

Amendment #6 for Grant Contract Agreement # DRED-22-0001-O-FY23

Grant Contract Agreement Start Date:	06/24/2019	Original Grant Contract Agreement Amount:	\$67,600,000.00
Original Grant Contract Agreement Expiration Date:	06/24/2024	Previous Amendment(s) Total:	\$18,101,022.51
Current Grant Contract Agreement Expiration Date:	12/31/28	This Amendment:	\$11,820,000.00
Requested Grant Contract Agreement Expiration Date:	12/31/28	Total Grant Contract Agreement Amount:	\$97,521,022.51

This amendment is by and between the State of Minnesota, acting through the Minnesota Department of Employment and Economic Development (“State Entity”) and the City of Duluth, City Hall, Room 418, 411 West First Street, Duluth, MN 55802 (“Grant Recipient”).

Recitals

1. The State Entity has a grant contract agreement with the Grant Recipient identified as the Master Grant Agreement Construction Grant for the Duluth Regional Exchange District Project Dated 6/24/2019 (“Original Grant Agreement”) to provide (1) repurposing vacant or underutilized private land, or unutilized property interests, such as air rights, for development and redevelopment and to incent significant private investment; (2) redeveloping vacant or underutilized private land to increase its tax-generating and job-creating potential or to provide housing or meeting community needs; and (3) development by the anchoring institutions in the community, such as health care organizations and institutions of higher education, to create opportunities to improve the economy of the City and Greater Minnesota regions and attract and retain workforce.
2. The State Entity and Grant Recipient amended the Original Grant Agreement by that certain "Amendment #1 for Grant Contract Agreement #DRED-22-0001-O-FY23 executed by the State Entity and Grant Recipient on September 29, 2022 ("Amendment 1") that applied the Grant amounts to projects 1, 2, 3, 5, and 6 described in Amendment 1.
3. The State Entity and Grant Recipient amended the Original Grant Agreement by that certain "Amendment #2 for Grant Contract Agreement #DRED-22-0001-O-FY23 executed by the State Entity and Grant Recipient on June 21, 2023 ("Amendment 2") that extended the deadline to obtain ownership of Project 2 described in Amendment 1.
4. The State Entity and Grant Recipient amended the Original Grant Agreement by that certain "Amendment #3 for Grant Contract Agreement #DRED-22-0001-O-FY23 executed by the State Entity and Grant Recipient on September 7, 2023 ("Amendment 3") that extended the deadline to disburse all of the Grant identified in executed Amendments to the Original Grant Agreement.
5. The State Entity and Grant Recipient amended the Original Grant Agreement by that certain "Amendment #4 for Grant Contract Agreement #DRED-22-0001-O-FY23 executed by the State Entity and Grant Recipient on February 28, 2024 ("Amendment 4") that applied the Grant amounts to project 7 described in Amendment 4.
6. The State Entity and Grant Recipient amended the Original Grant Agreement by that certain "Amendment #5 for Grant Contract Agreement #DRED-22-0001-O-FY23 executed by the State Entity and Grant Recipient on August 20, 2024 ("Amendment 5") that applied the Grant amounts to project 8 described in Amendment 5.
7. The Commissioner of Minnesota Management and Budget (“MMB”) sold State Entity of Minnesota State General Fund Appropriation Bonds, Taxable Series 2023A (Duluth Regional Exchange District), dated November 8, 2023 (the “Series 2023 Bonds”) to provide \$30,120,000 in state appropriation support payments for the purposes of financing Projects authorized under the Act.
8. The State Entity and Grant Recipient desire to enter into this Amendment to facilitate the use of \$11,820,000.00 of proceeds of the Series 2023 Bonds for the purposes described in Section 1 of this Amendment.

9. The Grant Recipient intends to apply the Grant amounts provided by this Amendment to the Project identified in subparagraph 4 of Recital C of the Original Grant Agreement authorized for state appropriation support payments under the Act.
10. The State Entity and the Grant Recipient are willing to amend the Original Grant Contract Agreement as stated below.

Grant Contract Amendment

1. The Grant Recipient reasonably intends to apply the Grant amounts provided in this Amendment to the following project:

Project 4. Demolition of existing hospital structure for site reuse for the public purposes described in Minnesota Statutes Section 469.51 not to exceed \$11,820,000.00.

2. “Real Property” for purposes of the Original Grant Agreement as amended by Amendment 1, Amendment 2, Amendment 3, Amendment 4, Amendment 5 and this Amendment means the real property located within the Regional Exchange District in the County of St. Louis, State of Minnesota, legally described in **Annex 1** to this Amendment. Annex 1 of this Amendment shall amend and replace Annex 1 of Amendment 5 in its entirety.

(The intent of this provision is to add Project 4 to the definition of Real Property in the Original Grant Agreement).

3. The Useful Life of the Real Property and, if applicable, Facilities subject to this Amendment is shown in **Annex 2** to this Amendment for the Project identified in Section 1.
4. The Grant Recipient represents to the State Entity and the Commissioner of MMB that **Annex 3** is intended to be a source and use statement for purposes of Section 5.24 of the Original Grant Agreement and shows the total cost of the Projects or Project phases being funded as part of this Amendment and all of the funds that are available for the completion of the Projects or Project Phases identified in **Annex 3**. The information contained in **Annex 3** correctly and accurately delineates the information required by Section 5.24 of the Original Grant Agreement. Use of Grant Proceeds will be used for one or more of the eligible purposes identified in Section 2.02 of the Original Grant Agreement.
5. The Grant Recipient represents to the State Entity and the Commissioner of MMB that **Annex 4** correctly and accurately delineates the projected schedule for the completion of the Projects subject to this Amendment. Commencing by March 1 of the year following the year in which the Project subject to this Amendment is completed, the Grant Recipient shall provide information to the State Entity required by Section 5.29.C. of the Original Grant Agreement.
6. The Grantee hereby acknowledges that Project 4 must only be used for public purposes consistent with Minn. Stat. §469.51 and may not be used for religious purposes. The Grantee acknowledges that that certain Restrictive Covenant executed on September 27, 2024 by the owner of Project 4, Benedictine Benevolent Sisters Association, and recorded on October 14, 2024 in the St. Louis County Recorder’s Office as Document Number 01497251 and recorded on October 10, 2024 in the St. Louis County Registrar of Titles Office as Document Number 1083934 subjects the Project 4 property to the Original Grant Agreement, as amended by Amendment 1, Amendment 2, Amendment 3, Amendment 4, Amendment 5, and this Amendment.

7. Unless specifically amended, modified or changed by this Amendment, the Original Grant Agreement, as amended by all previous amendments, shall remain in full force and effect and unchanged. All initially capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Original Grant Agreement.
8. The Recitals above are hereby incorporated into this Amendment.

[THE SIGNATURE PAGE AND ANNEXES FOLLOW]

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §16A.15

Signed: _____

Date: _____

SWIFT Contract/PO No(s): _____

3. STATE OF MINNESOTA: DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: _____
(WITH DELEGATED AUTHORITY)

Title: _____

Date: _____

2. GRANT RECIPIENT

The Grant Recipient certifies that the appropriate person(s) has executed the grant contract on behalf of the Grant Recipient as required by applicable articles, bylaws, resolutions, or ordinances.

CITY OF DULUTH

By: _____
Mayor

Attest: _____
City Clerk

Dated: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

Distribution:
Agency
Grantee
State's Authorized Representative

Annex 1 to Grant Agreement Amendment

**LEGAL DESCRIPTION OR GENERAL DESCRIPTION
OF RESTRICTED PROPERTY**

PROJECT 4

Descriptions subject to correction and re-recording upon availability of as-built survey.

Lots 65,67,69,71,73,75,77 and 79, East 3rd Street, Duluth Proper, First Division

Lots 66,68,70,72,74,76,78, and 80, East 4th Street, Duluth Proper, First Division

Lots 15 and 16, Block 70 Portland Division

St. Louis County, Minnesota

PROJECT 7

Descriptions subject to correction and re-recording upon availability of as-built survey.

All that part of Blocks Eighteen (18) and Nineteen (19), in Portland Division of Duluth, according to the plat thereof, on file and of record in the office of the Register of Deeds, St. Louis County, Minnesota, in Book A of Plats, page 91, included within the following described boundaries, to-wit:

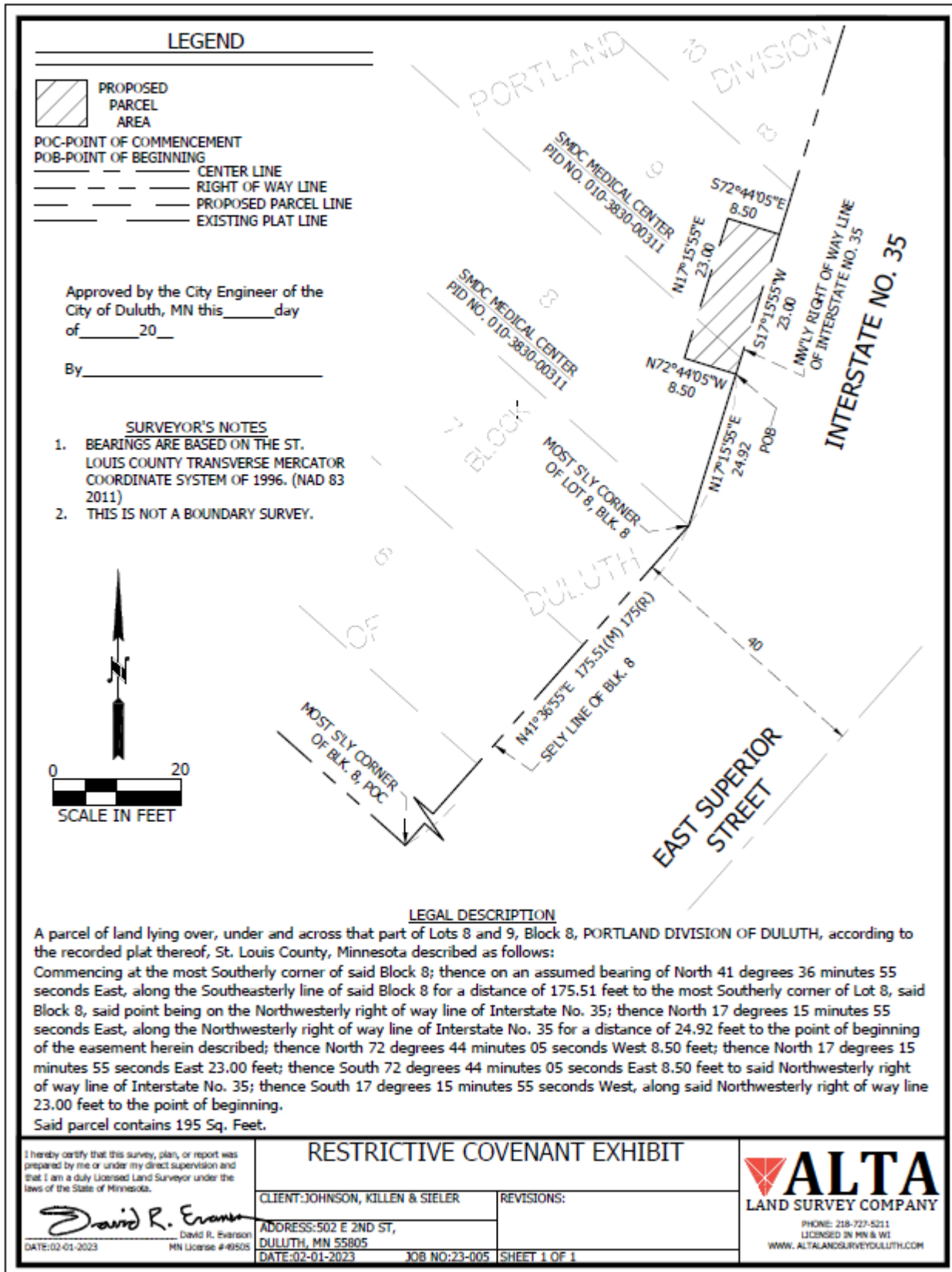
The centerline of East First Street; the Westerly line as extended of Lot Five (5) in said Block 19; the centerline of the alley between said Block 19 and Block 16; and the extended Westerly line of Lot One (1) in said Block 18.

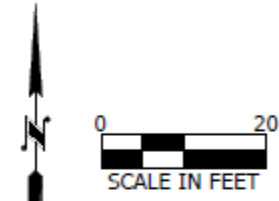
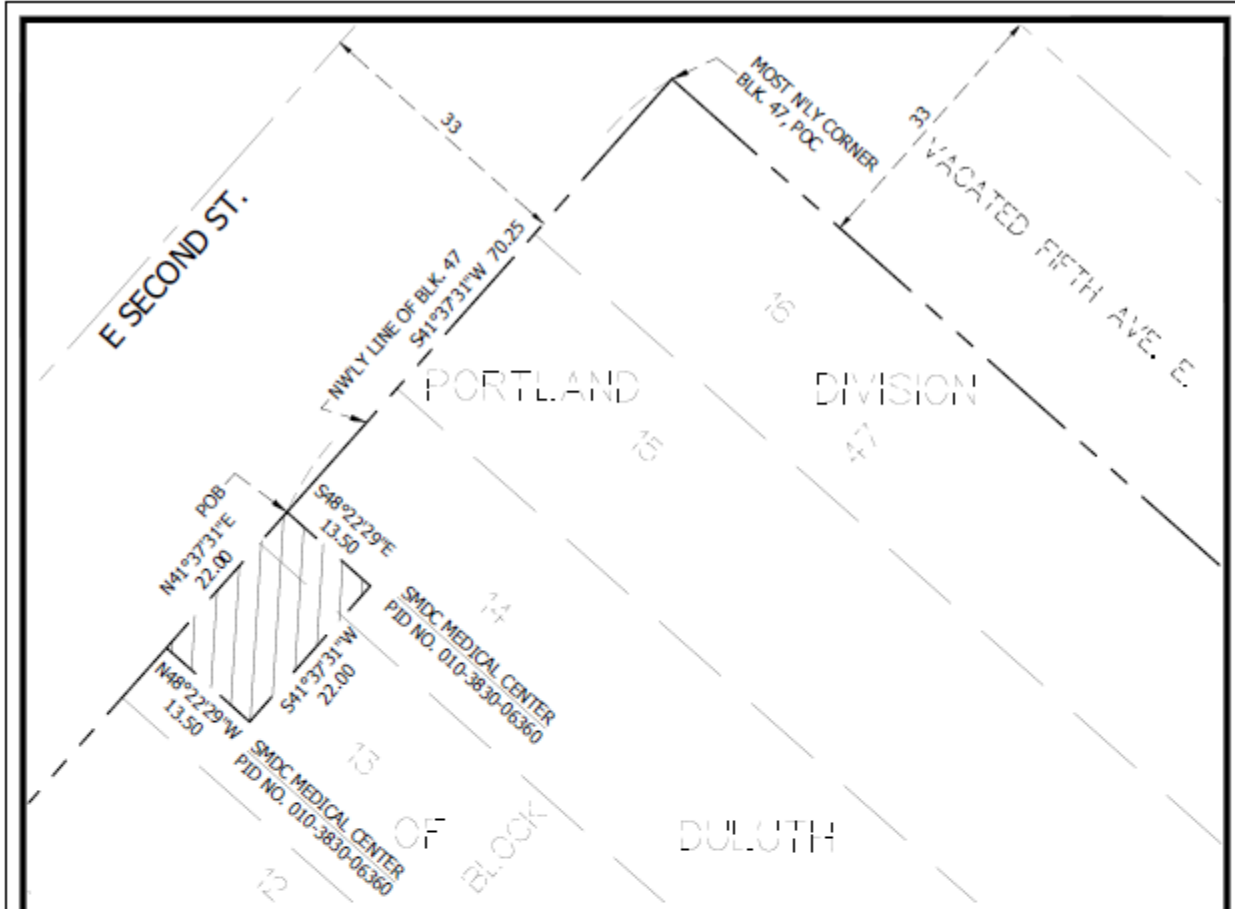
All assuming First Street to run East and West.

Subject to the dedication of public use of avenues, streets, squares and places designated as public grounds on the Plat of Portland Division of Duluth, recorded in the office of the County Recorder, St. Louis County, Minnesota, in Book A of Plats, page 91, filed April 23, 1870, except as the same may have been properly vacated.

PROJECT 8

East 2nd Street Bus Shelter Parcel; 1st Alley Parcel; 4th Avenue E Wall Parcel; and E Superior Street Bus Shelter Parcel in that order





Approved by the City Engineer of the City of Duluth, MN this _____ day of _____ 20__

By _____

LEGAL DESCRIPTION

A parcel of land lying over, under and across that part of Lots 13 and 14, Block 47, PORTLAND DIVISION OF DULUTH, according to the recorded plat thereof, St. Louis County, Minnesota described as follows:
 Commencing at the most Northerly corner of said Block 47; thence on an assumed bearing of South 41 degrees 37 minutes 31 seconds West, along the Northwesterly line of said Block 47 for a distance of 70.25 feet to the point of beginning of the easement herein described; thence South 48 degrees 22 minutes 29 seconds East 13.50 feet; thence South 41 degrees 37 minutes 31 seconds West 22.00 feet; thence North 48 degrees 22 minutes 29 seconds West 13.50 feet to said Northwesterly line of said Block 47; thence North 41 degrees 37 minutes 31 seconds East, along said Northwesterly line 22.00 feet to the point of beginning.
 Said parcel contains 297 Sq. Feet.

LEGEND

- PROPOSED PARCEL AREA
- POC-POINT OF COMMENCEMENT
- POB-POINT OF BEGINNING
- CENTER LINE
- RIGHT OF WAY LINE
- PROPOSED PARCEL LINE
- EXISTING PLAT LINE

SURVEYOR'S NOTES

1. BEARINGS ARE BASED ON THE ST. LOUIS COUNTY TRANSVERSE MERCATOR COORDINATE SYSTEM OF 1996. (NAD 83 2011)
2. THIS IS NOT A BOUNDARY SURVEY.

I hereby certify that this survey, plan, 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.

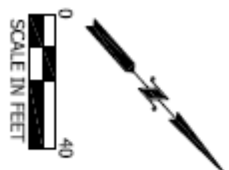
David R. Evarson
 David R. Evarson
 MN License #49505
 DATE: 02-01-2023

RESTRICTIVE COVENANT EXHIBIT

CLIENT: JOHNSON, KILLEN & SIELER
 ADDRESS: 502 E 2ND ST,
 DULUTH, MN 55805
 DATE: 02-01-2023

REVISIONS:

ALTA
 LAND SURVEY COMPANY
 PHONE: 218-727-5211
 LICENSED IN MN & WI
 WWW.ALTLANDSURVEYDULUTH.COM

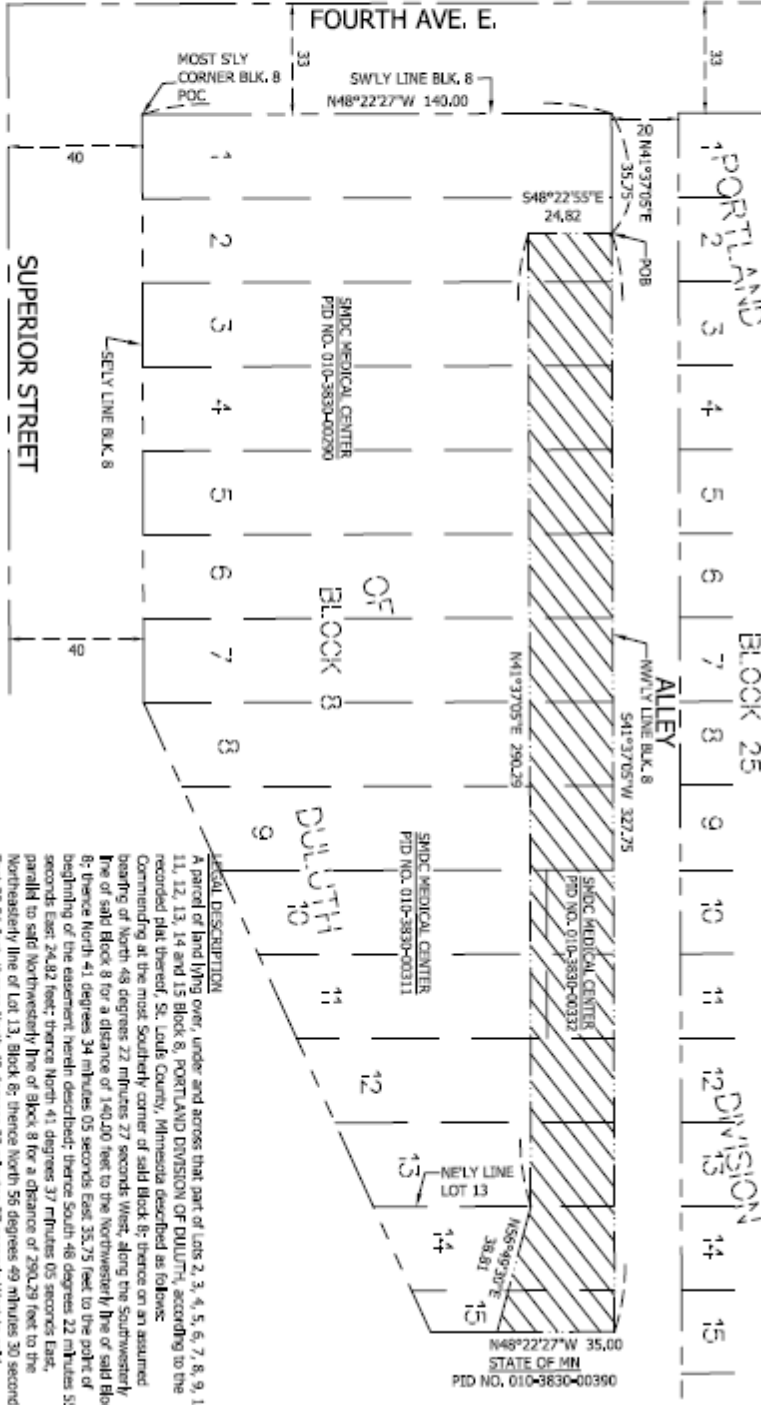


Approved by the City Engineer of the City of Duluth, MN this _____ day of _____ 20__

- SURVEYOR'S NOTES**
1. BEARINGS ARE BASED ON THE ST. LOUIS COUNTY TRANSVERSE MERCATOR COORDINATE SYSTEM OF 1996. (NAD 83 2011)
 2. THIS IS NOT A BOUNDARY SURVEY.

LEGEND

- PROPOSED PARCEL
- AREA
- POB-POINT OF BEGINNING
- POC-POINT OF COMMENCEMENT
- CENTER LINE
- RIGHT OF WAY LINE
- PROPOSED PARCEL LINE
- EXISTING PLAT LINE



LEGAL DESCRIPTION

A parcel of land lying over, under and across that part of lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 Block 8, PORTLAND DIVISION OF DULUTH, according to the recorded plat thereof, St. Louis County, Minnesota described as follows: Commencing at the most southerly corner of said Block 8; thence on an assumed bearing of North 48 degrees 22 minutes 27 seconds West, along the southerly line of said Block 8 for a distance of 140.00 feet to the northwesterly line of said Block 8; thence North 41 degrees 05 seconds East 35.75 feet to the point of beginning of the easement herein described; thence South 46 degrees 22 minutes 55 seconds East 24.82 feet; thence North 41 degrees 37 minutes 05 seconds East, parallel to said Northwesterly line of Block 8 for a distance of 290.29 feet to the Northwesterly line of Lot 13, Block 8; thence North 56 degrees 49 minutes 30 seconds East 38.81 feet; thence North 48 degrees 22 minutes 27 seconds West to said Northwesterly line of Block 8; thence South 41 degrees 37 minutes 05 seconds West, along said Northwesterly line 327.75 feet to the point of beginning. Said parcel contains 8,525.59 Feet.

Surveyor's seal and signature: **David R. Evans**, David R. Evans, Surveyor, No. License 48828

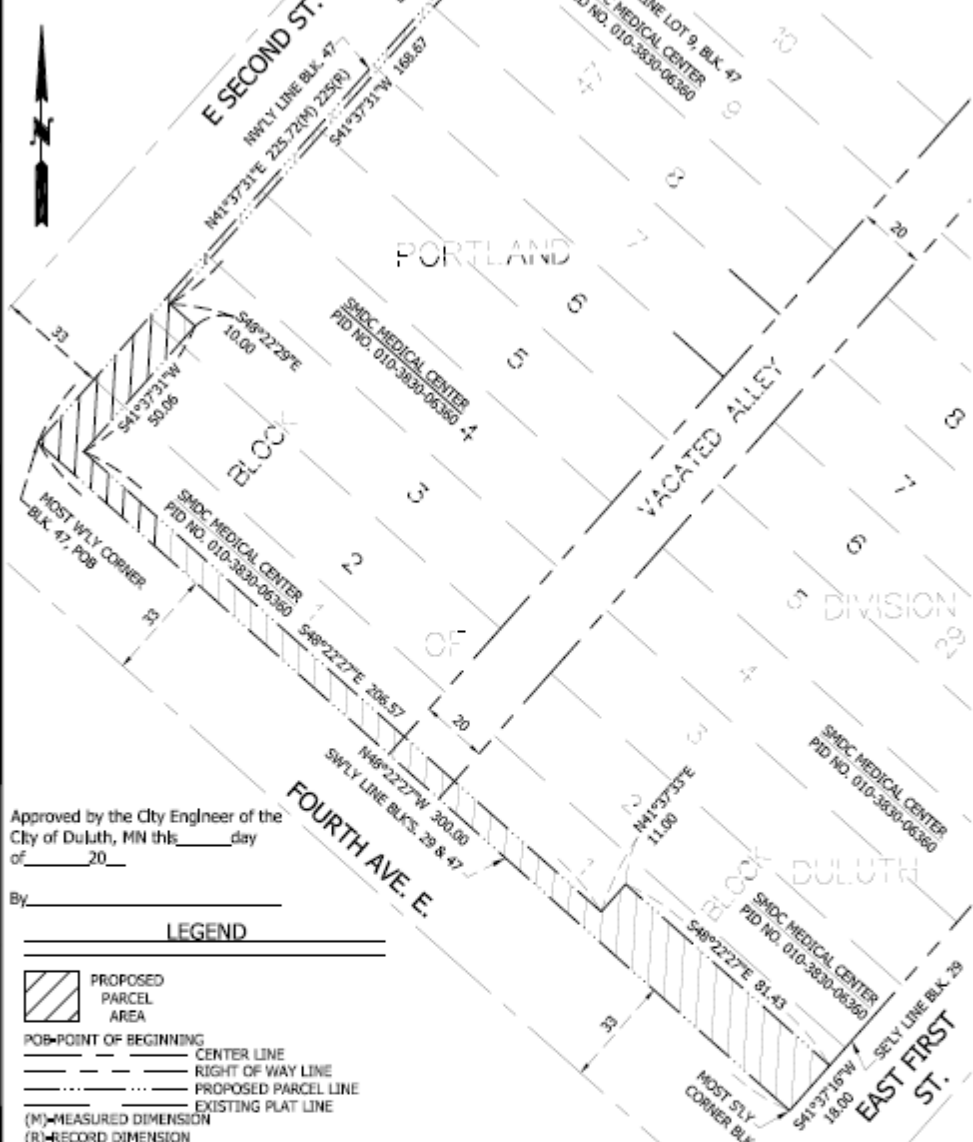
RESTRICTIVE CONVENANT EXHIBIT

CLIENT: JOHNSON, GILLEN & SEILER
ADDRESS: 207 E 2ND ST, DULUTH, MN 55805
DATE: 03-14-2023

REVISIONS:

ALTA
LAND SURVEY COMPANY
PHONE: 218-262-4111
WWW.ALTA-SURVEYING.COM

- SURVEYOR'S NOTES**
1. BEARINGS ARE BASED ON THE ST. LOUIS COUNTY TRANSVERSE MERCATOR COORDINATE SYSTEM OF 1996, (NAD 83 2011)
 2. THIS IS NOT A BOUNDARY SURVEY.



Approved by the City Engineer of the City of Duluth, MN this _____ day of _____ 20__

By _____

LEGEND

- PROPOSED PARCEL AREA
- POB-POINT OF BEGINNING
- CENTER LINE
- RIGHT OF WAY LINE
- PROPOSED PARCEL LINE
- EXISTING PLAT LINE
- (M)-MEASURED DIMENSION
- (R)-RECORD DIMENSION

LEGAL DESCRIPTION

A parcel of land lying over, under and across that part of Lot 1, Block 29, Lots 1, 2, 3, 4, 5, 6, 7, 8 & 9, Block 47 and that part of the vacated alley lying between and adjacent to said Blocks 29 & 47, all in PORTLAND DIVISION OF DULUTH, according to the recorded plat thereof, St. Louis County, Minnesota described as follows:
 Beginning at the most Westerly corner of said Block 47; thence on an assumed bearing of North 41 degrees 37 minutes 31 seconds East, along the Northwestern line of said Block 47 for a distance of 225.72 feet to the most Northerly corner of Lot 9, said Block 47; thence South 48 degrees 22 minutes 42 seconds East, along the Northeasterly line of said Lot 9 for a distance of 2.00 feet; thence South 41 degrees 37 minutes 31 seconds West 168.67 feet; thence South 48 degrees 22 minutes 29 seconds East 10.00 feet; thence South 41 degrees 37 minutes 31 seconds West 50.06 feet; thence South 48 degrees 22 minutes 27 seconds East 206.57 feet; thence North 41 degrees 37 minutes 33 seconds East 11.00 feet; thence South 48 degrees 22 minutes 27 seconds East 81.43 feet to the Southeastery line of said Block 29; thence South 41 degrees 37 minutes 16 seconds West, along said Southeastery line 18.00 feet to the most Southerly corner of said Block 29; thence North 48 degrees 22 minutes 27 seconds West, along the Southwesterly line of said Blocks 29 and 47 for a distance of 300.00 feet to the point of beginning.
 Said parcel contains 3,934 Sq. Feet or 0.09 Acres.

I hereby certify that this survey, plan, 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.

David R. Evans
 David R. Evans
 No. License #46905
 DATE 02-01-2023

RESTRICTIVE COVENANT EXHIBIT	
CLIENT: JOHNSON, KILLEN & SIELER	REVISIONS:
ADDRESS: 502 E 2ND ST, DULUTH, MN 55805	
DATE: 02-01-2023	JOB NO: 23-005 SHEET 1 OF 1

ALTA
 LAND SURVEY COMPANY

PHONE 218-721-9111
 LICENSED IN MN & WI
 WWW.ALTLANDSURVEYDULUTH.COM

PROJECT 1

Descriptions subject to correction and re-recording upon availability of as-built survey.

That part of Fourth Ave. E. adjacent to Lot 16, Block 26 and Lot 1, Block 25 in the plat of PORTLAND DIVISION lying between the northeasterly extension of the northwest line of said Lot 16, Block 26 and the northeasterly extension of the southeast line of said Lot 16, Block 26.

St. Louis County, Minnesota

PROJECT 2

Descriptions subject to correction and re-recording upon availability of as-built survey.

Parcel I

Lots 4 and 5, Block 28, PORTLAND DIVISION, including East half Lot 51 and West half of Lot 53, EAST FIRST STREET, DULUTH PROPER, FIRST DIVISION, except Northerly Fifty feet (50'), St. Louis County, Minnesota.

Parcel II

Lot One (1) in Block Twenty-eight (28), PORTLAND DIVISION OF DULUTH, St. Louis County, Minnesota.

Parcel III

Lot 2 Block 28 PORTLAND DIVISION OF DULUTH and Lot 49, EXCEPT the N'ly 50 feet thereof, EAST FIRST STREET, DULUTH PROPER FIRST DIVISION, St. Louis County, Minnesota.

Parcel IV

Lot 3 Block 28 PORTLAND DIVISION OF DULUTH and All of that part of Lot 51 EAST FIRST STREET, DULUTH PROPER, FIRST DIVISION, that lies between the W'ly line of said Lot 51 and a parallel line thereto and 25 feet distant therefrom, EXCEPT the W'ly 15 feet of the N'ly 50 feet thereof, St. Louis County, Minnesota.

Parcel V

N'ly 50 feet of Lot 49 EAST FIRST STREET, DULUTH PROPER FIRST DIVISION and W'ly 15 feet of the N'ly 50 feet of Lot 51 EAST FIRST STREET, DULUTH PROPER FIRST DIVISION, St. Louis County, Minnesota.

Parcel 1

That part of Lots Four (4) and Five (5), Block Twenty-eight (28), Portland Division of Duluth, and the East Half of Lot Fifty-one (51) and the West Half of Lot Fifty-three (53), East First Street, DULUTH PROPER FIRST DIVISION, lying North of a line drawn parallel with and Ninety (90) feet North of North line of First Street, according to the recorded plat thereof on file and of record in the Office of the St Louis County Recorder, including that portion of the alley abutting thereof, vacated by the City of Duluth by its Resolution dated October 1, 1888, recorded October 12, 1888 in Book C of Miscellaneous, page 590.

Parcel 2

Lot Six (6), Block Twenty-Eight (28) PORTLAND DIVISION OF DULUTH, and East Half of Lot Fifty-Three (53), East First Street, DULUTH PROPER, FIRST DIVISION, according to the recorded plats thereof, St. Louis County MN, including that portion of the alley abutting thereof, vacated by the City of Duluth by its Resolution dated October 1, 1888, recorded October 12, 1888 in Book C of Miscellaneous, page 590.

Parcel 3

LOT 8, BLOCK 28 PORTLAND DIVISION OF DULUTH, St. Louis County, Minnesota.

AND

Lot 55 EAST FIRST STREET, DULUTH PROPER FIRST DIVISION

Lot 7 Block 28 PORTLAND DIVISION OF DULUTH, St. Louis County, Minnesota.

Parcel 4

Lot nine (9), Block twenty-eight (28), PORTLAND DIVISION OF DULUTH, according to the plat thereof, on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota, including that portion of the alley abutting thereof, vacated by the City of Duluth by its Resolution dated October 1, 1888, recorded October 12, 1888 in Book C of Miscellaneous, page 590.

Parcel 5

Lots 10 and 11, Block 28, PORTLAND DIVISION OF DULUTH, including that portion of the alley abutting thereof, vacated by the City of Duluth by its Resolution dated October 1, 1888, recorded October 12, 1888 in Book C of Miscellaneous, page 590, St. Louis County, Minnesota.

Parcel 6

Lot Twelve (12) and the Southerly 90 feet of Westerly 2 1/2 feet of Lot Thirteen (13), Block Twenty-eight (28), PORTLAND DIVISION OF DULUTH, according to the plat thereof on file and of record in the office of the County Recorder of St. Louis County, Minnesota, including that portion of the alley abutting thereof, vacated by the City of Duluth by its Resolution dated October 1, 1888, recorded October 12, 1888 in Book C of Miscellaneous, page 590.

Parcel 7

Lot Thirteen (13) EXCEPT the Southerly 90 feet of the Westerly 2 1/2 feet thereof, and all of Lots Fourteen (14), Fifteen (15), Block Twenty-eight (28), PORTLAND DIVISION OF DULUTH, according to the recorded plat thereof.

Parcel 8

Lots Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), Block Forty-eight (48), PORTLAND DIVISION OF DULUTH, and Lots Sixty-two (62) and Sixty-four (64), East Second Street, DULUTH PROPER, FIRST DIVISION, according to the respective plat thereof, on file and of record in the office of the Register of Deeds, St. Louis County, Minnesota.

Parcel 9

Lot Sixteen (16), Block Twenty-eight (28), PORTLAND DIVISION OF DULUTH, according to the recorded plat thereof.

PROJECT 3

Descriptions subject to correction and re-recording upon availability of as-built survey.

That part of Sixth Ave. E. lying adjacent to and between Blocks 30, 31, 45 and 46 in PORTLAND DIVISION OF DULUTH lying southeast of the northeasterly extension of the northwest line of said Block 46 and northwest of the northeasterly extension of southeast line of said Block 30.

St. Louis County, Minnesota

PROJECT 5

Descriptions subject to correction and re-recording upon availability of as-built survey.

That portion of Fourth Ave. E. lying adjacent to and between Blocks 7, 8, 25, 26, 28, 29, 47, and 48 in PORTLAND DIVISION OF DULUTH lying southeast of the northeasterly extension of the northwest line of said Block 48 and northwest of the northeasterly extension of southeast line of said Block 7

AND

That portion of Superior St. in PORTLAND DIVISION OF DULUTH and THE PART OF DULUTH FORMERLY CALLED PORTLAND lying between the following four lines:

- (1) The northeast extension of the southeast line of said Block 7;
- (2) The northwest line of Block 5 in the plat of THE PART OF DULUTH FORMERLY CALLED PORTLAND;
- (3) The southeast extension of the northeast line of said Block 7; and
- (4) The southeast extension of the southwest line of said Block 8

AND

That portion of Second St. in PORTLAND DIVISION OF DULUTH lying between the southeast extension of the southwest line of Block 49 in said PORTLAND DIVISION OF DULUTH and the northwest extension of the southwest line of Block 45 in said PORTLAND DIVISION OF DULUTH.

That portion of First St. in PORTLAND DIVISION OF DULUTH lying between the southeast extension of the southwest line of Block 29 in said PORTLAND DIVISION OF DULUTH and the northwest extension of the southwest line of Block 23 in said PORTLAND DIVISION OF DULUTH.

The alley adjacent to and lying between Block 8, 9, 10, 23, 24 and 25 in PORTLAND DIVISION OF DULUTH lying between the east line of 4th Ave. E. and the northeast extension of the northeast line of said Block 10.

That portion of 7th Ave. E. (Washington Ave. per plat) in PORTLAND DIVISION OF DULUTH lying southeast of the northeast extension of the northwest line of Block 23 in said PORTLAND DIVISION OF DULUTH and northwest of the northeast extension of the northwest line of Block 10 in said PORTLAND DIVISION OF DULUTH.

That alley adjacent to and lying between Blocks 31 and 45 in the plat of PORTLAND DIVISION OF DULUTH lying between the southeasterly extension of the northwest line of said Block 45 and the southeasterly extension of the northeast line of said Block 45.

St. Louis County, Minnesota

PROJECT 6

Descriptions subject to correction and re-recording upon availability of as-built survey.

That portion of East and West Superior Street in the plats of DULUTH PROPER FIRST DIVISION, PORTLAND DIVISION OF DULUTH and THE PART OF DULUTH FORMERLY CALLED PORTLAND lying between the southeasterly extension of the northeast line of Lot 17, W. SUPERIOR ST. in said DULUTH PROPER FIRST DIVISION and the southeast extension of the southwest line of Lot 1, Block 8 in said PORTLAND DIVISION

AND

That portion of Fourth Ave. E. lying adjacent to and between Blocks 7, 8, 25, 26, 28, 29, 47, and 48 in PORTLAND DIVISION OF DULUTH lying southeast of the northeasterly extension of the northwest line of said Block 48 and northwest of the northeasterly extension of southeast line of said Block 7

AND

That portion of First Avenue West in the plat of CENTRAL DIVISION OF DULUTH lying southeast of the northeast extension of northwest line of Lot 18, Block 5 in said CENTRAL DIVISION OF DULUTH and northwest of the northeast extension of the northwest line of Lot 16, Block 11 in said CENTRAL DIVISION OF DULUTH

AND

Those portions of Lots 1-11, Block 12 in the plat of CENTRAL DIVISION OF DULUTH lying within fifty feet (50') of the northwest line of said Block 12.

AND

That portion of Lake Avenue in the plat of CENTRAL DIVISION OF DULUTH lying southeast of the northeast extension of Lot 11, Block 12 in said CENTRAL DIVISION OF DULUTH and northwest of the following described line: Beginning at the most easterly corner of Block 11, said CENTRAL DIVISION OF DULUTH; thence run northeasterly to a point on the southwesterly line of Lot 2, Block 13, said CENTRAL DIVISION OF DULUTH, distant 60 feet southeasterly of the most westerly corner thereof and there terminating.

AND

That part of Lot 1, Block 13, CENTRAL DIVISION OF DULUTH lying northwest of the following described line: Beginning at the most easterly corner of Block 11, said CENTRAL DIVISION OF DULUTH; thence run northeasterly to a point on the southwesterly line of Lot 2, Block 13, said CENTRAL DIVISION OF DULUTH, distant 60 feet southeasterly of the most westerly corner thereof and there terminating.

AND

Lots 16, 18, 20, Block 2, INDUSTRIAL DIVISION OF DULUTH
St. Louis County, Minnesota

Annex 2 to Grant Agreement Amendment
USEFUL LIFE OF REAL PROPERTY AND, IF APPLICABLE, FACILITIES
FOR EACH PROJECT

FOR EACH PROJECT

Project No.	Description	Useful Life
Project 4	Demolition of existing hospital structure for site reuse for the public purposes described in Minnesota Statutes Section 469.51	30 years

**Annex 3 to Grant Agreement Amendment
SOURCES AND USES**

Source of Funds		Use of Funds	
Identify Source of Funds	Amount	Identify Items	Amount
State Funds			
Grant	\$11,820,000	Planning, design, site preparation, demolition, and furnishing and equipping costs for demolition of an existing hospital structure for site reuse, for the public purposes enumerated in the Act.	\$11,820,000
Other State Funds			
Subtotal	\$N/A		
Matching Funds			
Subtotal	\$N/A	Subtotal	\$11,820,000
Other Grant Recipient Funds		Items Paid for with Non-Grant Funds	\$2,332,225
Subtotal	\$N/A	Subtotal	\$N/A
Loans			
Subtotal	\$N/A		
Other Funds			
Subtotal	\$2,332,225		
Prepaid Project Expenses			
Subtotal	\$N/A		
TOTAL FUNDS	\$14,152,225	TOTAL PROJECT COSTS	\$14,152,225

Annex 4 to Grant Agreement Amendment

PROJECT 4 COMPLETION SCHEDULE

Project 4	Demolition: Building down, debris removed and hauled offsite	6/1/2025
Project 4	Demolition: Seeding and site restoration complete and ready for re-use	6/1/2026