

Exhibit A

**DEVELOPMENT AGREEMENT**

**between**

**CITY OF DULUTH**

**and**

**DULUTH GOSPEL TABERNACLE**

**Dated as of April \_\_\_\_\_, 2019**

## **DEVELOPMENT AGREEMENT**

THIS AGREEMENT, effective as of the date of attestation hereof by the City Clerk, by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota ("City"), and Duluth Gospel Tabernacle, a non-profit corporation created and existing under the laws of the State of Minnesota ("Owner").

### **RECITALS**

WHEREAS, Owner proposed, through various agreements with all necessary parties, to develop a 39.2-acre parcel of land (the hereinafter described Property) located west of Arlington Avenue with frontage on Arrowhead Road, Duluth, Minnesota; and

WHEREAS, Owner desires to conduct site development activities and develop the Property for commercial, institutional and other development, off street parking, trails, and certain other site improvements; and

WHEREAS, in furtherance of the Project, Owner applied to City for approval of a preliminary plat and a final plat to divide the Property into separate lots, identified as Lot 1, Lot 2, Lot 3, Lot 4, Block 1, and Outlot A on the survey and final plat labeled HARBOR LIGHT (the "2017 Plat"); and

WHEREAS, on October 10, 2017, the City Planning Commission considered the Harbor Light application as part of Planning Case File No. PL17-107 ("PL17-107") and approved the plat subject to certain conditions, one of which required Owner to enter into a Development Agreement with City; and

WHEREAS, on March 13, 2018, at the request of the Owner, said Commission reviewed and approved the Final Plat of Harbor Light (the "Plat"), a copy of which is attached hereto as Exhibit B, pursuant to the application therefore in response to Planning Case File No. PL 18-019; and

WHEREAS, Owner has agreed to dedicate to the public for public use the public rights-of-way, drainage and utility easements, and the pedestrian easements shown on the Plat and other official exhibits of PL17-107 as modified by PL 18-019; and

WHEREAS, Owner has agreed to make certain improvements to the Property as a condition attached to the City's approval of the Plat; and

WHEREAS, Owner and City seek to clarify the arrangements for access from Lot 1, Lot 2, and Lot 3 of the Plat to Arrowhead Road, a County road under the jurisdiction of St. Louis County, Minnesota.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties covenant and agree for themselves and their successors and assigns as follows:

### **AGREEMENT**

1. **Definitions:** The following terms and phrases, as used in this Agreement shall have the meanings hereinafter ascribed to them:

A. **Application:** shall mean the original application and supporting documentation on file in the office of the Planning Commission as PL 17-107 as modified by the application and supporting documentation on file in the office of the Planning Commission as PL 18-019.

B. **Assess or Assessment Procedure:** shall mean the act or process of collecting all or a portion of the cost of certain public improvements, street improvements by collecting the same from the owners of benefitted properties as provided for in Chapter IX of the Duluth City Charter

C. **County:** shall mean St. Louis County, Minnesota.

D. **City Engineer:** shall mean the City of Duluth City Engineer or his or her designee.

E. **City Standards:** shall mean the standards for streets, sidewalks, trails, and utilities adopted by the City Engineer and on file in the office of the City Engineer.

F. **Director:** shall mean the City's Director of Planning and Construction Services or his or her designee

G. **East-West Easement:** shall mean a twenty-foot wide trail easement running from a point on the easterly line of Outlot A in the adjacent plat of CRYSTAL VILLAGE to a point on the cul-de-sac of Evergreen Circle, the exact location of which shall be subject to the approval of the Director.

H. **Full Access Intersection:** shall mean an intersection, which allows access across Arrowhead Road and access to both west-bound lanes and east-bound lanes of Arrowhead Road.

I. **North-South Easement:** shall mean a twenty-foot wide trail easement running from

a point on the cul-de-sac of Evergreen Circle to West Marble Street, the exact location of which shall be subject to the approval of the Director.

J. Paved Trail: shall mean a trail of at least eight feet in width conforming to the standards attached hereto as Exhibit C.

K. Planning Commission: shall mean the City of Duluth Planning Commission.

L. Plans: shall mean plans and specifications for the construction of any of the improvements contemplated by this Agreement prepared by a registered professional engineer and approved by the City Engineer; as an element of the approval of the Plans for any improvement, the Plans shall be accompanied by the Security as required by Section 12 below related to said improvement.

M. Plat: shall mean the final Plat of Harbor Light as approved by the City of Duluth Planning Commission on March 13, 2018, a copy of which is attached hereto as Exhibit B.

N. Property: shall mean that property lying within the boundaries of the Plat in St. Louis County, Minnesota legally described on Exhibit A attached hereto and made a part hereof.

O. Required Improvements: shall mean the improvements described in Section 8. below.

P. Road Improvements: shall mean the future installation of a full intersection traffic signalization system at the Full Access Intersection or the widening of Stanford Avenue to a City standard street width with a right-of-way of not less than Sixty-six (66') feet or both, the costs of which shall include as needed, property interest acquisition including acquisition for turn lane improvements, design, construction, financing costs and any other costs related to or incidental to such costs.

Q. Trail: shall mean a trail of at least eight feet in width conforming to the standards attached hereto as Exhibit C except that the bituminous paving shown on Exhibit C shall be deemed to be omitted from the standards for a Trail.

2. Street Names: Street Names as used in this Agreement shall refer to the streets as named and described in the Plat except as follows; street names as used in the Agreement not appearing on the Plat but appearing on the plat of KENSINGTON PLACE ADDITION TO DULUTH shall refer to the streets as named and described in that plat.

3. Recording of Plat:

Prior to the issuance of any permits needed to implement development of the Property in

the Plat as permitted under the Plat and prior to the commencement of any construction work of any kind, including but not limited to site work having the purpose of implementing the development of the Property, Owner shall have cause to be recorded with the St. Louis County Recorder the fully-executed Plat and shall have provided to the Planning Commission and the City Engineer copies of Plat along with evidence of such recording. City agrees that when requested to execute the Plat in the form approved by the Planning Commission, it shall expeditiously so execute it.

4. Street Vacations: Contemporaneously with the recording of the Plat, Owner shall cause to be recorded the City's resolution vacating those portions of Gadsden Avenue, Blodgett Avenue, Lowndes Avenue and Pringle Avenue lying within the geographic confines of the Plat as approved pursuant to City Council Resolution No. 17-0611.

5. Owner's Duty and Compliance. Development of the lots created as part of the subdivision must be in compliance with all applicable ordinances, rules, regulations and laws of the City and State of Minnesota. Owner shall be responsible for obtaining all relevant governmental approvals, including but not limited to access permits for driveways and connections to Arrowhead Road required by the County, permits required under the Minnesota Wetland Conservation Act, and building permits.

6. Financing.

A. Project Finance Owner assumes all risks and agrees to bear all costs and fees related to the construction and site work of the Project. Prior to the commencement of construction, Owner will furnish a commitment for financing of the Project, through its Developer, Lotus Realty Services, Inc., a Minnesota corporation and evidence of any equity required. The commitment will be in a form and substance reasonably satisfactory to the Director.

B. Tree Replacement Fund Deposit: Because the development of the Property will require the removal of a large number of trees of Special Tree Species as defined in Chapter 50 of the Duluth City Code, 1959, as amended, Owner agrees upon signing this Agreement that it will deposit Twenty-five Thousand Dollars (\$25,000) in the City's

dedicated tree accounts in accordance with the provisions of Section 50-25.9 B.2.G of said City Code to be used to meet the tree replacement requirements of said Section 50-25.9.

7. Easements. Owner agrees to dedicate to the public for public use the street, drainage and utility easements as shown on the Plat, and the East-West Easement and the North-South Easement to the City as generally shown on the Application. Owner warrants and represents to City that it has marketable fee title to the Property, free and clear of all mortgages, liens and other encumbrances and that it has the right to dedicate the easements shown on the Plat and the Application to the City, such right having been established to the satisfaction of the Director, in the exercise of his or her sole discretion that Owner has such rights. Dedication of Easements by Owner shall take place based on the following schedule:

- A. Owner agrees to cause the dedication of all street and drainage and utility easements as part of the Plat dedication;
- B. Owner agrees to cause the dedication of the North-South Easement as approved by the Director and substantially as depicted in the Application, at the time of application for a building permit for the principle structure on Lot 1.
- C. Owner agrees to cause the dedication of the East-West Easement as approved by the Director and substantially as depicted in the Application, at the time of application for a building permit for the principle structure on Lot 3.
- D. Owner agrees that it shall convey or cause to be conveyed to the City that portion of the Property identified as Outlot A on the Plat for storm water drainage purpose at no cost to City.

8. Required Improvements. Owner hereby agrees to complete the following improvements to the Property:

- A. Owner agrees to design and cause the construction of all streets including a right turn lane from Arrowhead Road onto Evergreen Circle and a right-turn-out-only turn lane from Stanford Avenue onto Arrowhead Road, sidewalks and utilities as shown on the Plat in accordance with the standards of the City Engineer and the Duluth Fire Marshal. No building permits for any improvements on the Property

shall be issued until the Plans for said streets and utilities have been approved by the City Engineer in writing.

- B. In conjunction with the design and construction of the streets and utilities referenced in Subparagraph A. above, Owner agrees to design and cause the construction of , in accordance with the standards of the City Engineer, Paved Trails along the south side of Mission Drive and the southeast side of Evergreen Circle, within the easements for said streets, the locations of which and the Plans for which meet the approval of the Director and the City Engineer in writing.
- C. Owner agrees that prior to the issuance of a Certificate of Occupancy for the principal structure on Lot 1 that the Owner will have designed and caused the construction of, in accordance with the standards of the City Engineer, a Trail within the North-South Easement and the Owner agrees to install signage identifying the Trail as being available for public use.
- D. Owner agrees that it will have designed and caused to be constructed a Trail within the East-West Easement prior to issuance of a Certificate of Occupancy by the City's Construction Services Division for the principle structure on Lot 3 of the Plat. Owner agrees to install signage identifying the Trail as being available for public use at time of Trail construction.
- E. Owner agrees, prior to issuance of a Certificate of Occupancy for the principle structure on Lot 3, to upgrade the North-South Trail to a Paved Trail. Provided, however, that with the approval of the Director therefore, Owner may dedicate a new easement for the North-South Trail and design and cause the construction of a new Paved Trail. In such event Owner shall install signage identifying the new North-South Trail as being available for public use
- F. Owner agrees to cause the construction of storm water system improvements on Outlot A in conformance with the City issued MS4 Statement of Compliance as provided for in Section 50-18.1 E. of the Duluth City Code, 1959, as amended. Said improvements shall be in conformance with the provisions of a Memorandum of

Understanding between the Owner and the City Engineer in substantially the form of the City Engineer's standard Memorandum of Understanding for such facilities.

- G. Owner agrees to preserve wetlands on the Property in accordance with the Application and will take appropriate measures during construction to ensure wetlands remain ecologically intact and without undue impact resulting from construction erosion. Nor shall Owner permit any site work on the Property which drains or otherwise negatively impact any wetland on the Property.
- H. In addition to the Required Improvements provided for in Subparagraphs A through G above, Owner acknowledges that the development of the Property is anticipated to require the design and construction of water, sanitary sewer and possibly natural gas utilities to serve the various developments anticipated to occur on the Property. Owner acknowledges and agrees that it will enter into one or more Memorandums of Understanding with the City Engineer substantially in the form of City Engineer's standard Memorandum of Understanding for such utilities prior to the issuance of any building permits for the construction of each such development.
- I. The City's Building Official shall not issue a Certificate of Occupancy under the Minnesota State Building Code for any improvement to the Property unless the requirements of this Agreement are met.

9. Arrowhead Road Access. Owner acknowledges that West Arrowhead Road is a County State Aid Highway with regard to which the County is the "road authority" under Minnesota law and as such, has exclusive authority to approve or disapprove access thereto and the nature and kind of control of any intersection controls controlling such access. Owner agrees as a covenant running with the Property that there shall be no more than two (2) points of vehicular access from the Property, between and including Robin Avenue and Stanford Avenue, to West Arrowhead Road. If the County's Road Engineer determined that a Full Access intersection from the Property to West Arrowhead Road is necessary, only one Full Access Intersection from the Property onto West Arrowhead Road shall be allowed; the other access shall allow only right-turn-in, right-turn-out access to the east-bound lanes of Arrowhead Road.



10. Road Improvements; Assessments.

A. Construction of Road Improvements:

Owner agrees in the event that the City and the County, in the exercise of their joint unfettered discretion, determine to implement or construct the Road Improvements or either element thereof, Owner shall grant any and all approvals that should be needed for such implementation or construction, including the granting of easements needed for such work at no cost to City or County, and further agrees that the costs thereof may be Assessed against the entirety of the Property as hereinafter set forth.

B. Benefits of and Payment for the Road Improvements

Owner agrees that the construction of the Road Improvements will constitute public improvements which confer special benefits accruing to the Property which equals or exceeds the cost thereof to be assessed against the Property as set forth in Subparagraph C below. It is hereby stipulated and agreed that the value of the benefits conferred upon the Property are equal to or exceed the amounts to be assessed against Property as set forth in said Subparagraph, without reference to any benefits conferred upon other benefitted properties.

C. Owner Agrees to Assessment

Because the Owner agrees that the value of the benefits to the Property arising out of the construction of Road Improvements or either of them equals or exceeds Owner's anticipated costs thereof, Owner agrees at any time to accept and to pay an Assessment levied against the Property by City to defray the cost to the City of the Road Improvements as set forth below. Said Assessment or Assessments shall run for a term of fifteen (15) years at the City's standardized rate for special assessments then in effect which rate is currently estimated to be Four (4%) percent per annum:

- i. Evergreen Signal Improvements—Development: If the traffic signalization occurs at the intersection of Evergreen Drive and Arrowhead Road and access is constructed from the north side of Arrowhead Road to said intersection in conjunction therewith, Owner agrees to accept an assessment against the Property equal to Seventy-five (75%) percent of the cost of designing and constructing said improvements. Said assessment shall be levied equally between Lots 1, 2 and 3.

- ii. Evergreen Signal Improvements—No Development: If the traffic signalization occurs at the intersection of Evergreen Drive and Arrowhead Road and no access is constructed from the north side of Arrowhead Road to said intersection in conjunction therewith, Owner agrees to accept an assessment against the Property equal to the entire the cost of designing and constructing said improvements. Said assessment shall be levied equally between Lots 1, 2 and 3.
- iii. Stanford Avenue North of Mission Drive—Widening: Only: If Stanford Avenue is widened from Mission Drive to Arrowhead Road as described in the definition of Road Improvements but no traffic signal is installed at the intersection of Stanford Avenue and Arrowhead Road, Owner agrees to accept an assessment against the Property equal to the Fifty (50%) Percent of the cost of designing and constructing said improvements. Said assessment shall be levied equally between Lots 2 and 3 as follows: 25% of the total cost to Lot 2, and 25% of the total cost to Lot 3.
- iv. Stanford Avenue South of Mission Drive: ÷If Stanford Avenue is widened south of Mission Drive as described in the definition of Road Improvements and the City determines to assess any portion of the costs of such improvements, any such assessment shall be assessed in accordance with the Assessment Procedure.
- v. Stanford Signal—Development: If traffic signalization occurs at the intersection of Stanford Avenue and Arrowhead Road and development has occurred on Lot 3 of the Property, Owner agrees to accept an assessment against the Property of Fifty (50%) Percent of the cost of designing and constructing said improvements, which shall also include the costs of any modifications to the intersection of Evergreen Drive and Arrowhead Road required by St. Louis County. Said assessment shall be levied equally between Lots 2 and 3 as follows: 25% of the total cost to Lot 2, and 25% of the total cost to Lot 3.
- vi. Stanford Signal—No Development: If traffic signalization occurs at the intersection of Stanford Avenue and Arrowhead Road and no development has occurred on Lot 3 of the Property, Owner agrees to accept an assessment against the Property of Twenty-five (25%) Percent of the cost of designing and

constructing said improvements which shall also include the costs of any modifications to the intersection of Evergreen Drive and Arrowhead Road required by St. Louis County. Said assessment shall be levied against Lot 2 only.

D. Waiver of Defenses

Owner, for itself and its successors and assigns, specifically waives, without limitation, all defenses of any kind whatsoever, including, but not limited to, procedural defenses to the Assessments to be levied pursuant to this Article and agrees that Owner and its successors and assigns, if any, shall be bound thereby.

11. Inspections. All Required Improvements shall be made in accordance with City construction design standards and specifications and shall be subject to the inspection by and approval of the City. Following reasonable notice, Owner hereby grants City, its agents, employees and contractors a license to enter the Property and perform all inspections deemed appropriate by the City in connection with this Agreement.

12. Security for Improvements. Owner shall provide financial security prior to issuance of building permits within the Plat to ensure that not less than Five Hundred (500) seedlings of a species or species approved by the Director are planted on the Property as hereinafter set forth. Said security shall be in the form of a cash escrow or an irrevocable Letter of Credit issued by a financial institution acceptable to the City and shall be in a form approved by the City Attorney. The security shall be in the amount of at least Two Thousand Five Hundred Dollars (\$2,500). The seedlings shall be planted on the periphery of improved portions of the Property at locations approved by the Director or, in the event that the Director determines that the number of seedlings committed to above exceeds the need for them on the periphery of the improved portions of the Property, at locations agreed to by the Director and the Owner. The planting of the seedlings shall include reasonable steps to secure their successful establishment on the Property. The City shall release the financial security upon confirmation by the Director that the required planting has been completed as required.

13. Owner's Default. In the event Owner fails to comply with or perform any terms, conditions, undertakings, or obligations under this Agreement, City may, in

addition to and not in lieu of any other remedies or rights available to it by law or equity:

- A. Institute an action to specifically enforce performance of any term of this Agreement. Owner acknowledges that the rights of City to performance of the obligations of Owner pursuant to this Agreement are special and unique, and that, in the event Owner violates, fails or refuses to perform any condition, agreement or provision herein, City may be without an adequate remedy at law.
- B. Draw down the Letter of Credit and, at its option, perform the work, provided the Developer is first given written notice of the default not less than 48 hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land.
- C. Refuse to issue building permits for construction on the Property.
- D. Refuse to issue Certificates of Occupancy to an improvement to the Property.

No remedy conferred in this Development Agreement is intended to be exclusive. The election of any one or more remedies shall not constitute a waiver of any other remedy. City may, but is not obligated to, exercise any of the remedies referred to in this paragraph.

14. Insurance.

A. Owner agrees to purchase and maintain or to be caused to be purchased and maintained, during the term of this Agreement, insurance in the form of Workers Compensation and Employers Liability, Commercial General Liability and Automobile Liability covering operations associated with the Required Improvements and the Project, and Property insurance covering real and personal property interests at or near the Property, with the following limits:

1.	Workers' Compensation	Statutory (MN)
2.	Employers' Liability	\$1,000,000
3.	Auto Liability (owned, hired and non-owned)	\$1,500,000
4.	Commercial General Liability (including Contractual Liability)	
	Each Occurrence	\$2,000,000
	Aggregate	\$4,000,000
	Property Insurance	To Replacement Value

B. Prior to commencement of construction, Owner agrees to deliver to the City a Certificate of Insurance, naming the City as an Additional Insured, as evidence that the above coverages are in full force and effect.

15. General Indemnity. Owner agrees that it shall defend, indemnify and hold harmless City and its officers, agents, servants and employees from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of City or Owner, by reason of death of or injury to person or persons or the loss of or damage to property arising out of Owner's performance of its obligations under this Agreement. On ten (10) days written notice from City, Owner will appear and defend all lawsuits against City relating to or arising from such injuries or damage.

16. Environmental Indemnity. Owner agrees that it shall defend, indemnify and hold harmless City and its officers, agents, servants and employees from and against any liability, loss, damage, fine, judgment, penalty, fee, cost, interest, or expense arising out of any condition existing on the Property prior to commencement of construction of the Required Improvements or the Project relating in any way to the environment, preservation or reclamation of natural resources, the presence, management, release or threatened release of any Hazardous Material (any and all explosive or radioactive substances or wastes and hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any environmental law) or to health and safety matters.

17. Owner Representations. Owner hereby represents to City, with full knowledge that City is relying on these representations, that Owner is a legally and validly organized and existing non-profit corporation under the laws of the State of Minnesota and that Owner is legally authorized to enter into this Agreement. Owner further represents that it is the owner of the Property in fee simple absolute, and it has full legal authority to enter into this Agreement and to legally bind the Property to the terms and conditions thereof and to bind any successors and

assigns of itself to all of the terms and conditions hereof.

18. Notices. Any notice, demand or other communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

In the case of the City:           City of Duluth  
  Attn: Director of Planning and Construction Services  
  100 City Hall  
  411 West First Street  
  Duluth, MN 55802

In the case of Owner:           Duluth Gospel Tabernacle  
  1515 W Superior St  
  Duluth, MN 55806  
  Attn: Trustee Chairman

With a copies to:

  Olson Law, PLLC  
  Attn: Karen J. Olson  
  2002 W Superior St  
  PO Box 16873  
  Duluth, MN 55816-0873

Hanft Fride, a Professional Association  
  Attn: William M. Burns  
  130 W. Superior street #1000  
  Duluth, MN 55802

19. Binding Effect. This Agreement shall be deemed to run with the land and shall inure to the benefit of the parties hereto and to their successors and assigns.

20. Term. The term of this Agreement shall commence upon the date of attestation by the City Clerk and shall continue until the City Director of Planning and Construction Services and City Engineer have certified in writing that the Required Improvements have been constructed in accordance with all design and construction Standards and Owner has dedicated the easements required under this Agreement. At Owner's request, City will issue a written certificate of completion in recordable form acknowledging that the Required Improvements have been completed. Any

obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

21. Assignment. Owner may not assign this Agreement without the written approval of the City.

22. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota and of the United States of America, and all questions concerning the meaning, intention or validity of the terms of this Agreement, as well as the performance of the parties hereto, shall be determined and resolved in accordance therewith. The Parties agree to submit to the exclusive jurisdiction of the State and Federal Courts sitting in St. Louis County, Minnesota, and waive any objections to such location based on jurisdiction, venue or inconvenient forum.

23. Construction of Agreement. Owner and City 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 any party by virtue of the authorship of any of the provisions of this Agreement.

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

25. Counterparts. This Agreement may be executed, acknowledged and delivered in

any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

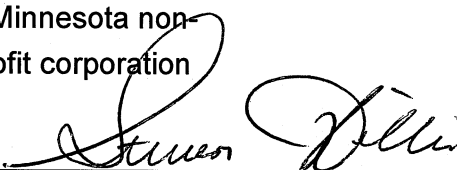
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first shown above.

CITY OF DULUTH, a Minnesota  
Municipal Corporation

By \_\_\_\_\_  
Emily Larson  
Its Mayor

DULUTH GOSPEL  
TABERNACLE

a Minnesota non-  
profit corporation

By  \_\_\_\_\_  
Steven Willis  
Its Chairman of the Trustee Board

Attest:

By \_\_\_\_\_  
Its City Clerk  
\_\_\_\_\_  
(date)

Countersigned:

\_\_\_\_\_  
Its Auditor

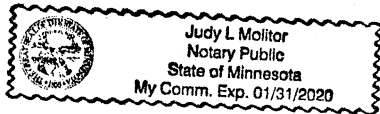
Approved:

\_\_\_\_\_  
Its Assistant City Attorney



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

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of April, 2019, by Steve Willis, the Chairman of the Trustee Board of Duluth Gospel Tabernacle, a Minnesota non-profit corporation, on behalf of the corporation.



Judy Molitor  
Notary Public

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Emily Larson and Chelsea Helmer, the Mayor and City Clerk of the City of Duluth, a Minnesota Municipal corporation, on behalf of the City.

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

DRAFTED BY:

Robert E. Asleson (#0003347)  
City of Duluth  
Office of the City Attorney  
411 W. First Street, Room 410  
Duluth, Minnesota 55802

EXHIBIT A  
**Legal Description of the Land**

**Lots 1, 2, 3 and 4, Block 1, and Outlot A, all in Harbor Light**

EXHIBIT B  
**Plat**



Office of the County Recorder  
St. Louis County, Minnesota  
Recorded on 12/13/2018  
at 2:05 PM

Document No. 01346499

Wendy Levitt  
County Recorder



By B Goodreau Deputy  
AFR 384952

Document: PLAT  
Grantor: PLAT OF  
Grantee: HARBOR LIGHT

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Recording Fee: \$56 00  
Well Certificate Fee: \$0 00

This page has been added by the St. Louis County Recorder/Registrar of Titles to add the recording information to the attached document.



Office of the Registrar of Titles  
St. Louis County, Minnesota  
Recorded on 12/13/2018  
At 12:07PM

Document No. 1005995.0

Affecting Certificate(s) of Title  
346862.0 346869.0 346870.0

Wendy Levitt  
Registrar of Titles

By R MacDonell Deputy  
TFR 318177

Document: PLAT  
Grantor: PLAT OF  
Grantee: HARBOR LIGHT

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Recording Fee: \$96.00  
Well Certificate Fee: \$0.00

This page has been added by the St. Louis County Recorder/Registrar of Titles to add the recording information to the attached document.

PCL XL Error

Subsystem:

Error:

Operator:

Position:

I/O

InputReadError

ReadImage

94



Office of the County Recorder  
St. Louis County, Minnesota  
Recorded on 12/13/2018  
at 2:05 PM

Document No. 01346499

Wendy Levitt  
County Recorder



By B Goodreau Deputy  
AFR 384952

Document: PLAT  
Grantor: PLAT OF  
Grantee: HARBOR LIGHT

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1346499

1005995

## **HARBOR LIGHT**

Instrument Date 11/6/2018

**Plat Code: 102047**

**Index to:** Lots 1-4, Block 1; OUTLOT A  
all in HARBOR LIGHT

Being a portion of Blocks 1-8,  
KENSINGTON PLACE ADDITION TO DULUTH  
Located in the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ ,  
Sec. 17, Township 50 N, Range 14 W

**Return to:** Duluth Gospel Tabernacle

**TFR / AFR: 318177 / 384952**

**Charge:** \$342.00 (T)  
\$ 56.00 (A)  
\$398.00 Total

**Filmed on 35 mm & filed in sleeves in Plats.**

PCL XL Error

Subsystem:

Error:

Operator:

Position:

I/O

InputReadError

ReadImage

496



Office of the County Recorder  
St. Louis County, Minnesota  
Recorded on 12/13/2018  
at 2:05 PM

Document No. 01346499

Wendy Levitt  
County Recorder



By B Goodreau Deputy  
AFR 384952

Document: PLAT  
Grantor: PLAT OF  
Grantee: HARBOR LIGHT

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Document No. 1005995.0

Affecting Certificate(s) of Title  
346862.0 346869.0 346870.0

Wendy Levitt  
Registrar of Titles

By R MacDonell Deputy  
TFR 318177

Document: PLAT  
Grantor: PLAT OF  
Grantee: HARBOR LIGHT

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Recording Fee: \$96.00  
Well Certificate Fee: \$0.00

This page has been added by the St. Louis County Recorder/Registrar of Titles to add the recording information to the attached document.

1346499

1005995

## **HARBOR LIGHT**

Instrument Date 11/6/2018

**Plat Code: 102047**

**Index to:** Lots 1-4, Block 1; OUTLOT A  
all in HARBOR LIGHT

Being a portion of Blocks 1-8,  
KENSINGTON PLACE ADDITION TO DULUTH  
Located in the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ ,  
Sec. 17, Township 50 N, Range 14 W

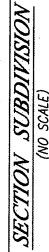
**Return to:** Duluth Gospel Tabernacle

**TFR / AFR: 318177 / 384952**

**Charge:** \$342.00 (T)  
\$ 56.00 (A)  
\$398.00 Total

**Filmed on 35 mm & filed in sleeves in Plats.**

*Being a portion of Blocks 1 through 8, KENSINGTON PLACE ADDITION TO DULUTH  
Located in the NW 1/4 of the NE 1/4, Section 17, Township 50 North, Range 14 West of the 4th Principal Meridian  
City of Duluth, St. Louis County, Minnesota*

[illegible]

$\mathcal{H}_1 = \{ \mathbf{h}_1, \mathbf{h}_2, \dots, \mathbf{h}_M \}$

Figure 1. The effect of the initial concentration of the monomer on the polymerization of  $\alpha$ -methylstyrene initiated by  $\text{BuLi}$  in THF at  $-78^\circ\text{C}$ . The concentration of the initiator was  $0.001\text{ mol/L}$ . The polymerization was terminated by the addition of methanol. The polymerization was carried out in a 100 mL three-necked round-bottomed flask equipped with a magnetic stirrer, thermometer, and nitrogen inlet. The monomer was added to the flask containing the initiator solution. The reaction mixture was stirred for 10 min. The polymerization was terminated by the addition of methanol. The polymer was isolated by precipitation into methanol. The polymer was dried under vacuum at  $40^\circ\text{C}$  for 24 h. The polymer was characterized by  $^1\text{H}$  NMR and IR. The polymerization was carried out in a 100 mL three-necked round-bottomed flask equipped with a magnetic stirrer, thermometer, and nitrogen inlet. The monomer was added to the flask containing the initiator solution. The reaction mixture was stirred for 10 min. The polymerization was terminated by the addition of methanol. The polymer was isolated by precipitation into methanol. The polymer was dried under vacuum at  $40^\circ\text{C}$  for 24 h. The polymer was characterized by  $^1\text{H}$  NMR and IR.





# ST. LOUIS COUNTY RECORDER

COUNTY RECORDER  
P.O. BOX 157 • Duluth, MN 55801-0157  
Telephone 218-726-2677

## ABSTRACT FILING REQUEST

AFR# 384952

Date this form was completed 12/12/2018 Client File \_\_\_\_\_

Name Duluth Gospel Tabernacle

Address 1515 W. Superior St.

Duluth, MN 55806

Phone ( 218 ) 722-1928

Amount enclosed \_\_\_\_\_ Check 15443 Cash \_\_\_\_\_ Deposit Acct. # \_\_\_\_\_

Return: Mail ☒ Pick-Up \_\_\_\_\_ Signature \_\_\_\_\_

Other: TFR 318177 split ✓ also

DEC 12 2018

DEC 12 2018

ORDER OF PRIORITY	DOCUMENTS - PRIORITIZE	OTHER SERVICES FOR THIS DOCUMENT	FILE IN TORRENS Y/N	SPACE BELOW FOR RECORDER'S USE ONLY				
				CW	CC	WC	DT & MT	RECORDING FEE
1	PL		Y				DT	56
							MT	
2							DT	
							MT	
3							DT	
							MT	
4							DT	
							MT	
5							DT	
							MT	
6							DT	
							MT	
7							DT	
							MT	

For recording fees make check payable to: St. Louis County Recorder

For deed, mortgage or real estate taxes make check payable to: St. Louis County Auditor

Altered checks are not accepted.

Check void 90 days after the date of issue **UNLESS** the check specifically states it has a larger void window.

Note: Documents presented with this request are not filed until they are fully processed in the office of the COUNTY RECORDER.

FOR RECORDER'S USE ONLY. DO NOT WRITE IN THIS BOX.

Status H Return Above Deposit Acct. # \_\_\_\_\_ Coded AE Logged pb

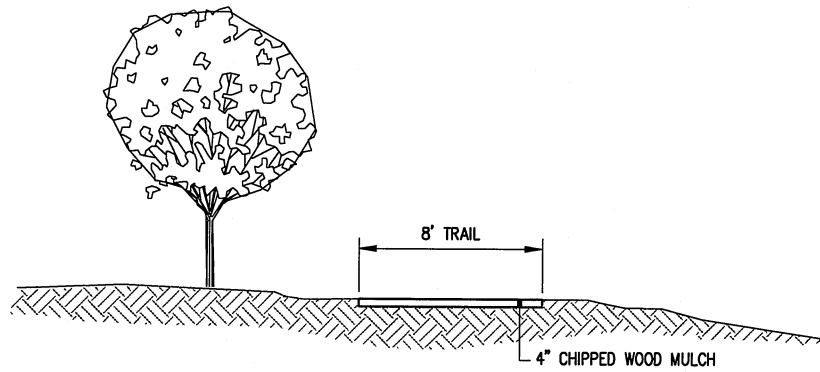
R.E. on \_\_\_\_\_; \$ \_\_\_\_\_

DOCUMENT# From 1346499 To \_\_\_\_\_

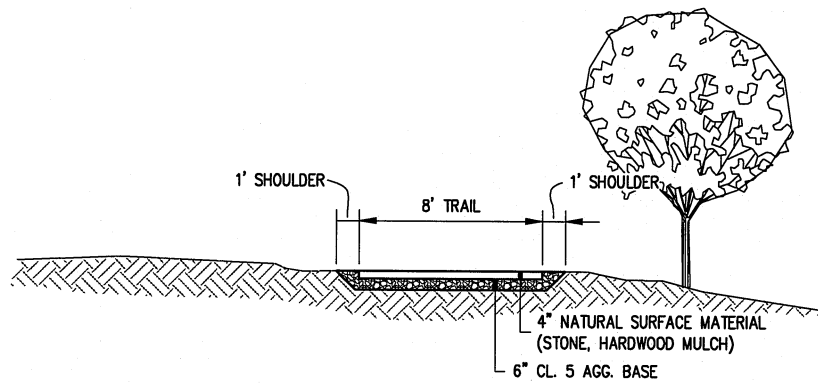
TORRENS ALSO



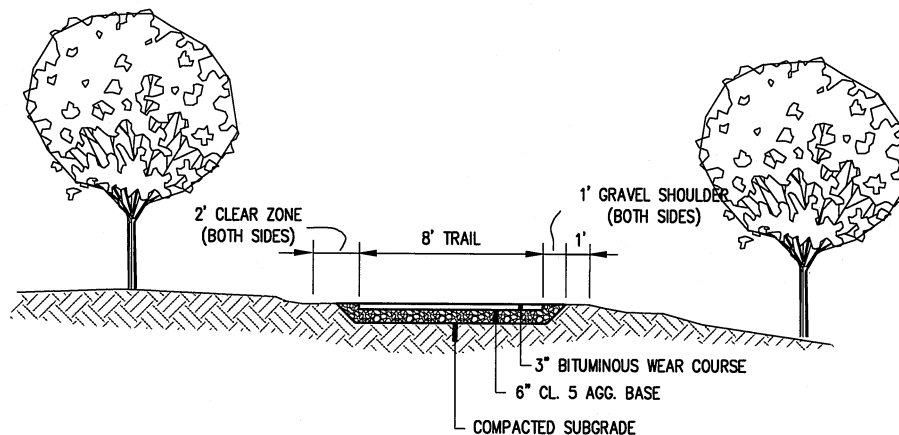
EXHIBIT C  
**Trail Section**



TEMPORARY SOFT SURFACE TRAIL SECTION



TRADITIONAL SOFT SURFACE TRAIL SECTION



TRADITIONAL PAVED TRAIL SECTION

HARBOR LIGHT DEVELOPMENT  
**TRAIL SECTIONS**  
**EXHIBIT C**