

EXHIBIT 3

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is made as of _____, 2021 (the “Effective Date”) by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (the “City”) and Joseph H. Kleiman and Rose A. Kleiman, a married couple (collectively, “Kleiman”).

RECITALS

A. The City intends to obtain title to vacant real property located in St. Louis County, Minnesota legally described on the attached Exhibit A (the “City Property”) from the Duluth Economic Development Authority (“DEDA”).

B. Kleiman is the owner, or intends to become the owner, of vacant real property in St. Louis County, Minnesota legally described on the attached Exhibit B (the “Kleiman Property”) and desires to sell it to the City in exchange for (i) a cash payment as set forth below, AND (ii) conveyance of the City Property to Kleiman.

C. The City wishes to convey the City Property to Kleiman on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, and other good and valuable consideration, the receipt, sufficiency and mutuality of which are acknowledged, the City and Kleiman agree as follows:

I. Purchase Price and Closing.

A. Subject to compliance with the terms and conditions of this Agreement, Kleiman shall sell to the City and the City shall purchase from Kleiman, the Kleiman Property. The consideration for the sale shall be: (i) payment of \$225,000.00, AND (ii) conveyance of the City Property to Kleiman.

B. The closing on the transaction (the “Closing”) shall occur on or before June 15, 2021 (the “Closing Date”) at the office of First American Title Insurance Company-Consolidated Title & Abstract Company (“Title”) in Duluth, Minnesota, or at such other place as the parties shall mutually agree upon. If the Closing has not occurred by the Closing Date: (i) this Agreement shall automatically terminate; (ii) upon request, each party shall promptly sign a cancellation of purchase agreement evidencing the cancellation of this Agreement; (iii) City shall provide Kleiman (at no expense to Kleiman) with electronic or paper copies of (a) any soil or environmental reports it has obtained regarding the Kleiman Property, and (b) the Kleiman Survey (if obtained by City); and (iv) except as expressly set forth in this Agreement, the parties shall have no further obligations to one another pursuant to this Agreement.

C. Kleiman shall deliver possession of the Kleiman Property to the City on the Closing Date, free and clear of all tenancies. The City shall assume the benefit and burden of the Kleiman Property as of the Closing Date.

D. The City shall deliver possession of the City Property to Kleiman on the Closing Date. Kleiman shall assume the benefit and burden of the City Property as of the Closing Date.

E. At or prior to the Closing, the City shall execute, as applicable, and deliver the following:

1. A deed conveying the City Property to Joseph H. Kleiman and Rose A. Kleiman, as joint tenants, in substantially the form of the Minnesota Uniform Conveyancing Blank Form 10.3.4 (the "City Deed"), as partial consideration for the purchase;
2. Payment of \$225,000.00, as partial consideration for the purchase;
3. A certified copy of all ordinances and/or resolutions approved in connection with or required under this Agreement;
4. Any documents reasonably required by Title;
5. A certificate (or statutory statement on the City Deed) signed by the City warranting that there are no "Wells" on the City Conveyance Property within the meaning of Minn. Stat. § 103I, or if there are "Wells", a Well Certificate in the form required by law;
6. All other documents required by this Agreement to effectuate the provisions of this Agreement.

F. At or prior to the Closing, Kleiman shall execute, as applicable, and deliver the following:

1. A deed conveying the Kleiman Property to the City, in substantially the form of the Minnesota Uniform Conveyancing Blank Form 10.3.1 (the "Kleiman Deed");
2. Any documents reasonably required by Title;
3. A certificate (or statutory statement on the Kleiman Deed) signed by Kleiman warranting that there are no "Wells" on the Kleiman Property within the meaning of Minn. Stat. § 103I, or if there are "Wells", a Well Certificate in the form required by law;
4. Proof of termination, in form acceptable to Title and the City, of any leases affecting the Kleiman Property.
5. All other documents required by this Agreement to effectuate the provisions of this Agreement.

II. Evidence of Title.

A. Within 10 days of the Effective Date, Kleiman shall deliver to the City copies of all surveys and drawings of the Kleiman Property, or any portion thereof, in their possession. Within 10 days of the Effective Date, Kleiman shall deliver to the City written permission, in form acceptable to the City, from JO-ED Partnership, a/k/a JO-ED Partners, a Minnesota partnership (“JO-ED”), allowing the City to enter onto those portions of the Kleiman Property currently owned by JO-ED to perform the survey and other due diligence activities permitted by this Agreement.

B. As soon as practicable after the Effective Date, Kleiman shall obtain from Title and deliver to the City, at Kleiman’s expense, a title insurance commitment for an ALTA Owner’s Policy of Title Insurance insuring title to the Kleiman Property in the amount of \$424,900, including affirmative coverage for any appurtenant easements (the “Kleiman Title Commitment”). As soon as practicable after receipt of the Kleiman Title Commitment, the City may order, at the City’s sole cost and discretion, an ALTA/ACSM survey of the Kleiman Property prepared by a registered land surveyor in form acceptable to City (the “Kleiman Survey”). The Kleiman Survey and the Kleiman Title Commitment are referred to collectively in this Agreement as the “Kleiman Title Evidence.”

C. In the event the Kleiman Title Evidence reflects that title to the Kleiman Property is not in a condition that is acceptable to the City, the City may object to the title defects by specifying its objections in writing to Kleiman within 20 days of receipt of the last of the Kleiman Title Evidence. At Kleiman’s election, Kleiman may fix any title defects, or may decline to fix any title defects by delivering written notice to the City within 14 days of receipt of the City’s title objections. If Kleiman agrees to fix the title defects, Kleiman shall fix the title defects and the parties shall proceed to the Closing subject to the terms and conditions of this Agreement. If Kleiman declines to fix the title defects or fails to do so prior to the Closing Date, the City may (i) terminate this Agreement by delivering written notice of termination to Kleiman; or (ii) waive its objections and proceed to the Closing. Notwithstanding the above, any mortgages, liens or money judgements against the Kleiman Property shall automatically be deemed unacceptable by the City without need for written objection, and shall be satisfied in full by Kleiman on or before the Closing.

D. As soon as practicable after the Effective Date, the City shall obtain from Title and deliver to Kleiman, at the City’s expense, a title insurance commitment for an ALTA Owner’s Policy of Title Insurance insuring title to the City Property in the amount of \$32,200, including affirmative coverage for any appurtenant easements (the “City Title Commitment”). As soon as practicable after receipt of the City Title Commitment, Kleiman may order, at Kleiman’s sole cost and discretion, an ALTA/ACSM survey of the City Property prepared by a registered land surveyor in form acceptable to Kleiman (the “City Survey”). The City Survey and the City Title Commitment are referred to collectively in this Agreement as the “City Title Evidence.”

F. In the event the City Title Evidence reflects that title to the City Property is not in a condition that is acceptable to Kleiman, Kleiman may object to the title defects by specifying their objections in writing to the City within 20 days of receipt of the last of the City Title Evidence. At the City’s election, the City may fix any title defects, or may decline to fix any title defects by

delivering written notice to Kleiman within 14 days of receipt of Kleiman's title objections. If the City agrees to fix the title defects, the City shall fix the title defects and the parties shall proceed to the Closing subject to the terms and conditions of this Agreement. If the City declines to fix the title defects or fails to do so prior to the Closing Date, Kleiman may (i) terminate this Agreement by delivering written notice of termination to the City; or (ii) waive their objections and proceed to the Closing.

G. Kleiman acknowledges that the City Property was transferred to the City "for highway purposes" in 1993 (prior to acquisition by DEDA) pursuant to the deed attached as Exhibit C (the "State Deed"), and the restriction may continue to encumber the City Property. Notwithstanding the right to object to title defects set forth in Section II.F. above, Kleiman shall accept title to the City Property subject to the restriction set forth in the State Deed. Prior to the Closing, the City shall request a letter from the State of Minnesota evidencing their lack of objection to the transfer of the City Property to Kleiman (which the City believes the State of Minnesota will provide), however, the City will have no further obligation to remove the encumbrance set forth in the State Deed.

III. Contingencies.

A. City's Contingencies. The Closing of the transaction contemplated by this Agreement and the obligation of the City to purchase the Kleiman Property and convey the City Property shall be subject to the following conditions:

1. Due Diligence Inspection. The City shall have determined, on or before the Closing Date, that it is satisfied, in its sole discretion, with the condition of the Kleiman Property. From and after the Effective Date, the City, and its agents, employees, contractors and invitees, may, following reasonable notice to and cooperation with Kleiman, enter upon the Kleiman Property in order to perform testing and inspections as the City may deem necessary including, without limitation, environmental testing and inspections, provided that neither the City nor its agents shall engage in any intrusive testing without the prior written consent of Kleiman, which consent shall not be unreasonably withheld, conditioned or delayed. The City and its agents, employees, contractors, and invitees shall, in performing the City's inspections, comply with any and all laws, ordinances, rules, regulations applicable to the Kleiman Property and will not engage in any activities which would violate any permit, license, or environmental law or regulation. The City's inspections will be conducted in accordance with the following procedures: (a) all persons performing any tests will be properly licensed and qualified and will have obtained all appropriate permits for performing such tests; (b) the City will advise Kleiman at least two (2) days in advance of the dates of all tests and inspections and will schedule all tests and inspections during normal business hours whenever feasible; (c) Kleiman will have the right to have a representative accompany the City and its agents, employees, contractors, and invitees while they are on the Kleiman Property; (d) the City will promptly pay when due the costs of all entry and inspections, tests and examinations done with regard to the Kleiman Property; (e) the City will, at its sole cost and expense, repair and restore the Kleiman Property to its original condition before any such entry upon the Kleiman Property and inspection, test or examination was undertaken. The City shall

keep the Kleiman Property free and clear of any mechanics', materialmen's or similar liens related to the City's right of inspection and its due diligence activities. To the extent permitted by law, the City shall indemnify, defend (with counsel reasonably satisfactory to Kleiman) and hold Kleiman and their successors and assigns harmless for, from and against any claims, damages, costs, liabilities, and losses ("Kleiman Claims") arising out of any entry on the Kleiman Property by the City or its agents, employees, contractors, and invitees or the City's inspections or tests of the Kleiman Property, whether or not the Closing occurs; provided, however, that the City's obligation to indemnify and hold harmless will not include Kleiman Claims to the extent that they are caused by Kleiman's gross negligence or intentionally wrongful conduct. The City will cause any person accessing the Kleiman Property on its behalf to be covered by not less than \$2,000,000 commercial general liability insurance (with, in the case of the City's coverage, a contractual liability endorsement, insuring its indemnity obligation under this Agreement), insuring all activity and conduct of such person while exercising such right to access and naming Kleiman as an additional insured, issued by a licensed insurance company qualified to do business in Minnesota and otherwise reasonably acceptable to Kleiman. The City may fulfill this insurance obligation through self-insurance. It is specifically agreed that the obligations of the City to pay any sums and the indemnity provided for in this Section shall survive any termination or cancellation of this Agreement and shall survive the Closing.

2. Representations. Kleiman's representations in this Agreement shall be true at the time of the Closing as though such representations were made at such time and Kleiman shall have performed all of their obligations under this Agreement.

3. Title. Title to the Kleiman Property shall have been accepted by the City pursuant to the provisions of Section II of this Agreement and the City shall have received a title insurance policy, or a suitably marked up title commitment dated and initialed by Title, insuring the City's title to the Kleiman Property, in form acceptable to the City.

4. DEDA Conveyance. The City shall have received a deed, in form acceptable to the City, from DEDA, conveying the City Property to the City.

5. City Council Ordinance. The City Council shall have adopted, at least 30 days prior to the Closing Date, an ordinance approving the sale of the City Property to Kleiman under the terms and conditions set forth in this Agreement.

If any of the conditions set forth in this Section III.A have not been satisfied or waived as of the Closing Date, this Agreement may be terminated, at the option of the City, by written notice from the City to Kleiman delivered to Kleiman no later than the Closing Date (except subparagraphs III.A. 4 and 5 above, which contingencies are not waivable). All of the contingencies set forth in this Section III.A. are for the sole and exclusive benefit of the City and the City shall have the right to unilaterally waive any contingency by written notice to Kleiman (except subparagraphs III.A. 4 and 5 above, which contingencies are not waivable).

B. Kleiman's Contingencies. The Closing of the transaction contemplated by this Agreement and the obligation of Kleiman to purchase the City Property and convey the Kleiman Property shall be subject to the following conditions:

1. Due Diligence Inspection. Kleiman shall have determined, on or before the Closing Date, that it is satisfied, in their sole discretion, with the condition of the City Property. From and after the Effective Date and with the written permission of DEDA (which the City will use its best efforts to obtain), Kleiman, and their agents, employees, contractors and invitees, may, following reasonable notice to and cooperation with the City, enter upon the City Property in order to perform testing and inspections as Kleiman may deem necessary including, without limitation, environmental testing and inspections, provided that neither Kleiman nor their agents shall engage in any intrusive testing without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed, and of DEDA, which the City will use its best efforts to obtain. Kleiman and their agents, employees, contractors, and invitees shall, in performing their inspections, comply with any and all laws, ordinances, rules, regulations applicable to the City Property and will not engage in any activities which would violate any permit, license, or environmental law or regulation. Kleiman's inspections will be conducted in accordance with the following procedures: (a) all persons performing any tests will be properly licensed and qualified and will have obtained all appropriate permits for performing such tests; (b) Kleiman will advise the City at least two (2) days in advance of the dates of all tests and inspections and will schedule all tests and inspections during normal business hours whenever feasible; (c) the City and DEDA will have the right to have a representative accompany Kleiman and their agents, employees, contractors, and invitees while they are on the City Property; (d) Kleiman will promptly pay when due the costs of all entry and inspections, tests and examinations done with regard to the City Property; (e) Kleiman will, at their sole cost and expense, repair and restore the City Property to its original condition before any such entry upon the City Property and inspection, test or examination was undertaken. Kleiman shall keep the City Property free and clear of any mechanics', materialmen's or similar liens related to Kleiman's right of inspection and its due diligence activities. To the extent permitted by law, Kleiman shall indemnify, defend (with counsel reasonably satisfactory to the City) and hold the City and its offices, officials, directors, representatives, employees, agents, and successors and assigns harmless for, from and against any claims, damages, costs, liabilities, and losses ("City Claims") arising out of any entry on the City Property by Kleiman or their agents, employees, contractors, and invitees or Kleiman's inspections or tests of the City Property, whether or not a Closing occurs; provided, however, that Kleiman's obligation to indemnify and hold harmless will not include City Claims to the extent that they are caused by the City's gross negligence or intentionally wrongful conduct. Kleiman will cause any person accessing the City Property on their behalf to be covered by not less than \$2,000,000 commercial general liability insurance (with, in the case of Kleiman's coverage, a contractual liability endorsement, insuring its indemnity obligation under this Agreement), insuring all activity and conduct of such person while exercising such right to access and naming the City as an additional insured, issued by a licensed insurance company qualified to do business in Minnesota and otherwise reasonably acceptable to the City. To the extent requested by DEDA, prior to entry onto the City Property, Kleiman will enter into a written agreement with DEDA

extending the same or similar insurance and indemnification provisions above in favor of DEDA. It is specifically agreed that the obligations of Kleiman to pay any sums and the indemnity provided for in this Section shall survive any termination or cancellation of this Agreement and shall survive the Closing.

2. Representations. The City's representations in this Agreement shall be true at the time of the Closing as though such representations were made at such time, and the City shall have performed all of its obligations under this Agreement.

3. Title. Title to the City Property shall have been accepted by Kleiman pursuant to the provisions of Section II of this Agreement and Kleiman shall have received a title insurance policy, or a suitably marked up title commitment dated and initialed by Title, insuring Kleiman's title to the City Property, in form acceptable to Kleiman.

If any of the conditions set forth in this Section III.B. have not been satisfied or waived as of the Closing Date, this Agreement may be terminated, at the option of Kleiman, by written notice from Kleiman to the City delivered to the City no later than the Closing Date. All of the contingencies set forth in this Section III.B. are for the sole and exclusive benefit of Kleiman and Kleiman shall have the right to unilaterally waive any contingency by written notice to the City.

IV. Utilities, Taxes, and Closing Costs.

A. Utilities, if any, for the City Property and the Kleiman Property shall be prorated between Kleiman and the City as of the date of the Closing.

B. At or before Closing, Kleiman shall pay all real estate taxes and special assessments payable therewith and any penalties and interest thereon due and payable with respect to the Kleiman Property in all years prior to the year of Closing, including all deferred taxes attributable to years prior to the year of Closing. At or before Closing, the City shall pay all real estate taxes and special assessments payable therewith and any penalties and interest thereon due and payable with respect to the City Property in all years prior to the year of Closing, including all deferred taxes attributable to years prior to the year of Closing. Real estate taxes due and payable in the year of Closing on the City Property and the Kleiman Property shall be prorated as of the Closing based upon the latest available tax statement (though the parties believe the City Property is currently property tax-exempt). Kleiman shall be responsible for all real estate taxes and assessments on the City Property for the year following Closing and all subsequent years. City shall be responsible for all real estate taxes and assessments on the Kleiman Property for the year following Closing and all subsequent years.

C. In addition to the costs discussed in paragraphs A and B above, the following costs and expenses shall be paid in connection with the Closing:

1. The City shall pay the cost of:

a. All fees associated with the issuance of the City Title Commitment, including state and federal tax lien, judgment and bankruptcy searches;

- b. The premium for any title policy the City chooses to purchase for the Kleiman Property;
 - c. All state deed taxes and/or transfer taxes on the City Deed;
 - d. Any environmental, inspection or other reports obtained by the City;
 - e. All expenses, including recording fees, to correct any title objections to the City Property that City undertakes pursuant to Section II. above;
 - f. Recording fees for the City Deed and all of the City's resolutions and ordinances;
 - g. One-half of Title's closing fees;
 - h. Any other item allocated to or assumed by the City in this Agreement; and
 - i. All attorneys' fees and expenses incurred by the City.
2. Kleiman shall pay the cost of:
- a. All fees associated with the issuance of the Kleiman Title Commitment, including state and federal tax lien, judgment and bankruptcy searches;
 - b. The premium for any title policy Kleiman chooses to purchase for the City Property;
 - c. All state deed taxes and/or transfer taxes on the Kleiman Deed;
 - d. Any environmental, inspection or other reports obtained by Kleiman;
 - e. All expenses, including recording fees, to correct any title objections to the Kleiman Property that Kleiman undertakes pursuant to Section II. above;
 - f. Recording fees for recording the Kleiman Deed;
 - g. One-half of Title's closing fees;
 - h. Any other item allocated to or assumed by Kleiman in this Agreement; and
 - i. All attorneys' fees and expenses incurred by Kleiman.

V. Reliance.

A. The City is experienced in and knowledgeable about the ownership, development, and management of real estate, and it has relied and will rely exclusively on its own consultants, advisors, counsel, employees, agents, principals and/or studies, investigations and/or inspections

with respect to the Kleiman Property, its condition, value and potential. The terms and conditions contained in this Agreement are the result of arm's-length negotiations between sophisticated parties experienced in transactions of this kind, and take into account the fact that the City is not entitled to rely on any information provided by Kleiman, any of its agents, or any other person acting for or on behalf of Kleiman, except as expressly set forth in Section VII. All information, whether written or oral, previously, now, or hereafter made available to the City by Kleiman, its agents, or any other person acting for or on behalf of Kleiman, whether in the form of appraisals, market studies, projections, brochures, maps, surveys, soil reports, engineering studies, environmental studies, inspection reports, plans and specifications, and all other information and materials have been or will be furnished by Kleiman to the City solely as an accommodation, and neither Kleiman nor its agents has verified the accuracy of such information or the qualifications of the persons preparing such information, except as expressly set forth in Section VII. The City agrees that, notwithstanding the fact that the City has received certain information from Kleiman, or its respective agents or consultants, the City has relied solely upon and will continue to rely solely upon its own analysis and will not rely on any information provided by Kleiman, or its agents or consultants, except as expressly set forth in Section VII.

B. Kleiman is experienced in and knowledgeable about the ownership, development, and management of real estate, and has relied and will rely exclusively on their own consultants, advisors, counsel, employees, agents, principals and/or studies, investigations and/or inspections with respect to the City Property, its condition, value and potential. The terms and conditions contained in this Agreement are the result of arm's-length negotiations between sophisticated parties experienced in transactions of this kind, and take into account the fact that Kleiman is not entitled to rely on any information provided by the City, any of its agents or employees, or any other person acting for or on behalf of the City, except as expressly set forth in Section VI. All information, whether written or oral, previously, now, or hereafter made available to Kleiman by the City, its agents, employees, or any other person acting for or on behalf of the City, whether in the form of appraisals, market studies, projections, brochures, maps, surveys, soil reports, engineering studies, environmental studies, inspection reports, plans and specifications, and all other information and materials have been or will be furnished by the City to Kleiman solely as an accommodation, and neither the City nor its agents has verified the accuracy of such information or the qualifications of the persons preparing such information, except as expressly set forth in Section VI. Kleiman agrees that, notwithstanding the fact that Kleiman has received certain information from the City, or its respective agents or consultants, Kleiman has relied solely upon and will continue to rely solely upon its own analysis and will not rely on any information provided by the City, or its agents or consultants, except as expressly set forth in Section VI.

VI. City Representations.

The City represents the following:

A. Authorization. Subject to adoption of a City Council ordinance approving the conveyance of the City Property under the terms and conditions of this Agreement, the individuals executing this Agreement on behalf of the City have the requisite authority to execute this Agreement and such other documents as are contemplated or to be delivered by the City, and to bind the City thereto.

B. Foreign Person. The City is not a foreign person, foreign partnership, foreign trust or foreign estate as those terms are defined in Section 1445 of the Internal Revenue Code.

C. Proceedings. There have been no bankruptcy or dissolution proceedings involving the City during the time the City has had any interest in the City Property, there are no unsatisfied judgments or state or federal tax liens of record against the City, and there have been no labor or materials furnished to the City Property for which payment has not been paid.

D. Statutory Disclosures. The City staff handling the conveyance of the City Property on behalf of the City have no actual knowledge of the following with respect to the City Property: (1) the presence of a well, underground storage tank or subsurface sewage treatment system; or (2) methamphetamine production on the City Property.

Each of the above representations is material and is relied upon by Kleiman. Each of the above representations shall be deemed to have been made as of the Closing Date and shall survive the Closing.

VII. Kleiman Representations.

Kleiman represents the following:

A. Authorization. No consent or authorization from any other person, entity or government agency is required for Kleiman to enter into and perform Kleiman's obligations under this Agreement except as has already been obtained. The execution of this Agreement will not constitute a breach or default under any agreement to which Kleiman is bound.

B. Legal/Other Proceedings. There is no suit, action, legal, administrative or other proceeding or inquiry pending or threatened against Kleiman or the Kleiman Property which could affect Kleiman's ability to enter into and perform Kleiman's obligations under this Agreement. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or threatened against Kleiman, nor are any such proceedings contemplated by Kleiman.

C. Title to Property. Kleiman has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the Kleiman Property owned or claimed by anyone other than Kleiman and JO-ED. Kleiman has no knowledge that anyone will, at the Closing, have any right to possession of the Kleiman Property. There are no unsatisfied mechanics' or materialmen's lien rights on the Kleiman Property. No assessment lien or judgment liens encumber the Kleiman Property.

D. Foreign Person. Kleiman is not a foreign person, foreign partnership, foreign trust or foreign estate as those terms are defined in Section 1445 of the Internal Revenue Code.

E. Statutory Disclosures. Kleiman has no actual knowledge of the following with respect to the Kleiman Property: (1) the presence of a well, underground storage tank or subsurface sewage treatment system; or (2) methamphetamine production on the Kleiman Property.

Each of the above representations is material and is relied upon by the City. Each of the above representations shall be deemed to have been made as of the Closing Date and shall survive the Closing.

VIII. AS-IS Provisions.

A. Without limitation, Kleiman acknowledges that, except as expressly set forth in Section VI above, the City has made no representations or warranties (whether express or implied, oral or written) regarding the City Property, including but not limited to the value, quality or condition of the City Property; the status of title to the City Property; the suitability of the City Property for any activity or use which Kleiman may conduct; the compliance of the City Property with any laws or regulations; the habitability, merchantability, marketability, profitability, or fitness of the City Property for a particular purpose; and compliance by the City Property with any and all environmental rules, regulations, orders or laws. Kleiman acknowledges and agrees that the City has no obligation to remove any personal property or debris from the City Property. Kleiman acknowledges and agrees that, to the maximum extent permitted by law, Kleiman is purchasing the City Property in its "AS-IS" condition. This Section VIII.A. shall survive the Closing and cancellation of this Agreement for any reason.

B. Without limitation, the City acknowledges that, except as expressly set forth in Section VII above, Kleiman has made no representations or warranties (whether express or implied, oral or written) regarding the Kleiman Property, including but not limited to the value, quality or condition of the Kleiman Property; the status of title to the Kleiman Property; the suitability of the Kleiman Property for any activity or use which the City may conduct; the compliance of the Kleiman Property with any laws or regulations; the habitability, merchantability, marketability, profitability, or fitness of the Kleiman Property for a particular purpose; and compliance by the Kleiman Property with any and all environmental rules, regulations, orders or laws. The City acknowledges and agrees that Kleiman has no obligation to remove any personal property or debris from the Kleiman Property. The City acknowledges and agrees that, to the maximum extent permitted by law, the City is purchasing the Kleiman Property in its "AS-IS" condition. This Section VIII.B. shall survive the Closing and cancellation of this Agreement for any reason.

IX. No Assignment.

Kleiman represents and agrees for themselves, their heirs, successors and assigns that they has not made or created, and will not make or create or suffer to be made or created, any total or partial sale, assignment, conveyance, lease, trust, lien or power of attorney, and has not or will not otherwise transfer in any other way all or any portion of the Kleiman Property or this Agreement or any other contract or agreement entered into in connection with carrying out their obligations hereunder; and Kleiman will not make or create or suffer to be made any such transfer of their rights hereunder. If any assignment of Kleiman's rights or obligations under this Agreement is approved by the City, any such assignee shall explicitly assume the obligations of Kleiman under this Agreement and Kleiman shall remain principally liable for the performance of Kleiman's obligations under this Agreement.

X. Additional Documents.

Kleiman and the City shall execute such additional documents as may be reasonable and necessary to carry out the provisions of this Agreement.

XI. Operation Prior to Closing.

Between the Effective Date and the Closing Date, the parties shall operate and maintain the Kleiman Property and the City Property in the same manner as they are being operated on the date hereof. Neither party shall execute any contracts, leases, or other agreements regarding their respective properties which extend beyond the Closing Date without the prior written consent of the other party, which consent may be withheld in that party's sole discretion. Neither party shall pledge or transfer any interest in or encumber or permit the encumbrance of their respective properties with any lien, easement, interest or agreement from and after the Effective Date without the prior written consent of the other party, which may be withheld in the other party's sole and absolute discretion.

XII. Intentionally Omitted

XIII. Default.

A. If the City defaults in the performance of its obligations under this Agreement, then Kleiman may: (i) terminate this Agreement in accordance with applicable law; or (ii) seek specific performance of this Agreement within six months of the date such right of action arises, including costs. These limitations shall not apply to claims for indemnification or contribution specifically provided for in this Agreement.

B. If Kleiman defaults in the performance of Kleiman's obligations under this Agreement, then the City may, as permitted by law: (i) terminate this Agreement in accordance with applicable law; or (ii) seek specific performance of this Agreement within six months of the date such right of action arises, including costs. These limitations shall not apply to claims for indemnification or contribution specifically provided for in this Agreement.

C. This Section XIII shall survive the Closing and delivery of the City Deed and the Kleiman Deed.

D. The waiver by either party of any default on the part of the other party or the failure of said party to declare default on the part of the other party of any of its obligations pursuant to this Agreement shall not be deemed to be a waiver of any subsequent event of default on the part of the defaulting party of the same or of any other obligation of the defaulting party hereunder. And, to be effective, any waiver of any default by the defaulting party hereunder shall be in writing by the non-defaulting party.

E. Except as specifically set forth herein, the remedies provided under this Agreement shall be deemed to be cumulative and non-exclusive and the election of one remedy shall not be deemed to be the waiver of any other remedy with regard to any occasion of default hereunder.

XIV. Notices.

Notices sent pursuant to this Agreement shall be sufficient if sent by regular United States mail, postage prepaid, addressed to:

<u>City</u>	<u>Kleiman</u>
City of Duluth	Joseph H. Kleiman
Attn: Property and Facilities Manager	1934 London Road
1532 W. Michigan Street	Duluth, MN. 55812
Duluth, MN 55806	(218) 722-9900

or to such other persons or addresses as the parties may designate to each other in writing from time to time.

XV. Counterparts/PDF/E-Mail Signatures.

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement. PDF and E-mail signatures shall be binding on the transmitting party and shall have the same force and effect as if the original signature had been delivered.

XVI. Risk of Loss.

A. If there is any loss or damage to the City Property between the date of this Agreement and the date of the Closing, the risk of loss shall be on the City. If the City Property is destroyed or damaged prior to the Closing, Kleiman may cancel this Agreement upon written notice to the City and in such event, the parties shall have no further obligations to one another pursuant to this Agreement except as expressly set forth in this Agreement.

B. If there is any loss or damage to the Kleiman Property between the date of this Agreement and the date of the Closing, the risk of loss shall be on Kleiman. If the Kleiman Property is destroyed or damaged prior to the Closing, the City may cancel this Agreement upon written notice to the City and in such event, the parties shall have no further obligations to one another pursuant to this Agreement except as expressly set forth in this Agreement.

XVII. Commission.

The City and Kleiman represent and warrant to each other that they have not engaged the services of any broker in connection with the sale and purchase contemplated by this Agreement. The City and Kleiman shall each indemnify and hold the other harmless of any claim made by any broker or sales agent or similar party for a commission due or alleged to be due under the terms of

any brokerage agreement entered into by said party. This provision shall survive the Closing and delivery of the City Deed and the Kleiman Deed.

XVIII. Miscellaneous.

The recitals at the beginning of this Agreement are true and correct and are incorporated into this Agreement by reference. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings between the parties regarding the Kleiman Property and the City Property. There are no oral agreements that change this Agreement and no waiver of any of its terms shall be effective unless in a writing executed by the parties. Time is of the essence in all terms of this Agreement. This Agreement binds and benefits the parties and their successors in interest. This Agreement shall be construed under the laws of the state of Minnesota. Amendments to this Agreement must be in writing and must be executed by the same individuals/officers as executed this Agreement, except that the City's Chief Administrative Officer is authorized, in their discretion, to sign amendments solely to extend timelines set forth in this Agreement up to a maximum of 120 days.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF DULUTH

By: _____
Mayor

DocuSigned by:
Joseph H Kleiman
3487DB8F229248B...

Joseph H. Kleiman

Attest: _____
City Clerk

DocuSigned by:
Rose Kleiman
3F405409E369461...

Rose A. Kleiman

Dated: _____

3/31/2021
Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

EXHIBIT A

City Property

The Southerly Twenty feet (S'ly 20') of Lots One (1) through Five (5), inclusive, Block Thirty-three (33), all in DULUTH HEIGHTS, SIXTH DIVISION, according to the recorded plat thereof, including that part of vacated Maple Street as platted in said DULUTH HEIGHTS, SIXTH DIVISION, also known as Oregon Avenue and Niagara Street, accruing thereto by reason of the vacation thereof, reserving a utility easement under, over, upon, across, and along the Westerly Forty feet (W'ly 40') of said portion of vacated Maple Street.

Lots Six (6) and Seven (7), Block Thirty-three (33), DULUTH HEIGHTS, SIXTH DIVISION, according to the recorded plat thereof.

The Southerly Twenty feet (S'ly 20') of Lots Eight (8) through Sixteen (16), inclusive, Block Thirty-three (33), DULUTH HEIGHTS, SIXTH DIVISION, according to the recorded plat thereof.

EXHIBIT B

Parcel 1

Those portions of Lots 10, 11, 12, and 13, Block 73 in the Town of Oneota, according to the recorded plat thereof (now part of the City of Duluth, Minnesota), lying Southeasterly of a line drawn concentric with and 25.0 Northwesterly, as measured radially from said Railroad Company's Main Track centerline, as originally located and constructed, and being a portion of the same property described in Special Warranty Deed from Western Land Association of Minnesota to the Lake Superior & Mississippi Railroad Company filed for record January 26, 1874 in Book K of Deeds, page 325 in and for said County.

Parcel 2

The Southeasterly 75.0 feet of Burlington Northern Railroad Company's (formerly Northern Pacific Railway Company) 200.0 foot right of way, situated in the Southwest $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of Section 5, Township 49 North, Range 14 West of the 4th Principal Meridian, described as follows:

Beginning at the Northwest corner of Lot 1, Block 9 of Hazlewood Addition Oneota in the City of Duluth, Minnesota, according to the recorded plat thereof; thence Northeasterly along the Northwesterly line of said Block 9, along a curve concave to the Southeast having a radius of 11,359.2 feet a distance of 412 feet, more or less, to the most Northerly corner of Lot 8, said Block 9; thence Northwesterly along the Northwesterly extension of the Northeasterly line of said Block 9 to a point being 75.0 feet Northwesterly, as measured at right angles and radially from said Northwesterly line of said Block 9; thence Southwesterly parallel with said Northwesterly line of said Block 9, along a curve concave to the Southeast having a radius of 11,434.2 feet a distance of 412 feet, more or less, to the intersection with the Northwesterly extension of the Southwesterly line of said Block 9, thence Southeasterly along said Northwesterly extension of the Southwesterly line of said Block 9 to the point of beginning. St. Louis County, Minnesota.

Parcel 3

A 55.0 foot wide strip of land situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, Township 49 North, Range 14 West of the 4th P.M. in the City of Duluth, St. Louis County, Minnesota, being a portion of the same 200 foot wide strip of land described in Quitclaim Deed from William C. Bailey, et ux to the Lake Superior & Mississippi Railroad Company filed for record March 9, 1870 in Book E of Deed, page 341 in and for said County, said 55.0 foot wide strip of land being 30.0 feet wide on the Northwesterly side and 25.0 feet wide on the Southeasterly side of said Railroad Company's Main Track centerline, as originally located and constructed upon, over and across said SW $\frac{1}{4}$ SW $\frac{1}{4}$, bounded on the Northeast by the Southwesterly right of way line of 40th Avenue West (formerly Collingwood Avenue), according to the recorded plat of Hazlewood Addition to the City of Duluth, and bounded on the Southwest by the Northeasterly right of way line of 41st Avenue West (formerly Michigan Avenue), according to the recorded plat of Hazlewood Addition to the City of Duluth.

Parcel 4

A parcel of land situated in the SW1/4 SW1/4 of Section 5, Township 49 North, Range 14 West of 4th P.M. in the City of Duluth, St. Louis County, Minnesota, bring a portion of the same 200.0 foot wide strip of land described in Quitclaim Deed from William C. Bailey, et ux to the Lake Superior & Mississippi Railroad Company filed for record March 9, 1870 in Book E of Deeds, page 341 in and for said County, together with a portion of 80-foot wide 41st Avenue West (formerly Michigan Avenue) described in Quitclaim Deed dated January 9, 1985 from the City of Duluth to Burlington Northern Railroad Company described as follows:

Beginning at a point on the South line of said Section 5 distant 100.0 feet Southeasterly, as measured radially from said Railroad Company's Main Track centerline, as originally located and constructed upon, over and across said SW1/4 SW1/4; thence Northeasterly along the Southeasterly boundary of said 200 foot wide strip of land a distance of 200 feet, more or less, to the Northeasterly right of way line of 41st Avenue West (formerly Michigan Avenue); thence Northwesterly along said Northeasterly right of way line to the intersection with a line drawn concentric with and 25.0 feet Northwesterly, as measured radially from said Main Track centerline; thence Southwesterly along said concentric line a distance of 325 feet, more or less, to the South line of said Section 5, thence East along said South line of Section 5 a distance of 190 feet, more or less, to the Point of Beginning.

EXHIBIT C

Office of the
Registrar of Titles
St. Louis County, Minnesota
Certified Filed on
06/23/2016 at 8:57 AM as
Document No 972324.0
Affecting Certificate(s) of Title
204177 0 247921 0 286414 0
Mark A Monacelli
Registrar of Titles
By R MacDonell Deputy
TFR 268324



DO NOT REMOVE

972324 0

The above Document No. has also been filed
on Certificate(s) of Title

291113 0 302119 0 325906 0 327835 0
339369 0 339370 0 339371 0 339372 0
339373 0 339374 0 339375 0 339376 0
339377 0 339378 0 339379 0 339380 0
339381 0 339382 0 339383 0 339384 0
339385 0 339386 0

972324

1268205

The Seller certifies that the Seller does not know of any wells on the described real property.

Dated this 19th day of October, 1993.

STATE OF MINNESOTA

BY: K.F. Rasmussen
(~~Commissioner of Transportation~~)
(Director of the Office of Right of Way and Surveys)

Seal of the Commissioner of Transportation

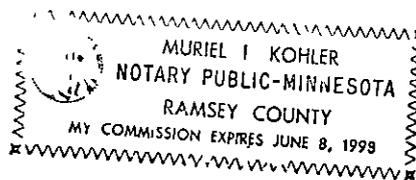
STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 19th day of October, 1993, before me, a Notary Public within and for said County, personally appeared K.F. Rasmussen, to me personally known to be the person who executed the foregoing instrument and who did say that he is the (~~Commissioner of Transportation~~) (Director of the Office of Right of Way and Surveys and duly authorized agent of the Commissioner of Transportation) of the State of Minnesota and acknowledged that he executed the foregoing instrument and caused the seal of the Commissioner of Transportation to be affixed thereto, by authority of Minnesota Statutes, Section 161.16, Subdivision 4, and as the free act and deed of said State.

Muriel I Kohler

Approved as to form and execution:

John C. [Signature]
Special Assistant Attorney General



This instrument was drafted by the State of Minnesota, Department of Transportation, R/W Legal Section, St. Paul, Minnesota 55155

1268205 972324

S.P. 6933 (194=106) 901

Transfer Entered ^{98335I}
This 20 day of June, 2016
Donald Dicklich, County Auditor
By [Signature] Deputy

QUITCLAIM DEED

The State of Minnesota having acquired the real estate hereinafter described for trunk highway purposes, and the Commissioner of Transportation of said State having determined that the same is no longer needed by said State for trunk highway purposes, and that the same may be conveyed and quitclaimed to the City of Duluth.

NOW, THEREFORE, Upon said determination and pursuant to Minnesota Statutes, Section 161.16, Subdivision 4, in consideration of the future maintenance, improvement, or reconstruction by Grantee of such roadways, the State of Minnesota, Grantor, by James N. Denn, its Commissioner of Transportation, hereby conveys and quitclaims to the City of Duluth, Grantee, for highway purposes, all its interest including any conditions, restrictions, covenants and easements that run with the land, in and to the real estate situate in the County of St. Louis, State of Minnesota, described as follows:

Return to: City of Duluth
TFR # 268324
Cash 46

Return to: Campbell
TFR # 270469
Cash 46

Return to: Chuck Campbell - City of Duluth Page 1 of 14
AFR # 337143
Cash 46 Chg Bill

1263205

972324

Office of the County Recorder
St. Louis County, Minnesota

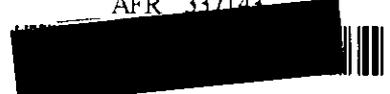
Recorded on 08/25/2015
at 3 10 PM

Document No. 01268205

Mark A. Monacelli
County Recorder

By B Goodreau, Deputy

AFR 337143



DO NOT REMOVE

Date:	6/20/2016	Office:	AUD
W/H:	AUD0355	Cashier:	JMF
Batch:	26961	Trans #:	4
Receipt #:	02329965		
Acct:			
Payment Total:	\$1.65		
0040 Deed Tax			\$1.65
(Check Tendered :			\$1.65
Paid by:			

R16291F.08

1268205

9-

972324

DESCRIPTION FOR THE TURNBACK OF PART OF TRUNK HIGHWAY NO. 106 RENUMBERED 194 TO THE CITY OF DULUTH

Parcel 1 S.P. 6933 (194=106) 901

That part of Tract A described below:

323328

Tract A. Lot 2, Block 4, and that part of Lot 15, Block 4, lying northerly of the northerly right of way line of Trunk Highway No. 194 as now located and established, both in Maple Grove Acre Tracts of Duluth, Minnesota, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota, the title thereto being registered as evidenced by Certificate of Title No. 236809;

which lies southeasterly of Line 1 described below:

Line 1. Beginning at the southwest corner of Tract A hereinbefore described; thence run northeasterly to a point on the east line of said Lot 2, distant 85 feet south of the northeast corner thereof and there terminating.

10-3180-900
-4314-30 DIV
-40, DIV.

Parcel 2 S.P. 6933 (194=106) 901

That part of Tract A described below:

10-4314-31
10-3180-900

Tract A. That part of Lot 16, Block 4, Maple Grove Acre Tracts of Duluth, Minnesota, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota, lying northerly of the northerly right of way line of Trunk Highway No. 194 as now located and established, the title thereto being registered as evidenced by Certificate of Title No. 204177;

204177-

which lies northwesterly of Line 1 described below:

Line 1. Beginning at the point of intersection of the west line of Tract A hereinbefore described with a line run parallel with and distant 75 feet northeasterly of Line 2 described below; thence run northeasterly to a point on the west line of Lot 3, Block 28, Duluth Heights, Sixth Division, distant 30 feet south of the northwest corner thereof and there terminating;

Line 2. Beginning at a point on the west line of Section 20, Township 50 North, Range 14 West, distant 1321.4 feet south of the northwest corner thereof; thence run southeasterly at an angle of 55 degrees 49 minutes 00 seconds from said west section line (measured from south to east) for 925.6 feet; thence deflect to the left at an angle of 11 degrees 48 minutes 00 seconds for 1735.8 feet; thence deflect to the left on a 5 degree 00 minute 00 second curve (delta angle 21 degrees 53 minutes 00 seconds) for 437.7 feet and there terminating.

10-3180-710
Dedicated ROW no parcel

1268205

Parcel 3 S.P. 6933 (194=106) 901

972324

That part of Tract A described below:

Tract A. Lot 1, Block 4, Maple Grove Acre Tracts of Duluth, Minnesota, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota;

227691-

which lies northerly and westerly of Line 1 described below:

Line 1. Beginning at the point of intersection of a line run parallel with and distant 75 feet northeasterly of Line 2 described below with the west line of Lot 16, said Block 4; thence run northeasterly to a point on the west line of Lot 3, Block 28, Duluth Heights, Sixth Division, distant 30 feet south of the northwest corner thereof and there terminating;

Line 2. Beginning at a point on the west line of Section 20, Township 50 North, Range 14 West, distant 1321.4 feet south of the northwest corner thereof; thence run southeasterly at an angle of 55 degrees 49 minutes 00 seconds from said west section line (measured from south to east) for 925.6 feet; thence deflect to the left at an angle of 11 degrees 48 minutes 00 seconds for 1735.8 feet; thence deflect to the left on a 05 degree 00 minute 00 second curve (delta angle 21 degrees 53 minutes 00 seconds) for 437.7 feet and there terminating;

the title thereto being registered as evidenced by Certificate of Title No. 227691.

10-3180-710

Parcel 4 S.P. 6933 (194=106) 901

That part of Tract A described below:

Tract A. Lots 3, 4 and 5, Block 28, Duluth Heights, Sixth Division, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota;

100890

Abst

which lies northwesterly of Line 1 described below:

Line 1. Beginning at a point on the west line of said Lot 3, distant 30 feet southerly of the northwest corner thereof; thence run northeasterly to the northeast corner of said Lot 5 and there terminating.

See 10-890-8890
10-890-8891 No parcel code

Parcels 5, 6 and 6A S.P. 6933 (194=106) 901

The northerly 12 feet of Tract A described below:

Tract A. Lots 17 through 32 inclusive, Block 5, Duluth Heights, Fifth Division, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota.

100880

Abst

10-880-1412 10-880-1431
10-880-1452

10-880-1412
-1452.

Parcel 13 S.P. 6933 (194=106) 901

part for Lots 19 & 20
is not created

The northerly 15 feet of Tract A described below:

Tract A. Lots 30, 31 and 32, Block 4, Duluth Heights, Fifth Division, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota.

Abst

No parcels created
but exempted from
10-880-1220
-1230.

10-880-1221

1268205

Parcel 22 S.P. 6933 (194=106) 901

972324

All of Tract A described below:

Tract A. The southerly 5 feet of Lot 3, all of Lot 4 and Lot 5, except the southerly 17 feet of said Lot 5, and the southerly 20 feet of Lot 16, all in Block 32, Duluth Heights, Sixth Division, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota; the title thereto being registered as evidenced by Certificate of Title No. 228544.

228544-

10-890-10135 10-890-10135
10-890-10261 Part for Lot 16 is not a parcel

Parcels 23 and 24 S.P. 6933 (194=106) 901

The southerly 20 feet of Tract A described below:

Tract A. Lots 13, 14 and 15, Block 32, Duluth Heights, sixth Division, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota, including that part of vacated Oregon Avenue (formerly Niagara Street) accruing thereto by reason of the vacation thereof.

Abst

10-890-10232 10-890-10232
10-890-10241 No parcel for 11 of 15

Parcel 25 S.P. 6933 (194=106) 901

The southerly 20 feet of Tract A described below:

Tract A. Lots 1 and 2, Block 33, Duluth Heights, Sixth Division, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota, including that part of vacated Oregon Avenue (formerly Niagara Street) accruing to said Lot 1 by reason of the vacation thereof.

Abst

No parcel code-

Parcel 26 S.P. 6933 (194=106) 901

All of Tract A described below:

Tract A. All of Lot 6 and the southerly 20 feet of Lots 3, 4 and 5, all in Block 33, Duluth Heights, Sixth Division, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota, the title thereto being registered as evidenced by Certificate of Title No. 228412.

228412

10-890-10320 10-890-10320
10-890-10291 No parcel for Lots 3, 4 & 5
part

Parcels 27 and 28 S.P. 6933 (194=106) 901

All of Tract A described below:

Tract A. All of Lot 7 and the southerly 20 feet of Lots 8 through 16 inclusive, Block 33, Duluth Heights, Sixth Division, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota.

Abst

10-890-10330 10-890-10330
10-890-10391

1268205

Parcel 31 S.P. 6933 (194=106) 901

972324

That part of Tract A described below:

228191-

Tract A. That part of the southerly one-half of Lots 1 and 2, Block 1, Car Line Gardens, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota, lying easterly of the easterly line of Arlington Avenue as now located and established;

which lies southerly of a line run parallel with and distant 15 feet northerly of Line 1 described below:

Line 1. Beginning at a point on the south line of Tract A hereinbefore described, distant 30 feet westerly of the southeast corner thereof; thence run westerly on the south line of said Tract A for 20 feet and there terminating;

the title thereto being registered as evidenced by Certificate of Title No. 228191.

10-360-21 No parcel code.

Parcel 32 S.P. 6933 (194=106) 901

All of Tract A described below:

228189-

Tract A. That part of the northerly 40 feet of Lots 19 and 20, Block 1, Car Line Gardens, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota, lying easterly of the easterly line of Arlington Avenue as now located and established; the title thereto being registered as evidenced by Certificate of Title No. 228189.

10-360-240 10-360-240

Parcel 34 S.P. 6933 (194=106) 901

The northerly 40 feet of Tract A described below:

286414-

Tract A. Lot 18, Block 1, Car Line Gardens, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota;

together with the westerly 20 feet of the southerly 20 feet of the northerly 60 feet of said Lot 18;

the title thereto being registered as evidenced by Certificate of Title No. 250106.

10-360-221 No parcel code.

Parcel 34B S.P. 6933 (194=106) 901

All of Tract A described below:

328906-

Tract A. The northerly 50 feet of Lots 14 and 15, Block 1, Car Line Gardens, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota; the title thereto being registered as evidenced by Certificate of Title No. 250106.

10-360-185 10-360-185

972324

1268205

Parcel 36 S.P. 6933 (194=106) 901

The northerly 40 feet of Tract A described below:

Tract A. Lots 16 and 17, Block 1, Car Line Gardens, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota; the title thereto being registered as evidenced by Certificate of Title No. 227858.

227858-

10-360-205

10-360-205

Parcel 38 S.P. 6933 (194=106) 901

The northerly 40 feet of Tract A described below:

Tract A. Lots 13, 14, 17 and 18, Block 2, Car Line Gardens, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota;

228074-

together with the southerly 10 feet of the northerly 50 feet of the westerly 30 feet of the easterly 35 feet of said Lot 18;

the title thereto being registered as evidenced by Certificate of Title No. 228074.

10-360-431
10-360-431

No parcel code

Parcel 42 S.P. 6933 (194=106) 901

The northerly 40 feet of Tract A described below:

Tract A. Lots 15 and 16, Block 2, Car Line Gardens, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota; the title thereto being registered as evidenced by Certificate of Title No. 227129.

227129-

10-360-452

10-360-452

Part of Parcel 47 S.P. 6933 (194=106) 901

That part of Tract A described below:

Tract A. The southerly 140 feet of Lots 10, 11 and 12, Block 2, Car Line Gardens, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota;

227854-

which lies southeasterly of Line 1 described below:

Line 1. Beginning at a point on the south line of Lot 10, said Block 2, distant 20 feet west of the southeast corner thereof; thence run northeasterly to a point on the east line of Lot 2, Block 3, said Car Line Gardens, distant 90 feet north of the southeast corner thereof and there terminating;

the title thereto being registered as evidenced by Certificate of Title No. 227854.

10-360-366

No parcel code

Part of Parcel 48 S.P. 6933 (194=106) 901

That part of Tract A described below:

Tract A. Lots 1, 2 and 3, Block 3, Car Line Gardens, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota;

228503-

which lies southerly of Line 1 described below:

972324

1268205

Line 1. Beginning at a point on the south line of Lot 10, Block 2, said Car Line Gardens, distant 20 feet west of the southeast corner thereof; thence run northeasterly to a point on the east line of Lot 2, said Block 3, distant 90 feet north of the southeast corner thereof; thence run easterly to a point on the east line of Lot 3, said Block 3, distant 90 feet north of the southeast corner thereof and there terminating;

the title thereto being registered as evidenced by Certificate of Title No. 228503.

10-360-490

10-360-490

Part of Parcel 50 S.P. 6933 (194=106) 901

That part of Tract A described below:

228203

Tract A. That part of Lots 4 and 5, Block 3, Car Line Gardens, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota, lying southerly of the southerly right of way line of Trunk Highway No. 194 as now located and established;

which lies southerly of Line 1 described below:

Line 1. Beginning at a point on the west line of Lot 4, said Block 3, distant 90 feet north of the southwest corner thereof; thence run southeasterly to a point on the east line of Lot 7, said Block 3, distant 5 feet north of the southeast corner thereof and there terminating;

the title thereto being registered as evidenced by Certificate of Title No. 228203.

010-360-521

No parcel created.

Part of Parcel 51 S.P. 6933 (194=106) 901

That part of Tract A described below:

227835

Tract A. That part of Lots 6 and 7, Block 3, Car Line Gardens, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota, lying southerly of the southerly right of way line of Trunk Highway No. 194 as now located and established; the title thereto being registered as evidenced by Certificate of Title No. 201438;

which lies southerly of Line 1 described below:

Line 1. Beginning at a point on the west line of Lot 4, said Block 3, distant 90 feet north of the southwest corner thereof; thence run southeasterly to a point on the east line of Lot 7, said Block 3, distant 5 feet north of the southeast corner thereof and there terminating.

010-360-541

No parcel created.

Parcel 52 S.P. 6933 (194=106) 901

That part of Tract A described below:

227941

Tract A. Lot 10, Block 3, Car Line Gardens, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota;

972324

1268205

which lies northeasterly of Line 1 described below:

Line 1. Beginning at the northwest corner of Tract A hereinbefore described; thence run southeasterly to a point on the east line of said Tract A, distant 60 feet southerly of the northeast corner thereof and there terminating;

the title thereto being registered as evidenced by Certificate of Title No. 227941.

10-360-592

10-360-592

Parcel 53 S.P. 6933 (194=106) 901

That part of Tract A described below:

Tract A. Lots 8 and 9, Block 3, Car Line Gardens, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota; the title thereto being registered as evidenced by Certificate of Title No. 250106;

29113-

which lies northerly of Line 1 described below:

Line 1. Beginning at a point on the west line of Lot 9, said Block 3, distant 60 feet southerly of the northwest corner thereof; thence run southeasterly to a point on the east line of Lot 9, said Block 3, distant 130 feet southerly of the northeast corner thereof; thence run southeasterly to a point on the east line of Lot 8, said Block 3, distant 150 feet southerly of the northeast corner thereof and there terminating.

010-360-571

No parcel created.

Parcel 54 S.P. 6933 (194=106) 901

That part of Tract A described below:

Tract A. That part of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 21, Township 50 North, Range 14 West, St. Louis County, Minnesota, described as follows: Beginning at the center of said Section 21; thence west 40 rods; thence south 40 rods; thence east 30 rods; thence north 16 rods; thence east 10 rods; thence north 24 rods to the place of beginning; excepting therefrom that part of the above described tract, lying northerly of a line run parallel with and distant 15 feet southerly of the following described line: Commencing at the center of said Section 21; thence run southerly along the north and south quarter line of said Section 21 for 350.61 feet to the point of beginning of the line to be described; thence deflect to the right at an angle of 90 degrees 02 minutes 00 seconds for 657.81 feet, more or less, to the east line of Car Line Gardens, according to the plat thereof on file and of record in the office of the County Recorder in and for said County and there terminating;

227990-

10-2710-5980

10-2710-5980

which lies northerly of Line 1 described below:

Line 1. From a point on Line 2 described below, distant 700 feet westerly of its point of termination, run southerly at right angles to said Line 2 for 170 feet to the point of beginning of Line 1 to be described; thence run easterly to a point distant 170 feet southerly (measured at right angles) of a point on said Line 2, distant 529.31 feet westerly of its point of termination; thence continue easterly on the last described course for 145 feet; thence run northeasterly to a point distant 120 feet southerly (measured at right angles) of a point on said Line 2,

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distant 215.81 feet westerly of its point of termination; thence run northeasterly to a point distant 90 feet southerly (measured at right angles) of a point on said Line 2, distant 145.81 feet westerly of its point of termination; thence run easterly parallel with said Line 2 for 145 feet and there terminating;

Line 2. Beginning at a point on the west line of said Section 21, distant 318.95 feet south of the west quarter corner thereof; thence run easterly at an angle of 90 degrees 01 minute 01 second from said west section line (measured from south to east) for 1275.01 feet; thence deflect to the left at an angle of 16 degrees 28 minutes 45 seconds for 324.32 feet; thence deflect to the right at an angle of 34 degrees 58 minutes 10 seconds for 327.93 feet; thence deflect to the left at an angle of 18 degrees 29 minutes 25 seconds for 222.84 feet; thence deflect to the left on a tangential curve having a radius of 2864.79 feet and a delta angle of 10 degrees 16 minutes 53 seconds for 514.07 feet; thence on tangent to said curve for 15.24 feet and there terminating;

the title thereto being registered as evidenced by Certificate of Title No. 227990.

Part of Parcel 56 S.P. 6933 (194=106) 901

That part of Tract A described below:

Tract A. That part of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 21, Township 50 North, Range 14 West, St. Louis County, Minnesota, lying northerly of a line run parallel with and distant 15 feet northerly of Line A, westerly of Line B and southwesterly of the southwesterly right of way line of Trunk Highway No. 194 as now located and established, said Line A and Line B are described as follows:

Line A is described as commencing at the center of said Section 21; thence run southerly on the north and south quarter line of said Section 21 for 350.61 feet to the point of beginning of said Line A; thence deflect to the right at an angle of 90 degrees 02 minutes 00 seconds for 657.71 feet, more or less, to the west line of said Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 21 and there terminating;

Line B is described as beginning at a point on said Line A, distant 293 feet easterly of the west line of said Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 21; thence run northerly on a line run parallel with and distant 293 feet easterly of the west line of said Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 21 for 300 feet and there terminating;

excepting therefrom the westerly 150 feet of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 21; the title thereto being registered as evidenced by Certificate of Title No. 247921;

which lies southerly of a line run parallel with and distant 40 feet northerly of Line 1 described below:

Line 1. Beginning at a point on the west line of said Section 21, distant 318.95 feet south of the west quarter corner thereof; thence run easterly at an angle of 90 degrees 01 minute 01 second from said west section line (measured from south to east) for 1275.01 feet; thence deflect to the left at an angle of 16 degrees 28 minutes 45 seconds for 324.32 feet; thence deflect to the right at an angle of 34 degrees 58 minutes 10 seconds for 327.93 feet; thence deflect to

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the left at an angle of 18 degrees 29 minutes 25 seconds for 222.84 feet; thence deflect to the left on a tangential curve having a radius of 2864.79 feet and a delta angle of 10 degrees 16 minutes 53 seconds, for 514.07 feet and there terminating.

Part of Parcel 57 S.P. 6933 (194=106) 901

That part of Tracts A and B described below:

228932-

Tract A. That part of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 21, Township 50 North, Range 14 West, St. Louis County, Minnesota, described as follows: From the center of said Section 21, run southerly on the north and south quarter line of said Section 21 for 138.97 feet; thence deflect to the right at an angle of 98 degrees 40 minutes 00 seconds along the southerly right of way line of Trunk Highway No. 194 as now located and established for 294.87 feet to the point of beginning of Tract A to be described; thence deflect to the left at an angle of 90 degrees 00 minutes 00 seconds for 258.83 feet; thence deflect to the left at an angle of 98 degrees 38 minutes 00 seconds for 101.87 feet; thence deflect to the left at an angle of 81 degrees 22 minutes 00 seconds to a point on the southerly right of way line of said Trunk Highway No. 194, distant 101.87 feet easterly of the point of beginning; thence westerly to the point of beginning; excepting therefrom that part lying southerly of a line run parallel with and distant 15 feet northerly of the following described line: Commencing at the center of said Section 21; thence run southerly on the north and south quarter line of said Section 21 for 350.61 feet to the point of beginning of the line to be described; thence deflect to the right at an angle of 90 degrees 02 minutes 00 seconds for 657.81 feet, more or less, to the east line of Car Line Gardens, according to the plat thereof on file and of record in the office of the County Recorder in and for said County and there terminating;

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Tract B. That part of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 21, Township 50 North, Range 14 West, St. Louis County, Minnesota, described as follows: Beginning at the center of said Section 21; thence West 40 rods; thence South 40 rods; thence East 30 rods; thence North 16 rods; thence East 10 rods; thence North 24 rods to the place of beginning; excepting therefrom that part lying southerly of a line run parallel with and distant 15 feet northerly of Line A described below; also excepting therefrom that part of the westerly 150 feet thereof lying northerly of said Line A; also excepting therefrom that part of the east 143 feet of the west 293 feet thereof lying northerly of said Line A and southerly of the southerly right of way line of Trunk Highway No. 194 as now located and established; Line A being described as follows: Commencing at the center of said Section 21; thence run southerly on the north and south quarter line of said Section 21 for 350.61 feet to the point of beginning of Line A to be described; thence deflect to the right at an angle of 90 degrees 02 minutes 00 seconds for 657.81 feet, more or less, to the east line of Car Line Gardens, according to the plat thereof on file and of record in the office of the County Recorder in and for said County and there terminating; also excepting therefrom that part contained within the following described tract: Beginning at the center of said Section 21; thence run westerly on the east and west quarter line of said Section 21 for 293.08 feet; thence deflect to the left at an angle of 90 degrees 00 minutes 00

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seconds for 89.53 feet to a point on the southerly right of way line of said Trunk Highway No. 194; thence deflect to the right at an angle of 08 degrees 40 minutes 00 seconds for 258.83 feet; thence deflect to the left at an angle of 98 degrees 38 minutes 00 seconds for 330.50 feet; thence deflect to the left at an angle of 90 degrees 02 minutes 00 seconds for 350.61 feet, more or less, to the point of beginning;

which lies southerly of a line run parallel with and distant 40 feet northerly of Line 1 described below:

Line 1. Beginning at a point on the west line of said Section 21, distant 318.95 feet south of the west quarter corner thereof; thence run easterly at an angle of 90 degrees 01 minute 01 second from said west section line (measured from south to east) for 1275.01 feet; thence deflect to the left at an angle of 16 degrees 28 minutes 45 seconds for 324.32 feet; thence deflect to the right at an angle of 34 degrees 58 minutes 10 seconds for 327.93 feet; thence deflect to the left at an angle of 18 degrees 29 minutes 25 seconds for 222.84 feet; thence deflect to the left on a tangential curve having a radius of 2864.79 feet and a delta angle of 10 degrees 16 minutes 53 seconds for 514.07 feet and there terminating;

together with that part of Tract B hereinbefore described, lying northerly of a line run parallel with and distant 10 feet northerly of the northerly right of way line of said Trunk Highway No. 194, as located prior to January 1, 1982;

the title thereto being registered as evidenced by Certificate of Title No. 228932.

No parcel codes.

Part of Parcel 58 S.P. 6933 (194=106) 901

That part of the westerly 70 feet of Tract A described below:

Tract A. That part of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 21, Township 50 North, Range 14 West, St. Louis County, Minnesota, described as follows: Beginning at the center of said Section 21; thence run westerly along the northerly line of said Northeast Quarter of the Northeast Quarter of the Southwest Quarter for a distance of 293.08 feet; thence deflect 90 degrees 00 minutes 00 seconds to the left for a distance of 89.53 feet to a point which is on the southerly line of Miller Trunk Road as such road was laid out and established across said land on June 4, 1940; thence deflect 81 degrees 20 minutes 00 seconds to the left along the southerly line of the Miller Trunk Road for a distance of 294.87 feet to a point which is on the north and south quarter line of said Section 21; thence deflect to the left 81 degrees 20 minutes 00 seconds for a distance of 138.97 feet, more or less, to the point of beginning; the title thereto being registered as evidenced by Certificate of Title No. 229195;

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which lies northerly of a line run parallel with and distant 10 feet northerly of the northerly right of way line of said Trunk Highway No. 194, as located prior to January 1, 1982.

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No parcel codes

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Part of Parcel 58A S.P. 6933 (194=106) 901

That part of the easterly 20 feet of Tract A described below:

228286

Tract A. That part of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 21, Township 50 North, Range 14 West, St. Louis County, Minnesota, described as follows: From the center of said Section 21, run southerly along the north and south quarter line of said Section 21 for 138.97 feet to the point of beginning of Tract A to be described; thence continue southerly along said north and south quarter line for 211.64 feet, more or less, to a point; thence deflect to the right at an angle of 90 degrees 02 minutes 00 seconds for 228.63 feet; thence deflect to the right at an angle of 98 degrees 38 minutes 00 seconds to a point on the southerly right of way line of the Miller Trunk Highway as located and established on June 4, 1940, distant 193 feet westerly of the point of beginning; thence deflect to the right at an angle of 90 degrees 00 minutes 00 seconds for 193 feet to the point of beginning; excepting therefrom the southerly 15 feet thereof;

which lies southerly of a line run parallel with and distant 20 feet southerly of the north line of said Tract A;

also together with that part of Tract A hereinbefore described, adjoining and westerly of the first above described strip, which lies southerly of a line run parallel with and distant 40 feet northerly of Line 1 described below:

Line 1. Beginning at a point on the west line of said Section 21, distant 318.95 feet south of the west quarter corner thereof; thence run easterly at an angle of 90 degrees 01 minute 01 second from said west section line (measured from south to east) for 1275.01 feet; thence deflect to the left at an angle of 16 degrees 28 minutes 45 seconds for 324.32 feet; thence deflect to the right at an angle of 34 degrees 58 minutes 10 seconds for 327.93 feet; thence deflect to the left at an angle of 18 degrees 29 minutes 25 seconds for 222.84 feet; thence deflect to the left on a tangential curve having a radius of 2864.79 feet and a delta angle of 10 degrees 16 minutes 53 seconds for 514.07 feet and there terminating;

the title thereto being registered as evidenced by Certificate of Title No. 228286.

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Parcel 59 S.P. 6933 (194=106) 901

That part of Tract A described below:

Abst

Tract A. That part of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 21, Township 50 North, Range 14 West, St. Louis County, Minnesota, described as follows: Beginning at a point on the north and south quarter line of said Section 21, distant 24 rods south of the center of said Section 21; thence due west at right angles 10 rods; thence due south at right angles 16 rods; thence due east at right angles 10 rods; thence due north 16 rods to the place of beginning; excepting therefrom the southerly 87 feet thereof;

which lies northerly of Line 1 described below:

10-2710-06001 No parcel codes

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- Line 1. From a point on Line 2 described below, distant 215.81 feet westerly of its point of termination, run southerly at right angles to said Line 2 for 120 feet to the point of beginning of Line 1 to be described; thence run northeasterly to a point distant 90 feet southerly (measured at right angles) of a point on said Line 2, distant 145.81 feet westerly of its point of termination; thence run easterly to a point distant 55 feet westerly (measured at right angles) of a point on Line 3 described below, distant 108.85 feet southerly of its point of beginning; thence run southeasterly to a point distant 15 feet westerly (measured at right angles) of the point of termination of said Line 3 and there terminating;
- Line 2. Beginning at a point on the west line of said Section 21, distant 318.95 feet south of the west quarter corner thereof; thence run easterly at an angle of 90 degrees 01 minute 01 second from said west section line (measured from south to east) for 1275.01 feet; thence deflect to the left at an angle of 16 degrees 28 minutes 45 seconds for 324.32 feet; thence deflect to the right at an angle of 34 degrees 58 minutes 10 seconds for 327.93 feet; thence deflect to the left at an angle of 18 degrees 29 minutes 25 seconds for 222.84 feet; thence deflect to the left on a tangential curve having a radius of 2864.79 feet and a delta angle of 10 degrees 16 minutes 53 seconds for 514.07 feet; thence on tangent to said curve for 15.24 feet and there terminating;
- Line 3. Beginning at the point of termination of Line 2 described above; thence run southerly at an angle of 79 degrees 46 minutes 44 seconds from said Line 2 (measured from west to south) for 148.85 feet and there terminating.

ST. LOUIS COUNTY AUTOMATED TORRENS SYSTEM

MARK A. MONACELLI, REGISTRAR OF TITLES
 P.O. BOX 157, Duluth, MN 55801-0157
 Telephone 218-726-2680

TORRENS FILING REQUEST TFR# 268324

Date this form was completed 6/16/16 Client file MNDOT

Name Danielle Erjavec

Address City of Duluth
1532 W. Michigan St.
Duluth, MN 55806

Phone () 730-4333 Fax () _____

Amount enclosed pb. bill Check _____ Cash _____ Dep Acct. # _____

Return: Mail Pick-Up _____ Other (specify) _____

Signature Danielle Erjavec Title Change Pursuant to MS. 508.421? 466

4/21

Order of Priority Documents--List in priority order	Other services with this document and (REQUIRED)	y/n copy with	y/n File in Abstract
14 1	Resolution <u>972323</u> 228323 , 204177, 227691*		<u>466</u> 46 y
15 2	Deed <u>972324</u> 228544*, 228412*		N 486-
3	JL SAYS 228191*, 228189*		(new acts) 600
4	TYPE CERT NOS 228932, 228286 280414, 325906 227858*, 228074*		1, 612
5	AS IS, DONT FOLLOW DEED. TYPE CERT 228503*, 228203*		46 40X10
6	NO. 228203 TO CREATE CERT RESIDUE. 327835, 227941*, 291113, 227990*		00X7
7	-MR 6-27-16 247921, 228932* 228011 , 228286*		726

* Issue new acts

339 364-
339 386

Checks for filing fees should be payable to: REGISTRAR OF TITLES.

Checks for deed, mortgage, or real estate taxes or division fee should be payable to: COUNTY AUDITOR.

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

For Registrar's Use Only Do Not Write in this Box.

Status _____ Return Code D-26 Dep/Bill Acct.# _____ Coded/Logged by _____

Cert. # _____