

**THE WADENA WEST DEVELOPMENT AGREEMENT
BETWEEN CITY OF DULUTH
AND
CENTER CITY HOUSING CORP.
SECOND AMENDMENT**

**ASSIGNMENT OF CITY INTEREST TO
THE DULUTH ECONOMIC DEVELOPMENT AUTHORITY**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (“Second Amendment”) is entered into this _____ day of _____, 2024, by and between THE CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota (“City”), CENTER CITY HOUSING CORP., a Minnesota non-profit corporation ("Developer"), and the DULUTH ECONOMIC DEVELOPMENT AUTHORITY (“DEDA”), an economic development authority created and existing under Minnesota Statutes Chapter 469.

WHEREAS, on May 15, 2023, City and Developer entered into a Development Agreement bearing City Contract No. 24544 (“Development Agreement”), which was recorded in the Office of the St. Louis County Recorder/ Office of the Registrar of Titles on _____ as Document No. _____; and

WHEREAS, on _____, 2023, City and Developer entered into a First Amendment to the Development Agreement (the “First Amendment”), which was recorded in the Office of the St. Louis County Recorder/Office of Registrar of Titles on _____ as Document No. _____ (the Development Agreement and First Amendment are referred to together as the “Agreement”); and

WHEREAS, the parties desire to enter into this Second Amendment to further amend the Agreement by assigning all of the City’s interests, rights, responsibilities, and obligations under the Agreement to DEDA; and

WHEREAS, Article XXIV requires any amendment to the Agreement to be in writing and executed by the same parties who executed the Agreement or their successors.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. This Second Amendment is an amendment to the Agreement satisfying the requirements of Article XXIV of the Agreement.
2. The City, Developer, and DEDA agree to allow the assignment of all of the City's interests, rights, responsibilities, and obligations under the Agreement to DEDA.
3. The title of the Agreement shall be modified as follows:

THE WADENA WEST DEVELOPMENT AGREEMENT
BETWEEN ~~CITY OF DULUTH~~ THE DULUTH ECONOMIC DEVELOPMENT
AUTHORITY
AND
CENTER CITY HOUSING CORP.

4. The first paragraph of the Agreement shall be modified as follows:

THIS AGREEMENT originally entered into ~~on the~~ this 15th day of May, 2023, by and between THE CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota ("City") and CENTER CITY HOUSING CORP., a Minnesota non-profit corporation (hereinafter referred to as "Developer") ~~and subsequently amended on _____, 2024, to assign all the City's interests, rights, responsibilities, and obligations to THE DULUTH ECONOMIC DEVELOPMENT AUTHORITY, an economic development authority created and existing under Minnesota Statutes Chapter 469 ("DEDA").~~

5. Strikeout Article I, Paragraph C, defining the term "City" and adjust the lettering in subsequent paragraphs in Article I.
6. Insert new Paragraph D in Article I stating "D. DEDA: means the Duluth Economic Development Authority" and adjust the lettering in subsequent paragraphs in Article I.
7. Modify Article 1, Paragraph E as follows:

E. Director: means the ~~City of Duluth Planning and Economic Development Department~~ DEDA Director or such person or persons designated in writing by said Director to act on their behalf ~~of him/her~~ with regard to this Agreement or any portion thereof.

8. In every instance in Articles IV through Article XXIV where the word “City” or “City of Duluth” appears and refers to the City of Duluth, the word “DEDA” shall be substituted, except in Article VI, Paragraph I.
9. The notice address in Article XV for the City of Duluth shall be modified as follows:

In the case of City <u>DEDA</u> :	City of Duluth <u>DEDA</u> Room 418 City Hall 411 West First Street Duluth, MN 55802 Attn: <u>DEDA</u> Director of Planning & Economic Development
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10. This Second Amendment 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.
11. Except as provided in this Second Amendment, all terms and conditions of the Agreement shall remain in force and effect.

[Signature pages follow]

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

CITY OF DULUTH

By _____
Roger J. Reinert
Its Mayor

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Roger J. Reiner, the Mayor of the City of Duluth, Minnesota, a municipal corporation under the laws of the State of Minnesota.

Notary Public

By _____
Its City Clerk

(date)

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Ian B. Johnson, the City Clerk of the City of Duluth, Minnesota, a municipal corporation under the laws of the State of Minnesota.

Notary Public

Countersigned:

Its Auditor

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Josh Bailey, the City Auditor of the City of Duluth, Minnesota, a municipal corporation under the laws of the State of Minnesota.

Notary Public

Approved:

Its City Attorney

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Jessica Fralich, the City Attorney of the City of Duluth, Minnesota, a municipal corporation under the laws of the State of Minnesota.

Notary Public

CENTER CITY HOUSING CORP.

By: Nancy Cashman

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Nancy Cashman, Executive Director of Center City Housing Corp., a Minnesota non-profit corporation, on behalf of said corporation.

Notary Public

This instrument was drafted by:
Jean Coleman, Assistant City Attorney
City of Duluth
Room 440
Duluth, MN 55802
(218) 730-5281