

EXHIBIT 1

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN CITY OF DULUTH AND DULUTH ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, this FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “First Amendment”) is entered into by and between the CITY OF DULUTH, a municipal corporation and political subdivision under the laws of the State of Minnesota (“City”) and the DULUTH ECONOMIC DEVELOPMENT AUTHORITY, a public body, corporate and politic and political subdivision under Minnesota Statutes Chapter 469 (“DEDA”). City and DEDA are referred to in this Agreement collectively as the “Parties.”

WHEREAS, the Parties entered into a Development Agreement dated January 26, 2022 relating to certain real property owned by City and located in St. Louis County, Minnesota (the “Development Agreement”). The Development Agreement was registered in the Office of the St. Louis County Registrar of Titles on February 15, 2022 as Document No. 1053375.

WHEREAS, the Parties desire to amend the Development Agreement with this First Amendment to correct certain errors in the legal description included on Exhibit A to the Development Agreement.

NOW, THEREFORE, City and DEDA agree to amend the Development Agreement as follows:

1. Exhibit A of the Development Agreement is amended and completely replaced with the attached Exhibit A.

2. Except as specifically amended pursuant to this First Amendment, the Development Agreement remains in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Development Agreement, the provisions of this Development Agreement shall govern. Capitalized terms used but not defined in this First Amendment shall have the same meanings ascribed to them as in the Development Agreement.

[Remainder of this page is intentionally left blank.]

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

CITY OF DULUTH

By: _____
Mayor

By: _____
City Clerk

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

This instrument was acknowledged before me on _____, 2022, by Emily Larson, Mayor of the City of Duluth, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota.

Notary Public

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

This instrument was acknowledged before me on _____, 2022, by Ian B. Johnson, City Clerk of the City of Duluth, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota.

Notary Public

DULUTH ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Its President

By: _____
Its Secretary

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Matt Cartier, the President of the Duluth Economic Development Authority, a public body, corporate and politic and political subdivision under Minnesota Statutes Chapter 469.

Notary Public

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Ellie Just, the Secretary of the Duluth Economic Development Authority, a public body, corporate and politic and political subdivision under Minnesota Statutes Chapter 469.

Notary Public

This instrument was drafted by:
Office of the City Attorney
Room 410 City Hall
411 West 1st Street
Duluth, MN 55802-1198

EXHIBIT A

City of Duluth
Duluth Economic Development Authority
Legal Land Description
Lester River Golf Course Subdivision
SEH No.: DEDA0 164215

Lots 9 through 24, inclusive, Block 57; Lots 1 through 28, inclusive, Block 58; Lots 1 through 6, inclusive, Block 59; Lots 1 through 28, inclusive, Block 63; and Lots 9 through 30 inclusive, Block 64, EXCEPT all those parts of Lots 28, 29, and 30, said Block 64, lying southerly of the following described line:

BEGINNING at a point where the north line of vacated Oneida Alley intersects the common boundary line between Lots 8 and 9, Block 64, thence run easterly to a point where the north line of vacated Tioga Street intersects the common boundary line between Lots 27 and 28, Block 64, and said line there terminating; all in LESTER PARK FOURTH DIVISION, according to the recorded plat thereof, Saint Louis County, Minnesota;

AND

Lot 11, EDGEWATER, according to the recorded plat thereof, Saint Louis County, Minnesota;

AND

All those parts of Lots 10 and 13, EDGEWATER, and Lots 1 through 4, inclusive, and Lots 23 through 28, inclusive, Block 62, LESTER PARK FOURTH DIVISION, lying southerly of the following described line:

Commencing at the West Quarter Corner of Section 4, Township 50 North, Range 13 West, Saint Louis County, Minnesota, according to the US Government Survey thereof, thence North 1 degree 04 minutes 21 seconds West, assigned bearing, along the west line of said Section 4, a distance of 381.59 feet; thence North 89 degrees 27 minutes 39 seconds East a distance of 567.80 feet to a point on the west line of said Lot 10, EDGEWATER, said west line of Lot 10 being the centerline of Benson Road, according to said plat of EDGEWATER, said Benson Road now being known as Lester River Road, and said point being the POINT OF BEGINNING; thence continuing North 89 degrees 27 minutes 39 seconds East a distance of 961.27 feet to the northwesterly line of East Oneida Street, LESTER PARK FOURTH DIVISION; said line also being the southeasterly line of said Lot 13, EDGEWATER; thence continuing North 89 degrees 27 minutes 39 seconds East a distance of 511.49 feet, more or less, to the southeast line of said Lot 23, Block 62, LESTER PARK FOURTH DIVISION, and there terminating.

CERTIFICATION

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.



Chris A. Larsen, PLS
Minnesota License No. 45848

July 19, 2022

Date