

AGREEMENT EXHIBIT A

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of July, 2015, by and between J&S PARTNERSHIP, LLP, a Minnesota limited liability partnership; GLEN PRATT and SALLY PRATT, husband and wife; and WHOLE FOODS COMMUNITY CO-OP, a Minnesota cooperative, (collectively "Grantors"), and CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota ("City").

WHEREAS, J&S Partnership, LLP, is the owner of:

Unit 2, COMMON INTEREST COMMUNITY NO. 126, GRAND AVENUE
RETAIL BUILDING, a Condominium.

-AND-

N1/2 of West Second Street, f/k/a Traverse Street, lying between the extended centerline of 45th Avenue West and the extended west line of Lot 9, Block 70, ONEOTA.

-AND-

S1/2 of West Second Street, f/k/a Traverse Street, lying between the extended centerline of 46th Avenue West and the extended centerline of 45th Avenue West, Block 61, ONEOTA, EXCEPT that part lying between the extended centerline of 46th Avenue West and the extended Southeasterly line of Lot 16, Block 1, Oneota Industrial Park.

-AND-

Lot 15, Block 1, ONEOTA INDUSTRIAL PARK, EXCEPT that part described as follows, to-wit: Beginning at the most Northwesterly corner of Lot 15, Block 1,

distance of 131.86 feet; thence deflect 90 degrees 00 minutes 00 seconds to the left a distance of 1.38 feet; thence deflect 41 degrees 29 minutes 04 seconds to the left a distance of 198.97 feet to a point on the Northerly line of said Lot 15; thence Westerly, along said Northerly line, a distance of 150.44 feet to the point of beginning.

-AND-

S1/2 of West Second Street, f/k/a Traverse Street, lying between the extended centerline of 44th Avenue West and the extended west line of Lot 8, Block 62, ONEOTA.

-AND-

S1/2 of West Second Street, f/k/a Traverse Street, lying between the extended centerline of 45th Avenue West and the extended East line of Lot 7, Block 62, ONEOTA, EXCEPT S1/2 of West Second Street, f/k/a Traverse Street, lying between the extended West line of Lot 1, Block 62, and the extended East line of Lot 4, Block 62, ONEOTA,

“J&S Partnership Property”; and

WHEREAS, Glenn Pratt and Sally Pratt, are the owners of:

Unit 2, COMMON INTEREST COMMUNITY NO. 126, GRAND AVENUE RETAIL BUILDING, a Condominium,

“Pratt Property”; and

WHEREAS, Whole Foods Community Co-Op, is the owner of:

S1/2 of West Second Street, f/k/a Traverse Street, lying between the extended West line of Lot 1, Block 62 and the extended East line of Lot 4, Block 62, ONEOTA,

“Whole Foods Property”; and

WHEREAS, Grantors desire to grant and convey to City, to be dedicated for public utility purposes, perpetual and non-exclusive easements, in, under, over, upon and along the following described tracts or parcels of land lying and being in the County of St. Louis, State of Minnesota, to-wit:

Easement 1:

The Southeasterly 20.00 feet of Vacated Second Street (also known as Traverse Street) ONEOTA lying between the centerline of Vacated 45th Avenue West and a line parallel to and 45 feet southwesterly of the centerline of Vacated 44th Avenue West;

Easement 2:

That part of Vacated Second Street (also known as Traverse Street), lying within the Plat of ONEOTA and also lying within part of the COMMON ELEMENT of COMMON INTEREST COMMUNITY NO. 126, GRAND AVENUE RETAIL BUILDING, a Condominium: Commencing at the most southerly corner of Lot 13, Block 69, ONEOTA; thence North 43°47'32" East along the southeast line of said Lot 13 for a distance of 25.00 feet to the northeast line of the southwest half of said Lot 13 aka the southwest line of CIC 126; thence South 46°14'04" East along the southeasterly extension of the northeast line of the southwest half of said Lot 13 for a distance of 10.00 feet to the point of beginning of the easement to be described; thence North 43°47'32" East for a distance of 30.00 feet; thence South 46°12'28" East for a distance of 20.00 feet; thence North 43°47'32" East for a distance of 158.23 feet; thence North 48°48'29" West for a distance of 30.03 feet to the northeasterly extension of the southeast line of said Block 69; thence North 43°47'32" East along the northeasterly extension of the southeast line of said Block 69 for a distance of 20.02 feet; thence South 48°48'29" East for a distance of 60.06 feet; thence North 43°47'32" East for a distance of 5.41 feet to the centerline of Vacated 45th Avenue West; thence South 46°14'04" East along the centerline of Vacated 45th Avenue West for a distance of 20.00 feet to the southeasterly line of said Vacated Second Street; thence South 43°47'32" West along southeasterly line of said Vacated Second Street for a distance of 205.02 feet; thence North 46°12'28" West for a distance of 40.00 feet to the centerline of said Vacated Second Street; thence South 43°47'32" West along the centerline of said Vacated Second Street for a distance of 10.00 feet to the southeasterly extension of the northeast line of the southwest half of said Lot 13; thence North 46°14'04" West along the southeasterly extension of the northeast line of the southwest half of said Lot 13 for a distance of 30.00 feet to the point of beginning; and

Easement 3:

That part of Lot 15, Block 1, ONEOTA INDUSTRIAL PARK described as follows: Commencing at the most westerly corner of said Lot 15; thence South 46°13'44" East along the southwest line of said Lot 15 for a distance of 131.86 feet to its intersection with the northwest line of a 16 foot wide easement as shown on said plat of ONEOTA INDUSTRIAL PARK; thence North 43°47'32" East along the northwest line of said 16 foot wide easement for a distance of 1.38 feet to the point of beginning of the easement to be described; thence North 02°17'12" East for a distance of 198.97 feet to a point on the northwest line of said Lot 15 which is 150.44 feet distant from the most westerly corner of said Lot 15; thence North 43°47'32" East along the northwest line of said Lot 15 for a distance of 45.27 feet; thence South

02°17'12" West for a distance of 198.97 feet to the northwest line of said 16 foot wide easement; thence South 43°47'32" West along the northwest line of said 16 foot wide easement for a distance of 45.27 feet to the point of beginning,

as more particularly shown on the attached Exhibits A, B and C, respectively.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the parties hereto, as follows:

1. Grantors hereby grant and convey to City, to be dedicated for public utility purposes, perpetual and non-exclusive easements, in, under, over, upon and along the following described tracts or parcels of land lying and being in the County of St. Louis, State of Minnesota, to-wit:

Easement 1:

The Southeasterly 20.00 feet of Vacated Second Street (also known as Traverse Street) ONEOTA lying between the centerline of Vacated 45th Avenue West and a line parallel to and 45 feet southwesterly of the centerline of Vacated 44th Avenue West;

Easement 2:

That part of Vacated Second Street (also known as Traverse Street), lying within the Plat of ONEOTA and also lying within part of the COMMON ELEMENT of COMMON INTEREST COMMUNITY NO. 126, GRAND AVENUE RETAIL BUILDING, a Condominium: Commencing at the most southerly corner of Lot 13, Block 69, ONEOTA; thence North 43°47'32" East along the southeast line of said Lot 13 for a distance of 25.00 feet to the northeast line of the southwest half of said Lot 13 aka the southwest line of CIC 126; thence South 46°14'04" East along the southeasterly extension of the northeast line of the southwest half of said Lot 13 for a distance of 10.00 feet to the point of beginning of the easement to be described; thence North 43°47'32" East for a distance of 30.00 feet; thence South 46°12'28" East for a distance of 20.00 feet; thence North 43°47'32" East for a distance of 158.23 feet; thence North 48°48'29" West for a distance of 30.03 feet to the northeasterly extension of the southeast line of said Block 69; thence North 43°47'32" East along the northeasterly extension of the southeast line of said Block 69 for a distance of 20.02 feet; thence South 48°48'29" East for a distance of 60.06 feet; thence North 43°47'32" East for a distance of 5.41 feet to the centerline of Vacated 45th Avenue West; thence South 46°14'04" East along the centerline of Vacated 45th Avenue West for a distance of 20.00 feet to the southeasterly line of said Vacated Second Street; thence South 43°47'32" West along southeasterly line of said Vacated Second Street for a distance of 205.02 feet; thence North 46°12'28" West for a distance of 40.00 feet to the centerline of said Vacated Second Street; thence South 43°47'32" West along the centerline of said Vacated Second Street for a distance of

10.00 feet to the southeasterly extension of the northeast line of the southwest half of said Lot 13; thence North 46°14'04" West along the southeasterly extension of the northeast line of the southwest half of said Lot 13 for a distance of 30.00 feet to the point of beginning; and

Easement 3:

That part of Lot 15, Block 1, ONEOTA INDUSTRIAL PARK described as follows: Commencing at the most westerly corner of said Lot 15; thence South 46°13'44" East along the southwest line of said Lot 15 for a distance of 131.86 feet to its intersection with the northwest line of a 16 foot wide easement as shown on said plat of ONEOTA INDUSTRIAL PARK; thence North 43°47'32" East along the northwest line of said 16 foot wide easement for a distance of 1.38 feet to the point of beginning of the easement to be described; thence North 02°17'12" East for a distance of 198.97 feet to a point on the northwest line of said Lot 15 which is 150.44 feet distant from the most westerly corner of said Lot 15; thence North 43°47'32" East along the northwest line of said Lot 15 for a distance of 45.27 feet; thence South 02°17'12" West for a distance of 198.97 feet to the northwest line of said 16 foot wide easement; thence South 43°47'32" West along the northwest line of said 16 foot wide easement for a distance of 45.27 feet to the point of beginning,

as more fully set forth on the attached Exhibits A, B and C, respectively, "Easement Property", for the purposes of constructing, installing, operating, reconstructing, replacing, maintaining and repairing utilities and related fixtures, equipment and property.

2. Any entry by City to the Easement Property for repairs, inspection or installation shall be at City's full expense, and damage to Grantors' property, or any portion thereof, shall thereafter be restored to the condition it was in prior to such entry at City's sole expense.

3. This Agreement and the easements granted herein shall be deemed to be covenants running with the land and shall be binding upon Grantors, their successors and/or assigns, and inure to the benefit of City.

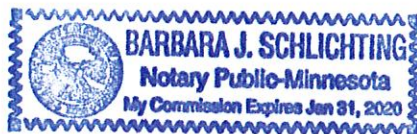
IN WITNESS WHEREOF, the foregoing has been executed as of the day and year first
above written.

J&S PARTNERSHIP, LLP

By: *Fred Strom*
FRED STROM, its PARTNER

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

On this 3rd day of June, 2015, before me a notary public within and for said
County, personally appeared Fred Strom, the Partner of J&S
Partnership, LLP, a Minnesota limited liability partnership, to me being personally known, who
being by me duly sworn did say that the foregoing instrument was signed on behalf of said limited
liability partnership.



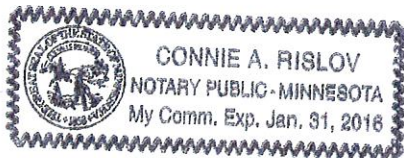
Barbara Schlichting
Notary Public

Glen Pratt
GLEN PRATT

Sally Pratt
SALLY PRATT

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

On this 7th day of July, 2015, before me a notary public within and for said County, personally appeared Glen Pratt and Sally Pratt, husband and wife, Grantors.



Connie A. Rislov
Notary Public

- See Next Page -

WHOLE FOODS COMMUNITY CO-OP

By: _____
_____, Its _____

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

On this _____ day of _____, 2015, before me a notary public within and for said County, personally appeared _____, the _____ of Whole Foods Community Co-Op, a Minnesota cooperative, to me being personally known, who being by me duly sworn did say that the foregoing instrument was signed on behalf of said cooperative.

Notary Public

- See Previous Page -

GLENN PRATT

SALLY PRATT

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

On this _____ day of _____, 2015, before me a notary public within and for said County, personally appeared Glenn Pratt and Sally Pratt, husband and wife, Grantors.

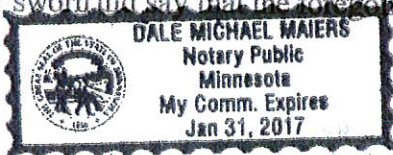
Notary Public

WHOLE FOODS COMMUNITY CO-OP

By: Sharon L. Murphy
SHARON L. MURPHY, Its GENERAL MANAGER

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

On this 24 day of June, 2015, before me a notary public within and for said County, personally appeared SHARON L. MURPHY, the GENERAL MANAGER of Whole Foods Community Co-Op, a Minnesota cooperative, to me being personally known, who being by me duly sworn did say that the foregoing instrument was signed on behalf of said cooperative.



Dale Maers
Notary Public

CITY OF DULUTH

By:

Don Ness, Its Mayor

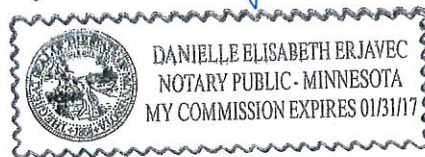
B:

Jeffrey J. Cox, Its City Clerk

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

On this 11th day of August, 2015, before me a notary public within and for said County, personally appeared Don Ness and Jeffrey J. Cox, the Mayor and City Clerk, respectively, of the City of Duluth, a municipal corporation under the laws of the State of Minnesota, to me being personally known, who being by me duly sworn did say that the foregoing instrument was signed on behalf of said municipal corporation.

Danielle Erjavec
Notary Public



THIS INSTRUMENT WAS DRAFTED BY:

William M. Burns
HANFT FRIDE,
A Professional Association
1000 U.S. Bank Place
130 West Superior Street
Duluth, MN 55802-2094
Tel. (218) 722-4766

CONSENT

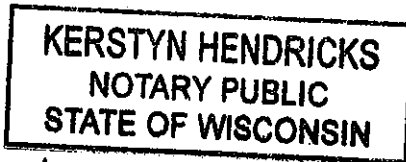
National Bank of Commerce, as Mortgagee of Pratt Property as evidenced by Real Estate Mortgage dated February 17, 2011, and filed in the office of the St. Louis County Recorder as Document No. 01159083 and in the office of the St. Louis County Registrar of Titles as Document No. 898895, does hereby consent to the terms and conditions of this Easement Agreement.

NATIONAL BANK OF COMMERCE

By [Signature]
Its: SVP Commercial Banking

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

On this 20 day of July, 2015, before me, a Notary Public within and for said County and State, personally appeared Bradley Roden, who being by me first duly sworn, did say that he is the SVP Commercial Banking of National Bank of Commerce; that the foregoing instrument was executed by him on behalf of the corporation by authority of its Board of Directors, and he duly acknowledged that he executed the same on behalf of said corporation as its and his free act and deed.




Exp. 8/23/15

[Signature]
Notary Public

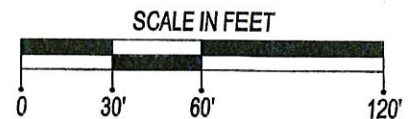
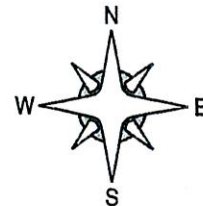
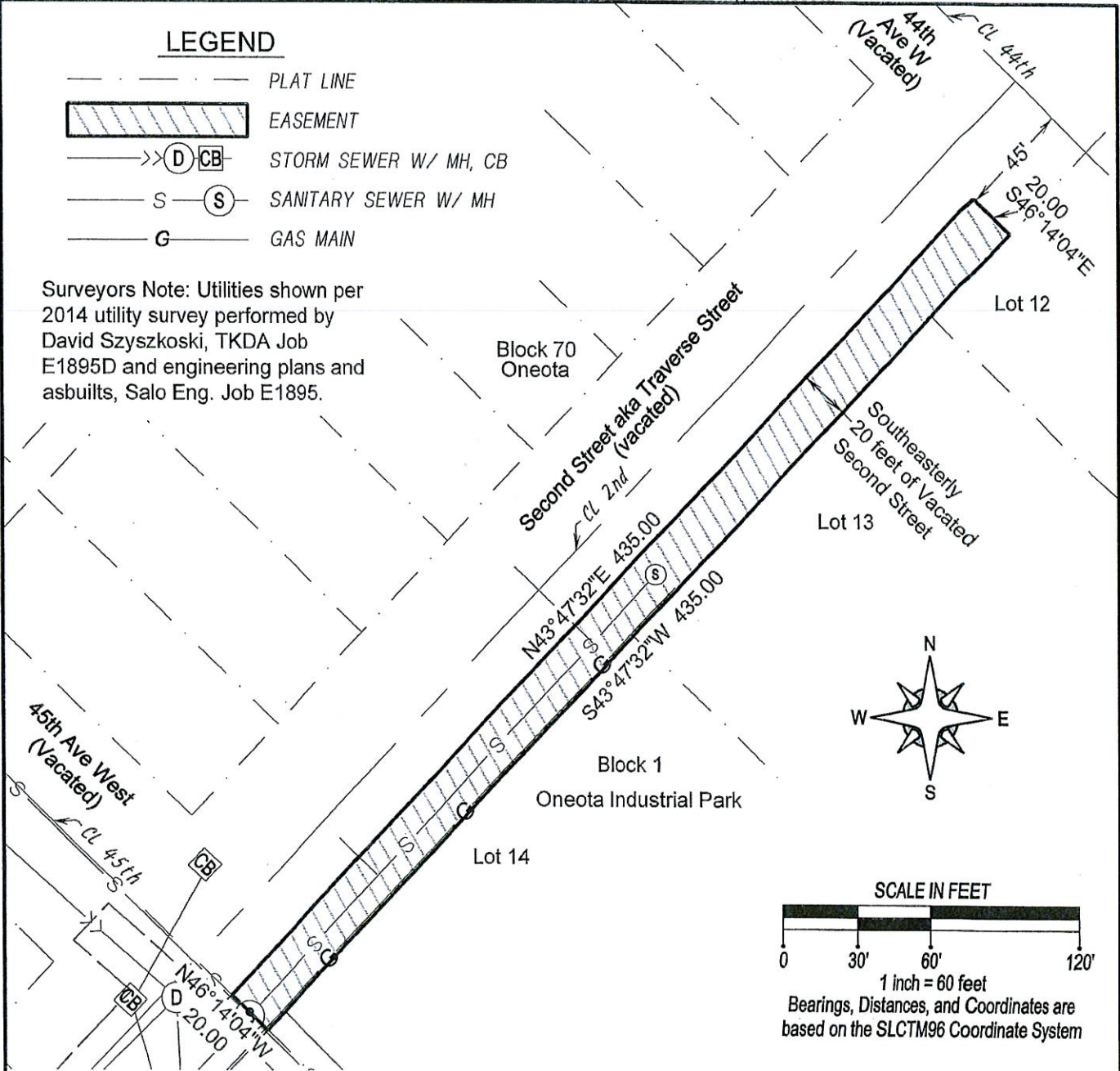
Easement 1 Exhibit A

in the NE¼ of Section 7, T49N, R14W, St. Louis County, Minnesota

LEGEND

- PLAT LINE
-  EASEMENT
- >> (D) (CB) — STORM SEWER W/ MH, CB
- S — (S) — SANITARY SEWER W/ MH
- G — GAS MAIN

Surveyors Note: Utilities shown per 2014 utility survey performed by David Szyszkoski, TKDA Job E1895D and engineering plans and asbuilts, Salo Eng. Job E1895.



Bearings, Distances, and Coordinates are based on the SLCTM96 Coordinate System

Legal Description, Easement 1:

The Southeasterly 20.00 feet of Vacated Second Street (also known as Traverse Street) ONEOTA lying between the centerline of Vacated 45th Avenue West and a line parallel to and 45 feet southwest of the centerline of Vacated 44th Avenue West.

Approved by the City Engineer of Duluth, MN

Date: 9/18/15 by: [Signature]



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

DAVID SZYSZKOSKI
MINNESOTA LICENSE NO. 47046

Date: 3/25/2015



4560 Norway Pines Place
Duluth, MN 55811
218-727-8796
tkda.com

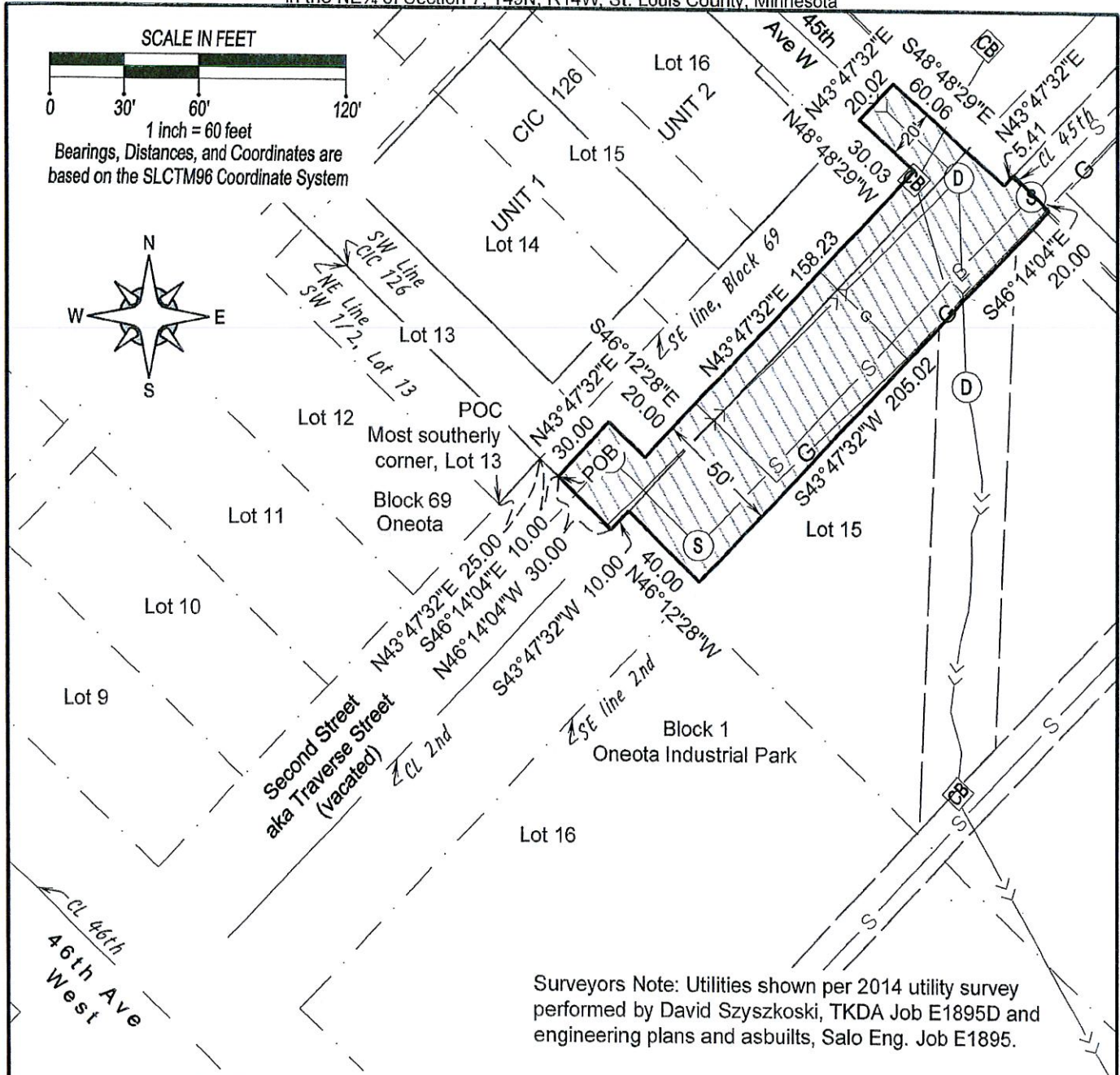
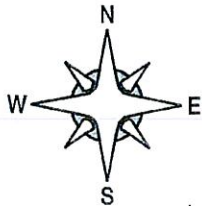
Job Number: 15723.003 / E1895E

Easement 1 Exhibit
in Oneota Industrial Park
For : Hanft Fride
c/o Terri Crossmon

Easement 2 Exhibit B Page 1 of 2

in the NE¼ of Section 7, T49N, R14W, St. Louis County, Minnesota

SCALE IN FEET
0 30' 60' 120'
1 inch = 60 feet
Bearings, Distances, and Coordinates are based on the SLCTM96 Coordinate System



Surveyors Note: Utilities shown per 2014 utility survey performed by David Szyszkoski, TKDA Job E1895D and engineering plans and asbuilts, Salo Eng. Job E1895.

LEGEND

- PLAT LINE
- EASEMENT
- >>(D)(CB)— STORM SEWER W/ MH, CB
- S—(S)— SANITARY SEWER W/ MH
- G— GAS MAIN

Approved by the City Engineer of Duluth, MN

Date: 9-18-15 by:



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Job Number: 15723.003 / E1895E

Easement 2 Exhibit
in Oneota Industrial Park
For: Hanft Fride
c/o Terri Crossmon

Easement 2 Exhibit B Page 2 of 2
in the NE¼ of Section 7, T49N, R14W, St. Louis County, Minnesota

Legal Description, Easement 2:

That part of Vacated Second Street (also known as Traverse Street), lying within the Plat of ONEOTA and also lying within part of the COMMON ELEMENT of COMMON INTEREST COMMUNITY NO. 126, GRAND AVENUE RETAIL BUILDING, a Condominium:

Commencing at the most southerly corner of Lot 13, Block 69, ONEOTA; thence North 43°47'32" East along the southeast line of said Lot 13 for a distance of 25.00 feet to the northeast line of the southwest half of said Lot 13 aka the southwest line of CIC 126; thence South 46°14'04" East along the southeasterly extension of the northeast line of the southwest half of said Lot 13 for a distance of 10.00 feet to the point of beginning of the easement to be described; thence North 43°47'32" East for a distance of 30.00 feet; thence South 46°12'28" East for a distance of 20.00 feet; thence North 43°47'32" East for a distance of 158.23 feet; thence North 48°48'29" West for a distance of 30.03 feet to the northeasterly extension of the southeast line of said Block 69; thence North 43°47'32" East along the northeasterly extension of the southeast line of said Block 69 for a distance of 20.02 feet; thence South 48°48'29" East for a distance of 60.06 feet; thence North 43°47'32" East for a distance of 5.41 feet to the centerline of Vacated 45th Avenue West; thence South 46°14'04" East along the centerline of Vacated 45th Avenue West for a distance of 20.00 feet to the southeasterly line of said Vacated Second Street; thence South 43°47'32" West along southeasterly line of said Vacated Second Street for a distance of 205.02 feet; thence North 46°12'28" West for a distance of 40.00 feet to the centerline of said Vacated Second Street; thence South 43°47'32" West along the centerline of said Vacated Second Street for a distance of 10.00 feet to the southeasterly extension of the northeast line of the southwest half of said Lot 13; thence North 46°14'04" West along the southeasterly extension of the northeast line of the southwest half of said Lot 13 for a distance of 30.00 feet to the point of beginning.



Approved by the City Engineer of Duluth, MN

Date: 9-18-15 by: [Signature]

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA. [Signature]
DAVID SZYSZKOSKI
MINNESOTA LICENSE NO. 47046

Date: 3/25/2015



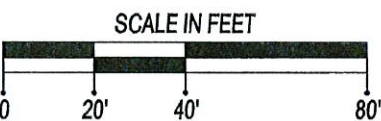
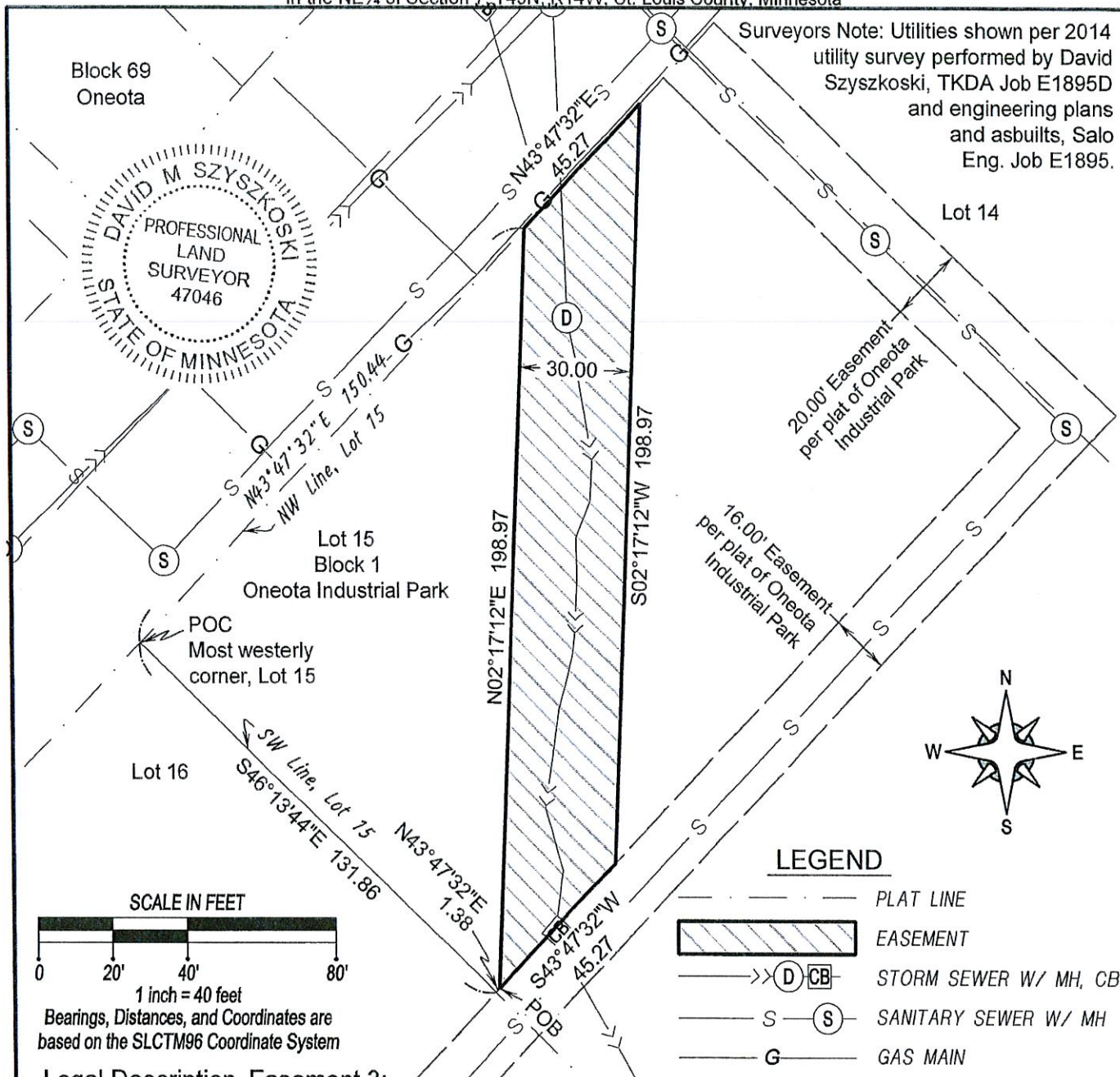
4560 Norway Pines Place
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218-727-8796
tkda.com

Job Number: 15723.003 / E1895E

Easement 2 Exhibit
in Oneota Industrial Park
For : Hanft Fride
c/o Terri Crossmon

Easement 3 Exhibit c

in the NE¼ of Section 7, T49N, R14W, St. Louis County, Minnesota



Bearings, Distances, and Coordinates are based on the SLCTM96 Coordinate System

Legal Description, Easement 3:

That part of Lot 15, Block 1, ONEOTA INDUSTRIAL PARK described as follows:

Commencing at the most westerly corner of said Lot 15; thence South 46°13'44" East along the southwest line of said Lot 15 for a distance of 131.86 feet to its intersection with the northwest line of a 16 foot wide easement as shown on said plat of ONEOTA INDUSTRIAL PARK; thence North 43°47'32" East along the northwest line of said 16 foot wide easement for a distance of 1.38 feet to the point of beginning of the easement to be described; thence North 02°17'12" East for a distance of 198.97 feet to a point on the northwest line of said Lot 15 which is 150.44 feet distant from the most westerly corner of said Lot 15; thence North 43°47'32" East along the northwest line of said Lot 15 for a distance of 45.27 feet; thence South 02°17'12" West for a distance of 198.97 feet to the northwest line of said 16 foot wide easement; thence South 43°47'32" West along the northwest line of said 16 foot wide easement for a distance of 45.27 feet to the point of beginning.

Approved by the City Engineer of Duluth, MN

Date: 9-18-15 by: [Signature]

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DAVID SZYSZKOSKI
MINNESOTA LICENSE NO. 47046

Date: 8/25/2015



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Duluth, MN 55811
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Job Number: 15723.003/E1895E

Easement 3 Exhibit
in Oneota Industrial Park
For : Hanft Fride
c/o Terri Crossmon