

## **EXHIBIT A**

### **QUIT CLAIM DEED**

eCRV Number: N/A

Deed Tax Due: \$1.65

Date: \_\_\_\_\_, 2022

FOR VALUABLE CONSIDERATION, the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota, “Grantor,” hereby conveys and quitclaims 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”):

Lots 4-16, Block 2, Clinton Place Addition to Duluth  
Lots 11-16, Block 3, Clinton Place Addition to Duluth  
Lots 5-16, Block 5, Clinton Place Addition to Duluth

together with all hereditaments and appurtenances belonging thereto, and subject to the following:

(1) an easement for trail right-of-way purposes as described in the Ordinance of the City of Duluth recorded in the office of the St. Louis County, Minnesota Recorder on June 29, 2016 as Document No. 1287776.

(2) all other existing easements, restrictions and reservations of record; and

(3) the Property and all improvements, if any, is being conveyed as-is and where-is.

As used in the paragraphs below,

- “Claims” means any and all present, past, or future liabilities, suits, claims, cross claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);
- “Environmental Law” means all federal, state and local laws, statutes, ordinances, regulations, standards, rules, policies, common law rule and other-binding and non-binding governmental requirements in effect on the date hereof or adopted or modified after the date of this agreement, and any judicial or administrative interpretation thereof having the force and effect of law, including, without limitation, any applicable judicial or administrative order, consent decree, judgment, order or requirement conferring rights or imposing duties at common law (including without limitation the common law respecting nuisance and tortious liability) relating in any way to the environment, natural resources, plants and animals, and human health and safety, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq.; Minn. Stat. § 115B.01, et seq. (2014); the Federal Water Pollution Control Act, 33 U.S.C. §1201, et seq.; the Clean Water Act, 33 U.S.C. §1321, et seq.; the Clean Air Act, 42 U.S.C. §7401, et seq.; the Toxic Substances Control Act, 33 U.S.C. §1251, et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136, et seq.; the Atomic Energy Act, 42 U.S.C. §2011, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101, et seq.; the Endangered Species Act, 7 U.S.C. §136; 16 U.S.C. §460 et seq.; and any similar or comparable state or local law; and

- “Hazardous substance” means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, element, compound, chemical mixture, substance or material listed or identified in or regulated by any Environmental Law.

Grantee, for itself and its successors and assigns, agrees that Grantee has had the opportunity to inspect the Property and is not relying on any representations or warranties, express or implied, of any kind whatsoever from Grantor as to any matters concerning the Property, including, but not limited to, the physical condition of the Property and any defects thereof, zoning status, tax consequences of this transaction, utilities, operating history or projections, valuation, governmental approvals, the presence of any Hazardous Substances in, on, under, or in proximity to the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks, transformers, and asbestos or lead containing structures or materials in, on or under the Property, the condition of title to the Property and the leases, easements, permits, orders, licenses, or other agreements, affecting the Property. Grantee acknowledges that Hazardous Substances may be on, at, under, or emanating from and in proximity to the Property which may or may not be in violation of Environmental Laws and that Grantee's investigation may not have disclosed all such Hazardous Substances or violations or the extent thereof. AS SUCH, GRANTEE ACCEPTS AND IS AWARE THAT GRANTEE IS ACQUIRING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO, ASSOCIATED WITH, OR ARISING FROM THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATIONS OR

WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY.

Grantee, in full acknowledgement and aware of such risks shall defend (with counsel acceptable to Grantor), indemnify, hold harmless and hereby waives, releases and discharges forever Grantor (and its officers, directors, employees, agents and contractors, successors and assigns) from any and all Claims and any and all damages, losses, injury, liability, claims or costs, including fines, penalties and judgments, and attorneys' fees and court costs (collectively, "Damages") whether known or unknown, arising from ,or in any way related to the condition of the Property, any patent or latent defects or alleged or actual presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Property. Grantee's release and indemnity to Grantor includes any and all such Claims and Damages whether based in contract, tort, strict liability or Grantor's past, present, sole, concurrent, or contributory negligence as operator, owner, lessor, or landlord. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) losses for injury or death of any person, (c) and losses arising under any Environmental Law enacted in the future, and (d) losses for property damage including diminution in value thereof. This indemnity specifically includes the obligation of Grantee to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any Hazardous Substances on the Property.

Grantee agrees not to sue or to assert any claim or cause of action against Grantor arising out of the release of a Hazardous Substance or a pollutant or contaminant occurring on or in the

Property pursuant to any right of contribution or indemnification provided by any state or federal statutory or common law including, but not limited to Environmental Laws and any other federal, state, local governmental statute, regulation or ordinance, the subject of which is the protection of human health, safety, natural resources, or the environment now in existence or hereafter enacted.

If Grantee causes or allows the Property to become contaminated in any manner by a Hazardous Substance or a pollutant or contaminant, Grantee will defend (with counsel acceptable to Grantor), indemnify and hold harmless Grantor. If Grantee causes or permits the release or threatened release of any Hazardous Substance or pollutant or contaminant on or in the Property, Grantee shall promptly, at no expense to Grantor, take any and all actions necessary to return the Property to a condition that is in accordance with all applicable federal, state, and local laws and regulations.

These covenants shall run with the land and be binding upon Grantee, its assigns and other successors in title or interest of Grantee.

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

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

The total consideration for this conveyance is less than \$3,000.00.

*[Remainder of this page is intentionally left blank.]*

CITY OF DULUTH:

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

By: \_\_\_\_\_  
City Clerk

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

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Emily Larson, Mayor of the City of Duluth, a municipal corporation organized and existing under the laws of the State of Minnesota.

\_\_\_\_\_  
Notary Public

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

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Ian B. Johnson, City Clerk of the City of Duluth, a municipal corporation organized and existing under the laws of the State of Minnesota.

\_\_\_\_\_  
Notary Public

This Instrument was drafted by:  
City of Duluth  
Office of the City Attorney  
411 W. First Street, Room 410  
Duluth, Minnesota 55802

Tax Statements should be sent to:  
DEDA

\_\_\_\_\_  
\_\_\_\_\_