full power and authority to: (i) enter into this Agreement; and (ii) purchase the Property in accordance with this Agreement.
- (b) No Additional Consent Needed. No consent or authorization from any other person, entity or government agency is required for Buyer to enter into and perform Buyer's obligations under this Agreement except as has already been obtained.
- (c) No Impact on Other Agreements. The execution of this Agreement will not constitute

a breach or default under any agreement to which Buyer is bound.

- (d) No Other Actions Affecting Agreement. There is no suit, action, legal, administrative or other proceeding or inquiry pending or threatened against Buyer which could affect Buyer's ability to enter into and perform Buyer's obligations under this Agreement. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or threatened against Buyer, nor are any such proceedings contemplated by Buyer.
- (e) Prompt Payment of Obligations. Buyer shall promptly pay when due any and all charges for engineering, surveying or other studies, reports, assessments or investigations which are commissioned or requested by Buyer.
- (f) Buyer Investment Commitment. To fulfill the economic development purposes of the sale of the Property, Buyer agrees: (i) to develop one (1) housing unit on the Property; and (ii) to invest no less than \$200,000 in the development of the Property. Buyer agrees that its development of the Property shall be constructed and installed only in conformance with approved plans and must conform to all applicable building, zoning, or other codes or ordinances. Buyer will acquire any and all necessary permits for the construction on the Property.
- (g) One-year Deadline. Within one (1) year of the date of conveyance of the Property, Buyer shall devote the Property to the intended use as set forth in this Section, or begin improvements to the Property to devote it to that use. If Buyer fails to do so, Seller may cancel the sale and title to the Property shall return to it. Buyer shall not transfer title to the Property within one year of purchase without the consent of Seller.

Each of the above representations is material and is relied upon by Seller. Each of the above representations shall be deemed to have been made as of the Closing and shall survive the Closing.

- 7.0 Statutory Disclosures. Seller's employees directly handling the sale of the Property on behalf of Seller have no actual knowledge of the following with respect to the Property: (1) the presence of a well, underground storage tank or subsurface sewage treatment system; (2) methamphetamine production on the Property; (3) records or reports relating to lead-based paint and/or lead-based paint hazards; or (4) radon concentrations.
- 8.0 As Is Provisions. Buyer is purchasing the Property "AS IS" and "WHERE IS", and with all faults. Seller makes no representations or warranties, whether express or implied, by operation of law or otherwise, with respect to the quality, physical condition or value of the Property, the compliance of the Property with applicable building or fire codes or other laws or regulations. Buyer agrees that Seller is not liable or bound by any guarantees, promises, statements, representations or information pertaining to the Property made or furnished by Seller or any agent, officer, director, employee or other person representing or purporting to represent Seller, except as and to the extent expressly set forth in Section 7.0. To the fullest

extent allowed by Minnesota and Federal law, Buyer and Seller agree as follows: Buyer expressly waives the requirement of any disclosure not expressly contained in this Agreement (including, without limitation, any disclosure required pursuant to Minn. Stat. §513.52-513.60), and Buyer agrees to take the Property “As Is” notwithstanding any matter set forth in any disclosure statement required by Minnesota law.

BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SET FORTH IN SECTION 7.0, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO:

- (a) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY;
- (b) THE INCOME TO BE DERIVED FROM THE PROPERTY;
- (c) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON;
- (d) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCE OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY OR ANY FRANCHISE LICENSE OR AGREEMENT OR ANY GRANT OR SIMILAR AGREEMENT;
- (e) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY;
- (f) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY;
- (g) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY;
- (h) THE AVAILABILITY OF WATER OR OTHER RESOURCES OR UTILITIES;  
OR
- (i) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION OR POLLUTION RULES, REGULATIONS, ORDERS OR REQUIREMENTS,

INCLUDING SOLID WASTE, AND INCLUDING THE DISPOSAL, RELEASE OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE.

- 9.0 Independent Investigation. The consummation of this transaction shall constitute Buyer's acknowledgment that Buyer has independently inspected and investigated the Property and has made and entered into this Agreement based upon such inspection and investigation and its own examination of the condition of the Property. Upon Closing, Buyer shall assume the risk that adverse matters, including but not limited to construction defects and adverse physical and environmental conditions and the suitability or unsuitability of the Property for Buyer's intended uses, may not have been revealed by Buyer's investigations. Buyer, upon Closing, shall be deemed to have waived, relinquished and released Seller from and against, and covenanted not to sue any of the foregoing with regard to, any and all claims, demands, causes of action (including causes of action in tort or under any environmental law), losses, damages, liabilities (whether based on strict liability or otherwise), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, which Buyer might have asserted or alleged against Seller at any time (including without limitation to the extent covered by or that would be covered by [as opposed to paid] by insurance) by reason of or arising out of any latent or patent construction defects or physical conditions, violations of any applicable laws (including, without limitation, any environmental laws), the suitability of the Property for any purposes contemplated by Buyer and any and all other acts, omissions, events, circumstances or matters regarding the Property.
- 10.0 Buyer Reliance. All information, whether written or oral, previously, now, or hereafter made available to Buyer by Seller, its agents, or any other person acting for or on behalf of Seller, whether in the form of appraisals, market studies, projections, brochures, maps, surveys, soil reports, engineering studies, environmental studies, inspection reports, plans and specifications, and all other information and materials have been or will be furnished by Seller to Buyer solely as an accommodation, and neither Seller nor its agents has verified the accuracy of such information or the qualifications of the persons preparing such information. Buyer agrees that, notwithstanding the fact that Buyer has received certain information from Seller, or its respective agents or consultants, Buyer has relied solely upon and will continue to rely solely upon its own analysis and will not rely on any information provided by Seller, or its agents or consultants.
- 11.0 Real Estate Taxes and Special Assessments. It is the intention that the Closing will occur simultaneously on the date of the closing of the sale of the Property from Owner to Seller, Buyer and Seller do not expect there to be any current or past due taxes or assessments outstanding as of the Closing. In the event that Closing is delayed due to the actions of Buyer and there are any current or past due taxes or assessments outstanding as of the Closing, Buyer shall pay them at Closing as a part of the closing costs. Buyer shall be responsible for all real estate taxes and assessments that are levied or become pending against the Property following Closing and all subsequent years.
- 12.0 Closing Documents. At or prior to Closing, the parties shall execute and deliver the

following, as applicable:

- (a) The Deed, substantially in the form attached as Exhibit B.
- (b) Resolution by Seller, in recordable form, authorizing the conveyance of the Property to Buyer;
- (c) All other documents required by this Agreement or reasonably required by Title to effectuate the provisions of this Agreement.

13.0 Closing Costs. The following costs and expenses shall be paid in connection with the Closing:

- (a) Buyer shall pay the cost of:
  - (i) All fees associated with the issuance of a title commitment, if any, including state and federal tax lien, judgment and bankruptcy searches;
  - (ii) The premium for a title policy insuring title to the Property in the name of Buyer in the amount of the Purchase Price;
  - (iii) Any surveys, reports or inspection reports obtained by Buyer;
  - (iv) All state deed taxes and/or transfer taxes on the Deed;
  - (v) All recording fees, including but not limited to record the Deed and Seller's resolution authorizing the sale of the Property to Buyer;
  - (vi) Title's closing fees;
  - (vii) All attorneys' fees and expenses incurred by Buyer; and
  - (viii) Any other item allocated to Buyer in this Agreement.
- (b) Seller shall pay the cost of:
  - (i) All attorneys' fees and expenses incurred by Seller;
  - (ii) All expenses, including recording fees, to correct any objections that Seller elects to undertake pursuant to Section 4.3 above;
  - (iii) Any other item allocated to Seller in this Agreement.

14.0 Commission. Seller and Buyer represent and warrant to each other that they have not engaged the services of any broker in connection with the sale and purchase contemplated by this Agreement. Seller and Buyer shall each indemnify and hold the other harmless of any claim made by any broker or sales agent or similar party for a commission due or alleged

to be due under the terms of any brokerage agreement entered into by said party.

15.0 Risk of Loss. If there is any loss or damage to the Property between the date of this Agreement and the date of Closing, the risk of loss shall be on Seller or Owner, whichever may have title to the Property. If the Property is destroyed or damaged prior to the Closing, Buyer may cancel this Agreement upon written notice to Seller and in such event, the parties shall have no further obligations to one another pursuant to this Agreement except as expressly set forth in this Agreement.

16.0 Default.

(a) If Buyer defaults in the performance of Buyer's obligations under this Agreement due to no fault of Seller, then Seller may, after at least thirty (30) days prior written notice to Buyer and Buyer's failure to cure the default within said notice period, either (i) declare this Agreement terminated, or (ii) Seller may elect to seek specific performance under this Agreement. Termination and specific performance pursuant to this Section are the sole and exclusive remedies afforded to Seller and in no event shall Buyer be liable for any actual, general, specific, punitive, incidental, speculative, consequential or other damages of any kind or nature.

(b) If Seller defaults in the performance of Seller's obligations under this Agreement due to no fault of Buyer, then Buyer may, after at least thirty (30) days prior written notice to Seller and Seller's failure to cure the default within said notice period, either (i) declare this Agreement terminated, or (ii) Buyer may elect to seek specific performance of this Agreement. Termination and specific performance pursuant to this Section are the sole and exclusive remedies afforded to Buyer and in no event shall Seller be liable for any actual, general, specific, punitive, incidental, speculative, consequential or other damages of any kind or nature.

(c) Notwithstanding anything in this Section 16 to the contrary, any action by Buyer or Seller for specific performance must be commenced no later than 180 days after the date of discovery of the default.

(d) The limitation set forth in the preceding sentence shall not apply to claims for indemnification or contribution specifically provided for in this Agreement.

(e) The provisions in this Section 16.0 shall survive any termination or cancellation of this Agreement and shall survive the Closing.

17.0 Assignment. Neither Seller or Buyer may assign its interest in this Agreement.

18.0 Time of Essence. Time is of the essence of this Agreement.

19.0 Governing Law. This Agreement is made and executed under and in all respect to be governed by the laws of the State of Minnesota. Any dispute that may arise between the parties arising out of this Agreement shall be adjudicated before a court located in St. Louis County, Minnesota and the parties irrevocably submit to the exclusive jurisdiction of the

federal and state courts of the State of Minnesota located in St. Louis County with respect to any action or legal proceeding commenced by any party.

- 20.0 Notices. The mailing addresses for notice purposes of Seller and Buyer are as follows (or to such other respective addresses as may be designated by notice given in accordance with provisions of this Section):

If to Seller: Duluth Economic Development Authority  
Attn: Executive Director  
411 W. First Street, Room 418  
Duluth, MN 55802

If to Buyer: Festies, Inc.  
1450 Shilhon Road  
Duluth, MN 55804

Any notice, request, demand or other communication permitted or required under this Agreement shall be in writing and shall be deemed duly delivered when delivered personally or when deposited in the United States mails, First Class, postage prepaid or delivered to a reputable courier addressed to the party for whom it is intended at the address specified above or at such other address as either party shall notify the other of in writing as provided above.

- 21.0 Headings. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as defining or as limiting in any way the scope or intent of the provisions hereof.
- 22.0 Invalidity. If for any reason any portion or paragraph of this Agreement shall be declared void or unenforceable by any court of law at equity, it shall only affect such particular portion or paragraph of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.
- 23.0 Counterparts/Facsimile/E-Mail Signatures. 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. Facsimile 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.
- 24.0 Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 25.0 No Rights or Benefits to Third Parties. The parties do not intend to create rights in, or to grant remedies to, any third-party as a beneficiary of this Agreement or to create any duty

to, or standard of care on behalf of, any third-party by any covenant, obligation or undertaking established in this Agreement. There are no incidental third-party beneficiaries to this Agreement.

26.0 Construction of Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring a party by virtue of the authorship of any of the provisions of this Agreement.

27.0 Entire Agreement and Amendment. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. No modification, amendment or waiver may be made to the terms of this Agreement without the written consent of both parties.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated above.

**DULUTH ECONOMIC DEVELOPMENT  
AUTHORITY**

**FESTIES INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: President  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Secretary  
Dated: \_\_\_\_\_

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**EXHIBIT A TO PURCHASE AGREEMENT**  
**Legal Description**

Property Address: 2403 W 6<sup>th</sup> Street, Duluth, MN

Lot Three Hundred Eight-Five (385), Block One Hundred Fifty-Three (153), DULUTH PROPER  
SECOND DIVISION

(Tax Parcel Code: 010-1220-02190)

St. Louis County, Minnesota

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**EXHIBIT B TO PURCHASE AGREEMENT**

**QUIT CLAIM DEED**

eCRV Number: \_\_\_\_\_

Deed Tax Due: \$ \_\_\_\_\_

Date: \_\_\_\_\_, 2024

FOR VALUABLE CONSIDERATION, the DULUTH ECONOMIC DEVELOPMENT AUTHORITY, a public body, corporate and politic and political subdivision under the laws of the State of Minnesota, "Grantor," hereby conveys and quitclaims to Festies, Inc., a Minnesota corporation, "Grantee," real property in St. Louis County, Minnesota, described as follows (the "Property"):

Lot Three Hundred Eight-Five (385), Block One Hundred Fifty-Three (153), DULUTH PROPER SECOND DIVISION

together with all hereditaments and appurtenances belonging thereto, and subject to all existing easements, restrictions and reservations of record.

This deed contains as a covenant running with the land the conditions of Minnesota Statutes §§ 469.090 to 469.108 relating to the use of the Property. If said covenant is violated, Grantor may declare a breach of the covenant and seek a judicial decree from the District Court declaring a forfeiture and a cancellation of this deed.

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

Grantor certifies that the Grantor does not know of any wells on the Property.

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Tax Statements should be sent to:  
Festies, Inc.

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**EXHIBIT C TO PURCHASE AGREEMENT  
DEED FROM OWNER TO SELLER**

**WARRANTY DEED**

eCRV Number: \_\_\_\_\_

Deed Tax Due: \$ \_\_\_\_\_

Date: \_\_\_\_\_, 2024

FOR VALUABLE CONSIDERATION, BELANGER 1916, LLC, a Minnesota limited liability company, “Grantor,” hereby conveys and warrants to DULUTH ECONOMIC DEVELOPMENT AUTHORITY, a public body, corporate and politic and political subdivision under the laws of the State of Minnesota “Grantee,” real property in St. Louis County, Minnesota, described as follows (the “Property”):

Lot Three Hundred Eight-Five (385), Block One Hundred Fifty-Three (153), DULUTH PROPER SECOND DIVISION

together with all hereditaments and appurtenances belonging thereto, and subject to all existing easements, restrictions and reservations of record.

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

Grantor certifies that the Grantor does not know of any wells on the Property.

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