

**DEVELOPMENT AGREEMENT  
CITY OF DULUTH  
DULUTH ECONOMIC DEVELOPMENT AUTHORITY  
DAMIANO OF DULUTH, INC.**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the CITY OF DULUTH, a municipal corporation (the “City”), DULUTH ECONOMIC DEVELOPMENT AUTHORITY a public body, corporate and politic and political subdivision, (“DEDA”), (collectively known as “Grantor”), and DAMIANO OF DULUTH, INC. a nonprofit corporation under the laws of the State of Minnesota (referred to as “Developer” or “Grantor”).

WHEREAS, Developer is a nonprofit corporation with the mission of providing essential services to individuals and families in need and serving those experiencing homelessness at the Damiano Center, located at 206 West 4th Street in Duluth, Minnesota; and

WHEREAS, Developer is a member of Stepping on Up (“SOU”), a consortium of local organizations dedicated to supporting people experiencing homelessness and ending unsheltered homelessness in Duluth; and

WHEREAS, Churches United in Ministry (“CHUM”), another SOU member organization, is about to break ground on a time-sensitive project that will expand their shelter and more than double the number of beds available for people experiencing homelessness; and

WHEREAS, the City has previously expressed its support for the work SOU has undertaken, including by passing 22-0600R, 23-0933R, and 24-0588R, allocating a combined \$1,150,000 towards Stepping on Up priorities; and

WHEREAS, both the \$500,000 allocation described in 23-0933R and the \$500,000 allocation described in 24-0588R have not been distributed or spent; and

WHEREAS, Developer intends to construct a 120-bed temporary shelter located at the Damiano Center to support residents of CHUM during their shelter expansion project; and

WHEREAS, Developer has requested the assistance of the City and DEDA in financing the costs of constructing this alternative shelter; and

WHEREAS, the City desires to commit \$500,000 from the sale of the Cirrus Incubator Building; and

WHEREAS, the City requests that DEDA commit \$500,000 from the \$14,000,000 transferred by the City to DEDA in July by resolution 24-0588R; and

WHEREAS, DEDA has determined that the grant of \$500,000 in assistance for housing towards this project is desirous and furthers DEDA's general plan of economic development; and

WHEREAS, the City and DEDA have determined that there is significant public interest in the funding of public infrastructure needs related to homelessness, specifically emergency housing; and

WHEREAS, Developer has agreed to cause construction of a 120-bed temporary shelter if it receives the grant described herein.

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

## ARTICLE I

### Definitions

For the purposes of this Agreement, the following terms shall have the meanings hereinafter ascribed to them unless a different meaning clearly appears from the context:

- A. Approved by the Director: shall mean the written approval of the City's Director of Planning and Economic Development and the DEDA Executive Director, or such person or persons to whom they may delegate such approval authority in writing, in the exercise of their sole discretion, provided that such approval shall not be unreasonably withheld.
- B. CHUM'S Shelter Expansion Project: shall mean CHUM's planned 2025-2026 expansion in order to double its shelter capacity at 125 North 1<sup>st</sup> Avenue West in Duluth, Minnesota.
- C. Developer Property: shall mean that property in St. Louis County, Minnesota, legally described in the attached **Exhibit A**.
- D. Eligible Costs: shall mean those costs of designing and constructing the Project which may be legally funded with City and DEDA assistance, as set forth in the attached **Exhibit B**, and without intending thereby to limit or restrict any proper definition of such costs under any applicable laws or sound accounting practices, the following costs for construction of the Project:
  - 1. Obligations incurred for labor and to contractors, builders, equipment suppliers and materialmen in connection with the Project acquisition, construction and installation of the Project;
  - 2. Site improvement and off-site improvement costs required for the construction of the Project; and

3. Fees and expenses of the Engineer, legal counsel and other professionals for surveys and estimates and other preliminary investigations, preparation of plans, drawings and specifications, assistance with bidding, and supervising construction, as well as for the performance of all other duties of the Engineer and other professionals in relation to the acquisition, betterment and financing of the Project.

E. Project: shall mean the construction of a 120-bed alternative shelter located at the Damiano Center for operation until CHUM's Shelter Expansion Project has received a Certificate of Occupancy.

F. Plans: shall mean the plans and specifications, as prepared by Developer's architect and submitted to Grantor.

## ARTICLE II

### Ownership, Title and Control of Property

Developer hereby represents and warrants to Grantor that it owns the Property in fee simple absolute and that the Property is subject to no liens or encumbrances of any kind which would prevent or interfere in any way with Developer performing its obligations under this Agreement.

## ARTICLE III

### Preconditions to Construction of the Project

Prior to the commencement of the construction of the Project, but in no event later than December 6, 2024, Developer shall have presented the following documentation to Grantor with regard to the Project and shall have received the Director's prior approval thereof in writing as hereinafter required:

A. Construction Plans

Developer's Plans for the Project. All plans shall be in conformance with this Agreement, with the schematic design which shall consist of drawings and other documents illustrating scale and relation to various project components, and with all applicable laws, ordinances, rules, regulations, and requirements. The Director's approval of Developer's plans specifications, and elevations shall not constitute a waiver of building code, zoning ordinance, or other applicable codes or ordinances imposed in the future upon Developer by law.

B. Construction Contract

A copy of an executed contract between Developer and a contractor or contractors necessary to complete the construction of the Project, in accordance with the Plans, and an executed PLA or PLAs with said contractor or contractors for the Project. In addition, the construction contract shall commit the contractor

to conform to the requirements of the Community Benefits Program Contract Specifications. The construction contract shall provide that payments for the work thereunder are the sole obligation of Developer.

C. Financial Assurance

Evidence of Developer's ability to complete the Project, including copies of lien documents or other financing.

D. Eligible Costs.

A list of Eligible Costs, which shall be incorporated as Exhibit B.

E. Changes After Initial Approval

Developer shall have a continuing obligation to meet the pre-conditions during the Term of this Agreement. Any changes made to plans, the construction contract or financial assurance by Developer after initial approval of the Director deemed to be material or substantial shall be submitted to them for acceptance in the same manner provided for in Paragraph A-D above.

## ARTICLE IV

### Construction

A. Construction of Developer Projects

Upon the fulfillment of the Preconditions to Construction provided for in Article III, but in no event later than January 6, 2025, Developer shall promptly commence construction of the Project in conformance with the Plans. Construction of the Project as herein defined shall be completed no later than April 25, 2025, except as hereinafter set forth in this Agreement. The Director may, in the exercise of their discretion, extend the time for completion of the Project for up to three (3) months. Any extension(s) granted by the Director shall be in writing.

B. Developer to Bear All Costs of Project

Subject to the terms and conditions of this Agreement, Developer specifically guarantees and agrees to bear all costs related to the development, completion and operation of the Project and any modifications thereto.

C. Progress Reports

Until construction of the Project has been completed, Developer shall make reports in such detail and at such times as may be reasonably requested by Grantor as to the actual progress of construction with respect to the Project. The Developer shall provide regular monthly written reports and oral reports upon request to City Council to share the progress with the public on the Project until such time as all activities related to this Project are completed.

D. Certificate of Completion

Upon completion by Developer of the construction of the Project and furnishing of written evidence satisfactory to the Director of such completion, and upon written request from Developer, the City and DEDA shall furnish to Developer an appropriate certificate of completion. No such certification shall be issued until the Project has been completed. Such certification by the City and DEDA shall constitute a conclusive determination of satisfaction of construction obligations of Developer undertaken pursuant to this Agreement.

## ARTICLE V

### Grant to Developer

#### A. City Award

In consideration of Developer's performance of its obligations under this Agreement, the City hereby agrees to grant Developer for the cost of the Project in the amount of up to Five Hundred Thousand Dollars (\$500,000) or the amount of documented Eligible Costs, whichever is less, payable from Fund 110-700-1450-5310.

#### B. DEDA Award

In consideration of Developer's performance of its obligations under this Agreement, DEDA hereby agrees to grant Developer for the cost of the Project in the amount of up to Five Hundred Thousand Dollars (\$500,000) or the amount of documented Eligible Costs, whichever is less, payable from Fund 860.

#### C. Disbursement of Grant

The grant to Developer shall be payable upon Developer submitting an itemized invoice for Eligible Costs, accompanied by evidence that Developer shall perform, or cause its contractors to perform, such work together with such other documentation as the Director shall reasonably request. Invoices may be submitted on a monthly basis or, upon completion of Developer's construction obligations. A final disbursement of up to 10% of an award may be withheld until final completion of construction evidenced upon (i) the issuance of the Certificate of Completion provided for in Paragraph D of Article IV above; (ii) the issuance of a Certificate of Occupancy by the City of Duluth Building Official; (iii) evidence of an operational permit; and (iv) lien waivers from all contractors constructing the Project. Payment will be sent within forty-five (45) days of receipt of such request for reimbursement. For avoidance of doubt, Developer shall first draw on the City Award, and when depleted, except as to any amount permitted to be withheld until completion, may draw on the DEDA Award.

#### D. Other Sources of Funds

Developer represents and warrants that it has made an accurate representation to the City and DEDA as to all known sources of funds to be expended on the Project. The Developer agrees that the City Award and DEDA Award shall be secondary to funds received by Developer from St. Louis County. Prior to

Developer's first disbursement request under this Agreement, the Developer shall expend and apply all funds from St. Louis County to the Project and shall provide evidence that such work has been performed and that costs have been paid by Developer, together with such other documentation as the Director shall reasonably request. Nothing herein shall limit or expand Developer's use of funds from other sources. Developer agrees and acknowledges the City Award and DEDA Award shall be used only for Eligible Costs.

## ARTICLE VI

### Developer's Operating Covenant

Developer further covenants and agrees that in its operations and use of the Project and the Property, in accordance with industry standards, it will:

A. Maintenance

Operate and maintain the Project in a neat, orderly condition; maintain and preserve and keep in good repair, working order and condition said Project; and perform all necessary and proper repairs, renewals and replacements to the Project.

B. Living Wage

Abide by the requirements of Article VI, Chapter 2 of the Duluth City Code, 1959, as amended, and to require those construction workers directly employed in the construction of the Project to be paid Prevailing Wage Rates, as that term is defined in Section 2-25 of the Duluth City Code.

C. Licenses and Permits

Preserve the existence of all of its licenses, permits and consents to the extent necessary and desirable to the operation of its business and affairs relating to the Project and to be qualified to do business in the State of Minnesota.

D. Obey All Laws

Conduct its affairs and carry on its business and operations with respect to the Project in such a manner as to comply with any and all applicable laws of the United States and the State of Minnesota.

E. Performance

If Grantor finds that there has been a failure to comply with this Agreement or Developer fails to complete construction of this Project by the date provided herein, Grantor may take action to protect its interest, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

## ARTICLE VII

## Indemnification By Developer

### A. Generally

Developer will to the fullest extent permitted by law, protect, indemnify and save Grantor of and their officers, agents, servants, employees and any person who controls Grantor within the meaning of Securities Act of 1933, harmless from and against all liabilities, losses, damages, costs, expenses, including attorneys' fees and expenses, causes of action, suits, claims demands and judgements of any nature arising from:

1. Any injury to or death of any person or damage to property in or upon the Project or the Property or growing out of or in connection with the use or non-use, condition or occupancy of the Project or the Property or any part thereof and the construction or installation of the Project on any portion of the Project and the Property. The foregoing indemnification shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Developer, customers, suppliers or affiliated organizations under any Workers' Compensation Act, Disability Benefit Acts or any other Employee Benefit Acts.
2. Any violation by Developer of any provision of this Agreement.
3. Any violation of any contract, agreement or restriction related to the Project which shall have existed at the commencement of the term of this Agreement or shall have been approved by the Developer.
4. Any violation of any law, ordinance, court order or regulation affecting the Project or the Property, or the ownership, occupancy or use thereof.

### B. Environmental Indemnification

In addition to the generality of the foregoing above, Developer hereby agrees that for itself, its successors and assigns that it will indemnify and save Grantor and their officers, agents, servants and employees and any person who controls the Grantor within the meaning of the Securities Act of 1933 harmless from and against all liabilities, losses, damages, costs, expenses, including reasonable attorneys' fees and expenses, causes of action, suits, claims, demands and judgments arising out of any condition created in the Project or the Property after the date of the signing of this Agreement which constitutes a violation of any environmental law or laws with regard to pollutants or hazardous or dangerous substances promulgated by the government of the United States or of the State of Minnesota or of any such duly promulgated rules and regulations of the United States Environmental Protection Agency or the Minnesota Pollution Control Agency or the presence in the Project or 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 persons or damage to property and that indemnification granted hereby shall include all costs of clean-up, remediation, together with the costs incurred in proceedings before court of law or administrative agency including attorney's fees, expenses, the fees and expenses of persons providing technical expertise addressing such

problems, including expert witnesses, the costs 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 such conditions existing in the Project or on the Property.

C. Indemnification Procedures

Promptly after receipt by Grantor of notice of the commencement of any action with respect to which the other party is required to indemnify the party receiving such notice under this Article, such indemnitee shall notify the indemnitor in writing of the commencement thereof, and, subject to the provisions as hereinafter stated, the indemnitor shall assume the defense of such action, including the employment of counsel satisfactory to the indemnitee and the payment of expenses. In so far as such action shall relate to any alleged liability of the indemnitee with respect to which indemnity may be sought against the indemnitor, the indemnitee shall have the right to employ separate counsel in any such action and to participate in the defense thereof, and the fees and expenses of such separate counsel shall be at the expense of the indemnitor.

## ARTICLE VIII

### Insurance During Term of Agreement

Developer shall procure and continuously maintain insurance covering all risks of injury to or death of persons or damage to the Project, the Property, and any other property permanently located or exclusively used at the Project site arising in any way out of or as a result of Developer's occupancy of or use of the Project or the Property, carried in the name of Developer, any subtenant and Grantor, as their respective interests may appear, as follows:

A. Property Insurance

Developer shall provide "All Risk" builders' risk insurance on all work on the Project, including foundations, permanent fixtures and attachments, machinery and equipment included in or installed under the construction contract, debris removal, engineers' fees, temporary structures, materials, equipment and supplies of all kinds located on the Project, to the full replacement value thereof, except that such policy may provide for a deductible amount not to exceed Fifty Thousand Dollars (\$50,000) per occurrence. Said insurance shall be endorsed to provide consent for occupancy of the Project. Such insurance shall be provided by Developer as set forth below and shall bear a payee clause in favor of the City and DEDA with loss proceeds under any property policies made payable to the City and DEDA, to the extent of its interest. Said insurance may be written in the name of Developer or may be provided by Developer's Contractor in which case it shall name both Developer, DEDA, and the City as additional insureds. The Developer shall be solely responsible for ensuring that such insurance is

provided. Contractor, subcontractors, and suppliers and Developer shall waive all rights against the City and DEDA for damages caused by fire or insured perils, except such rights as are set forth hereunder to the proceeds of such insurance payable in the event of such loss.

**B. Public Liability Insurance**

Public Liability Insurance written on an "occurrence" basis under Comprehensive General Liability Insurance and Automobile Liability Insurance Form with "Broad Form" property damage liability coverage in limits of not less than \$2,000,000 per occurrence and in the aggregate for personal injury, bodily injury and death, and limits of \$2,000,000 for property damage liability. If per person limits are specified, they shall be for not less than \$2,000,000 per person and be for the same coverages. The insurance requirements of this subparagraph may be met by augmenting an industry-standard liability policy with an "umbrella" policy, the combined limits of which meet those requirements. The City and DEDA shall be named as additional insureds on the Comprehensive General Liability and Automobile Liability insurance policies against losses caused by the negligent act or omission of Developer. The Contractor shall also require such liability coverage of its contractors and subcontractors unless they are insured under the contractor's policies. The contractors' and subcontractors' liability coverages shall include:

1. Contractors' public liability--premises and operations;
2. Independent contractors' vicarious liability;
3. Personal injury;
4. Owned, non-owned, and hired vehicles;
5. Contractual liability covering customary construction contract and subcontract indemnify provisions; and
6. Workers' Compensation coverage in required statutory limits. Policy shall carry an "all states" endorsement.

## ARTICLE IX

### Defaults and Remedies Therefore

**A. Developer General Defaults and Remedies**

**1. General Events of Default**

The following shall be deemed to be general events of default by Developer under the terms and conditions of this Agreement to which the remedies set forth in Subparagraph 2 below shall be applicable except as otherwise set forth in this Agreement.

- a. Failure to pay real estate taxes as and when due and payable.
- b. Developer shall fail to observe or perform any of the terms, conditions, covenants or agreements required to be observed or performed by it or any successor or assigns of Developer pursuant to this Agreement and such failure shall continue for a period of thirty (30) calendar days after

City or DEDA has, pursuant to the provisions of this Agreement, given written notice to Developer of such default or, in the event that such default shall be incapable of cure during said thirty (30) day period, shall have failed to commence to cure said default within thirty (30) days of the date of said notice and to diligently pursue the same to completion.

- c. Developer fails to complete its obligations under Articles III or IV as set forth above on or before April 25, 2025.

2. General Remedies

Except as otherwise set forth in this Agreement, DEDA and the City, individually or jointly, shall have the following remedies in the event of a default by Developer:

- a. Seek and be entitled to injunctive or declaratory relief as is necessary to prevent Developer's violation of the terms and conditions of this Agreement or to compel Developer's performance of its obligations hereunder.
- b. Seek such other legal or equitable relief as a court of competent jurisdiction may determine is available to DEDA or the City.
- c. Be entitled to reimbursement for its reasonable attorney's fees and costs and otherwise for its costs and disbursements occasioned in successfully enforcing its rights hereunder.
- d. Terminate this Agreement.
- e. Withhold performance or payment.

B. Non-Waiver

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.

C. Remedies Cumulative

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.

## ARTICLE X

### Force Majeure

Under the terms of this Agreement, neither Grantor nor Developer shall be considered in default or in breach of any of the terms with respect to the performance to their respective obligations under this Agreement in the event of enforced delay in the performance of its obligations due to unforeseeable causes beyond its control and

without its fault or negligence, including but not limited to acts of God, acts of a public enemy, acts of the federal government, acts of another party, fire, floods, epidemics, strikes or embargoes, or for delays of subcontractors due to such causes. In the event of any such delay, any time for completion or delivery under this Agreement shall be extended for the period of any such delay upon written notice from the party seeking the extension to the other party.

## ARTICLE XI

### Developer's Representations and Warranties

Developer represents and warrants that as of the date hereof:

- A. It is a lawfully constituted nonprofit corporation under the laws of the State of Minnesota, is not in material violation of any provisions of State law and that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.
- B. It is fully competent to own the Property and to construct the Project thereon under all laws, rulings, regulations and ordinances of any governmental authority having jurisdiction.
- C. There are no actions, suits or proceedings pending or, to the knowledge of Developer, threatened against Developer or any property of Developer in any court or before any Federal, State or municipal or other governmental agency which, if decided adversely to Developer could have a material adverse effect upon Developer or the Property and the Project, and that Developer is not in default of any order of any court or governmental agency.
- D. It is not in default of the payment of principal of or interest on any indebtedness for borrowed money or in default under any instrument or agreement pursuant to which the indebtedness has been occurred.
- E. That Developer has investigated and has no knowledge that any officer, director, agent or employee of Developer is directly or indirectly financially interested in this Agreement or in any transactions concluded in connection with this Agreement.
- F. Developer shall do such things as are necessary to cause any information, document, certificate, statement in writing, or report required under this Agreement delivered to any third party under this Agreement to be true, correct and complete in all material and respects. If necessary Developer agrees to perform any survey work prior to construction and all descriptions and exhibits hereto and definitions herein shall be subject to such revisions as are necessary after completion of any survey.

## ARTICLE XII

### Term

The term of this Agreement shall run from the date first above shown and shall continue until the date of issuance of a Certificate of Occupancy by the City of Duluth Building Official for the CHUM's Shelter Expansion Project or until all funds owed by Grantor have been disbursed pursuant to this Agreement, whichever is later, unless this Agreement is otherwise terminated as herein before provided for. Termination shall not terminate any indemnification provisions or any other provisions which by their nature survive termination and shall not terminate any other rights or remedies arising under this Agreement due to any event of default which occurred prior to such termination.

### ARTICLE XIII

#### Runs With the Land

This Agreement shall be deemed to run with the land and shall be binding upon and inure to the benefit of the parties hereto and to their successors and assigns.

### ARTICLE XIV

#### 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: Planning Director  
                                      411 West First Street  
                                      Duluth, MN 55802

In the case of the DEDA:    DEDA  
                                      Attn: Executive Director  
                                      411 West First Street  
                                      Duluth, MN 55802

In the case of Developer:

DAMIANO OF DULUTH, INC.  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### ARTICLE XV

### Audits

The Grantor and their representatives shall have the right at all reasonable times, upon reasonable notice, to inspect, examine and copy all books and records of Developer relating to the Project and Developer's development obligations during the term of this Agreement as provided in Article XIII, above, and for a period of six (6) years following the expiration or earlier termination of this Agreement. Such records of Developer shall be kept and maintained by Developer during the term of this Agreement as provided in Article XIII, above, and for a period of six (6) years following the expiration or earlier termination of this Agreement.

## ARTICLE XVII

### Disclaimer of Relationships

Developer acknowledges that nothing contained in this Agreement nor any act by the Grantor or Developer shall be deemed or construed by Developer 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 DEDA, the City and Developer, and/or a third party.

## ARTICLE XVII

### Recordation

Developer agrees that Grantor shall have the right to record, at Developer's cost, this Development Agreement in the office of the St. Louis County Recorder and/or Registrar of Titles.

## ARTICLE XVIII

### Applicable Law

This Agreement together with all of its Articles, sections, 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 XIX

### Title of Articles

Any title, Articles, section 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 XX

### Severability

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

## ARTICLE XXI

### Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

## ARTICLE XXII

### 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.

*[Remainder of page left blank intentionally. Signature page follows.]*

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

CITY OF DULUTH

DAMIANO OF DULUTH, INC.

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

\_\_\_\_\_  
Mayor

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

Name: \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
City Clerk

Date Attested: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

As to form:

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

DULUTH ECONOMIC DEVELOPMENT  
AUTHORITY

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

Its President

ATTEST:

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

Its Secretary

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of November 2024, by \_\_\_\_\_ and \_\_\_\_\_, the Mayor and Clerk of the City of Duluth, a municipal corporation, on behalf of the City.

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of November, 2024, by \_\_\_\_\_ and \_\_\_\_\_, the President and Secretary of the Duluth Economic Development Authority, an economic development authority under Minnesota Statutes Chapter 459, on behalf of the authority.

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of November, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of the and DAMIANO OF DULUTH, INC., a Minnesota nonprofit corporation, on behalf of the corporation

Notary Public

Drafted by:  
Amanda M. Mangan  
Assistant City Attorney  
Attorney for the Duluth Economic Development Authority  
411 West First Street, Room 410  
Duluth, MN 55802

EXHIBIT A  
Property Legal Description

Property located in St. Louis County, Minnesota legally described as follows:

Lot 34, except the Southerly 43.50 feet, Lot 36, except the Southerly 43.50 feet, Lot 38, except the Southerly 43.50 feet of the Easterly 21.00 feet, Lot 40 and the Easterly 7.00 feet of Lot 42, West Fourth Street, Duluth Property First Division, according to the recorded plat thereof.

AND

Assuming Third Avenue West to run due North and South, Lot 48, except the Southerly 70 feet thereof; Lot 46, except the Southerly 70 feet thereof, and Lots 44 and 42, excepting the Easterly 7 feet of said Lot 42, West Fourth Street, Duluth Proper First Division, according to the recorded plat thereof.

AND

The Northerly 35 feet of the Southerly 70 feet of Lots 46 and 48, DULUTH PROPER 1<sup>ST</sup> DIVISION West 4th Street

Exhibit B  
Eligible Project Costs