

PURCHASE AND DEVELOPMENT AGREEMENT

THIS PURCHASE AGREEMENT (this “**Agreement**”) is made as of _____, 2025 (“**Effective Date**”), by and between DULUTH ECONOMIC DEVELOPMENT AUTHORITY, a public body, corporate and politic and political subdivision under the laws of the State of Minnesota (“**Seller**” or “**DEDA**”) and **DIRT INC.**, a Minnesota corporation (“**Buyer**”).

RECITALS

A. The State of Minnesota (“**Owner**”) owns and holds real property in trust for the taxing districts in Duluth, St. Louis County, Minnesota, legally described on the attached **Exhibit A** (the “**Real Property**”);

B. Buyer wishes to obtain title to the Property (defined below) for economic development purposes and is desirous of acquiring the Property for the development of a minimum of six single family dwellings of at least 1,000 square feet in size available for sale or long-term rent, which may include accessory dwelling units of at least 600 square feet in size available for long-term rent; and the Seller is desirous of Buyer doing so; and

C. To advance its economic development goals, Seller intends to obtain title to the Property from Owner and promptly sell the Property to Buyer pursuant to the terms and conditions set forth in this Agreement.

D. Seller has the power to sell and convey property owned by it if it determines that the sale and conveyance are in the best interest of the City of Duluth (“**City**”) and its people, and that the transaction furthers its general plan of economic development, and the closing of this transaction is conditioned upon Seller making such findings.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, and other good and valuable consideration, the receipt, sufficiency and mutuality of which are acknowledged, Buyer and Seller agree as follows:

1.0 Property to Be Purchased. Subject to Seller’s acquisition of the Property from Owner and Buyer’s compliance with the terms and conditions of this Agreement, Seller shall sell the Property to Buyer on the terms and conditions set forth in this Agreement. Buyer shall purchase from Seller the following (collectively, the “**Property**”):

- (a) the Real Property; and
- (b) all improvements located on the Real Property, if any.

Seller shall convey and Buyer shall accept title to the Property subject to (i) the easements, restrictions and reversionary clause set forth in the quit claim deed, substantially in the form attached as **Exhibit B** (the “**Deed**”), containing a covenant

running with the land pursuant to Minnesota Statutes Sections 469.090 to 469.108; (ii) the Development Agreement, substantially in the form attached as **Exhibit C**; and (iii) the Permitted Exceptions (defined in Section 4.2 below).

2.0 Purchase Price. The purchase price to be paid by Buyer for the purchase of the Property shall be one hundred thirty-two thousand two hundred thirty and 07/100 Dollars (\$132,230.07) (the “**Purchase Price**”), which includes the sum of \$127,900.00 (the “Land Price”), and (ii) a fee paid to the Owner equal to three percent of the Land Price

2.1 Closing Costs. In addition to the Purchase Price, Buyer shall pay all closing costs, recording fees, any real estate transfer tax or conveyance fees, and any other costs and expenses of Seller or Buyer required to effectuate the transfer or title to the Property from the Owner to Seller and from Seller to Buyer (collectively, the “Closing Costs”). The parties intend that Seller will not incur any out-of-pocket expenses in relation to (i) its acquisition of the Property from the Owner; (ii) the sale of the Property to Buyer; or (iii) the Project. At this time, Closing Costs are estimated to be as follows:

\$25.00	State Deed Fee
\$	Deed Tax (State Deed)
\$92.00	Recording Fees (Owner to Seller transaction)
\$	Deed Tax (Seller to Buyer Deed)
\$138.00	Recoding Fees (Seller to Buyer Transaction)

2.2 Deposit of Funds to Seller. Buyer shall cause all funds to be paid at Closing (defined below) to be deposited into Seller fund 860-860-8640-5510. The Purchase Price and Closing Costs, as they may be adjusted based upon additional information provided by the Owner or otherwise, shall be paid by Buyer to Seller in cash on or before July 1, 2025 (as it may be extended as permitted by this Agreement, the “Payment Due Date”); provided, however, Buyer shall have the one-time option to extend the Payment Due Date by written notice to Seller delivered on or before June 30, 2025, if the DEDA Board Contingency (defined below) has not been satisfied on or before June 30, 2025. In the event the parties identify additional amounts due on the Purchase Price and/or Closing Costs after the Payment Due Date, Buyer shall pay those amounts to City within five (5) business days of Seller’s request for payment. Buyer shall also deliver such documents as Seller may deem necessary to acquire the Property from Owner or to reasonably ascertain Closing Costs.

2.3 Deposit of Funds to Owner. In the event Buyer delivers the cash and required documents as required above, on or before the Payment Due Date, Seller shall submit the following to the Owner within 30 days of the Payment Due Date: (i) that portion of the Purchase Price and the Closing Costs to be paid to Owner; and (ii) all documents required by the Owner to apply to acquire

title to the Property. In the event Buyer does not deliver the cash and documents as required above on or before the Payment Due Date: (i) this Agreement shall terminate and, upon request, each party shall promptly sign a cancellation of purchase agreement evidencing the cancellation of this Agreement; and (ii) except as expressly set forth in this Agreement, the parties shall have no further obligations to one another pursuant to this Agreement.

2.4 Non-Refundable Fee. Pursuant to Seller's fee schedule, Buyer has paid a non-refundable development application fee of \$1,322.30 the receipt of which is acknowledged by Seller, for the staff time invested in facilitating this transaction.

3.0 Closing. The closing of the purchase and sale of the Property from Seller to Buyer contemplated by this Agreement (the "**Closing**") shall occur on a date acceptable to Seller within 60 days of the recording date of the State Deed (defined below) vesting title in the Property to Seller but no later than December 31, 2025 (the "**Closing Date**"). The Executive Director ("**Director**") of DEDA has the authority to extend this Closing Date by three months upon a showing of good cause. The Closing shall take place at the office of First American Title & Abstract Company ("**Title**") in Duluth, Minnesota, or at such other place as the parties shall mutually agree upon. At Closing, the Director shall have the authority to amend this Agreement to attach a complete and correct legal description of the Property.

4.0 Contingencies.

4.1 Seller Contingency. Seller's obligation to sell the Property to Buyer is contingent upon the timely occurrence or satisfaction of each of the following conditions prior to or on the Closing Date:

- Owner Contingency. Seller's obligation to sell the Property to Buyer is contingent on the Owner completing the sale of the Property to Seller on or before the Closing Date and Seller shall have received a deed from Owner conveying the Property to Seller (the "State Deed") on or before the Closing Date (the "Owner Contingency"). If the Owner is unwilling to transfer title of the Property to Seller for any reason: (i) Seller shall return the Closing Costs and the Purchase Price, less the Seller's non-refundable fee, to Buyer, EXCEPT, if the Owner refuses to return any portion of the Purchase Price or Closing Costs to Seller, then Seller shall not be obligated to return that portion of the Purchase Price or the Closing Costs to Buyer. If the Owner Contingency is not satisfied on or before the Closing Date, then: (i) this Agreement shall terminate and, upon request of either party, each party shall promptly sign a cancellation of purchase agreement evidencing the cancellation of this Agreement; and (ii) except as expressly set forth in this Agreement, the parties shall have no further obligations to one another pursuant to this Agreement. Neither Buyer nor Seller may

waive the Owner Contingency. The Purchase Price above is anticipated to be sufficient to reimburse DEDA for its out-of-pocket costs of acquiring the Property and selling it to Buyer.

- Public Hearing. Sale of the Real Property is contingent upon a determination by DEDA as to the advisability of the sale; that the sale and conveyance are in the public interest, the best interests of the City of Duluth and its people; and that the transaction furthers DEDA's general plan for economic development, after a public hearing required under Minnesota Statutes, Section 469.105. The parties understand and agree that the sale/purchase of the Property is contingent upon this determination by the Board of Commissioners of DEDA.
- Preliminary Plans. Prior to the above public hearing required by Minnesota Statutes, Section 469.105, subd. 2, and pursuant to Minnesota Statutes, Section 469.105, subd. 7, the Buyer shall submit to Seller for approval preliminary plans and specifications for the development of the Real Property, which approval by the Director must be in writing. Seller acknowledges that Buyer has submitted preliminary plans to purchase the Real Property for the development of a minimum of four single family dwellings of at least 1,000 square feet in size, which may include accessory dwelling units of at least 600 square feet in size (the "**Project**").
- Final Plans. Prior to the transfer of the title of the Real Property the Buyer shall submit to Seller the final plans and specifications for the development of the Real Property; no transfer shall be made unless and until such plans and specifications are approved in writing by the Director. The detail of the plans and specifications shall enable Seller to determine with reasonable certainty that the Project on the Real Property is or will be in compliance with the law and will, if carried out, provide for the intended use.

- 4.2 Title. Seller shall have no obligation to provide Buyer with a title commitment or an owner's policy of title insurance covering the Property. Buyer may elect to purchase a title commitment at its own expense from Title, which shall in no event delay the Payment Due Date or Closing (the "**Title Commitment**"). In the event that the Title Commitment reflects that the title to the Property is not in a condition that is acceptable to Buyer, Buyer may object to the title defects by specifying its objections in writing to Seller (the "**Title Objections**") and may terminate this Agreement by delivering written notice of termination to Seller prior to the Payment Due Date.. If Buyer does not cancel this Agreement prior to the Payment Due Date, Buyer is deemed to waive its Title Objections and shall accept title to the Property in as-is condition as of the Closing. For purposes of this Agreement, the term "**Permitted Exceptions**" means (1) title matters that are disclosed by the Title Commitment and are not identified by Buyer as Title Objections, (2) any Title Objections waived by Buyer as provided above, (3) municipal and zoning ordinances and agreements entered under

them, (4) recorded easements for the distribution of utility and municipal services directly servicing the Property, (5) recorded building and use restrictions and covenants acceptable to Buyer, (6) taxes in the year of Closing; and (7) any encroachments onto the Property existing as of the Effective Date.

- 4.3 Property Inspection. Buyer acknowledges that (i) Seller cannot grant Buyer permission to physically access the Property because it does not currently own the Property; and (ii) any physical inspection of the Property must be performed by Buyer pursuant to a separate agreement with Owner. Notwithstanding, Buyer shall have determined, on or before the Payment Due Date, that it is satisfied with the condition of the Property. Buyer is solely responsible for any and all investigation relating to the condition of the Property, including environmental contamination. If Buyer is unsatisfied with the condition of the Property, Buyer may terminate this Agreement by delivering written notice of termination to Seller prior to the Payment Due Date. If Buyer terminates this Agreement pursuant to this paragraph, the parties shall have no further obligations to one another pursuant to this Agreement except as expressly provided for in this Agreement.
- 4.4 Hold Harmless and Indemnity. During the Term, Buyer agrees to indemnify, defend and hold harmless Seller from and against any and all liabilities, damages, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, demands, or judgments of any nature whatsoever to the extent arising from Buyer or Buyer's representative's performance of the due diligence investigations (but specifically excluding any liabilities arising from discovery of any hazardous substances or other pre-existing conditions on the Property). On ten (10) days written notice from Seller, Buyer will appear and defend all lawsuits against Seller growing out of such injuries or damage.
- 5.0 Seller's Conditions to Closing. The Closing of the transaction contemplated by this Agreement and the obligation of Seller to sell the Property shall be subject to the following conditions:
- (a) Representations. Buyer's representations in this Agreement shall be true at the time of Closing as though such representations were made at such time.
 - (b) Performance by Buyer. Buyer shall have performed all of its obligations under this Agreement.
 - (c) Approval. The DEDA Board shall have adopted a resolution approving the conveyance on the terms and conditions set forth in this Agreement (the "DEDA Board Contingency"). The DEDA Board Contingency cannot be waived.

If the conditions set forth at 5.0(a) and (b) have not been satisfied or waived prior to the Closing Date, this Agreement may be terminated, at the option of Seller, by

written notice from Seller to Buyer delivered to Buyer no later than the Closing Date. All of the contingencies set forth in Section 5.0 of this Agreement are for the sole and exclusive benefit of Seller and Seller shall have the right to unilaterally waive any contingency by written notice to Buyer.

6.0 Buyer Representations. Buyer makes the following representations:

- (a) Authority to Enter into Agreement. Buyer is a corporation, which is in good standing under the laws of the State of Minnesota, has the full power and authority to: (i) enter into this Agreement; and (ii) purchase the Property in accordance with this Agreement.
- (b) No Additional Consent Needed. No consent or authorization from any other person, entity or government agency is required for Buyer to enter into and perform Buyer's obligations under this Agreement except as has already been obtained.
- (c) No Impact on Other Agreements. The execution of this Agreement will not constitute a breach or default under any agreement to which Buyer is bound.
- (d) No Other Actions Affecting Agreement. There is no suit, action, legal, administrative or other proceeding or inquiry pending or threatened against Buyer which could affect Buyer's ability to enter into and perform Buyer's obligations under this Agreement. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or threatened against Buyer, nor are any such proceedings contemplated by Buyer.
- (e) Prompt Payment of Obligations. Buyer shall promptly pay when due any and all charges for engineering, surveying or other studies, reports, assessments or investigations which are commissioned or requested by Buyer.
- (f) Buyer Investment Commitment. To fulfill the economic development purposes of the sale of the Property, Buyer agrees: (i) to develop a minimum of six single family dwellings of at least 1,000 square feet in size, which may include accessory dwelling units of at least 600 square feet in size and (ii) will make all dwellings and any accessory dwelling units owned by Buyer available for long-term rental or unless sold as single family homes. Buyer agrees that its development of the Property shall be constructed and installed only in conformance with approved plans and must conform to all applicable building, zoning, or other codes or ordinances. Buyer will acquire any and all necessary permits for the construction on the Property. Buyer hereby agrees that no later than three (3) years from the date of conveyance, Buyer will have completed construction of the Project as defined in this Agreement on the Property Notwithstanding the above, Buyer and Seller may mutually agree to extend the construction completion deadline.

- (g) One-year Deadline. Within one (1) year of the date of conveyance of the Property, Buyer shall devote the Property to the intended use as set forth in this Section, or begin improvements to the Property to devote it to that use. If Buyer fails to do so, Seller may cancel the sale and title to the Property shall return to it. Buyer shall not transfer title to the Property within one year of purchase without the consent of Seller.
- (h) Developer Default. If Buyer fails to commence work on time or devote the Property to its intended use on time, Seller may cancel the sale and title to the Property shall revert to Seller, at Seller's election, and in that event, Buyer shall promptly offer a deed to the Property legally described herein, to Seller, who will then refund Buyer the amount of the Purchase Price paid by Buyer to Seller, without interest, less any taxes or other encumbrances affecting the marketability of title. Notwithstanding the foregoing, the DEDA Executive Director may, at their discretion, consider an extension of time for good cause shown by Buyer, and upon conditions to protect the public interest. In the event an extension is granted, such extension shall be to a date certain.
- (i) NO TERMINATION. BUYER ACKNOWLEDGES THAT ONCE THE PURCHASE PRICE IS PAID TO THE OWNER, SELLER WILL BE UNABLE TO CANCEL THE ACQUISITION OF THE PROPERTY FROM OWNER, EVEN IF BUYER DECIDES IT NO LONGER WISHES TO PURCHASE THE PROPERTY. FOR THIS REASON, AFTER THE PAYMENT DUE DATE, BUYER CANNOT TERMINATE THIS AGREEMENT FOR ANY REASON.

Each of the above representations is material and is relied upon by Seller. Each of the above representations shall be deemed to have been made as of the Closing and shall survive the Closing.

- 7.0 Statutory Disclosures. Seller's employees directly handling the sale of the Property on behalf of Seller have no actual knowledge of the following with respect to the Property: (1) the presence of a well, underground storage tank or subsurface sewage treatment system; (2) methamphetamine production on the Property; (3) records or reports relating to lead-based paint and/or lead-based paint hazards; or (4) radon concentrations.
- 8.0 As Is Provisions. Buyer is purchasing the Property "AS IS" and "WHERE IS", and with all faults. Seller makes no representations or warranties, whether express or implied, by operation of law or otherwise, with respect to the quality, physical condition or value of the Property, the compliance of the Property with applicable building or fire codes or other laws or regulations. Buyer agrees that Seller is not liable or bound by any guarantees, promises, statements, representations or information pertaining to the Property made or furnished by Seller or any agent, officer, director, employee or other person representing or purporting to represent

Seller, except as and to the extent expressly set forth in Section 7.0. To the fullest extent allowed by Minnesota and Federal law, Buyer and Seller agree as follows: Buyer expressly waives the requirement of any disclosure not expressly contained in this Agreement (including, without limitation, any disclosure required pursuant to Minn. Stat. §513.52-513.60), and Buyer agrees to take the Property "As Is" notwithstanding any matter set forth in any disclosure statement required by Minnesota law.

BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SET FORTH IN SECTION 7.0, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO:

- (a) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY;
- (b) THE INCOME TO BE DERIVED FROM THE PROPERTY;
- (c) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON;
- (d) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCE OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY OR ANY FRANCHISE LICENSE OR AGREEMENT OR ANY GRANT OR SIMILAR AGREEMENT;
- (e) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY;
- (f) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY;
- (g) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY;
- (h) THE AVAILABILITY OF WATER OR OTHER RESOURCES OR UTILITIES; OR
- (i) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING

COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION OR POLLUTION RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING SOLID WASTE, AND INCLUDING THE DISPOSAL, RELEASE OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE.

- 9.0 Independent Investigation. The consummation of this transaction shall constitute Buyer's acknowledgment that Buyer has independently inspected and investigated the Property and has made and entered into this Agreement based upon such inspection and investigation and its own examination of the condition of the Property. Upon Closing, Buyer shall assume the risk that adverse matters, including but not limited to construction defects and adverse physical and environmental conditions and the suitability or unsuitability of the Property for Buyer's intended uses, may not have been revealed by Buyer's investigations. Buyer, upon Closing, shall be deemed to have waived, relinquished and released Seller from and against, and covenanted not to sue any of the foregoing with regard to, any and all claims, demands, causes of action (including causes of action in tort or under any environmental law), losses, damages, liabilities (whether based on strict liability or otherwise), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, which Buyer might have asserted or alleged against Seller at any time (including without limitation to the extent covered by or that would be covered by [as opposed to paid] by insurance) by reason of or arising out of any latent or patent construction defects or physical conditions, violations of any applicable laws (including, without limitation, any environmental laws), the suitability of the Property for any purposes contemplated by Buyer and any and all other acts, omissions, events, circumstances or matters regarding the Property.
- 10.0 Buyer Reliance. All information, whether written or oral, previously, now, or hereafter made available to Buyer by Seller, its agents, or any other person acting for or on behalf of Seller, whether in the form of appraisals, market studies, projections, brochures, maps, surveys, soil reports, engineering studies, environmental studies, inspection reports, plans and specifications, and all other information and materials have been or will be furnished by Seller to Buyer solely as an accommodation, and neither Seller nor its agents has verified the accuracy of such information or the qualifications of the persons preparing such information. Buyer agrees that, notwithstanding the fact that Buyer has received certain information from Seller, or its respective agents or consultants, Buyer has relied solely upon and will continue to rely solely upon its own analysis and will not rely on any information provided by Seller, or its agents or consultants.
- 11.0 Real Estate Taxes and Special Assessments. The Property is currently tax-exempt and Buyer and Seller do not expect there to be any current or past due taxes or assessments outstanding as of the Closing. However, in the event there are current or past due taxes or assessments outstanding as of the Closing, any current or past due taxes or assessments shall be the responsibility of Buyer. In the event that

Closing is delayed for any reason and there are any current or past due taxes or assessments outstanding as of the Closing, Buyer shall pay them at Closing as a part of the closing costs. Buyer shall be responsible for all real estate taxes and assessments that are levied or become pending against the Property following Closing and all subsequent years. In no event will Seller be obligated to pay any real estate taxes or assessments with respect to the Property.

12.0 Closing Documents. At or prior to Closing, the parties shall execute and deliver the following, as applicable:

- (a) The Deed, substantially in the form attached as Exhibit B;
- (b) Resolution by Seller, in recordable form, authorizing the conveyance of the Property to Buyer and execution of the Development Agreement;
- (c) The Development Agreement, substantially in the form attached as Exhibit C; and
- (d) All other documents required by this Agreement or reasonably required by Title to effectuate the provisions of this Agreement.

13.0 Closing Costs. The following costs and expenses shall be paid in connection with the Closing:

- (a) Buyer shall pay the cost of:
 - (i) All fees associated with the issuance of a title commitment, if any, including state and federal tax lien, judgment and bankruptcy searches;
 - (ii) The premium for a title policy insuring title to the Property in the name of Buyer in the amount of the Purchase Price, if any;
 - (iii) Any surveys, reports or inspection reports obtained by Buyer;
 - (iv) All state deed taxes and/or transfer taxes on the Deed and State Deed;
 - (v) All recording fees, including but not limited to record the Deed, State Deed and Seller's resolutions authorizing the sale of the Property by Owner to Seller and to Buyer;
 - (vi) Title's closing fees;
 - (vii) All attorneys' fees and expenses incurred by Buyer; and
 - (viii) Any other item allocated to Buyer in this Agreement.

(b) Seller shall pay the cost of:

- (i) All attorneys' fees and expenses incurred by Seller; and
- (ii) Any other item allocated to Seller in this Agreement.

14.0 Commission. Seller and Buyer represent and warrant to each other that they have not engaged the services of any broker in connection with the sale and purchase contemplated by this Agreement. Seller and Buyer shall each indemnify and hold the other harmless of any claim made by any broker or sales agent or similar party for a commission due or alleged to be due under the terms of any brokerage agreement entered into by said party. Any commission or fee of any type due and payable to a broker on behalf of Buyer as a result of this Agreement or related to the sale of the Property shall be solely paid by Buyer.

15.0 Risk of Loss. If there is any loss or damage to the Property between the date of this Agreement and the date of Closing, the risk of loss shall be on Seller, whichever may have title to the Property. If the Property is destroyed or damaged prior to the Closing, Buyer may cancel this Agreement upon written notice to Seller and in such event, the parties shall have no further obligations to one another pursuant to this Agreement except as expressly set forth in this Agreement.

16.0 Default.

- (a) If Buyer defaults in the performance of Buyer's obligations under this Agreement due to no fault of Seller, then Seller may, after at least thirty (30) days prior written notice to Buyer and Buyer's failure to cure the default within said notice period, either (i) declare this Agreement terminated, or (ii) Seller may elect to seek specific performance under this Agreement. Termination and specific performance pursuant to this Section are the sole and exclusive remedies afforded to Seller and in no event shall Buyer be liable for any actual, general, specific, punitive, incidental, speculative, consequential or other damages of any kind or nature.
- (b) If Seller defaults in the performance of Seller's obligations under this Agreement due to no fault of Buyer, then Buyer may, after at least thirty (30) days prior written notice to Seller and Seller's failure to cure the default within said notice period, either (i) declare this Agreement terminated, or (ii) Buyer may elect to seek specific performance of this Agreement. Termination and specific performance pursuant to this Section are the sole and exclusive remedies afforded to Buyer and in no event shall Seller be liable for any actual, general, specific, punitive, incidental, speculative, consequential or other damages of any kind or nature.
- (c) Notwithstanding anything in this Section 16 to the contrary, any action by

Buyer or Seller for specific performance must be commenced no later than 180 days after the date of discovery of the default.

(d) The limitation set forth in the preceding sentence shall not apply to claims for indemnification or contribution specifically provided for in this Agreement.

(e) The provisions in this Section 16.0 shall survive any termination or cancellation of this Agreement and shall survive the Closing.

17.0 Assignment. Neither Seller or Buyer may assign its interest in this Agreement.

18.0 Time of Essence. Time is of the essence of this Agreement.

19.0 Governing Law. This Agreement is made and executed under and in all respect to be governed by the laws of the State of Minnesota. Any dispute that may arise between the parties arising out of this Agreement shall be adjudicated before a court located in St. Louis County, Minnesota and the parties irrevocably submit to the exclusive jurisdiction of the federal and state courts of the State of Minnesota located in St. Louis County with respect to any action or legal proceeding commenced by any party.

20.0 Notices. The mailing addresses for notice purposes of Seller and Buyer are as follows (or to such other respective addresses as may be designated by notice given in accordance with provisions of this Section):

If to Seller: Duluth Economic Development
Authority Attn: Executive Director
411 W. First Street
Duluth, MN 55802

If to Buyer: Dirt Inc.
Attn: Rob Irving
963 W Arrowhead Rd.
DULUTH, MN 55810

Any notice, request, demand or other communication permitted or required under this Agreement shall be in writing and shall be deemed duly delivered when delivered personally or when deposited in the United States mails, First Class, postage prepaid or delivered to a reputable courier addressed to the party for whom it is intended at the address specified above or at such other address as either party shall notify the other of in writing as provided above.

21.0 Headings. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as defining or as limiting in any way

the scope or intent of the provisions hereof.

- 22.0 Invalidity. If for any reason any portion or paragraph of this Agreement shall be declared void or unenforceable by any court of law at equity, it shall only affect such particular portion or paragraph of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.
- 23.0 Counterparts/Facsimile/E-Mail Signatures. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement. Facsimile and e-mail signatures shall be binding on the transmitting party and shall have the same force and effect as if the original signature had been delivered.
- 24.0 Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 25.0 No Rights or Benefits to Third Parties. The parties do not intend to create rights in, or to grant remedies to, any third-party as a beneficiary of this Agreement or to create any duty to, or standard of care on behalf of, any third-party by any covenant, obligation or undertaking established in this Agreement. There are no incidental third-party beneficiaries to this Agreement.
- 26.0 Construction of Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring a party by virtue of the authorship of any of the provisions of this Agreement.
- 27.0 Entire Agreement and Amendment. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. No modification, amendment or waiver may be made to the terms of this Agreement without the written consent of both parties.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated above.

**DULUTH ECONOMIC DEVELOPMENT
AUTHORITY**

By: _____
Name: _____
Its: President
Dated: _____

By: _____
Name: _____
Its: Secretary
Dated: _____

DIRT, INC.

By: _____
Name: _____
Title: _____
Dated: _____

EXHIBIT A TO PURCHASE AGREEMENT
Legal Description

Real property in. St. Louis County, Minnesota legally described as follows:

Lots 1 through 8, Block 005, Randalls Division of Duluth, EXCEPT all mineral rights
AND

Lots 1 through 8, Block 006, Randalls Division of Duluth, EXCEPT all mineral Rights
AND

Lots 1 through 8, Block 007, Randalls Division of Duluth, EXCEPT all mineral rights
AND

Lots 1 through 8, Block 008, Randalls Division of Duluth, EXCEPT all mineral rights

PIDs:

010-3890-00930

010-3890-01170

010-3890-01410

010-3890-01650

EXHIBIT B TO PURCHASE AGREEMENT
FORM OF
QUIT CLAIM DEED

eCRV Number: _____

Deed Tax Due: \$ _____

Date: _____, 2025

FOR VALUABLE CONSIDERATION, the DULUTH ECONOMIC DEVELOPMENT AUTHORITY, a public body, corporate and politic and political subdivision under the laws of the State of Minnesota, “Grantor,” hereby conveys and quitclaims to [BUYER], a Minnesota [ENTITY TYPE], “Grantee,” real property in St. Louis County, Minnesota, described as follows (the “Property”):

[LEGAL DESCRIPTION]

together with all hereditaments and appurtenances belonging thereto, and subject to all existing easements, restrictions and reservations of record.

This deed contains as a covenant running with the land the conditions of Minnesota Statutes §§ 469.090 to 469.108 relating to the use of the Property. If said covenant is violated, Grantor may declare a breach of the covenant and seek a judicial decree from the District Court declaring a forfeiture and a cancellation of this deed.

Check here if all or part of the described real property is Registered (Torrens)

Grantor certifies that the Grantor does not know of any wells on the Property.

[Remainder of this page is intentionally left blank.]

DULUTH ECONOMIC
DEVELOPMENT AUTHORITY

By: _____
Its: President

By: _____
Its: Secretary

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

This instrument was acknowledged before me on _____, 2025, by
_____, the President of the DULUTH ECONOMIC
DEVELOPMENT AUTHORITY, a public body, corporate and politic and political subdivision
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 _____, 2025, by
_____, the Secretary of the DULUTH ECONOMIC
DEVELOPMENT AUTHORITY, a public body, corporate and politic and political subdivision
under the laws of the State of Minnesota.

Notary Public

This Instrument was drafted by:
Amanda M. Mangan
Attorney for DEDA
Office of the City Attorney
411 W. First Street, Room 410
Duluth, Minnesota 55802

Tax Statements should be sent to:
[BUYER]

**EXHIBIT C TO PURCHASE AGREEMENT
FORM OF
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of _____, 2025, (the "Effective Date") by and between the DULUTH ECONOMIC DEVELOPMENT AUTHORITY, a public body, corporate and politic and political subdivision under the laws of the State of Minnesota ("DEDA"), and DIRT, INC., a Minnesota corporation, ("Developer"), relating to that certain real property located in St. Louis County, State of Minnesota and more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

RECITALS

WHEREAS, DEDA and Developer have entered into the Agreement for the sale and purchase of the Property, containing terms and conditions that the Developer will be allowed to make use of it which DEDA considers necessary and proper to protect the public interest; and

WHEREAS, Developer proposes to construct minimum of six single family dwellings available of at least 1,000 square feet in size for rent or for sale, which may include accessory dwelling units of at least 600 square feet in size available for rent (the hereinafter-described "Project") on the Property; and

WHEREAS, DEDA has determined that the conveyance of the property to Developer for the Project is in the best interest of the City of Duluth ("City") and its people, and that the transaction furthers its general plan of economic development.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth in in the Agreement, DEDA and Developer agree on the terms, and subject to the conditions set forth in the Agreement, among which are the following:

1. Developer Investment Commitment. To fulfill the economic development purposes of the sale of the Property, Developer agrees: to develop the Project, a minimum of six single family dwellings of at least 1,000 square feet in size, which may include accessory dwelling units of at least 600 square feet in size (the "Project"), will make all dwellings and any accessory dwelling units available for long-term rental or for sale for a duration of 5 years, the ("Term").

2. Final Plans. Prior to construction, Developer shall provide to DEDA, which shall be subject to the approval of the Director in writing, which approval shall not be unreasonably withheld, the final plans and specifications, for the development of the Real Property; the detail of the plans and specifications shall enable DEDA to determine with reasonable certainty that the Project on the Real Property is or will be in compliance with the law and will, if carried out,

provide for the intended use.

3. Conformance with Plans. Developer agrees that its development of the Property shall be constructed and installed only in conformance with approved plans and must conform to all applicable building, zoning, or other codes or ordinances, including compliance with the terms of the City of Duluth Comprehensive Plan. Developer will acquire any and all necessary permits for the construction on the Property.

4. One-year Deadline. Pursuant to Minnesota Statutes Section 469.105, subd. 5, within one (1) year of the date of conveyance of the Property to Developer, Developer shall devote the Property to the intended use as set forth in the Agreement or begin improvements to the Property to devote it to that use. Developer shall not transfer title to the Property within one (1) year of purchase without the consent of DEDA.

If Developer fails to commence work on time or devote the Property to its intended use on time, DEDA may cancel the sale and title to the Property shall revert to DEDA, at DEDA's election, and in that event, Developer shall promptly offer a deed for the Property legally described herein, to DEDA, who will then refund Developer the amount of the Purchase Price paid by Developer to DEDA, without interest, less any taxes or other encumbrances affecting the marketability of title. Notwithstanding the foregoing, the DEDA Executive Director may, at their discretion, consider an extension of time for good cause shown by Developer, and upon conditions to protect the public interest. In the event an extension is granted, such extension shall be to a date certain.

5. Construction. Developer hereby agrees that no later than three (3) years from the closing date, Developer will have completed the construction of the Project, as defined, on the Property. For the purposes of this Agreement, the "Project" shall consist of the construction on the Property of a minimum of six single family dwellings available of at least 1,000 square feet in size for sale or for rent, which may include accessory dwelling units of at least 600 square feet in size available for rent, for the length of the Term, from the date that the City Building Official has issued Certificates of Occupancy under the State Building Code for all units. The Project shall be constructed only in conformance with the plans and specifications for the Project approved by DEDA's Executive Director or their designee, which consent shall not be unreasonably withheld, and must conform to all applicable building, zoning, or other codes or ordinances. The Developer will acquire any and all necessary permits for the construction of the project.

6. Release of right to receive reconveyance. Upon the determination by DEDA's Executive Director that construction of the Project has been completed and upon Developer's request therefore, DEDA will furnish to the Developer a Release of Right to Receive Reconveyance ("Release") certifying the completion of the Project. The Release shall satisfy and terminate the development obligations of the Developer in this Agreement. The Developer may cause the Release to be recorded in the proper office for recordation of deeds and other instruments pertaining to the Property, however the Release

shall in no way release Developer from its obligations set forth in Section 1, or the maintenance obligations of Developer as set forth herein, for the duration of the Term. Developer may request a partial release of right of reconveyance on a per unit basis.

7. Maintenance by Developer. Developer agrees to maintain the Property and operate all units under its ownership and control after construction is completed in a clean and habitable manner as set forth in Chapter 29A of the City of Duluth Municipal Code. All units shall remain in compliance with local building and maintenance codes throughout the Term of this Agreement and any and all rental licenses shall not lapse. Developer shall perform all needed and proper repairs, renewals, and replacements necessary be made to the Project and Property. The maintenance of the Project and the Property shall include, but not be limited to, maintenance of all foundations, external walls, doors, windows, utility openings, and all roofing systems, as well as outside maintenance including snow removal, landscape maintenance, and all exterior maintenance to the Property and the Project.

8. Provision Against Liens. Developer shall not create or permit any mortgage, encumbrance or allow any mechanic's or materialmen's liens to be filed or established or to remain against the Property or any part thereof which would materially or adversely affect DEDA's interest in the Property or this Agreement during the Term of this Agreement, provided that if Developer shall first notify DEDA of its intention to do so and post such security as DEDA reasonably deems necessary, Developer may, in good faith, contest any such mechanic's or other liens filed or established as long as DEDA does not deem its interest or rights in this Agreement to be subject to foreclosure by reason of such context. The Director may, in their sole discretion, decide to subordinate this Agreement to liens or rights of other parties. Said consent of the Director will be deemed valid only when reduced to writing.

9. Provision Against Assignments, Transfers or Change in Identity of Developer. The parties hereto acknowledge that DEDA is relying upon the qualifications and identity of Developer to develop the Property. Therefore, except for the purposes of obtaining financing as hereinafter described or otherwise approved by this Agreement, Developer represents and agrees for itself, its successors and assigns, that it has not made or created, and will not make or create or suffer to be made or created, any total or partial sale, assignment, conveyance, lease, trust, lien or power of attorney, and has not or will not otherwise transfer in any other way all or any portion of the Property or of its rights under this Agreement or any other contract or agreement entered into in connection with carrying out its obligations hereunder; and Developer will not make or create or suffer to be made any such transfer of Developer's rights hereunder without the prior approval of DEDA. Provided, however, that the Developer shall have the right at its sole discretion at any time to assign all of its interest in and to this Agreement to an affiliate of Developer controlled by Developer provided that Developer shall continue to be responsible for fulfilling all of the obligations of Developer under this Agreement. Notwithstanding, the Director may, in their sole discretion, consent in writing to an assignment or

transfer by Developer. The parties to any approved assignment or transfer shall execute and deliver to DEDA evidence that assignees, except the City of Duluth, shall explicitly assume all obligations of Developer under this Agreement and Developer shall remain liable for the construction obligations under this Agreement. The following shall be deemed as approved under this Agreement:

- a. Approved Lease. Developer is authorized to lease the dwelling units at all times without the approval of DEDA.
- b. Approved Sale. Following the issuance of a Certificate of Occupancy for a single family dwelling unit, Developer may sell, convey, or otherwise transfer the unit without the consent of the Director, provided that: Developer sells to a Buyer obligated to the same uses contemplated in this agreement.
- c. Construction Financing. Developer is authorized to obtain construction financing for the Project and to mortgage the Project and Property to provide security of the construction, provided that Developer notify DEDA within 14 days of such mortgage being recorded.
- d. Subdivision. Developer is authorized to subdivide the Property in accordance with applicable zoning laws for the purposes of creating new lots for new dwelling units as contemplated in this Agreement

10. Default and Remedies. In the event that Developer fails to perform or to comply with any of the terms, covenants and conditions of this Agreement, including but not limited to those contained in Paragraphs 2 and 3 above, and said failure to so perform or comply shall continue for a term of thirty (30) days after notice from DEDA to Developer of such nonperformance or noncompliance, Developer shall be in default of its obligations hereunder and DEDA may, at its option, exercise any one or more of the following rights and remedies. The remedies provided for under this Paragraph shall be deemed to be cumulative and non-exclusive and the election of one remedy shall not be deemed to be a waiver of any other remedy with regard to any occasion of default hereunder. Further, the waiver by DEDA of any default on the part of Developer hereunder or the failure of DEDA to declare default on the part of Developer 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 Developer of the same or any other obligation of Developer hereunder and, to be effective, any waiver of any default by Developer hereunder shall be in writing by DEDA.

- a. DEDA may terminate this Agreement.
- b. DEDA may seek and be entitled to monetary damages from Developer for any actual damages incurred by DEDA as a result of Developer's default.
- c. DEDA may seek and be entitled to receive reconveyance of the Property from Developer, free and clear of all liens and encumbrances whatsoever, if said

default occurs prior to certification by DEDA's Executive Director of the completion of the Project (which certification shall not be unreasonably withheld).

d. DEDA may seek and be entitled to injunctive and declaratory relief as is necessary to prevent Developer's violation of the terms and conditions.

e. DEDA may seek such other legal or equitable relief as a court of competent jurisdiction may be determined as available to DEDA.

Notwithstanding the foregoing, if the default reasonably requires more than thirty (30) days to cure, such default shall not constitute an event of default, provided that the curing of the default is promptly commenced upon receipt by the Developer of the notice of the default, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided that Developer keeps DEDA informed of its progress in curing the default; provided in no event shall such additional cure period extend beyond 90 days.

11. Indemnification.

a. Generally. Developer will to the fullest extent permitted by law, protect, indemnify and save DEDA and its officers, agents, employees and any person who controls DEDA (the "DEDA Parties") 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 judgments of any nature ("Losses") arising therefrom:

- i. Any bodily injury to or death of any person or damage to the Property, or growing out of or in connection with the use or non-use, condition or occupancy of the Property or any part resulting from Developer's presence on 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, suppliers or affiliated organizations under any Workers' Compensation Act, Disability Benefit Acts or any other Employee Benefit Acts;
- ii. Any material violation by Developer of any provision of this Agreement;
- iii. Any violation of any contract, agreement or restriction related to Developer's use of the Property which shall have existed at the commencement of the Term of this Agreement or shall have been approved by the Developer; and
- iv. Any violation of any law, ordinance, court order or regulation affecting the Property or the ownership, occupancy or use thereof.

b. Limitations. The foregoing indemnification shall not apply if such losses are caused by any fraud, intentional act or omission, willful misconduct or gross negligence on the part of DEDA.

c. Indemnification Procedures. Promptly after receipt by DEDA of notice of the commencement of any action with respect to which the Developer is required to indemnify such person under this Article, DEDA shall notify the Developer in writing

of the commencement thereof, and, subject to the provisions as hereinafter stated, the Developer shall assume the defense of such action. Insofar as such action shall relate to any alleged liability of DEDA with respect to which indemnity may be sought against the Developer, DEDA 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 Developer.

12. Insurance. Developer shall procure and continuously maintain insurance covering all risks of injury to or death of persons or damage to Property arising in any way out of or as a result of Developer's occupancy of or use of the Property, carried in the names of the Developer and DEDA as additional insured on the commercial general liability and umbrella liability policies, but only to the extent of Developer's acts or omissions. Developer shall carry the policies of insurance with minimum limits as follows:

a. Liability Insurance. The Developer shall procure and maintain continuously in force Commercial General Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than Two Million and No/100 Dollars (\$2,000,000.00) aggregate per occurrence for personal bodily injury and death, and limits of Two Million and No/100 Dollars (\$2,000,000.00) for Property damage liability. If person limits are specified, they shall be for not less than Two Million and No/100 Dollars (\$2,000,000.00) per person and be for the same coverages. The above limits may be met through a combination of the underlying policy limits and an excess or umbrella policy. DEDA shall be named as an additional insured therein. Insurance shall cover:

- i. Public liability, including premises and operations coverage.
- ii. Independent contractors--protective contingent liability.
- iii. Personal injury.
- iv. Owned, non-owned and hired vehicles.
- v. Contractual liability covering the indemnity obligations set forth herein.
- vi. Property of others.

b. Notwithstanding the above, Developer shall be released from the insurance coverage requirement of this Section 12 for any unit of housing upon sale by the Developer to a third party as contemplated by this Agreement.

c. Property Insurance. During construction on the Project, 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 DEDA with loss proceeds under any property policies made payable to 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.

d. Workers' Compensation. Developer shall procure and maintain Workers' Compensation Coverage in accordance with the laws the State of Minnesota.

e. Requirements for All Insurance. All insurance required in this Section 12 shall be taken out and maintained with responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota.

f. Certifications. Developer shall provide certificates of insurance evidencing such coverage to DEDA with 30-day's notice of cancellation, non-renewal or material change provisions, such as a reduction in the scope of the coverage or in the coverage amount, included. DEDA does not represent or guarantee that these types or limits of coverage are adequate to protect the Developer's insurance provider's interests and liabilities. If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify DEDA without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to DEDA will render any such change or changes in said policy or coverages ineffective as against DEDA.

13. 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 DEDA:

Duluth Economic Development Authority
City Hall – Room 160
Attn: Executive Director
411 West 1st Street
Duluth, MN 55802

In the Case of Developer:

Dirt Inc.
Attn: Rob Irving
5963 W ARROWHEAD RD
DULUTH, MN 55810

14. Assignment. Developer agrees that it shall not assign this Agreement or any interest herein without the prior written approval of DEDA.

15. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

16. Construction of Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if drafted

jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring a party by virtue of the authorship of any of the provisions of this Agreement

17. Headings. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as defining or as limiting in any way the scope or intent of the provisions hereof.

18. Invalidity. If for any reason any portion or paragraph of this Agreement shall be declared void or unenforceable, the remaining provisions shall remain in full force and effect and shall be binding upon the parties hereto.

19. No Rights or Benefits to Third Parties. The parties do not intend to create rights in, or to grant remedies to, any third-party as a beneficiary of this Agreement or to create any duty to, or standard of care on behalf of, any third-party by any covenant, obligation or undertaking established in this Agreement. There are no incidental third-party beneficiaries to this Agreement

20. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. No modification, amendment or waiver may be made to the terms of this Agreement without the written consent of both parties.

21. 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.

22. Applicable Law. This Agreement, together with all of its paragraphs, terms and conditions, is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

23. Recording. Developer agrees to record this Development Agreement in the office of the St. Louis County Recorder and/or Registrar of Title against the Property and to pay all costs associated therewith. Upon recordation, Developer shall promptly submit to DEDA evidence of recording showing the date and document numbers of record.

(Signature page to follow)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

DULUTH ECONOMIC DEVELOPMENT
AUTHORITY

DIRT INC.

By: _____
_____, Its President

By: _____
_____, Its Secretary

By: _____
Name: _____
Its: _____

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ and _____, the President and Secretary, respectively, of the Duluth Economic Development Authority, an economic development authority under Minnesota Statutes Chapter 459, on behalf of the authority.

Notary Public

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____ of the DIRT INC., a Minnesota 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 to Development Agreement
Legal Description of Property**

Real property in St. Louis County, Minnesota legally described as follows:

Lots 1 through 8, Block 005, Randalls Division of Duluth, EXCEPT all mineral rights
AND

Lots 1 through 8, Block 006, Randalls Division of Duluth, EXCEPT all mineral Rights
AND

Lots 1 through 8, Block 007, Randalls Division of Duluth, EXCEPT all mineral rights
AND

Lots 1 through 8, Block 008, Randalls Division of Duluth, EXCEPT all mineral rights

PIDs:

010-3890-00930

010-3890-01170

010-3890-01410

010-3890-01650

Exhibit B to Development Agreement

FORM OF RELEASE OF RIGHT TO RECEIVE RECONVEYANCE

Dated: _____, 20____

The development obligations of the Developer under that certain Development Agreement between the Duluth Economic Development Authority, an economic development authority under current codification of Minnesota Statutes Chapter 469, therein after referred to as “DEDA” and _____ therein after referred to as “Developer”, with regard to the below described property (the “Property”), which Agreement is dated _____, 2025 and filed of record on _____, 2025 in the office of the County Recorder for St. Louis County, Minnesota, as Document Number _____, and/or in the office of the Registrar of Title for St. Louis County, Minnesota as Document Number _____, having been performed, the undersigned, on behalf of DEDA, hereby certifies that such development obligations under said Agreement have been satisfied and hereby releases any right to receive reconveyance of the Property, however this Release shall in no way release Developer from its obligations set forth in Section 1, or the operation obligations of Developer as set forth in the Development Agreement for the duration of the Term.

Further, the undersign certifies that the covenant running with the land for DEDA’s right to receive reconveyance of the Property contained in that certain quit claim deed, dated _____, 2025 and filed of record on _____, 2025 in the office of the County Recorder for St. Louis County, Minnesota, as Document Number _____, and/or in the office of the Registrar of Title for St. Louis County, Minnesota as Document Number _____, is hereby canceled and released and shall have no further force and effect.

Real property in St. Louis County, Minnesota legally described as follows:

[LEGAL DESCRIPTION]

PID: [PID]

(Remainder of page intentionally left blank; signature page to follow)

(Signature page to Release of Right of Reconveyance)

DULUTH ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Its Executive Director

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

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the Executive Director of the Duluth Economic Development Authority, a public body corporate and politic and political subdivision created and existing under the laws of the State of Minnesota, on behalf of the authority.

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