

EXHIBIT 5

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is made as of _____, 2025 (the “Effective Date”) by and between the CITY OF DULUTH, a Minnesota municipal corporation and political subdivision created and existing under the laws of the State of Minnesota (the “City”) and PARK HILL CEMETERY ASSOCIATION, a Minnesota corporation (“Park Hill”).

RECITALS

A. The City is the owner of real property in Duluth, St. Louis County, Minnesota legally described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the “**City Property**”).

B. Park Hill is the owner of real property in Duluth, St. Louis County, Minnesota legally described on the attached **Exhibit C** and depicted on the attached **Exhibit D** (the “**Park Hill Property**”).

C. Park Hill desires to convey the Park Hill Property to the City in exchange for a conveyance of the City Property to Park Hill on the terms and conditions set forth in this Agreement.

D. The City wishes to convey the City Property to Park Hill in exchange for a conveyance of the Park Hill Property to the City 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 Park Hill agree as follows:

I. Consideration and Closing.

A. Subject to compliance with the terms and conditions of this Agreement, Park Hill shall convey the Park Hill Property to the City in consideration for the City’s conveyance of the City Property to Park Hill.

B. The closing on the transaction (the “**Closing**”) shall occur on or before March 15, 2026 (the “**Closing Date**”) at such time and 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; and (iii) except as expressly set forth in this Agreement, the parties shall have no further obligations to one another pursuant to this Agreement.

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

D. The City shall deliver possession of the City Property to Park Hill on the Closing Date. Park Hill 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 Park Hill, in substantially the form of the Minnesota Uniform Conveyancing Blank Form 10.3.5 (the “**City Deed**”);

2. A certified copy of all ordinances and/or resolutions approved in connection with or required under this Agreement;

3. Documents in recordable form releasing a portion of the City Property (collectively, the “**Releases**”) from the encumbrances set forth in the following:

a. Notice of Funding Restriction dated July 24, 2024, registered with the Office of the St. Louis County Registrar of Titles on July 31, 2024 as Document No. 1081591 (“**Restrictive Covenant #1**”);

b. Notice of Funding Restrictions dated July 24, 2024, registered with the Office of the St. Louis County Registrar of Titles on July 31, 2024 as Document No. 1081592 (“**Restrictive Covenant #2**”); and

c. Declaration of Restrictive Covenant dated July 24, 2024, registered with the Office of the St. Louis County Registrar of Titles on July 31, 2024 as Document No. 1081593 (“**Restrictive Covenant #3**”).

Restrictive Covenant #1, Restrictive Covenant #2, and Restrictive Covenant #3 are collectively referred to in this Agreement as the “**Restrictive Covenants**.” The portion of the City Property affected by the Restrictive Covenants and subject to the Releases is legally described on the attached Exhibit E and depicted on the attached Exhibit F.

4. All other documents required by this Agreement to effectuate the provisions of this Agreement.

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

1. A deed conveying the Park Hill Property to the City, in substantially the form of the Minnesota Uniform Conveyancing Blank Form 10.3.5 (the “**Park Hill Deed**”);

2. All other documents required by this Agreement to effectuate the provisions of this Agreement.

II. Title.

A. The City shall conduct its own due diligence in relation to the condition of title to the Park Hill Property (the “City’s Due Diligence”). Park Hill shall convey marketable title to the Park Hill Property to the City subject only to the following title exceptions (collectively, the “Permitted Encumbrances”):

1. Reservations of minerals or mineral rights by the State of Minnesota, if any;
2. Building and zoning laws, ordinances, state and federal regulations;
3. Any other matters consented to by the City in writing and any title defects objected to by the City and subsequently waived by the City pursuant to the process set forth below (in the event the City does not object to any title defects pursuant to the process set forth below, the City shall be deemed to accept title subject to all easements and restrictions of record).

In the event the City’s Due Diligence reflects that title to the Park Hill 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 Park Hill no less than 30 days before the Closing Date. At Park Hill’s election, Park Hill 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 Park Hill agrees to fix the title defects, Park Hill shall fix the title defects and the parties shall proceed to the Closing subject to the terms and conditions of this Agreement. If Park Hill 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 Park Hill; or (ii) waive its objections and proceed to the Closing. Notwithstanding the above, any mortgages, liens or money judgements against the Park Hill Property shall automatically be deemed unacceptable by the City without need for written objection, and shall be satisfied in full by Park Hill on or before the Closing.

B. Park Hill shall conduct its own due diligence in relation to the condition of title to the City Property (“Park Hill’s Due Diligence”). City shall convey marketable title to the City Property to Park Hill subject only to the following title exceptions (collectively, the “Permitted Encumbrances”):

1. Reservations of minerals or mineral rights by the State of Minnesota, if any;
2. Building and zoning laws, ordinances, state and federal regulations;
3. Any other matters consented to by Park Hill in writing and any title defects objected to by Park Hill and subsequently waived by Park Hill pursuant to the process set forth below (in the event Park Hill does not object to any title defects pursuant to the process set forth below, Park Hill shall be deemed to accept title subject to all easements and restrictions of record).

In the event Park Hill’s Due Diligence reflects that title to the City Property is not in a condition that is acceptable to Park Hill, Park Hill may object to the title defects by specifying its objections in writing to the City no less than 30 days before the Closing Date. 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 Park Hill within 14 days of receipt of Park Hill'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, Park Hill may (i) terminate this Agreement by delivering written notice of termination to the City; or (ii) waive its objections and proceed to the Closing. Notwithstanding the above, the Restrictive Covenants shall automatically be deemed unacceptable by Park Hill without need for written objection, and shall be satisfied in full by the City on or before the Closing.

III. Contingencies.

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

1. Due Diligence Inspection. The City may require and/or conduct inspections, tests, and studies with respect to the physical and environmental condition of the Park Hill Property. The City and its consultants, agents, engineers, inspectors, contractors, and employees must be given reasonable access to the Park Hill Property for the purpose of performing such due diligence. If the City determines, in its sole discretion, that the physical or environmental condition of the Park Property is unacceptable to the City, the City may elect to terminate this Agreement in which case the City shall have no obligation to accept title to the Park Hill Property or to convey the City Property to Park Hill.

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

3. Title. Title to the Park Hill Property shall have been accepted by the City pursuant to the provisions of Section II of this Agreement.

4. 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 Park Hill under the terms and conditions set forth in this Agreement.

5. Subdivision. On or before the Closing Date, the City shall have obtained, to the extent possible, any necessary approvals to subdivide the Park Hill Property and the City Property. Park Hill shall cooperate both before and after the Closing with any applications and procedures necessary to obtain any required approvals, including but not limited to, execution of any necessary documents as owner of the Park Hill Property (before the Closing) and/or the City Property (after the Closing). The City and Park Hill acknowledge that (i) the City Property is currently comprised of two separate tax parcels, (ii) the Park Hill Property is currently comprised of one tax parcel, and (iii) the subdivision approval process will require that the City Property and the Park Hill Property are split into separate tax parcels. Despite this subdivision contingency needing to be waived or satisfied

on or prior to the Closing Date, Park Hill's obligation to cooperate with any subdivision or related requirements of the City of Duluth and/or St. Louis County shall survive the Closing, including but not limited to the combining of tax parcels after the Closing.

6. Release of Restrictive Covenants. The City shall have obtained the Releases from the necessary state and federal agencies. Park Hill shall cooperate with any documents and procedures necessary to obtain any required approvals for the Releases, including but not limited to, execution of any necessary documents as owner of the Park Hill Property. Notwithstanding anything in this Agreement to the contrary, the City may terminate this Agreement in the event that it is unable to obtain the Releases on or before the Closing Date.

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 Park Hill delivered to Park Hill no later than the Closing Date (except subparagraphs III.A. 4, 5, and 6 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 Park Hill (except subparagraphs III.A. 4, 5, and 6 above, which contingencies are not waivable).

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

1. Due Diligence Inspection. Park Hill may require and/or conduct inspections, tests, and studies with respect to the physical and environmental condition of the City Property. Park Hill and its consultants, agents, engineers, inspectors, contractors, and employees must be given reasonable access to the City Property for the purpose of performing such due diligence. If Park Hill determines, in its sole discretion, that the physical or environmental condition of the City Property is unacceptable to Park Hill, Park Hill may elect to terminate this Agreement in which case Park Hill shall have no obligation to accept title to the City Property.

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 Park Hill pursuant to the provisions of Section II of this Agreement.

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 Park Hill by written notice from Park Hill 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 Park Hill and Park Hill 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 Park Hill Property shall be prorated between Park Hill and the City as of the date of the Closing. Park Hill will pay for utilities, if any, serving the City Property both before and after the Closing, as Park Hill is currently using the City Property for its cemetery operations.

B. At or before the Closing, Park Hill shall pay all real estate taxes and special assessments payable therewith and any penalties and interest thereon due and payable with respect to the Park Hill Property in all years prior to the year of Closing, including all deferred taxes attributable to years prior to the year of the Closing. At or before the 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 the Closing, including all deferred taxes attributable to years prior to the year of the Closing. Real estate taxes due and payable in the year of the Closing on the City Property and the Park Hill Property shall be prorated as of the Closing based upon the latest available tax statement (though the parties believe the City Property and the Park Hill Property are currently property tax-exempt). Park Hill 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 Park Hill 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 state deed taxes and/or transfer taxes on the City Deed;
 - b. Any environmental, inspection or other reports obtained by the City;
 - c. All expenses, including recording fees, to correct any title objections to the City Property that the City undertakes pursuant to Section II. above;
 - d. Recording fees for the City Deed, the Releases, and all of the City's resolutions and ordinances;
 - e. Any other item allocated to or assumed by the City in this Agreement; and
 - f. All attorneys' fees and expenses incurred by the City.
2. Park Hill shall pay the cost of:
 - a. All state deed taxes and/or transfer taxes on the Park Hill Deed;
 - b. Any environmental, inspection or other reports obtained by Park Hill;

- c. All expenses, including recording fees, to correct any title objections to the Park Hill Property that Park Hill undertakes pursuant to Section II. above;
- d. Recording fees for recording the Park Hill Deed;
- e. Any other item allocated to or assumed by Park Hill in this Agreement; and
- f. All attorneys' fees and expenses incurred by Park Hill.

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 Park Hill 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 Park Hill, any of its agents, or any other person acting for or on behalf of Park Hill, except as expressly set forth in Section VII. All information, whether written or oral, previously, now, or hereafter made available to the City by Park Hill, its agents, or any other person acting for or on behalf of Park Hill, 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 Park Hill to the City solely as an accommodation, and neither Park Hill 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 Park Hill, 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 Park Hill, or its agents or consultants, except as expressly set forth in Section VII.

B. Park Hill 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 Park Hill 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 Park Hill 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 Park Hill 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. Park Hill agrees that, notwithstanding the fact that Park Hill has received certain

information from the City, or its respective agents or consultants, Park Hill 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 Park Hill. Each of the above representations shall be deemed to have been made as of the Closing Date and shall survive the Closing.

VII. Park Hill Representations.

Park Hill represents the following:

A. Authorization. No consent or authorization from any other person, entity or government agency is required for Park Hill to enter into and perform Park Hill'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 Park Hill is bound.

B. Legal/Other Proceedings. There is no suit, action, legal, administrative or other proceeding or inquiry pending or threatened against Park Hill or the Park Hill Property which could affect Park Hill's ability to enter into and perform Park Hill'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 Park Hill, nor are any such proceedings contemplated by Park Hill.

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

D. Foreign Person. Park Hill 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. Park Hill has no actual knowledge of the following with respect to the Park Hill Property: (1) the presence of a well, underground storage tank or subsurface sewage treatment system; or (2) methamphetamine production on the Park Hill Property.

F. No Human Remains. To Park Hill's knowledge, the Park Hill Property has never been used for burial purposes, and there are not currently any dead buried at the Park Hill 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. Except as expressly set forth in this Agreement, City warrants and acknowledges to and agrees with Park Hill that City is purchasing the Park Hill Property in its "As-Is, Where Is" condition "with all faults" as of the Closing Date and specifically and expressly without any warranties, representations or guarantees, either express or implied, as to its condition, fitness for any particular purpose, merchantability, or any other warranty of any kind, nature, or type whatsoever from or on behalf of Park Hill. Park Hill will continue to maintain the Park Hill Property through the Closing Date.

B. Except as expressly set forth in this Agreement, Park Hill warrants and acknowledges to and agrees with City that Park Hill is purchasing the City Property in its "As-Is, Where Is" condition "with all faults" as of the Closing Date and specifically and expressly without any warranties, representations or guarantees, either express or implied, as to its condition, fitness for any particular purpose, merchantability, or any other warranty of any kind, nature, or type whatsoever from or on behalf of City. Park Hill acknowledges that the City Property has been used for burial purposes and is presently occupied by Park Hill's organic compost site and a portion of Soldier's Rest, a burial space for soldiers within Park Hill Cemetery.

IX. No Assignment.

Neither Park Hill or the City may assign its interest in this Agreement.

X. Additional Documents.

Park Hill 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 their respective properties in the same manner as they are being operated on the date hereof and in accordance with prudent and reasonable standards. Neither party shall execute any contracts, leases, or other agreements regarding their property which extend beyond the Closing Date. Park Hill shall not pledge or transfer any interest in or encumber or permit the encumbrance of the Park Hill Property with any lien, easement, interest or agreement from and after the Effective Date without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion. The City shall not pledge or transfer any interest in or encumber or permit the encumbrance of the City Property with any lien, easement, interest or agreement from and after the Effective Date without the prior written consent of Park Hill, which may be withheld in Park Hill's sole and absolute discretion.

XII. Default.

A. If the City defaults in the performance of its obligations under this Agreement, then Park Hill 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 Park Hill defaults in the performance of Park Hill'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 XII shall survive the Closing and delivery of the City Deed and the Park Hill 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.

XIII. Notices.

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

City

City of Duluth
Attn: City Attorney
411 W. First Street, Room 440
Duluth, MN 55802

Park Hill

Park Hill Cemetery Association
2500 Vermilion Road
Duluth, MN 55803

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

XIV. 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.

XV. Commission.

The City and Park Hill 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 Park Hill 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 Park Hill Deed.

XVI. 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 Park Hill 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 on behalf of the City 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 as of the dates indicated below.

**PARK HILL CEMETERY
ASSOCIATION**

By: _____

Printed Name: _____

Its: _____

Date: _____

By: _____

Printed Name: _____

Its: _____

Date: _____

CITY OF DULUTH

By: _____

Its Mayor

Attest: _____

Its City Clerk

Date Attested: _____

Countersigned:

By: _____

Its Auditor

Approved as to form:

By: _____

Its City Attorney

EXHIBIT A

THAT PART OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SW 1/4 OF NW 1/4) OF SECTION ONE (1), TOWNSHIP FIFTY (50) NORTH, RANGE FOURTEEN (14) WEST OF THE FOURTH PRINCIPAL MERIDIAN LYING (i) NORTHERLY OF A LINE 33.00 FEET SOUTHERLY OF, AND PARALLEL WITH, LINE "A" TO BE DESCRIBED, (ii) EASTERLY OF A LINE 33.00 FEET EASTERLY OF, AND PARALLEL WITH, LINE "B" TO BE DESCRIBED, AND (iii) SOUTHERLY AND WESTERLY OF LINE "C" TO BE DESCRIBED.

LINE "A"

BEGINNING AT A POINT ON THE EAST AND WEST QUARTER LINE OF SAID SECTION 1 DISTANT 503.04 FEET EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 1; THENCE AT A DEFLECTION OF 41 DEGREES 19 MINUTES 30 SECONDS TO THE NORTH, A DISTANCE OF 527.20 FEET TO A POINT; THENCE AT A DEFLECTION OF 29 DEGREES 28 MINUTES 50 SECONDS TO THE RIGHT A DISTANCE OF 413.60 FEET TO A POINT ON THE EAST LINE OF SAID SW 1/4 OF NW 1/4, 433.0 FEET NORTH OF THE SE CORNER OF SAID SW 1/4 OF NW 1/4.

LINE "B"

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SW 1/4 OF NW 1/4, DISTANT 503.77 FEET SOUTH 89 DEGREES 33 MINUTES EAST OF THE SOUTHWEST CORNER OF SAID SW 1/4 OF NW 1/4; THENCE NORTH 13 DEGREES 37 MINUTES EAST, A DISTANCE OF 585.00 FEET AND SAID LINE THERE TERMINATING.

LINE "C"

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SW 1/4 OF NW 1/4, DISTANT 503.77 FEET SOUTH 89 DEGREES 33 MINUTES EAST OF THE SOUTHWEST CORNER OF SAID SW 1/4 OF NW 1/4; THENCE NORTH 13 DEGREES 37 MINUTES EAST, A DISTANCE OF 585.00 FEET TO THE POINT OF BEGINNING OF LINE "C"; THENCE SOUTH 76 DEGREES 23 MINUTES 00 SECONDS EAST, A DISTANCE OF 354.10 FEET; THENCE SOUTH 11 DEGREES 23 MINUTES 40 SECONDS EAST, A DISTANCE OF 153.83 FEET TO A POINT ON A LINE 33.00 FEET SOUTHERLY OF, AND PARALLEL WITH THE AFOREMENTIONED LINE "A" AND SAID LINE THERE TERMINATING.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Paul A. Vogel

Signed



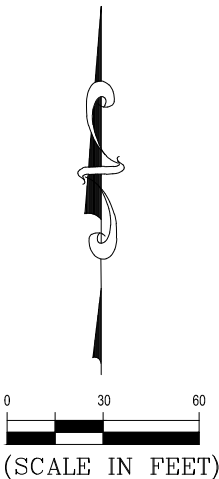
Date 10/16/2025

License No. 44075

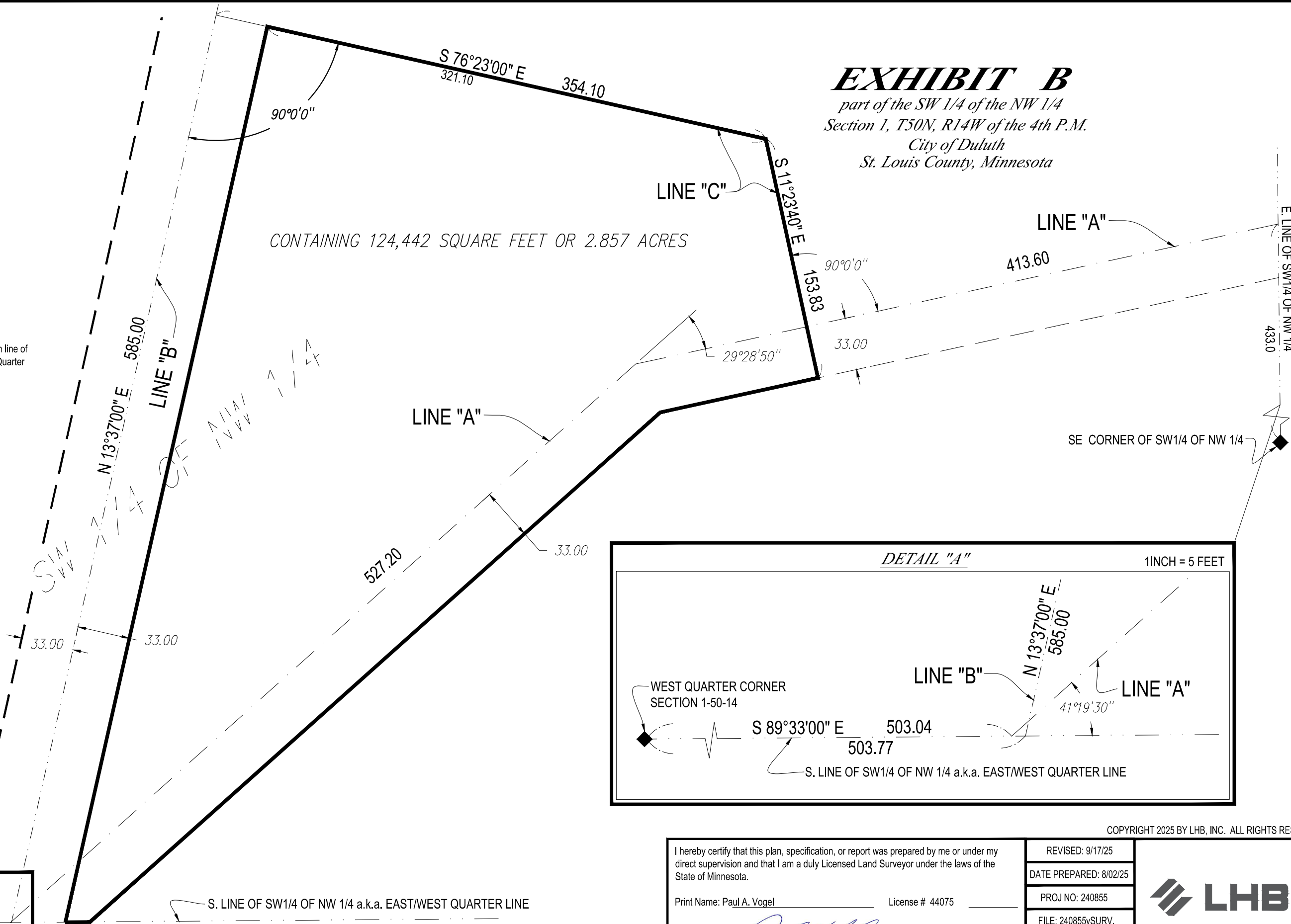
EXHIBIT B

part of the SW 1/4 of the NW 1/4
Section 1, T50N, R14W of the 4th P.M.
City of Duluth
St. Louis County, Minnesota

CONTAINING 124,442 SQUARE FEET OR 2.857 ACRES



Basis of Bearing is assumed with the south line of
the Southwest Quarter of the Northwest Quarter
bearing S 89°33'00" E.

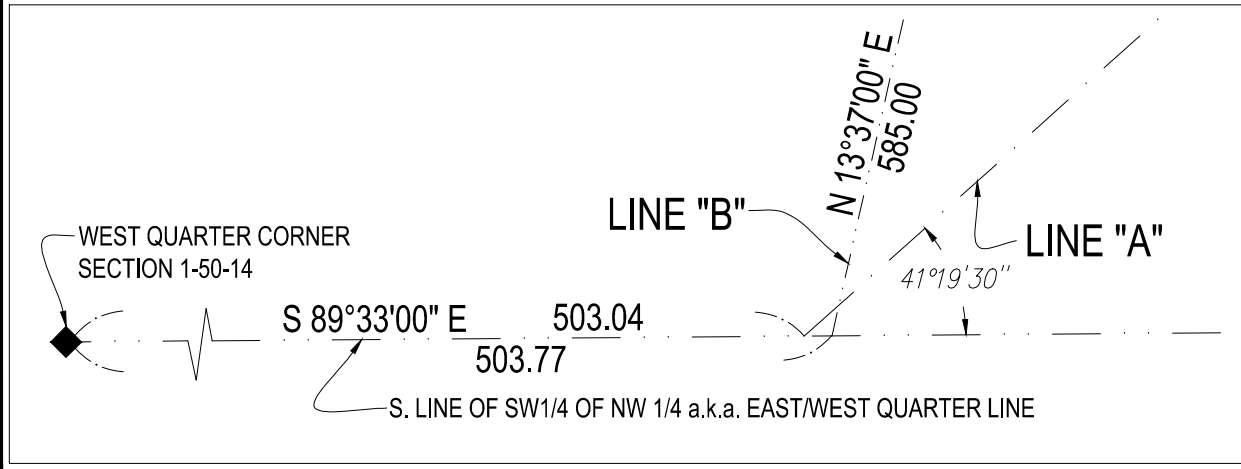


SEE DETAIL "A"

WEST QUARTER CORNER
SECTION 1-50-14

DETAIL "A"

1 INCH = 5 FEET



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I hereby certify that this plan, specification, or report was prepared by me or under my
direct supervision and that I am a duly Licensed Land Surveyor under the laws of the
State of Minnesota.

Print Name: Paul A. Vogel License # 44075

Signature: Date: 9/17/2025

REVISED: 9/17/25

DATE PREPARED: 8/02/25

PROJ NO: 240855

FILE: 240855vSURV.

SHEET 1 of 1 SHEETS



21 W. Superior St., Ste. 500 | Duluth, MN 55802 | 218.727.8446

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EXHIBIT C

THAT PART OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SW 1/4 OF NW 1/4) OF SECTION ONE (1), TOWNSHIP FIFTY (50) NORTH, RANGE FOURTEEN (14) WEST OF THE FOURTH PRINCIPAL MERIDIAN LYING SOUTHERLY OF A LINE 33.00 FEET SOUTHERLY OF, AND PARALLEL WITH, LINE "A" TO BE DESCRIBED AND EASTERLY OF LINE "B" TO BE DESCRIBED.

LINE "A"

BEGINNING AT A POINT ON THE EAST AND WEST QUARTER LINE OF SAID SECTION 1 DISTANT 503.04 FEET EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 1; THENCE AT A DEFLECTION OF 41 DEGREES 19 MINUTES 30 SECONDS TO THE NORTH, A DISTANCE OF 527.20 FEET TO A POINT; THENCE AT A DEFLECTION OF 29 DEGREES 28 MINUTES 50 SECONDS TO THE RIGHT A DISTANCE OF 413.60 FEET TO A POINT ON THE EAST LINE OF SAID SW 1/4 OF NW 1/4, 433.0 FEET NORTH OF THE SE CORNER OF SAID SW 1/4 OF NW 1/4.

LINE "B"

COMMENCING AT A POINT ON THE EAST AND WEST QUARTER LINE OF SAID SECTION 1 DISTANT 503.04 FEET EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 1; THENCE AT A DEFLECTION OF 41 DEGREES 19 MINUTES 30 SECONDS TO THE NORTH, A DISTANCE OF 480.00 FEET TO THE POINT OF BEGINNING OF LINE "B" TO BE DESCRIBED; THENCE AT A DEFLECTION OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE RIGHT A DISTANCE OF 422.06 FEET TO THE SOUTH LINE OF SAID SW 1/4 OF NW 1/4 AND SAID LINE "B" THERE TERMINATING.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Paul A. Vogel

Signed

Date

10/24/2025

License No. 44075

EXHIBIT D

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Print Name: Paul A. Vogel License # 44075

Signature:  Date: 10/24/2025

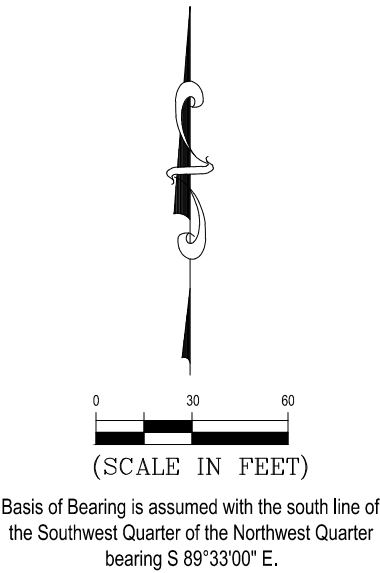
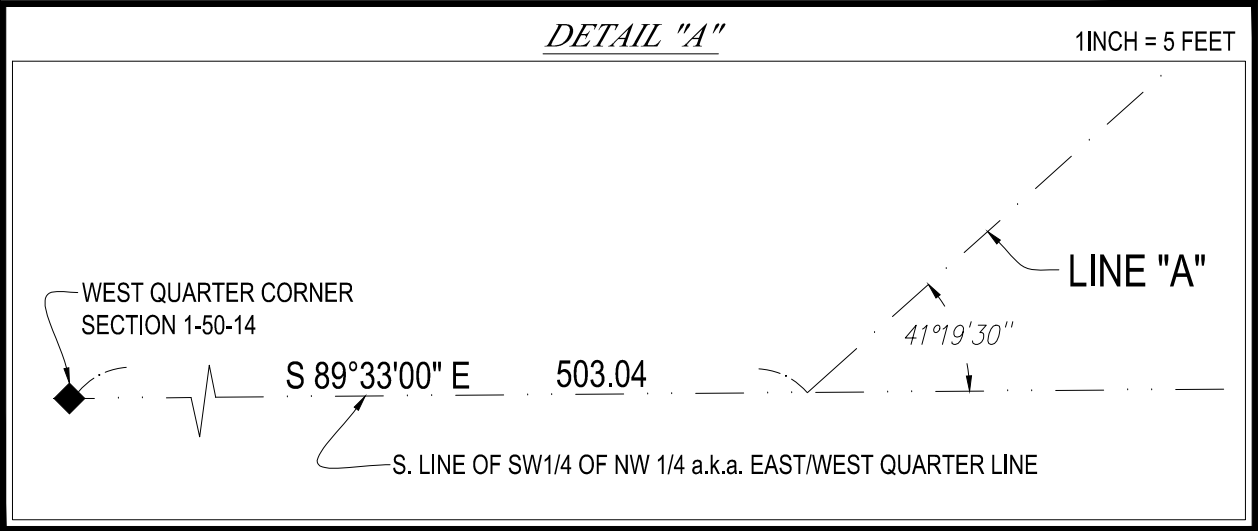
REVISED:
DATE PREPARED: 10/24/25
PROJ NO: 240855
FILE: 240855vSURV-
SHEET 1 of 1 SHEETS



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part of the SW 1/4 of the NW 1/4
Section 1, T50N, R14W of the 4th P.M.
City of Duluth
St. Louis County, Minnesota

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SEE DETAIL "A"

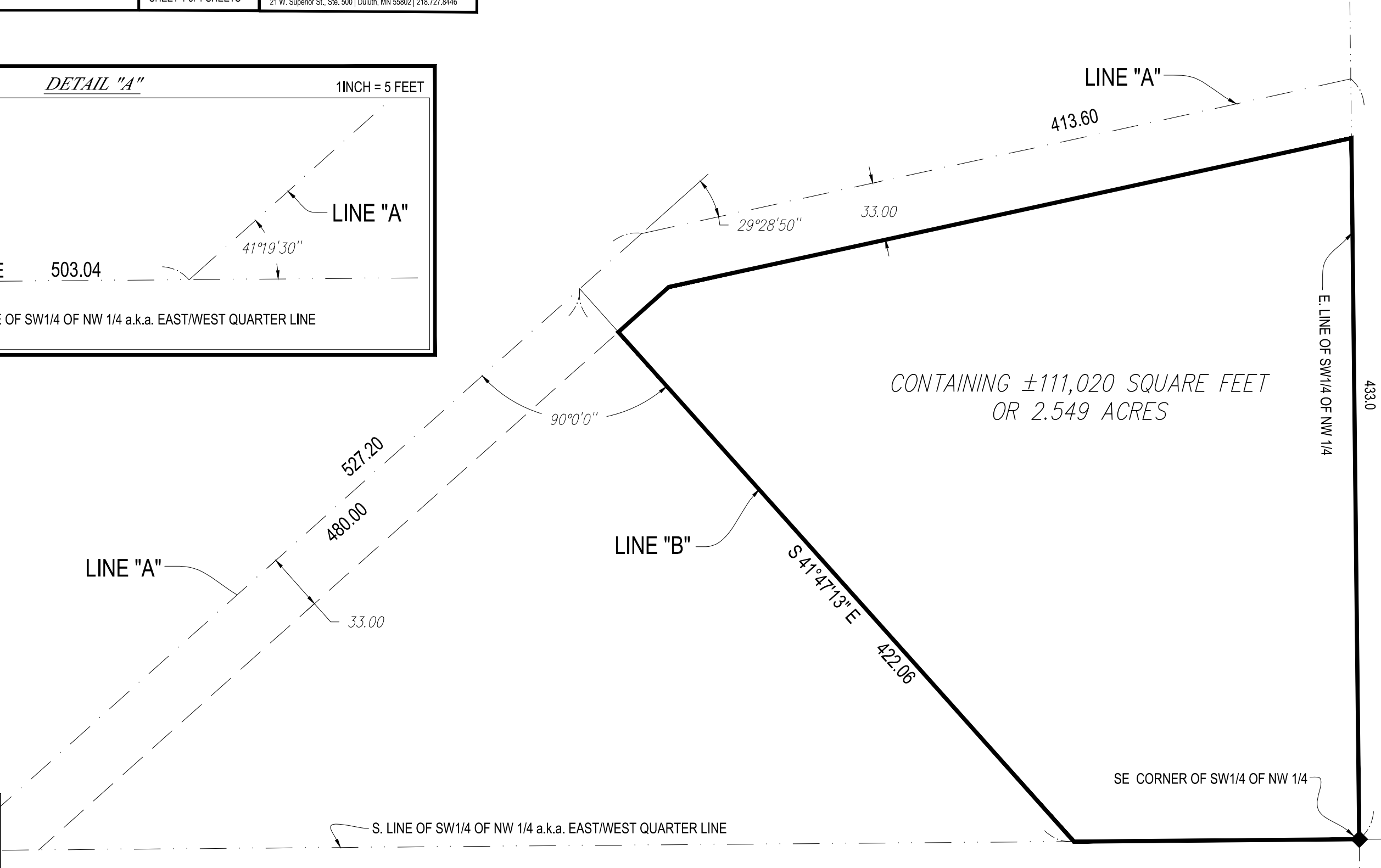
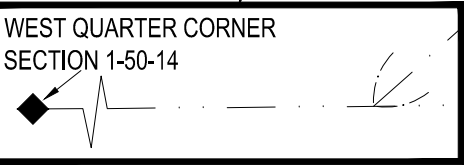


EXHIBIT E

THAT PART OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SW 1/4 OF NW 1/4) OF SECTION ONE (1), TOWNSHIP FIFTY (50) NORTH, RANGE FOURTEEN (14) WEST OF THE FOURTH PRINCIPAL MERIDIAN LYING (i) NORTHERLY OF A LINE 33.00 FEET NORTHERLY OF, AND PARALLEL WITH, LINE "A" TO BE DESCRIBED, (ii) EASTERLY OF A LINE 33.00 FEET EASTERLY OF, AND PARALLEL WITH, LINE "B" TO BE DESCRIBED AND (iii) SOUTHERLY AND WESTERLY OF LINE "C" TO BE DESCRIBED.

LINE "A"

BEGINNING AT A POINT ON THE EAST AND WEST QUARTER LINE OF SAID SECTION 1 DISTANT 503.04 FEET EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 1; THENCE AT A DEFLECTION OF 41 DEGREES 19 MINUTES 30 SECONDS TO THE NORTH, A DISTANCE OF 527.20 FEET TO A POINT; THENCE AT A DEFLECTION OF 29 DEGREES 28 MINUTES 50 SECONDS TO THE RIGHT A DISTANCE OF 413.60 FEET TO A POINT ON THE EAST LINE OF SAID SW 1/4 OF NW 1/4, 433.0 FEET NORTH OF THE SE CORNER OF SAID SW 1/4 OF NW 1/4.

LINE "B"

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SW 1/4 OF NW 1/4, DISTANT 503.77 FEET SOUTH 89 DEGREES 33 MINUTES EAST OF THE SOUTHWEST CORNER OF SAID SW 1/4 OF NW 1/4; THENCE NORTH 13 DEGREES 37 MINUTES EAST, A DISTANCE OF 585.00 FEET AND SAID LINE THERE TERMINATING.

LINE "C"

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SW 1/4 OF NW 1/4 DISTANT 503.77 SOUTH 89 DEGREES 33 MINUTES EAST OF THE SOUTHWEST CORNER OF SAID SW 1/4 OF NW 1/4; THENCE NORTH 13 DEGREES 37 MINUTES EAST, A DISTANCE OF 585 FEET TO THE POINT OF BEGINNING OF LINE "C"; THENCE SOUTH 76 DEGREES 23 MINUTES 00 SECONDS EAST, A DISTANCE OF 354.10 FEET; THENCE SOUTH 11 DEGREES 23 MINUTES 40 SECONDS EAST, A DISTANCE OF 87.83 FEET TO A POINT ON A LINE 33.00 FEET NORTHERLY OF, AND PARALLEL WITH, THE AFOREMENTIONED LINE "A" AND SAID LINE THERE TERMINATING.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Paul A. Vogel

Signed



Date 10/16/2025

License No. 44075

*part of the SW 1/4 of the NW 1/4
Section 1, T50N, R14W of the 4th P.M.
City of Duluth
St. Louis County, Minnesota*

LINE "C"—

LINE "A"

413.60

E. LINE OF SW1/4 OF NW 1/4

SE CORNER OF SW1/4 OF NW 1/4

1 INCH = 5 FEET

LINE "B"-

LINE "A"

S 89°33'00" E 503.04
503.77

— S. LINE OF SW1/4 OF NW 1/4 a.k.a. EAST/WEST QUARTER LINE

WEST QUARTER CORNER
SECTION 1-50-14

— S. LINE OF SW1/4 OF NW 1/4 a.k.a. EAST/WEST QUARTER LINE

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DATE PREPARED: 9/17/25

DATE PREPARED: 8/02/25

Print Name: Paul A. Vogel

License # 44075

PROJ NO: 240855

FILE: 240855vSURV

SHEET 1 of 1 SHEETS

Signature:

Date: 9/17/2025

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