

**1997 NORTHERN LEAGUE PENNANT  
GIFT AGREEMENT**

THIS 1997 NORTHERN LEAGUE PENNANT GIFT AGREEMENT is made as of the 10 day of December, 2017 between and amongst **William J. Wadley** ("Jim Wadley") and the **City of Duluth**, a Minnesota municipal corporation and political subdivision.

WHEREAS, the Duluth-Superior Dukes won the 1997 Northern League Championship; and

WHEREAS, the Duluth-Superior Dukes' team owner Jim Wadley received the 1997 Northern League Pennant in a presentation from the Northern League President Miles Wolff on the field of the Wade Municipal Stadium in Duluth, Minnesota; and

WHEREAS, Jim Wadley would like to donate the 1997 Northern League Pennant to the City of Duluth for display at the Wade Municipal Stadium; and

WHEREAS, Jim Wadley would like the 1997 Northern League Pennant to remain in the City of Duluth regardless of the tenant of the Wade Municipal Stadium or whether the Wade Municipal Stadium were to cease operating as the primary venue for baseball in Duluth; and

WHEREAS, the City of Duluth wishes to accept the 1997 Northern League Pennant as a donation from Jim Wadley.

NOW, THEREFORE, Jim Wadley and the City of Duluth wish to enter into this Agreement with regard to the 1997 Northern League Pennant and hereby agree as follows:

1. Jim Wadley permanently conveys to the City of Duluth, and the City of Duluth accepts and takes title to, the 1997 Northern League Pennant. No money is due to Jim Wadley for the conveyance of the 1997 Northern League Pennant and Jim Wadley represents that the 1997 Northern League Pennant is free of encumbrances.

2. For so long as is reasonably possible, the City of Duluth agrees to display the 1997 Northern League Pennant in a prominent, safe and secure location at Wade Municipal Stadium.

3. Should the City of Duluth determine that it is not reasonably possible to display the 1997 Northern League Pennant in a prominent, safe and secure location at Wade Municipal Stadium, the City of Duluth shall use reasonable efforts to arrange for the 1997 Northern League Pennant to be displayed in a safe and secure location at the primary venue for baseball in Duluth.

4. Should the City of Duluth determine that it is not reasonably possible to display the 1997 Northern League Pennant in a safe and secure location at the primary venue for baseball in Duluth, the City of Duluth shall make reasonable efforts to enter into a loan agreement with St. Louis County Historical Society (the "Historical Society") for the display of the 1997 Northern League Pennant at a location designated in the loan agreement.

5. Should the City of Duluth determine that the 1997 Northern League Pennant cannot reasonably be displayed at any of the locations designated in paragraphs 2-4 above, the City of Duluth shall have discretion to make other arrangements for the 1997 Northern League Pennant free and clear of any claims of default by Jim Wadley or his heirs. Notwithstanding the above, the City of Duluth agrees to use reasonable efforts to meet Jim Wadley's wishes that the 1997 Northern League Pennant be preserved and available for display.

6. Nothing in this agreement shall be deemed to prevent Jim Wadley or the City of Duluth from modifying this agreement, provided that any modifications of this agreement shall be in writing, dated, and legally executed by the parties.

7. This agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota. Any waiver by either party of any provision of this agreement shall not imply a subsequent waiver of that or any other provision. 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. 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.

IN WITNESS WHEREOF, the parties hereto have executed this 1997 Northern League Pennant Gift Agreement as of the date above.

  
\_\_\_\_\_  
William J. Wadley

**CITY OF DULUTH**

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk  
Date Attested: \_\_\_\_\_

Countersigned:

\_\_\_\_\_

City Auditor

As to form:

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City Attorney

THIS DOCUMENT WAS DRAFTED BY:

Christopher S. Davis, Jr. Maki

& Overom, Ltd.

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