

**AMENDED AND RESTATED  
PARKING AGREEMENT**

**WEST MEDICAL DISTRICT PARKING RAMP**

THIS AMENDED AND RESTATED PARKING AGREEMENT (this “Agreement”) is by and between the CITY OF DULUTH, a municipal corporation and political subdivision under the laws of the State of Minnesota (the “City”) and HERMANTOWN COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD, a non-profit corporation under the laws of the State of Minnesota (the “Church”).

WHEREAS, the City and First Presbyterian Church of Duluth, Minnesota (“First Church”), as then-owner of the Church Property (defined below) entered into a Parking Agreement dated November 24, 2021 (the “Original Parking Agreement”) relating to First Church’s use of the City-owned parking ramp (the “Ramp”) located on the Property (defined below); and

WHEREAS, by deed dated September 30, 2024 and recorded in the Office of the St. Louis County Registrar of Titles on October 3, 2024 as Document No. 1083714 and in the Office of the St. Louis County Recorder on October 10, 2024 as Document No. 1497129, First Church conveyed the Church Property to the Church; and

WHEREAS, the City partnered with St. Mary’s Duluth Clinic Health System, doing business as Essentia Health East, to construct the Ramp as part of the Regional Exchange District Project to serve the parking needs of the Regional Exchange District, including those of the newly constructed Essentia Health-St. Mary’s Medical Center; and

WHEREAS, the Ramp was built in part on land that had been used previously by First Church for parking purposes (the “Former Church Parking Area”); and

WHEREAS, First Church conveyed the Former Church Parking Area to SMDC Medical Center, a Minnesota non-profit corporation, for inclusion in the Ramp on the condition that upon completion of construction of the Ramp, sufficient replacement parking would be provided to meet the reasonable needs of the Church; and

WHEREAS, due to changes with respect to the equipment used to regulate use of the Ramp, the City and the Church, as successor in interest to First Church with respect to the Church Property, wish to amend and restate the Original Parking Agreement in its entirety as set forth in this Agreement; and

WHEREAS, the purpose of this Agreement is to amend and restate the Original Parking Agreement in its entirety to document the terms and conditions of the Church's use of the Ramp.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties agree as follows:

ARTICLE I  
DEFINITIONS

The following terms shall have the meanings ascribed to them below:

A. Church Activities: collectively, (i) the business of the Church's congregation occurring on the Church Property; and (ii) events and activities occurring on the Church Property (defined below) organized and/or permitted by the Church, during the times and dates when such events or activities are occurring.

B. Church Property: the property in St. Louis County, Minnesota and legally described as Lots 50, 52 and 54, EAST SECOND STREET, DULUTH PROPER FIRST DIVISION.

C. Church Representative: the President of the Church or such other person designated from time to time in writing by the President of the Church to act on behalf of the Church for the purposes of this Agreement.

D. Manager: the City's Manager of Parking Services, or their designee, or such other employee of the City as shall be designated from time to time in writing by the City's City Administrator.

E. Property: the property in St. Louis County, Minnesota legally described on the attached Exhibit A.

F. Regular Users: collectively, (i) persons engaged in Church Activities and formally recognized as members of the Church by the Church; and (ii) persons invited by the Church to participate in Church Activities.

ARTICLE II  
ENTIRE AGREEMENT AND PURPOSE

A. Entire Agreement and Memorandum. This Agreement, including the exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof. This Agreement amends, restates and replaces the Original Parking Agreement in its entirety. The parties shall sign the Memorandum of

Agreement attached as Exhibit B and, at the City's discretion, the City may record the Memorandum of Agreement in the St. Louis County real estate records at the City's expense.

B. Purpose. The purpose of this Agreement is to document the terms and conditions on which the Church may use parking spaces in the Ramp sufficient to meet the Church's legitimate need to provide parking to Regular Users while involved in Church Activities. The intent of the parties is to allow use of the Ramp pursuant to this Agreement only by Regular Users for purposes related to Church Activities. The parties acknowledge that the Church's use of the Ramp can be reasonably expected to fluctuate with the passage of time and the changing needs of the Church.

### ARTICLE III

#### RESERVED PARKING SPACES

The City shall mark up to a maximum of forty-seven spaces in the Ramp as reserved for use only by Regular Users for Church Activities (the "Reserved Parking Spaces"). The exact number of Reserved Parking Spaces shall vary from time to time based on a schedule developed by the Church Representative and the Manager, which shall be based on a schedule of Church Activities. The goal of the schedule developed by the Church Representative and the Manager shall be to meet the parking needs of the Church, while minimizing the number of Reserved Parking Spaces. In the event that, on any day, the City determines that Regular Users have occupied more than the Reserved Parking Spaces designated at any one time, the Manager shall have the right to charge the Church for such excess use at the Ramp's established hourly rate for use of each such space. The Manager shall invoice the Church for such use, along with supporting documentation, on a monthly basis and the Church shall promptly pay the City for such use. The Church shall be solely responsible for insuring that the Reserved Parking Spaces are used only by Regular Users in conjunction with Church Activities. The Church shall pay the City at the prevailing rates for use of the Ramp for all parking that does not meet the requirements of this Agreement.

### ARTICLE IV

#### TERM

The term of this Agreement shall be deemed to commence on the date when the Manager notifies the Church Representative in writing that the Ramp is available

for use for vehicular parking by Regular Users and shall continue until the earliest of the following events, at which time this Agreement shall automatically terminate:

- (i) the Ramp is permanently closed for parking or is demolished by the City or by a successor in interest of the City;
- (ii) the Church, or a successor in interest to the Church, ceases to use the Church Property principally for the operation of a recognized religious organizational purpose;
- (iii) this Agreement is terminated for any reason.

## ARTICLE V

### AGREEMENT MODIFICATIONS

A. Use Modifications. It is acknowledged and understood between the parties that the Church's needs as to use of the Ramp to support Church Activities over time may decrease as Church Activities and participation by Regular Users changes. If either party determines that the demand for parking generated by Church Activities has declined to a level resulting in an excessive number of Reserved Parking Spaces, that party may request a modification to this Agreement to decrease the maximum number of Reserved Parking Spaces. In the event of such a request, the Manager and the Church Representative shall meet and negotiate in good faith regarding the maximum number of Reserved Parking Spaces needed to accurately reflect the actual parking needs of the Church to accommodate Church Activities, while minimizing the number of Reserved Parking Spaces. In the event the parties agree to decrease the number of Reserved Parking Spaces, this Agreement shall be amended by written agreement of the parties.

B. Equipment Modifications. It is acknowledged and understood between the parties that (i) the terms of this Agreement are based on existing parking ramp equipment; (ii) such equipment can reasonably be expected to change over time; and (iii) certain equipment in the Ramp will at some point become physically or functionally obsolete and will need to be replaced. The City shall have the right to replace the Ramp's equipment from time to time as it sees fit. In the event that replacement of the Ramp's equipment renders any of the terms or conditions of this Agreement to no longer be practically applicable to the Church's use of the Ramp, the Manager and the Church Representative shall meet and negotiate in good faith regarding modifications to this Agreement compatible with the new equipment. Any modifications to this Agreement shall be documented by a written amendment to this Agreement.

## ARTICLE VI

### OPERATING COVENENTS

In its use of the Ramp, the Church agrees for itself and its Regular Users that it will:

(i) Only permit use of the Reserved Parking Spaces by Regular Users for Church Activities and only during times when Regular Users are engaged in Church Activities.

(ii) Require Regular Users to park only within the Reserved Parking Spaces (unless paying standard rates to use the Ramp) and remove and properly dispose of any trash or debris brought into the Ramp by the Church or its Regular Users.

(iii) Obey all laws, rules, regulations and ordinances of the government of the United States of America, the State of Minnesota and the City of Duluth applicable to the use of the Ramp.

(iv) Upon the request of the Manager so that they may investigate for suspected fraud, abuse or violation of this Agreement, provide a report of all Church Activities that have occurred at the Church in any preceding month requested by the Manager along with the number of persons attending each Church Activity. The Church shall have the burden of establishing, to the reasonable satisfaction of the Manager, that such numbers are as accurate as is practically possible based on the best available evidence.

(v) Pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of the Church's use of the Ramp, including personal property, real property and sales taxes, if applicable. It is further agreed that the City, in the City's sole discretion, may pay the same on behalf of the Church and immediately collect the same from the Church. The Church shall collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and shall file all required reports and forms in proper form related thereto on or before their due date.

## ARTICLE VII

### ASSIGNMENT OR TRANSFER

The Church shall not assign, transfer, sell, convey, subgrant, lease or in any other way grant or convey this Agreement or the Church's rights hereunder without

the prior written consent of the Manager, which consent shall be in the sole discretion of the Manager. In the event the Church Property ceases to be used by a regularly recognized religious organization for the purpose of regular worship services and related activities this Agreement shall terminate as set forth in Article IV above.

## ARTICLE VIII

### DEFAULT AND REMEDIES

A. Default by City. The following shall constitute defaults on the part of the City:

1. Failure to provide the required number of Reserved Parking Spaces.
2. Failure to permit the Church and its Regular Users to park in the Ramp as herein provided for.
3. Failure to perform any other obligation of the City under this Agreement.

B. Default by Church. The following shall constitute defaults on the part of the Church:

1. Allowing Reserved Parking Spaces to be used in violation of this Agreement.
2. Failure to perform any other obligation of the Church under this Agreement.

C. Remedies. In the event of any default under this Agreement, the non-defaulting party may send notice of default to the defaulting party as set forth in Article X giving the defaulting party notice of the default and demanding cure thereof. Upon the giving of such notice the defaulting party shall have thirty (30) days in which to cure said default. If the defaulting party fails to cure the default, the non-defaulting party shall have the right to: (i) declaratory or injunctive relief, (ii) terminate this Agreement and (iii) damages for damages actually incurred by it resulting from such default. In addition, in the event that the Church defaults under Article VIII, Paragraph B, subparagraph 1. on more than two (2) occasions within any one calendar year, the City shall have the right to terminate this Agreement by written notice to the Church, in which event the Church shall have no further rights hereunder.

ARTICLE IX  
RUNS WITH THE LAND

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, subject to the termination provision set forth in Article IV above. This Agreement shall benefit the Church Property and encumber the Property.

ARTICLE X  
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: Manager of Parking Services  
  402 City Hall  
  411 West First Street  
  Duluth, MN 55802

In the case of the Church:   Hermantown Community Church of the Assemblies of  
  God  
  300 East 2<sup>nd</sup> Street  
  Duluth, MN 55802

ARTICLE XI  
DISCLAIMER OF RELATIONSHIPS

The Church acknowledges that nothing contained in this Agreement nor any act by the City or the Church shall be deemed or construed by the Church or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Church.

ARTICLE XII  
APPLICABLE LAW

This Agreement together with all of its articles, paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Duluth, Minnesota.

ARTICLE XIII  
JUDICIAL INTERPRETATION

Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

ARTICLE XIV  
TITLE OF ARTICLES

Any title, articles and paragraphs in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

ARTICLE XV  
SEVERABILITY

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

ARTICLE XVI  
UNAVOIDABLE DELAYS

Neither party shall be held responsible for, and neither party shall be in considered in default of this Agreement as a result of, delay or default caused by fire, riot, acts of God, war, government actions, judicial actions by third parties, strikes or embargoes, or adverse weather conditions, except for delays caused by government and judicial actions which could have been avoided by compliance with publicly available laws, rules and regulations of which either party had knowledge or should have reasonably had knowledge.

ARTICLE XVII  
AMENDMENTS

Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed this Agreement or their successors in office.

ARTICLE XVIII  
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.

ARTICLE XVIII  
ATTORNEY'S FEES

In the event that the Church is in default of any of the terms and conditions of this Agreement and the City shall successfully take legal action to enforce said rights herein, in addition to the foregoing, the City shall be entitled to reimbursement for its reasonable attorneys' fees and costs and otherwise for its costs and disbursements occasioned in enforcing its rights hereunder. In the event the City is in default of any of the terms and conditions of this Agreement, and the Church shall successfully take legal action to enforce said rights herein, in addition to any other right or remedy, the Church shall be entitled to reimbursement for its reasonable attorney's fees and costs and otherwise for its costs and disbursements occasioned in enforcing its rights hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

CITY OF DULUTH

HERMANTOWN COMMUNITY  
CHURCH OF THE ASSEMBLIES  
OF GOD

By \_\_\_\_\_  
Roger J. Reinart  
Its Mayor

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

Attest:

By \_\_\_\_\_  
Its City Clerk  
Date: \_\_\_\_\_

Countersigned:

Approved:

\_\_\_\_\_  
Auditor

\_\_\_\_\_  
City Attorney

## EXHIBIT A

### Parcel I

Lots 4 and 5, Block 28, PORTLAND DIVISION, including East half Lot 51 and West half of Lot 53, EAST FIRST STREET, DULUTH PROPER, FIRST DIVISION, except Northerly Fifty feet (50'), St. Louis County, Minnesota.

### Parcel II

Lot One (1) in Block Twenty-eight (28), PORTLAND DIVISION OF DULUTH, St. Louis County, Minnesota.

### Parcel III

Lot 2 Block 28 PORTLAND DIVISION OF DULUTH and Lot 49, EXCEPT the N'ly 50 feet thereof, EAST FIRST STREET, DULUTH PROPER FIRST DIVISION, St. Louis County, Minnesota.

### Parcel IV

Lot 3 Block 28 PORTLAND DIVISION OF DULUTH and All of that part of Lot 51 EAST FIRST STREET, DULUTH PROPER, FIRST DIVISION, that lies between the W'ly line of said Lot 51 and a parallel line thereto and 25 feet distant therefrom, EXCEPT the W'ly 15 feet of the N'ly 50 feet thereof, St. Louis County, Minnesota.

### Parcel V

N'ly 50 feet of Lot 49 EAST FIRST STREET, DULUTH PROPER FIRST DIVISION and W'ly 15 feet of the N'ly 50 feet of Lot 51 EAST FIRST STREET, DULUTH PROPER FIRST DIVISION, St. Louis County, Minnesota.

### Parcel 1

That part of Lots Four (4) and Five (5), Block Twenty-eight (28), Portland Division of Duluth, and the East Half of Lot Fifty-one (51) and the West Half of Lot Fifty-three (53), East First Street, DULUTH PROPER FIRST DIVISION, lying North of a line drawn parallel with and Ninety (90) feet North of North line of First Street, according to the recorded plat thereof on file and of record in the Office of the St Louis County Recorder, including that portion of the alley abutting thereof, vacated by the City of Duluth by its Resolution dated October 1, 1888, recorded October 12, 1888 in Book C of Miscellaneous, page 590.

Parcel 2

Lot Six (6), Block Twenty-Eight (28) PORTLAND DIVISION OF DULUTH, and East Half of Lot Fifty-Three (53), East First Street, DULUTH PROPER, FIRST DIVISION, according to the recorded plats thereof, St. Louis County MN, including that portion of the alley abutting thereof, vacated by the City of Duluth by its Resolution dated October 1, 1888, recorded October 12, 1888 in Book C of Miscellaneous, page 590.

Parcel 3

LOT 8, BLOCK 28 PORTLAND DIVISION OF DULUTH, St. Louis County, Minnesota.

AND

Lot 55 EAST FIRST STREET, DULUTH PROPER FIRST DIVISION

Lot 7 Block 28 PORTLAND DIVISION OF DULUTH, St. Louis County, Minnesota.

Parcel 4

Lot nine (9), Block twenty-eight (28), PORTLAND DIVISION OF DULUTH, 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 portion of the alley abutting thereof, vacated by the City of Duluth by its Resolution dated October 1, 1888, recorded October 12, 1888 in Book C of Miscellaneous, page 590.

Parcel 5

Lots 10 and 11, Block 28, PORTLAND DIVISION OF DULUTH, including that portion of the alley abutting thereof, vacated by the City of Duluth by its Resolution dated October 1, 1888, recorded October 12, 1888 in Book C of Miscellaneous, page 590, St. Louis County, Minnesota.

Parcel 6

Lot Twelve (12) and the Southerly 90 feet of Westerly 2 1/2 feet of Lot Thirteen (13), Block Twenty-eight (28), PORTLAND DIVISION OF DULUTH, according to the plat thereof on file and of record in the office of the County Recorder of St. Louis County, Minnesota, including that portion of the alley abutting thereof, vacated by the City of Duluth by its Resolution dated October 1, 1888, recorded October 12, 1888 in Book C of Miscellaneous, page 590.

Parcel 7

Lot Thirteen (13) EXCEPT the Southerly 90 feet of the Westerly 2 1/2 feet thereof, and all of Lots Fourteen (14), Fifteen (15), Block Twenty-eight (28), PORTLAND DIVISION OF DULUTH, according to the recorded plat thereof.

Parcel 8

*Intentionally omitted*

Parcel 9

Lot Sixteen (16), Block Twenty-eight (28), PORTLAND DIVISION OF DULUTH, according to the recorded plat thereof.

# EXHIBIT B

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this “Memorandum”) is by and between the CITY OF DULUTH, a municipal corporation and political subdivision under the laws of the State of Minnesota (the “City”) and HERMANTOWN COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD, a non-profit corporation under the laws of the State of Minnesota (the “Church”).

1. This Memorandum of Agreement is executed and recorded for the purpose of giving notice of an agreement between the City and the Church dated \_\_\_\_\_, 2026 (the “Agreement”) relating to the Church’s use of a maximum of 47 reserved parking spaces within the City-owned parking ramp (the “Ramp”) located on land in St. Louis County, Minnesota and legally described on the attached Exhibit A. The Agreement runs with the land and benefits the land located in St. Louis County, Minnesota and legally described on the attached Exhibit B (the “Church Property”).

2. The term of the Agreement continues until the earliest of the following events, at which time the Agreement shall automatically terminate:

(i) the Ramp is permanently closed for parking or is demolished by the City or by a successor in interest of the City;

(ii) the Church, or a successor in interest to the Church, ceases to use the Church Property principally for the operation of a recognized religious organizational purpose;

(iii) the Agreement is terminated for any reason.

3. The Ramp can only be used by the Church pursuant to the Agreement as expressly permitted in the Agreement. This Memorandum is in no way intended to supersede or vary the terms or conditions of the Agreement. Nothing contained in this Memorandum shall be construed to amend, modify, change, alter, amplify, interpret, or supersede any of the terms or provisions set forth in the Agreement.

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

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

CITY OF DULUTH

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

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

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

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by Roger J. Reinert, the Mayor of the City of Duluth, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota.

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

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

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by \_\_\_\_\_, the City Clerk of the City of Duluth, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota.

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

HERMANTOWN COMMUNITY CHURCH OF  
THE ASSEMBLIES OF GOD

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

Its: \_\_\_\_\_

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

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
202\_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of the HERMANTOWN  
COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD, a nonprofit corporation created and  
existing under the laws of the State of Minnesota.

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

This memorandum was drafted by:  
City of Duluth  
City Attorney's Office  
411 W. First St.  
Duluth, MN 55802

## EXHIBIT A TO MEMORANDUM

### LEGAL DESCRIPTION FOR THE RAMP PROPERTY

#### Parcel I

Lots 4 and 5, Block 28, PORTLAND DIVISION, including East half Lot 51 and West half of Lot 53, EAST FIRST STREET, DULUTH PROPER, FIRST DIVISION, except Northerly Fifty feet (50'), St. Louis County, Minnesota.

#### Parcel II

Lot One (1) in Block Twenty-eight (28), PORTLAND DIVISION OF DULUTH, St. Louis County, Minnesota.

#### Parcel III

Lot 2 Block 28 PORTLAND DIVISION OF DULUTH and Lot 49, EXCEPT the N'ly 50 feet thereof, EAST FIRST STREET, DULUTH PROPER FIRST DIVISION, St. Louis County, Minnesota.

#### Parcel IV

Lot 3 Block 28 PORTLAND DIVISION OF DULUTH and All of that part of Lot 51 EAST FIRST STREET, DULUTH PROPER, FIRST DIVISION, that lies between the W'ly line of said Lot 51 and a parallel line thereto and 25 feet distant therefrom, EXCEPT the W'ly 15 feet of the N'ly 50 feet thereof, St. Louis County, Minnesota.

#### Parcel V

N'ly 50 feet of Lot 49 EAST FIRST STREET, DULUTH PROPER FIRST DIVISION and W'ly 15 feet of the N'ly 50 feet of Lot 51 EAST FIRST STREET, DULUTH PROPER FIRST DIVISION, St. Louis County, Minnesota.

#### Parcel 1

That part of Lots Four (4) and Five (5), Block Twenty-eight (28), Portland Division of Duluth, and the East Half of Lot Fifty-one (51) and the West Half of Lot Fifty-three (53), East First Street, DULUTH PROPER FIRST DIVISION, lying North of a line drawn parallel with and Ninety (90) feet North of North line of First Street, according to the recorded plat thereof on file and of record in the Office of the St Louis County Recorder, including that portion of the alley abutting thereof, vacated by the City of Duluth by its Resolution dated October 1, 1888, recorded October 12, 1888 in Book C of Miscellaneous, page 590.

#### Parcel 2

Lot Six (6), Block Twenty-Eight (28) PORTLAND DIVISION OF DULUTH, and East Half of Lot Fifty-Three (53), East First Street, DULUTH PROPER, FIRST DIVISION, according to the recorded plats thereof, St. Louis County MN, including that portion of the alley abutting thereof,

vacated by the City of Duluth by its Resolution dated October 1, 1888, recorded October 12, 1888 in Book C of Miscellaneous, page 590.

Parcel 3

LOT 8, BLOCK 28 PORTLAND DIVISION OF DULUTH, St. Louis County, Minnesota.

AND

Lot 55 EAST FIRST STREET, DULUTH PROPER FIRST DIVISION

Lot 7 Block 28 PORTLAND DIVISION OF DULUTH, St. Louis County, Minnesota.

Parcel 4

Lot nine (9), Block twenty-eight (28), PORTLAND DIVISION OF DULUTH, 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 portion of the alley abutting thereof, vacated by the City of Duluth by its Resolution dated October 1, 1888, recorded October 12, 1888 in Book C of Miscellaneous, page 590.

Parcel 5

Lots 10 and 11, Block 28, PORTLAND DIVISION OF DULUTH, including that portion of the alley abutting thereof, vacated by the City of Duluth by its Resolution dated October 1, 1888, recorded October 12, 1888 in Book C of Miscellaneous, page 590, St. Louis County, Minnesota.

Parcel 6

Lot Twelve (12) and the Southerly 90 feet of Westerly 2 1/2 feet of Lot Thirteen (13), Block Twenty-eight (28), PORTLAND DIVISION OF DULUTH, according to the plat thereof on file and of record in the office of the County Recorder of St. Louis County, Minnesota, including that portion of the alley abutting thereof, vacated by the City of Duluth by its Resolution dated October 1, 1888, recorded October 12, 1888 in Book C of Miscellaneous, page 590.

Parcel 7

Lot Thirteen (13) EXCEPT the Southerly 90 feet of the Westerly 2 1/2 feet thereof, and all of Lots Fourteen (14), Fifteen (15), Block Twenty-eight (28), PORTLAND DIVISION OF DULUTH, according to the recorded plat thereof.

Parcel 8

*Intentionally omitted*

Parcel 9

Lot Sixteen (16), Block Twenty-eight (28), PORTLAND DIVISION OF DULUTH, according to the recorded plat thereof.

**EXHIBIT B TO MEMORANDUM**

LEGAL DESCRIPTION OF THE CHURCH PROPERTY

Lots 50, 52 and 54, EAST SECOND STREET, DULUTH PROPER FIRST DIVISION