

FOURTH AMENDMENT TO AGREEMENT REGARDING SCHOOL DISTRICT PROPERTY

This Fourth Amendment to Agreement Regarding School District Property (this “Amendment”) is made this _____ day of _____, 2024 (the “Effective Date”), by and between the City of Eveleth, a Minnesota municipal corporation (the “City”) and Independent School District No. 2909, Rock Ridge Public Schools, a Minnesota body corporate and politic (“ISD 2909”), or its successor.

RECITALS

WHEREAS, the City and Independent School District No. 2154, Eveleth-Gilbert Public Schools (“ISD 2154”) entered into that certain Agreement Regarding School District Property dated _____, 2020 (the “Agreement”); and

WHEREAS, the City and ISD 2154 entered into that certain First Amendment to Agreement Regarding School District Property dated May 4, 2020 (the “First Amendment”); and

WHEREAS, the City and ISD 2909 entered into that certain Second Amendment to Agreement Regarding School District Property dated June 21, 2021 (the “Second Amendment”); and

WHEREAS, the City and ISD 2909 enter into that certain Third Amendment to Agreement Regarding School District Property dated December _____, 2023 (the “Third Amendment”); and

WHEREAS, the City and ISD 2909 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 1 of the Agreement is hereby deleted in its entirety and replaced with the following provisions:

1. ISD 2909 agrees that it will demolish all of the existing buildings and improvements on the property located at 801 Jones Street, Eveleth, Minnesota at its sole cost, with the exception of the buildings and improvements that are shown on the attached Exhibit B. All other existing buildings and improvements on the property shall be demolished by ISD 2909 at its sole cost, no later than December 25, 2025.

2. Paragraph 2 of the Agreement is hereby amended to read as follows:

2. The City hereby exercises its option to purchase the ISD 2909 Property in the amount of \$500,000. The parties shall enter into a purchase agreement to memorialize the purchase of all of the ISD 2909 Property. The closing costs will be split between ISD 2909 and the City in the customary fashion.

2. Exhibit B of this Agreement shall be replaced with the attached new Exhibit B. The new Exhibit B is attached to this Amendment as Exhibit A.

3. Wherever there is a conflict between the provisions contained in the Agreement, the provisions 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

4. 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.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this 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: Board Chair

By: _____
Its: Superintendent

EXHIBIT A

EXHIBIT B

**Exhibit Showing Buildings and Improvements to be Preserved on the ISD 2909 Property
(shown in yellow)**

