

REBUILD DULUTH
LAND SALE AGREEMENT
1 LLC
FIRST AMENDMENT

THIS FIRST AMENDMENT TO LAND SALE AGREEMENT (this "First Amendment") is made as of the last date of signature acknowledgement below by and between the DULUTH ECONOMIC DEVELOPMENT AUTHORITY, a public body, corporate and politic and a political subdivision under Minnesota Statutes Chapter 469, hereinafter referred to as "DEDA," and 1 LLC, a Minnesota Limited Liability Company, hereinafter referred to as "Buyer".

RECITALS:

- A. Pursuant to DEDA's Rebuild Duluth: Program (the "Program"), Buyer applied to acquire a vacant lot in St. Louis County, Minnesota, legally described as WESTERLY HALF OF LOT FOUR, BLOCK THREE, BRYANT ADDITION TO DULUTH FIRST DIVISION (the "Property"), upon which Buyer committed to construct a Housing Unit and an Accessory Dwelling Unit (the "Project") pursuant to the Program for an estimated total construction cost of \$102,900.00, as set forth in the Buyer's application on file in the DEDA office (the "Application").
- B. On April 22, 2020, DEDA and Buyer entered into a Land Sale Agreement bearing DEDA Contract No. 20 0860 961 (the "Agreement") pursuant to which DEDA agreed to convey the Property to Buyer for construction the Project on the Property under the terms and conditions set forth in the Agreement.
- C. Due to site-specific challenges and high construction costs, Buyer has requested to amend the Agreement under the terms and conditions below to ensure Buyer does not default on the above referenced Land Sale Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which are hereby acknowledged,

the parties hereto agree as follows:

1. Section 2, Use of the Property, is hereby amended as follows:

The intended use for the Property is the construction of the Amended Project pursuant to the Application and in accordance with the requirements of the Program and the Plans and Specifications (defined below).

2. Section 13, Deadlines, is hereby amended as follows:

Except as extended by DEDA for good cause shown, within One year from the Closing Date, Buyer shall have devoted the Property to its intended use by commencing construction on the Project in accordance with the approved Plans and Specifications as evidenced by the issuance of a building permit and the filing of an affidavit with the Executive Director, executed by Buyer, to which are attached pictures of commenced construction.

On or before December 31, 2022 ~~December 31, 2024~~, Buyer shall have devoted the Property to its intended use by completing construction on the Amended Project as evidenced by (i) completion of construction of the Housing Unit in accordance with the requirements of the Program and the Plans and Specifications; and (ii) the issuance of the Certificate of Occupancy and shall have provided evidence thereof to the Executive Director. If Buyer fails to meet either the one-year deadline or the December 31, 2022 ~~December 31, 2024~~ deadline as stated above, DEDA may cancel the sale and title to the Property shall revert to DEDA. Buyer may transfer title to the Property to a third party within one year of the Closing Date without first obtaining the written consent of DEDA if Buyer has completed construction of the Housing Unit in accordance with the requirements of the Program and the Plans and Specifications, and a Certificate of Occupancy has been issued as set forth above.

3. Buyer agrees to pay all costs, including but not limited to recording fees, associated with the recording of this First Amendment in the office of the St. Louis County Recorder.
4. Except as provided in this First Amendment, all terms and conditions of the Agreement shall remain in force and effect.

Notary Public

This Instrument Drafted By:

Robert Asleson

Assistant City Attorney

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