

EXHIBIT A

DONATION AGREEMENT BETWEEN CITY OF DULUTH AND CAPTAIN LAURENCE H. GRIMES, Jr., U.S. NAVY (RETIRED)

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (“Effective Date”), by and between the City of Duluth, a municipal corporation, (the “City”), and Captain Laurence H. Grimes, Jr., U.S. Navy (retired) (“Donor”).

WHEREAS, the USS Duluth (LPD 6), an Austin-class amphibious transport dock ship, served the U.S. Navy and the nation for 39 years before being decommissioned on September 28, 2005; and

WHEREAS, the USS Duluth’s primary mission was transporting ground forces with their equipment and vehicles to enemy shores and supporting combat operations in the Vietnam war, Operation Desert Storm, and Operation Iraqi Freedom; and

WHEREAS, the USS Duluth also supported Operation Unified Assistance delivering 210 tons of supplies to Sumatra and Sri Lanka after a tsunami devastated the area in December of 2004; and

WHEREAS, the Donor has built a scale model of the USS Duluth and wishes to donate the scale model of the USS Duluth and a display case to the City; and

WHEREAS, the City wishes to accept from Donor the donation of the scale model and display case.

NOW THEREFORE, the parties agree to the following terms:

I. Donation.

Donor agrees to permanently convey to the City, and the City agrees to accept and take title to, the scale model of the USS Duluth and its display case (“Donated Property”).

II. Price.

No money is due to Donor for the conveyance of the Donated Property.

III. Condition of and Title to Donated Property.

The Donor certifies that the Donated Property is free of encumbrances and does not infringe upon any copyrights. The City acknowledges that the Donor makes no warranty or representation of any kind with respect to the condition of the Donated Property, or the condition of any fixtures attached to the Donated Property.

IV. Display of Donated Property.

The City agrees to display the Donated Property in a public area. Initially, the City will enter into a loan agreement with St. Louis County Historical Society (Historical Society”) for the maintenance and display of the Donated Property at the St. Louis County Heritage & Arts Center

(the “Depot”). The Donated Property may be off display for a period of up to one month in the event of transportation of the Donated Property to a new location, rehabilitation or construction of the area in which the Donated Property is on display, or such other similar situation. If the Historical Society or the City chose to permanently remove the Donated Property from display or not to display the Donated Property for more than one month, the City will give Donor the right of first refusal to acquire the Donated Property at no cost. In the event the Donor is deceased, the City shall use its best efforts to locate Donor’s heirs or estate to provide the right of first refusal to acquire the Donated Property at no cost.

V. Notices.

Communication and details concerning this Agreement must be direct to the following Agreement representatives:

City: City of Duluth
Chief Administrative Officer
411 W. 1st Street, Room 402
Duluth, MN 55802

Captain Laurence H. Grimes, Jr
U.S. Navy (Retired)
2301 Clubhouse Avenue
Huntsville, AL 35802
larryhgrimes@outlook.com
256.652.2032

VI. Amendment or Modification.

Nothing in this Agreement shall be deemed to prevent the Donor or the City from modifying this Agreement, provided that any modifications of this Agreement shall be in writing, dated, and legally executed by the parties.

VII. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota.

VIII. Waiver. Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

IX. Severability. In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

X. Entire Agreement. It is understood and agreed that the entire agreement of this 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.

CITY OF DULUTH

**Captain Laurence H. Grimes, Jr.
U.S. Navy (Retired)**

By _____
Mayor

By _____

Attest:

City Clerk
Date Attested: _____

Countersigned:

City Auditor

As to form:

City Attorney