

PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE

14-022-0

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN PROPERTY WITHIN THE CITY OF DULUTH TO WISCONSIN CENTRAL LTD. ("CANADIAN NATIONAL") FOR \$10,500.

CITY PROPOSAL:

The city of Duluth does ordain:

Section 1.

(a) Pursuant to section 2-176(a) of the Duluth City Code, as amended (the "Code"), the City Council stated its intention to sell or convey certain property as set forth in Resolution 14-0175, on file in the office of the city clerk as Public Document No. _____.

(b) Pursuant to Section 2-177.4 of the Code, the city council finds that the conveyance to Wisconsin Central Ltd ("Canadian National") of certain property described in Public Document No. _____ (the "Property") will allow Canadian National to proceed with its Steelton Hill Project which will: 1) provide for the development of new and upgrade of existing tracks as part of its Steelton Hill Project representing a \$30 million dollar investment in rail infrastructure within the city and St. Louis County adding approximately 4.5 miles of new track between Commonwealth Avenue in Gary-New Duluth to I-35 near Nopeming; 2) allow goods to move more efficiently reducing rail congestion in Duluth; 3) allow Canadian National to replace a bridge over Commonwealth Avenue with a bridge compliant with MnDot height clearances allowing industrial truck traffic to access Beck's Road from planned industrial redevelopment at both Atlas Industrial Park and the former USX site; 4) allow Canadian National to replace the Mission Creek recreational trail bridge with a new structure which will allow for an improved bridge foundation and trail surface; and 5) provide construction jobs in the area and result in a positive economic impact to local hotels, restaurants and business.

(c) Pursuant to Section 2-177.4 of the Code, the city council further finds that the conveyance of the Property to Canadian National at market value

will further the important city interests or objectives as set forth in Section 1(b) above, and that such conveyance is necessary to the accomplishment of such interests.

(d) Pursuant to Section 2-176(b) of the Code, the city's planning department has reviewed the proposed sale of the Property for conformity to the city's comprehensive plan and reported that the sale of the Property to Canadian National conforms with said comprehensive plan, on file in the office of the city clerk as Public Document No. _____;

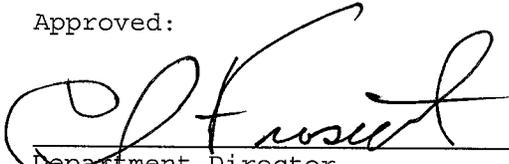
(e) Pursuant to Section 2-176(c) of the Code, the county assessor has provided a written estimate of the market value of the Property to be \$9,800; Canadian National's certified general real estate appraiser has provided a written estimate of the market value of the Property to be \$10,500.

Section 2. That the proper city officials are hereby authorized to execute the Purchase Agreement, substantially in the form of that on file in the office of the city clerk as Public Document No. _____, for the conveyance by quit claim deed and easement agreement of the Property in St. Louis County, Minnesota legally described therein to Canadian National for the sum of \$10,500.00, said sum to be payable into General Fund 110, Department 700, Division 1420, Revenue Source 4640.

Section 3. That the proper city officials are hereby further authorized to execute deeds, easements and all other documents necessary to effectuate the sale of the Property to Developer.

Section 4. That this ordinance shall take effect 30 days after its passage and publication.

Approved:



Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

BD/ATTY JMC:cjh 4/18/2014

STATEMENT OF PURPOSE: The purpose of this ordinance is to authorize the conveyance at market value of certain property to Canadian National for development of new and upgrade of existing tracks as part of its Steelton Hill Project.

CERTIFIED COPY OF RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DULUTH, MINNESOTA

RESOLUTION 14-0175

ADOPTED: APRIL 14, 2014

RESOLVED, Section 2-176 of the Duluth City Code, 1959, as amended, requires that prior to any city-owned property being offered for sale or conveyance the city council shall, by resolution, state its intention to sell or convey such property.

NOW, THEREFORE, BE IT RESOLVED, that the Duluth City Council hereby states its intention to offer for sale or conveyance of a portion of the property in the city of Duluth shown on Public Document No. 14-0414-18.

Resolution 14-0175 was unanimously adopted.

Approved April 14, 2014

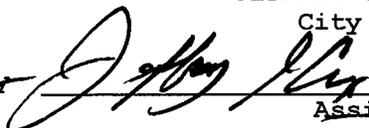
DON NESS, Mayor

I, JEFFREY J. COX, city clerk of the city of Duluth, Minnesota, do hereby certify that I have compared the foregoing resolution passed by the city council on the 14th day of April, 2014, with the original in my custody as city clerk of said city and that the same is a true and correct transcript therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said city of Duluth, this 22nd day of April, 2014.

JEFFREY J. COX

City Clerk

by 
Assistant
CITY OF DULUTH, MINNESOTA

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement"), effective as of the date of attestation by the City Clerk, is between **City of Duluth**, a municipal corporation, whose mailing address is 402 City Hall, 411 W. 1st Street, Duluth, Minnesota, 55802 ("Seller"), and **Wisconsin Central Ltd.**, a Delaware Corporation, whose mailing address is 17641 S. Ashland Avenue, Homewood, Illinois ("Buyer").

1. CONVEYANCE OF PROPERTY

- A. Seller agrees to convey to Buyer by quitclaim deed ("Quitclaim Deed"), and Buyer agrees to take from Seller the real property located in St. Louis County, Minnesota legally described on Exhibit A and depicted on Exhibit B, both of which exhibits are attached hereto and incorporated herein ("Quitclaim Property")
- B. Seller further agrees to quitclaim to Buyer and Buyer agrees to take from Seller by easement agreement ("Easement Agreement") a non-exclusive easement for ingress/egress purposes over, upon and across the real property located in St. Louis County, Minnesota legally described on Exhibit C and depicted on Exhibit D, both of which exhibits are attached hereto and incorporated herein ("Easement Property")
- C. The Easement Property and the Quitclaim Property are hereinafter collectively referred to as the "Property".

2. PURCHASE PRICE

Buyer agrees to pay Seller by certified bank draft at closing the purchase price of Ten Thousand and No/100 Dollars (\$10,000.00) for the Quitclaim Property and Five Hundred and No/100 Dollars (\$500.00) for the Easement Property, for a total amount payable by Buyer to Seller of Ten Thousand Five Hundred and No/100 Dollars (\$10,500.00) payable into General Fund110, Department 700, Division 1420, Revenue Source 4640.

3. REPRESENTATIONS AND WARRANTIES BY SELLER

Seller will not furnish an abstract. The Property is sold "AS-IS", with all faults. Seller makes no representations or warranties, whether express or implied, of any kind whatsoever regarding the Property, including but not limited to warranties or representations as to the quality of title or the physical condition of the Property or its suitability for any particular purpose or use. Seller assumes no obligation to perform any acts or to pay for any expenses incurred in connection with possible title deficiencies except to deliver a properly executed Quitclaim Deed and Easement Agreement in recordable form. This provision shall survive delivery of the Quitclaim Deed and Easement Agreement.

4. BUYER RELIANCE

Buyer agrees that it is experienced in and knowledgeable about the development of real estate and has exclusively relied on its own consultants, advisors, counsel, employees, agents, principals and/or studies, investigations and/or inspections with respect to the Property, its condition, value and potential.

5. INDEPENDENT INVESTIGATION

The conveyance of the Property to Buyer shall constitute Buyer's acknowledgment that it has independently inspected and investigated the Property and has entered into this Agreement based upon such inspection and investigation and its own examination of the condition of the Property. Upon conveyance, Buyer shall assume the risk that adverse matters, including but not limited to adverse physical and environmental conditions. Buyer acknowledges that the suitability or unsuitability of the Property for Buyer's intended use may not have been revealed by Buyer's investigations.

6. CONVEYANCE

On the day of closing, Seller shall deliver to Buyer a properly executed Quitclaim Deed for the Quitclaim Property and a properly executed Easement Agreement for the Easement Property. Seller will not furnish an abstract. Seller provides no warranties regarding title to the Property. Seller assumes no obligation to perform any acts or to pay for any expenses incurred in connection with possible title deficiencies except to deliver a properly executed Quitclaim Deed and Easement Agreement. Buyer shall be responsible for paying all closing costs including but not limited to title evidence, title insurance, title opinion, recording costs and attorney fees, if any.

The conveyance of title to the Property shall be subject to covenants, conditions, restrictions, declarations, easements and encumbrances of record, if any; the reservation of minerals and mineral rights by the State of Minnesota; unpaid real estate taxes and assessments; restrictions related to the use or improvement of the Property without effective forfeiture provision; and any law, ordinance, or governing regulations including but not limited to building and zoning ordinances restricting, regulating or prohibiting the occupancy, use, enjoyment, improvement or subdivision of the property.

7. SELLER'S QUIT CLAIM OF EASEMENT PROPERTY

Seller's quit claim of a non-exclusive easement over, upon and across the Easement Property for ingress/egress purposes shall be subject to the terms and conditions of an Easement Agreement which shall contain, in part, the following provisions:

- a. Buyer agrees that it shall in no way interfere with, obstruct, harm or damage Seller's gas line located on the Easement Property.

b. Buyer shall construct or cause to be constructed at its expense upon the Easement Property such improvements as may be required by the City of Duluth Engineer (the "Engineer"), in her/his sole discretion, to protect the gas pipeline located on the Easement Property (the "Improvements"). The Improvements shall be constructed only after receiving prior written approval of construction plans for the Improvements from the Engineer. The Improvements shall be constructed prior to any and all use by Buyer of the Easement Property except for construction of such Improvements.

c. The Improvements shall be constructed pursuant to the approved plans on or before December 31, 2014, or the Buyer shall be deemed to be in default of the Easement Agreement.

d. Buyer agrees that all of the work of constructing, maintaining or repairing the Improvements shall be done in a good and workmanlike manner with standard equipment, and that after doing any such work, all rubbish, waste, debris, excess equipment and tools shall be cleared away and the Easement Property left in a neat and orderly condition.

e. Buyer agrees that it shall at all times keep the Improvements in good repair and safe condition and so maintain, protect and operate the same that no damage, loss or injury may directly or indirectly result therefrom to Seller, its agents, servants and employees, or any other person(s), and Buyer assumes all risk and liability incident to or resulting from the construction, maintenance and operation of the Improvements. In the event that Buyer shall fail to so maintain or repair any portion of the Easement Property, Seller shall have the right, but not the obligation, to itself perform or have performed said maintenance and to charge Buyer the costs therefor which charge plus an administrative fee of ten percent (10%) Buyer shall be obliged to pay immediately upon invoice therefor.

f. Buyer shall indemnify, defend and hold harmless Seller, its officers, agents, servants, employees from and against all liabilities, losses, damages, costs, expenses, including attorney's fees and expenses, causes of action, suits, claims, demands and judgments of any nature arising from any injury to or death of any person or damage to property in or upon the Easement Property, and on ten (10) days' written notice from Seller, Buyer will appear and defend all claims and lawsuits against Seller growing out of any such injury or damage.

g. In the event that Buyer fails to perform or to comply with any of the terms or conditions of the Easement Agreement, Buyer shall be in default of its obligations under the Easement Agreement and Seller may, at its option, exercise any one or more of the following rights and remedies which shall be deemed to be cumulative and non-exclusive:

(i) Seek and be entitled to monetary damages from Seller, including consequential damages sustained by Seller as a result of a default.

(ii) Seek and be entitled to injunctive and declaratory relief as is necessary to prevent Buyer's violation of the terms and conditions of the Easement Agreement.

(iii) Seek and be entitled to such other legal or equitable relief as a court of competent jurisdiction may be determined to be available to Seller.

h. Seller shall have the right at any and all times, and without notice, to enter the Easement Property for the purpose of maintaining, repairing or replacing the gas line or other of its property located thereon, and in such event, Seller agrees to take adequate precautions for

the safety of persons. In the event that Seller disturbs the Improvements, Seller shall, at its cost, return the Improvements to the condition they were in immediately prior to Seller's disturbance of the same.

8. MISSION CREEK

As additional consideration for the conveyance of the Property and under a separate agreement, Buyer agrees to convey air rights over Buyer's right-of-way in which air rights is constructed a bridge commonly referred to as the Mission Creek Bridge. Buyer has agreed to tear down the current Mission Creek Bridge and replace it with a new bridge built to Minnesota Department of Natural Resources bridge standards, the plans and specifications of which shall be subject to the Engineer's prior written approval. Failure to convey the air rights over Buyer's right-of-way by August 31, 2014, or to construct a new Mission Creek Bridge therein on or before August 31, 2016, shall be deemed to be a default of this Agreement.

9. ENVIRONMENTAL INDEMNIFICATION

Buyer shall indemnify and save Seller, its officers, agents, servants and employees and any person who controls seller within the meaning of the Securities Act of 1933 harmless from and against all liabilities, losses, damages, costs, expenses, including attorney's fees and expenses, causes of action, suits, claims, demands and judgments arising out of any condition existing on the Property, whether pre-existing or after created, which constitutes a violation of any federal, state or local environmental laws, rules or regulations with regard to pollutants or hazardous or dangerous substances or arising out of the presence on the Property of any element, compound, pollutant, contaminant or toxic or hazardous substance, material or waste, or any mixture thereof, which otherwise causes injury or death to person(s) or damage to property. Buyer's indemnification shall include all the costs of clean up; remediation; costs incurred in proceedings before a court of law or an administrative agency including attorney's fees, expenses, and the fees and expenses of persons providing technical expertise addressing such problems, including expert witnesses; the cost of preparing and securing approval of Response Action Plans as may be necessary to meet the requirements of the aforesaid agencies and any other costs and expenses of any kind whatsoever arising out of conditions existing on the Property. Provided, however, that the indemnity provided by Buyer to Seller pursuant to this paragraph is intended to run only to the benefit of Seller and is not intended to, nor shall it, inure to the benefit of any other third party. Further provided, however, that if the Property is conveyed to Buyer and Buyer can prove that the environmental condition which would otherwise give rise to environmental indemnification under this provision existed prior to the conveyance of the Property to Buyer, then Buyer shall not be required to indemnify Seller as set forth in this Paragraph. This provision shall run with the land.

11. CLOSING

This sale shall close on or before August 31, 2014, through an escrow established at Chicago Title Insurance Company, Chicago, Illinois Loop Office. Seller, at closing, shall deliver the Quitclaim Deed and Easement Agreement and any other documents reasonably required by the title company necessary to effectuate the closing. Seller shall prepare the Quitclaim Deed and Easement Agreement. Buyer shall pay all fees related to the conveyance of the Property, including but not limited to fees related to the subdivision of land, filing fees, State deed tax, legal fees and survey fees. Notwithstanding the above, Seller shall pay its own attorney's fees, if applicable.

12. RECORDATION

Immediately upon its execution, Buyer agrees to record this Purchase Agreement in the office of the St. Louis County Recorder and to pay all costs associated therewith. Upon recordation, Buyer shall immediately submit to Seller an executed original of this Agreement showing the date and document numbers of record, or a duly certified copy of the filed original. Immediately upon the delivery by Seller of the Quitclaim Deed and Easement Agreement conveying the Property to Buyer, Buyer agrees to record the Quitclaim Deed and the Easement Agreement in the office of the St. Louis County Recorder and to pay all costs associated therewith. Upon recordation, Buyer shall immediately submit to Seller an executed original of the Quitclaim Deed and Easement Agreement showing the date and document numbers of record, or duly certified copies of the filed originals.

13. TAXES AND ASSESSMENTS

There are no property taxes due or special assessments assessed against the Property. Buyer shall pay all real estate taxes and installments of special assessments assessed against the Property from and after the date of conveyance of the Property to Buyer.

14. REAL ESTATE BROKERS

Seller and Buyer each represent and warrant to the other that this Agreement is made and entered into as a result of direct negotiations between parties without the aid or assistance of any broker or other agent and each of the parties hereby represent and warrants to the other that they have entered into no agreement or made any undertaking of any kind whatsoever as a result of which any claim could properly be brought against the other for any commission, finder's fee or other form of compensation of a similar character as a result of this transaction.

15. NOTICE

All notices provided for herein may be delivered in person or may be mailed in the United States mail to the parties hereto at their addresses first set forth herein. All notices, requests, consents, and other communications hereunder shall be in writing, and mailed by certified mail, return receipt requested to the above stated address or sent via overnight courier and shall be deemed delivered on the actual date received.

16. WELLS

To the knowledge of Seller, there are no wells on the Property.

17. MINNESOTA DATA PRACTICES ACT

All data collected, created, received, maintained or disseminated for any purpose because of this Agreement is governed by the Minnesota Data Practices Act.

18. CHOICE OF LAW

This Agreement shall be construed and interpreted under the laws of the State of Minnesota. The Seller and the Buyer agree that the proper venue with respect to any litigation in connection with this Agreement shall be in State of Minnesota.

19. TIME OF THE ESSENCE

The parties hereto acknowledge that time is of the essence for each time and date specifically set forth in this Agreement. If the closing has not been completed by August 31, 2014, then all terms of this Agreement shall become null and void.

19. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors, and assigns.

20. COUNTERPARTS

This Agreement shall be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement; provided, however, that each of the counterparts shall have been executed by the parties hereto.

21. ENTIRE AGREEMENT, MODIFICATION

This Agreement constitutes the complete Agreement between the parties and-supersedes any prior oral or written agreements between the parties regarding the sale of the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the parties.

IN WITNESS WHEREOF, the parties have set their hands the day and date first shown below.

CITY OF DULUTH

WISCONSIN CENTRAL LTD.

By: _____
Its Mayor

By: _____
Its _____
Printed Name _____

Attest: _____
Its City Clerk
Date: _____

By: _____
Its: _____
Printed Name _____

Countersigned:

By: _____
Its City Auditor

Approved as to form:

By: _____
Its City Attorney

EXHIBIT A

All that part of the north 304.40 feet of the Northwest One-quarter Northwest One-quarter (NW1/4 of the NW1/4) of Section 32, Township 49 North, Range 15 West of the Fourth Principal Meridian lying between two lines 0.00 feet southwesterly of and 70.00 feet southwesterly of the Wisconsin Central Ltd. (f.k.a. Spirit Lake Transfer Company Railway).

AND

All that part of the Northwest One-quarter Northwest One-quarter (NW1/4 of the NW1/4) of Section 32, Township 49 North, Range 15 West of the Fourth Principal Meridian lying between two lines 0.00 feet southwesterly of and 40.00 feet southwesterly of the Wisconsin Central Ltd. (f.k.a. Spirit Lake Transfer Company Railway) except the north 304.40 feet thereof.

AND

All that part of the Northwest One-quarter Northwest One-quarter (NW1/4 of the NW1/4) of Section 32, Township 49 North, Range 15 West of the Fourth Principal Meridian lying between two lines 0.00 feet and 25.00 feet northeasterly of the Wisconsin Central Ltd. (f.k.a. Spirit Lake Transfer Company Railway) described as follows:

Beginning at the intersection of the east line of said NW1/4 of the NW1/4 of said Section 32 and the northeast line of said Wisconsin Central Ltd. (f.k.a. Spirit Lake Transfer Company Railway); thence northeasterly along said northeasterly line 123.00 feet and said line there terminating.

SUBJECT to easements, restrictions or reservations of record, if any.

Containing 44,940 Sq. Feet or 1.032 Acres, more or less.

(PID: 450-0010-04990)

All that part of the Southwest One-quarter of Southwest One-quarter (SW1/4 of the SW1/4) of Section 33, Township 49 North, Range 15 West of the Fourth Principal Meridian lying southwesterly of the Wisconsin Central Ltd. (f.k.a. Spirit Lake Transfer Railway Company) and northeasterly of the Munger Trail (f.k.a. Northern Pacific Railway Company).

SUBJECT to easements, restrictions or reservations of record, if any.

Containing 14,880 Sq. Feet or 0.342 Acres, more or less.

(PID: 450-0010-05200)

All that part of the Northeast One-quarter of the Northeast One-quarter (NE1/4 of the NE1/4) of Section 4, Township 48 North, Range 15 West of the Fourth Principal Meridian lying 15.00 feet southerly of and parallel with the following described line:

Commencing at the Northeast Corner of the Northeast One-quarter Northeast One-quarter (NE1/4 of the NE1/4) of Section 4; thence South 00 degrees 04 minutes 16 seconds East (assumed bearing), a distance of 427.82 feet (Record = 427.89 feet) to a point on the northerly line of the Becks Road as described in Parcel M of Document No. 575958 as recorded in the St. Louis County Minnesota, Office of the County Recorder and as Document No. 567401 in the St. Louis County Minnesota, Registrar of Titles Office; thence southwesterly 69.13 feet along the northerly line of said Parcel M and being a non-tangential curve concave to the the southwest having a radius 1532.40 feet, a central angle of 02 degrees 35 minutes 05 seconds, and a chord bearing South 77 degrees 36 minutes 49 seconds West to the Point of Beginning of the line to be described; thence southwesterly 541.80 feet tangential along said northerly line and being a curve concave to the the southwest having a radius 1532.40 feet, a central angle of 20 degrees 15 minutes 28 seconds, and a chord bearing South 66 degrees 11 minutes 32 seconds West and said line there terminating.

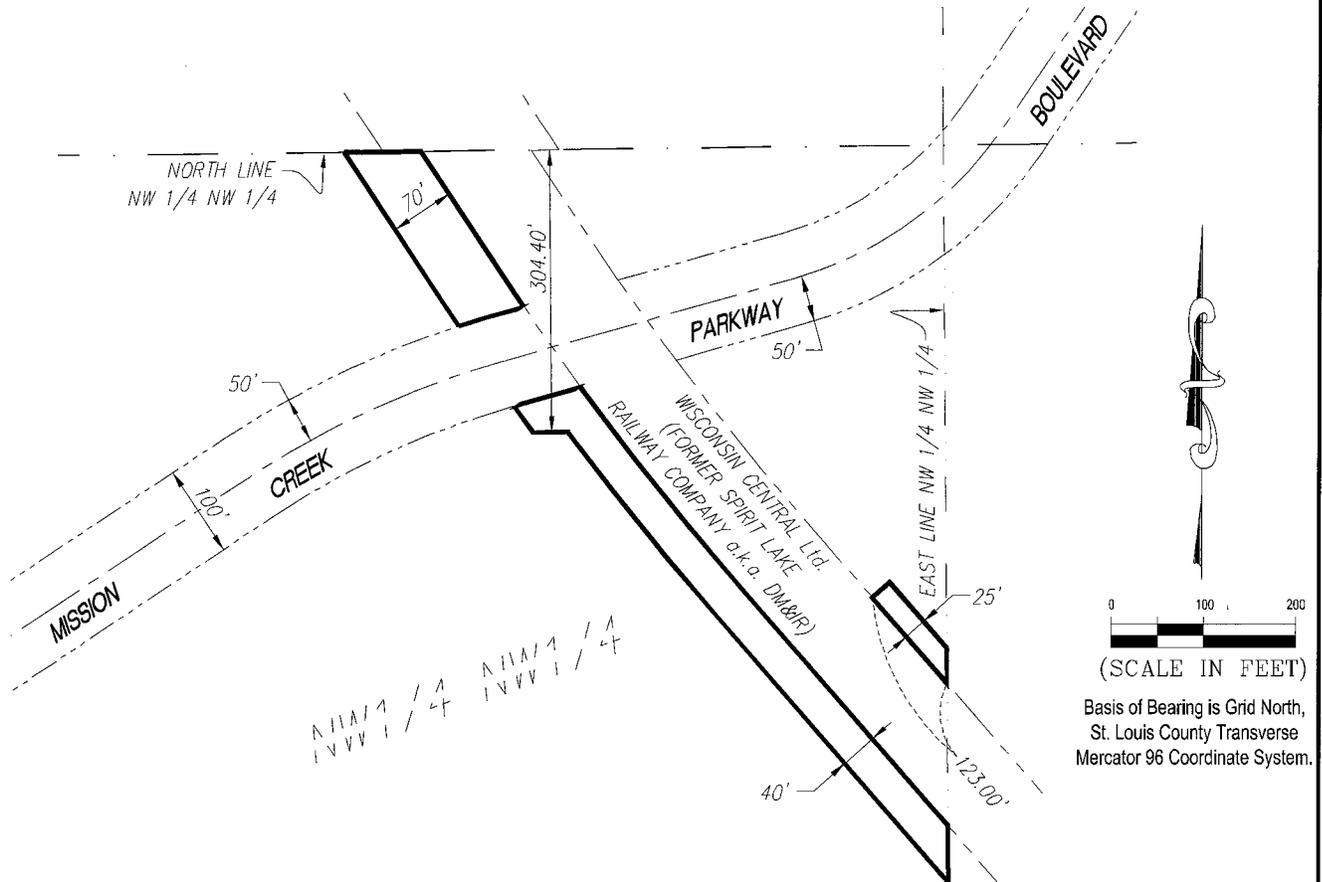
Containing 8,090 Sq. Feet or 0.186 Acres, more or less.

(PID: 010-2730-00242; 010-2730-00345)

EXHIBIT B

ACQUISITION AREA

Being part of the NW1/4 of the NW1/4 of Section 32, T.49N., R.15W. 4th P.M.
PID: 450-0010-04990



LEGAL DESCRIPTION:

All that part of the north 304.40 feet of the Northwest One-quarter Northwest One-quarter (NW1/4 of the NW1/4) of Section 32, Township 49 North, Range 15 West of the Fourth Principal Meridian lying between two lines 0.00 feet southwesterly of and 70.00 feet southwesterly of the Wisconsin Central Ltd. (f.k.a. Spirit Lake Transfer Company Railway).

AND

All that part of the Northwest One-quarter Northwest One-quarter (NW1/4 of the NW1/4) of Section 32, Township 49 North, Range 15 West of the Fourth Principal Meridian lying between two lines 0.00 feet southwesterly of and 40.00 feet southwesterly of the Wisconsin Central Ltd. (f.k.a. Spirit Lake Transfer Company Railway) except the north 304.40 feet thereof.

AND

All that part of the Northwest One-quarter Northwest One-quarter (NW1/4 of the NW1/4) of Section 32, Township 49 North, Range 15 West of the Fourth Principal Meridian lying between two lines 0.00 feet and 25.00 feet northeasterly of the Wisconsin Central Ltd. (f.k.a. Spirit Lake Transfer Company Railway) described as follows:

Beginning at the intersection of the east line of said NW1/4 of the NW1/4 of said Section 32 and the northeast line of said Wisconsin Central Ltd. (f.k.a. Spirit Lake Transfer Company Railway); thence northeasterly along said northeasterly line 123.00 feet and said line there terminating.

SUBJECT to easements, restrictions or reservations of record, if any.

Containing 44,940 Sq. Feet or 1.032 Acres, more or less.

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: *[Handwritten Signature]* Date: 4/1/2014

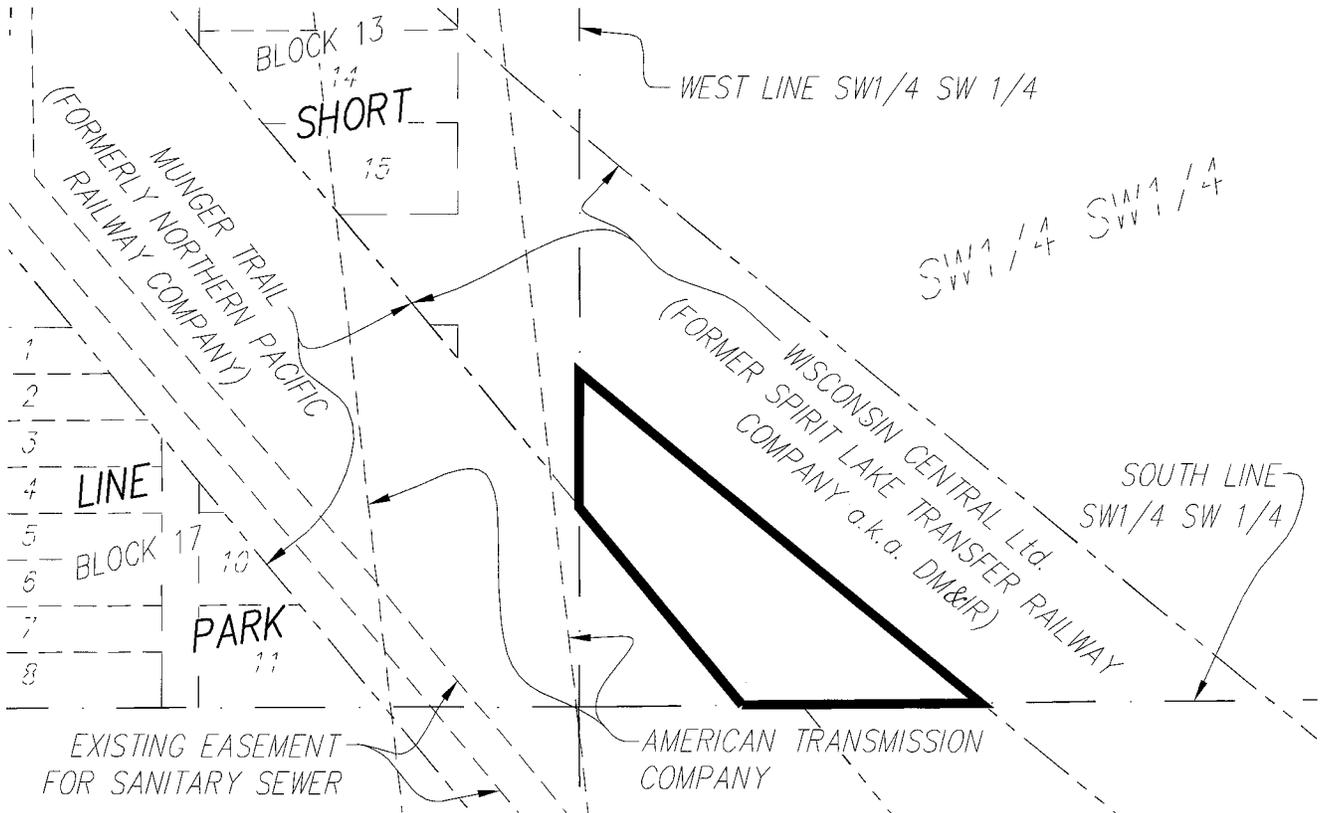
DATE REVISED: 4/1/14
DATE PREPARED: 3/31/14
PROJ NO: 140017
FILE: 140017vSurv.
SHEET 1 of 1 SHEETS

PERFORMANCE DESIGN.
LHBcorp.com

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

EXHIBIT B

Being part of the SW1/4 of the SW1/4 of Section 33, T.49N., R.15W. 4th P.M.
 PID: 450-0010-05200

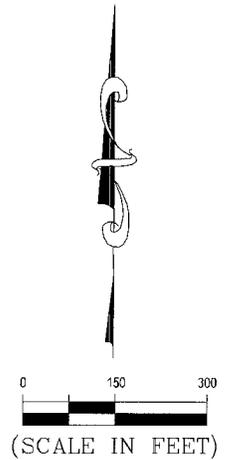


LEGAL DESCRIPTION:

All that part of the Southwest One-quarter of Southwest One-quarter (SW1/4 of the SW1/4) of Section 33, Township 49 North, Range 15 West of the Fourth Principal Meridian lying southwesterly of the Wisconsin Central Ltd. (f.k.a. Spirit Lake Transfer Railway Company) and northeasterly of the Munger Trail (f.k.a. Northern Pacific Railway Company).

SUBJECT to easements, restrictions or reservations of record, if any.

Containing 14,880 Sq. Feet or 0.342 Acres, more or less.



Basis of Bearing is Grid North,
 St. Louis County Transverse
 Mercator 96 Coordinate System.

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: *Paul A. Vogel* Date: 3/28/2014

DATE PREPARED: 3/28/14

PROJ NO: 140017

FILE: 140017vSurv.

SHEET 1 of 1 SHEETS



PERFORMANCE
 DESIGN.
 LHBcorp.com

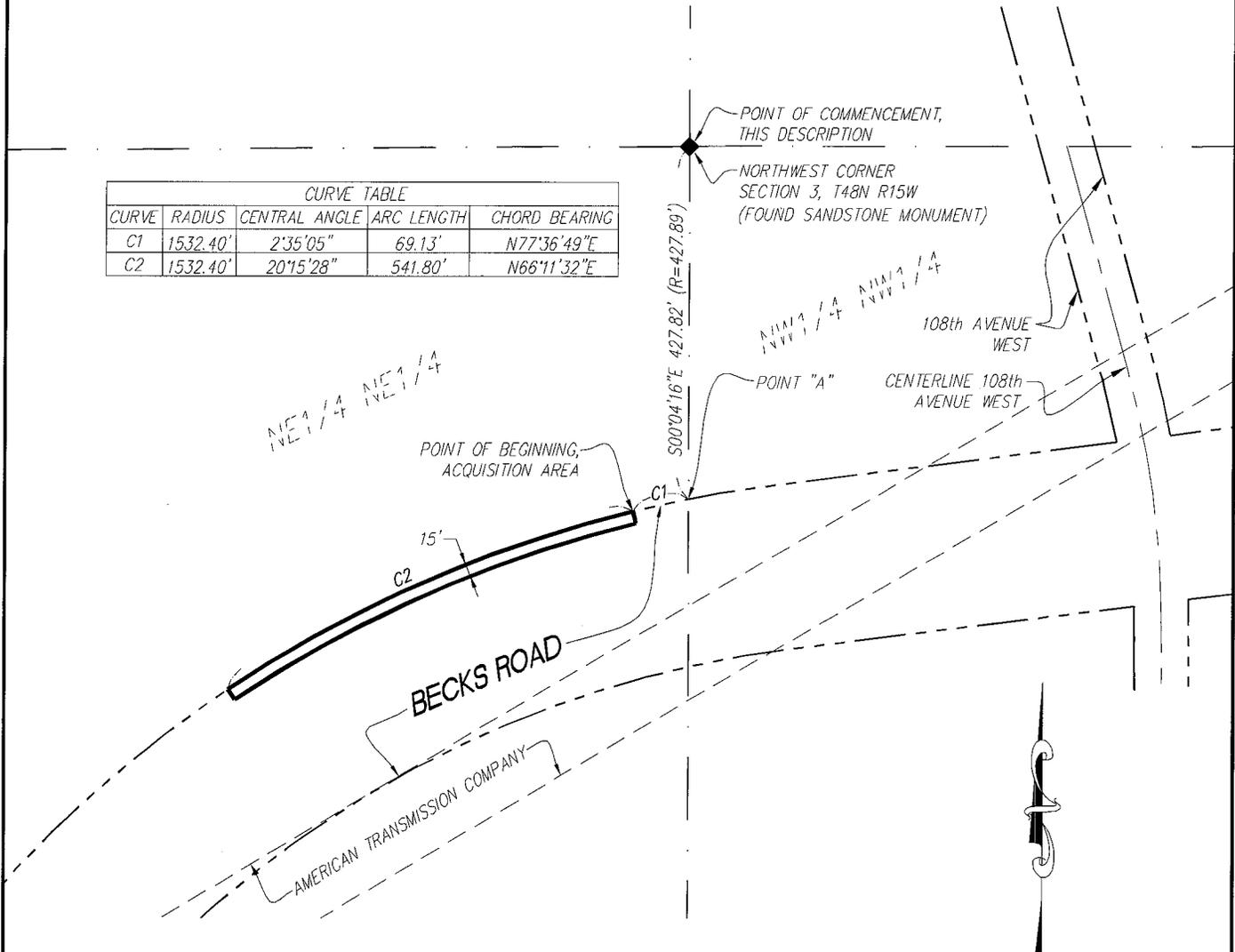
21 W. Superior St., Ste. 500 | Duluth, MN 55802 | 218.727.8446

FILE: ..1400171600 Drawings\Survey\140017vSurv.dwg

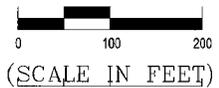
EXHIBIT B

Being part of the NW1/4 of the NW1/4 of Section 3, T.48N., R.15W. 4th P.M.
 and
 Being part of the NE1/4 of the NE1/4 of Section 4, T.48N., R.15W. 4th P.M.
 PID: 010-2730-00242
 010-2730-00345

CURVE TABLE				
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING
C1	1532.40'	2°35'05"	69.13'	N77°36'49"E
C2	1532.40'	20°15'28"	541.80'	N66°11'32"E



ACQUISITION AREA
 Containing 8,090 Sq. Feet or 0.186 Acres, more or less.



Basis of Bearing is Grid North,
 St. Louis County Transverse
 Mercator 96 Coordinate System.

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: *[Handwritten Signature]* Date: 4/16/2014

DATE PREPARED: 4/16/14

PROJ NO: 140017

FILE: 140017vSurv.

SHEET 1 of 1 SHEETS



PERFORMANCE
 DESIGN.
 LHBcorp.com

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

FILE: ..140017\600 Drawings\Survey\140017vSurv.dwg

EXHIBIT C

The northeasterly 17.00 feet of the southeasterly 20.00 feet of Lot Fifteen (15), Block One (1), NORTON'S STEEL PLANT DIVISION OF DULUTH, City of Duluth, St. Louis County, Minnesota including vacated alley appurtenant thereto per City of Duluth vacation Document No. 848449 recorded in the Office of the County Recorder, St. Louis County, Minnesota.

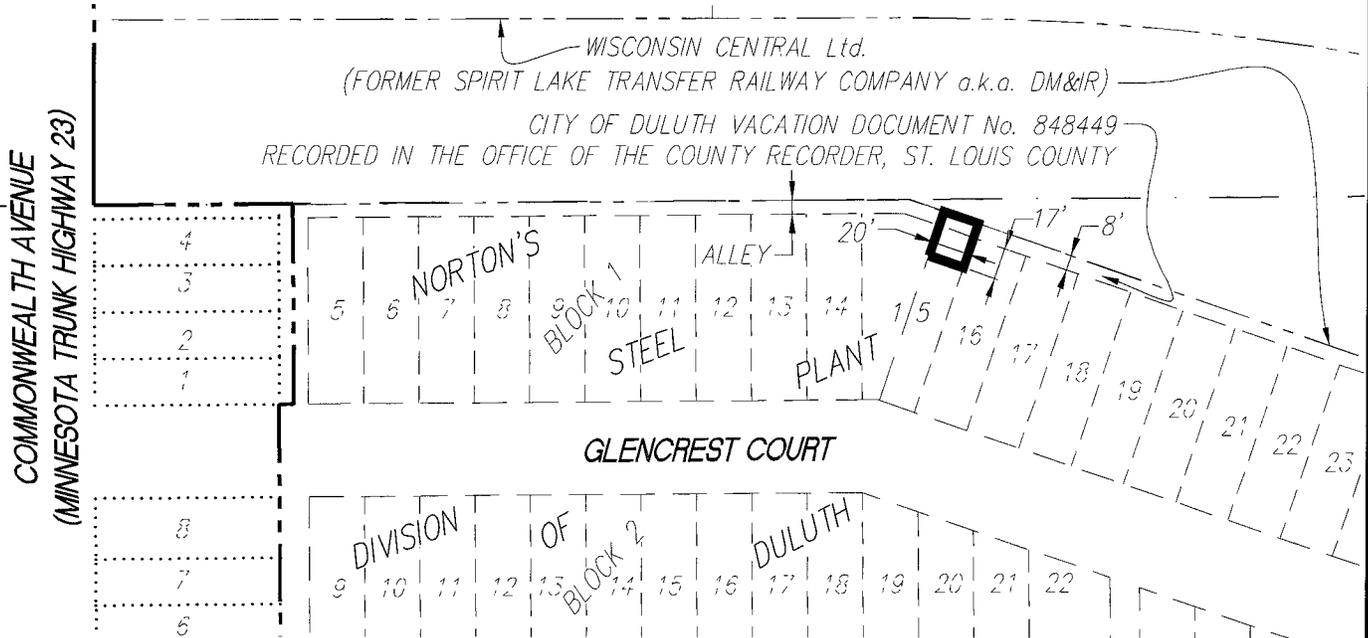
SUBJECT to any easement, restrictions or reservations of record.

Containing 500 Sq. Feet or 0.011 Acres, more or less.

(PID: 010-3540-00155)

EXHIBIT D

Being part of Lot 15, Block 1, Norton's Steel Plant Division of Duluth
 PID: 010-3540-00155

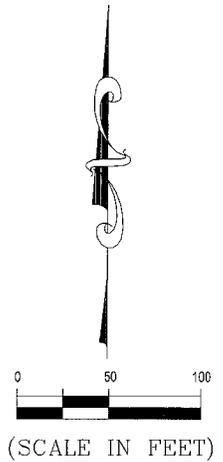


LEGAL DESCRIPTION:

The northeasterly 17.00 feet of the southeasterly 20.00 feet of Lot Fifteen (15), Block One (1), NORTON'S STEEL PLANT DIVISION OF DULUTH, City of Duluth, St. Louis County, Minnesota including vacated alley appurtenant thereto per City of Duluth vacation Document No. 848449 recorded in the Office of the County Recorder, St. Louis County, Minnesota.

SUBJECT to any easement, restrictions or reservations of record.

Containing 500 Sq. Feet or 0.011 Acres, more or less.



(SCALE IN FEET)

Basis of Bearing is Grid North,
 St. Louis County Transverse
 Mercator 96 Coordinate System.

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: *Paul A. Vogel* Date: 4/3/2014

DATE PREPARED: 4/3/14
PROJ NO: 140017
FILE: 140017vSurv.
SHEET 1 of 1 SHEETS

LHB
PERFORMANCE DESIGN.
 LHBcorp.com
 21 W. Superior St., Ste. 500 | Duluth, MN 55802 | 218.727.8446



CITY OF DULUTH

DEPARTMENT OF PLANNING & CONSTRUCTION SERVICES
Planning Division
411 W 1st St., Rm 208 • Duluth, Minnesota 55802-1197
Phone: 218/730-5580 Fax: 218/723-3559

Keith A. Hamre, Director
khamre@duluthmn.gov

Joan Christensen
Assistant City Attorney
Office of the City Attorney
Room 410 City Hall
411 West First Street
Duluth, MN 55802-1198

April 18, 2014

RE: Conformance to Comprehensive Plan

Dear Joan:

Please be advised the Planning Division of the City of Duluth's Department of Planning and Construction Services has reviewed the CN rail line improvements in west Duluth. These parcels were reviewed under the Minnesota State Statutes, 462.356 Procedure to Effect Plan, Subd 2. Compliance with Plan. To summarize, this subsection of state statutes requires the planning office to review city owned property which is being sold to assure compliance with an adopted comprehensive plan's Future Land Use map.

Based on the information we have been presented, comparing this information to the city comprehensive plan I have determined this land sale is in compliance with the City of Duluth Comprehensive Plan. I reference Principle #3 of the 2006 Comprehensive Plan which states

Supporting Duluth's traditional economic foundation maintains jobs, tax base, and opportunity. Economic activity with specific location requirements may be subject to displacement or site competition with changes in real estate values. This traditional economic activity faces change as result of global economic patterns, changing markets, new regulation and aging of extensive infrastructure. Nevertheless, fundamentals remain and the economic contribution, sometimes taken for granted, is significant

Should you or your staff have questions regarding this determination please feel free to contact me at (218) 730-5325.

Thank You

Respectfully


Charles Froseth, Land Use Supervisor
Division of Planning
Department of Planning & Construction Services