

FIRST AMENDMENT TO PURCHASE AGREEMENT

This First Amendment to Purchase Agreement (this “Amendment”) is made this ____ day of _____, 2024 (the “Effective Date”), by and between the City of Eveleth, a Minnesota municipal corporation (the “Buyer”) and Independent School District No. 2909, Rock Ridge Public Schools, a Minnesota body corporate and politic (the “Seller”).

RECITALS

WHEREAS, the Buyer and the Seller entered into that certain Purchase Agreement dated _____, 2024 (the “Agreement”); and

WHEREAS, the Buyer and the Seller have agreed to further amend and modify the terms and conditions of the Agreement as hereinafter set forth; and

NOW, THEREFORE, in consideration of the premises and mutual covenants in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AMENDMENTS

1. Paragraph 5(G) of the Agreement is hereby deleted in its entirety. The Agreement shall state that this paragraph has been intentionally deleted.

2. Paragraph 5 (H) of the Agreement is hereby deleted in its entirety and replaced with the following provision:

H. **Removal of Buildings and Improvements.** The Seller shall have demolished and removed all buildings and improvements from the Properties at the Seller’s expense, with the exception of those buildings and improvements which are shown in yellow on the attached Exhibit B which shall be preserved by the Seller (the “Preserved Improvements”). The Seller has until December 25, 2025 to demolish and remove the selected buildings and improvements from the Properties. The Seller and the Buyer shall enter into a lease agreement that will allow the Buyer to lease the Preserved Improvements from the Seller upon completion of the demolition of the buildings and improvements by the Seller and it has been determined by the Seller that it is safe for the Buyer to occupy the Preserved Improvements. A form of lease that must be executed is attached to this Agreement as Exhibit C.

3. Paragraph 7 of the Agreement is hereby deleted in its entirety and replaced with the following provision:

7. CLOSING. The closing of the sale of the Properties shall take occur after all of the buildings and improvements that are to be demolished by the Seller have been demolished by the Seller and the Seller has vacated the Properties. The Seller must vacate the Properties no later than June 1, 2025. The closing shall take place at Eveleth City Hall, Eveleth, Minnesota, or such other location as mutually agreed upon by the parties, or in accordance with escrow instructions provided by the parties, at a time the parties agree upon. The Seller shall deliver possession of the Properties

to the Buyer on the closing date. The Seller shall remove all personal property not included in the sale and all debris, trash, rubbish, materials, and garbage from the Properties before the closing date.

4. Paragraph 10 of this Agreement is hereby amended to include the following new paragraph (D) which shall read as follows:

D. Special Demolition Expenses/Escrow. The Buyer agrees to pay Seller up to \$600,000 in estimated costs that are incurred by Seller in demolition of the buildings on the Property that require Seller to take additional measures and precautions in order to preserve the buildings and improvements on the Properties that Buyer desires to preserve (“Special Demolition Expenses”). Upon the signing of this Amendment by both parties, the Buyer shall deposit \$100,000 in escrow with the title company in order to reimburse the Seller for the Special Demolition Expenses. Should the escrow fall below \$10,000 at any time, the Buyer shall replenish the escrow with an additional \$100,000. If the Seller determines during the demolition process that the Special Demolition Expenses will exceed \$600,000, it will contact the Buyer and discuss the additional costs before they are incurred. However, regardless, the Buyer shall be responsible for these additional costs. Should the Purchase Agreement be terminated for any reason, said escrow shall be returned to the Buyer after payment of any of the Seller’s Special Demolition Expenses that were incurred by the Seller prior to effective date of termination of the Purchase Agreement.

5. Exhibit B is hereby deleted from the Agreement. A new Exhibit B that is to be added is attached to this Amendment as Exhibit A.

6. A new Exhibit C is hereby added to this Agreement. The Exhibit C that is to be added is attached to this Amendment as Exhibit B.

7. Wherever there is a conflict between the provisions contained in the Agreement, the provisions in this Amendment shall control. Except as expressly amended, supplemented or modified by this Amendment, the Agreement shall continue in full force and effect. All capitalized terms contained in this Amendment, unless specifically defined herein, shall have the meaning ascribed to them in the Agreement. This Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns

8. This Amendment may be executed in any number of identical counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as a single instrument. For purposes of this Amendment, signatures by facsimile or .pdf shall be binding to the same extent as original signatures.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year written above.

CITY OF EVELETH

By: _____

Robert Vlasisavljevich

Its: Mayor

By: _____

Jackie Monahan-Junek

Its: City Administrator

**INDEPENDENT SCHOOL DISTRICT
NO. 2909, ROCK RIDGE PUBLIC
SCHOOLS**

By: _____

Its:

By: _____

Its:

EXHIBIT A

EXHIBIT B TO PURCHASE AGREEMENT

Buildings and Improvements to be Preserved on the Properties (shown in yellow)

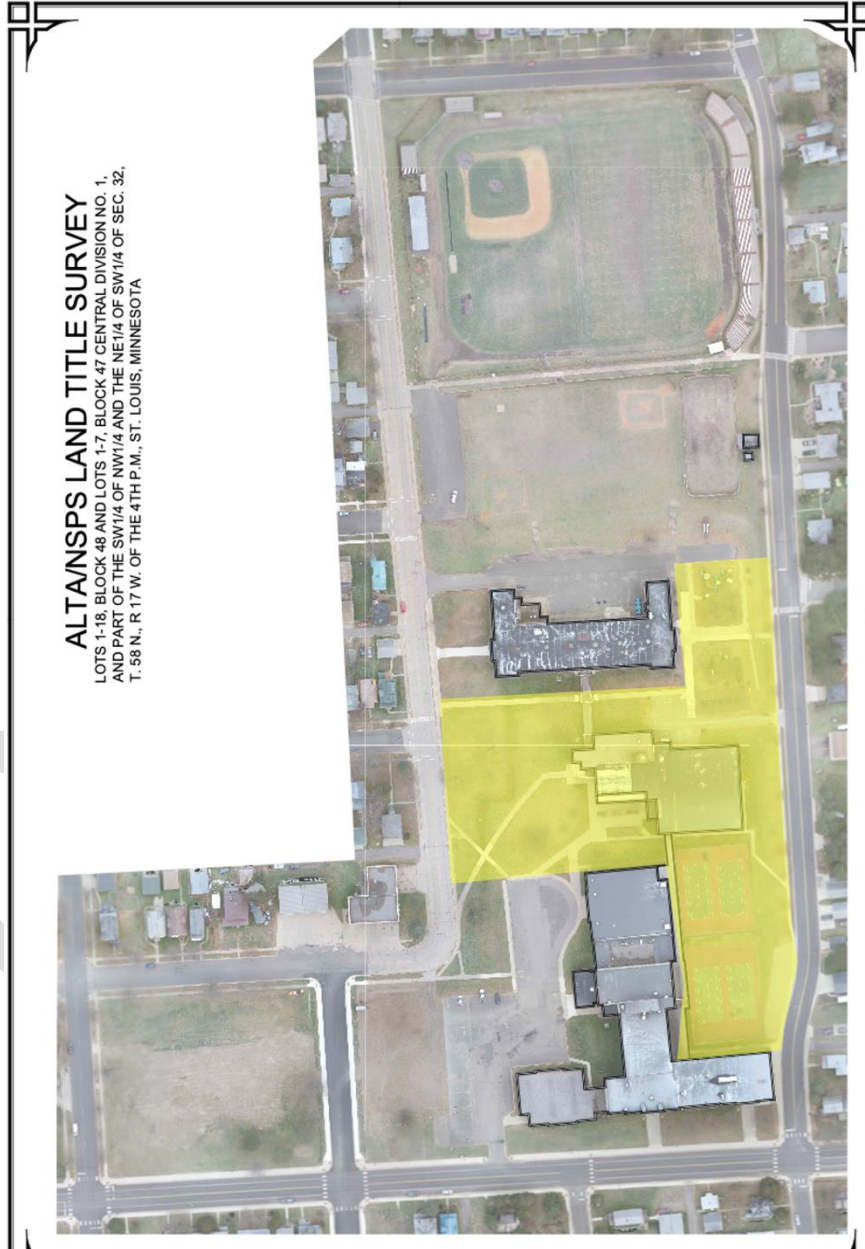


EXHIBIT B

EXHIBIT C TO PURCHASE AGREEMENT

Form of Lease

[to be added]

DRAFT