

EXHIBIT 1

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN HARTLEY NATURE CENTER CORPORATION AND THE CITY OF DULUTH

WHEREAS, this SECOND AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN HARTLEY NATURE CENTER CORPORATION AND THE CITY OF DULUTH (the “Second Amendment”) is entered into by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (the “City”) and HARTLEY NATURE CENTER CORPORATION, a non-profit corporation under the laws of the State of Minnesota (the “Corporation”). Capitalized terms used in this Second Amendment, but not defined herein, shall have the meaning ascribed to them in the Development Agreement (defined below).

WHEREAS, the Parties entered into a Development Agreement dated December 20, 2019 that outlines the goals, roles and responsibilities of the Parties for the Project (the “Original Development Agreement”), which Original Development Agreement was amended by a First Amendment to Development Agreement dated June 24, 2021 (the “First Amendment”). The Original Development Agreement, as amended by the First Amendment, is referred to in this Second Amendment as the “Development Agreement.”

WHEREAS, construction of the Project is now complete, and the Total Project Cost is higher than anticipated, due to circumstances beyond the control of the Corporation.

WHEREAS, the Development Agreement provides that the Total Project Cost, minus the City Contribution and the Grant Funds, will be paid by the Corporation.

WHEREAS, the City and the Corporation wish to amend the Development Agreement to decrease the amount that the Corporation is required to contribute to the Total Project Cost.

NOW THEREFORE, the Parties hereby agree to amend the Development Agreement as follows:

1. The Development Agreement is amended to the extent necessary to provide that the Corporation’s outstanding contribution to the Total Project Cost, as of the date of this Second Amendment, is \$38,473.96. This is a reduction of \$74,714.54, which has been paid by the City as a part of the City Contribution.

2. Once the Corporation pays \$38,473.96 to the City, the Corporation’s financial contribution to the Total Project Cost will be deemed fully paid and satisfied.

3. Section II of the Development Agreement is amended and completely replaced with the following Section II:

II. TERM

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on November 1, 2019 and expire on April 30, 2024, unless earlier terminated as provided for herein (the "Term").

4. Except as specifically amended pursuant to this Second Amendment, the Development Agreement remains in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the provisions of the Development Agreement, the provisions of this Second Amendment shall govern.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Corporation have executed this Second Amendment as indicated below.

CITY OF DULUTH

By: _____
Mayor

Attest: _____
City Clerk

Dated: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

HARTLEY NATURE CENTER
CORPORATION

By: Tom O'Rourke

Printed Name: Tom O'Rourke

Its: Executive Director

Date: 3/28/24