

**THE RESIDENCE DEVELOPMENT AGREEMENT
BETWEEN CITY OF DULUTH
AND
MERGE, LLC D/B/A MERGE URBAN DEVELOPMENT GROUP, LLC
SECOND AMENDMENT**

**ASSIGNMENT OF CITY INTEREST TO
THE DULUTH ECONOMIC DEVELOPMENT AUTHORITY**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (“Second Amendment”) is entered into this _____ day of _____, 2024, by and between THE CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota (“City”), MERGE, LLC, an Iowa limited liability company ("Developer"), and the DULUTH ECONOMIC DEVELOPMENT AUTHORITY (“DEDA”), an economic development authority created and existing under Minnesota Statutes Chapter 469.

WHEREAS, on December 19, 2022, City and Developer entered into a Development Agreement bearing City Contract No. 24450 (“Development Agreement”), which was recorded in the Office of the St. Louis County Recorder on February 7, 2023, as Document No. 01461471 and in the St. Louis County Office of the Registrar of Titles on February 7, 2023, as Document No. 1065871; and

WHEREAS, on July 31, 2023, City and Developer entered into a First Amendment to the Development Agreement (the “First Amendment”), which was recorded in the Office of the St. Louis County Recorder/Office of Registrar of Titles on _____ as Document No. _____ (the Development Agreement and First Amendment are referred to together as the “Agreement”); and

WHEREAS, the parties desire to enter into this Second Amendment to further amend the Agreement by assigning all of the City’s interests, rights, responsibilities, and obligations under the Agreement to DEDA; and

WHEREAS, Article XXIV requires any amendment to the Agreement to be in writing and executed by the same parties who executed the Agreement or their successors.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. This Second Amendment is an amendment to the Agreement satisfying the requirements of Article XXIV of the Agreement.
2. The City, Developer, and DEDA agree to allow the assignment of all of the City's interests, rights, responsibilities, and obligations under the Agreement to DEDA.
3. The title of the Agreement shall be modified as follows:

THE RESIDENCE DEVELOPMENT AGREEMENT
BETWEEN ~~CITY OF DULUTH~~ THE DULUTH ECONOMIC DEVELOPMENT
AUTHORITY
AND

MERGE, LLC D/B/A MERGE URBAN DEVELOPMENT GROUP, LLC

4. The first paragraph of the Agreement shall be modified as follows:

THIS AGREEMENT originally entered into on the~~this~~ 19th day of December, 2022, by and between THE CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota ("City") and MERGE, LLC D/B/A MERGE URBAN DEVELOPMENT GROUP, LLC, an Iowa limited liability company (hereinafter referred to as "Developer")~~); and subsequently amended on _____, 2024, to assign all the City's interests, rights, responsibilities, and obligations to THE DULUTH ECONOMIC DEVELOPMENT AUTHORITY, an economic development authority created and existing under Minnesota Statutes Chapter 469 ("DEDA").~~
5. Strikeout Article I, Paragraph C, defining the term "City" and adjust the lettering in subsequent paragraphs in Article I.
6. Insert new Paragraph D in Article I stating "D. DEDA: means the Duluth Economic Development Authority" and adjust the lettering in subsequent paragraphs in Article I.
7. Modify Article 1, Paragraph E as follows:

E. Director: means the ~~City of Duluth Planning and Economic Development Department~~ DEDA Director or such person or persons designated in writing by said Director to act on their behalf ~~of him/her~~ with regard to this Agreement or any portion thereof.

8. In every instance in Articles IV through Article XXIV where the word “City” or “City of Duluth” appears and refers to the City of Duluth, the word “DEDA” shall be substituted, except in Article VI, Paragraph I.
9. The notice address in Article XV for the City of Duluth shall be modified as follows:

In the case of City <u>DEDA</u> :	City of Duluth <u>DEDA</u> Room 418 City Hall 411 West First Street Duluth, MN 55802 Attn: <u>DEDA</u> Director of Planning & Economic Development
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10. This Second Amendment 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.
11. Except as provided in this Second Amendment, all terms and conditions of the Agreement shall remain in force and effect.

[Signature pages follow]

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

CITY OF DULUTH

By _____
Roger J. Reinert
Its Mayor

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Roger J. Reiner, the Mayor of the City of Duluth, Minnesota, a municipal corporation under the laws of the State of Minnesota.

Notary Public

By _____
Its City Clerk

(date)

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Ian B. Johnson, the City Clerk of the City of Duluth, Minnesota, a municipal corporation under the laws of the State of Minnesota.

Notary Public

MERGE, LLC

By: Brent Dalhstrom, Manager

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Brent Dahlstrom, Manager of Merge, LLC, an Iowa limited liability company, on behalf of said company.

Notary Public

This instrument was drafted by:
Jean Coleman, Assistant City Attorney
City of Duluth
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Duluth, MN 55802
(218) 730-5281