

BEMIDJI ECONOMIC DEVELOPMENT AUTHORITY

A G E N D A

October 3, 2016

City Hall Chambers

6:30 p.m. or as soon thereafter

1. CALL TO ORDER
2. RATIFY AMENDMENT TO PURCHASE AGREEMENT WITH BEMIDJI SOUTH SHORE PROPERTIES, LLC
3. ADJOURN

AMENDMENT TO PURCHASE AGREEMENT

THIS AMENDMENT, is entered into this _____ day of September, 2016, by and between the **Bemidji Economic Development Authority**, ("**BEDA**"), and **Bemidji South Shore Properties LLC**, ("**Purchaser**").

WITNESSETH:

WHEREAS, BEDA and Purchaser previously entered into that certain Purchase Agreement dated March 14, 2016, for the sale of the real property (the "Subject Property") subject of that agreement (the "Original Purchase Agreement"); and

WHEREAS, in accordance with Paragraph 2 of the Original Purchase Agreement, the Purchaser had a period of 60 days to conduct such due diligence investigation as Purchaser deemed appropriate; and

WHEREAS, also in said Paragraph 2., the square footage to be purchased and the corresponding purchase price therefor were incorrectly calculated; and

WHEREAS, Paragraph 6.d. of the Original Purchase Agreement recited that the BEDA would be filing for land record purposes an Affidavit pursuant to Minnesota Statutes 115B.16, Subd. 2, advising the Purchaser as well as any subsequent person seeking an interest in the Subject Property of the Property's history of prior release of a hazardous substance, if any, and of the BEDA's MPCA VIC Program enrollment, investigation, and/or clean-up efforts, if any, respecting the Subject Property; and

WHEREAS, Purchaser has now conducted its own independent environmental investigation of the Subject Property, and, at the same time, the BEDA has been advised by MPCA that an affidavit is not mandatory by statute in light of no known past event of a release of a hazardous substance respecting the Subject Property; however, the BEDA will nonetheless execute and provide the intended affidavit to Purchaser advising Purchaser of the BEDA's VIC Program history respecting the Subject Property; and

WHEREAS, Paragraph 16 of the Original Purchase Agreement allows for amendment of the Original Purchase Agreement if set forth in writing and executed by both parties; and

WHEREAS, the BEDA is agreeable to the extension of the term of the due diligence period under the Original Purchase Agreement, as well as to amend the Original Purchase Agreement to address the revised intentions of the parties respecting such due diligence period extension, the repurposed affidavit, and the corrected square footage and purchase price of the Subject Property, conditioned upon the Purchaser's continued compliance with the terms and conditions of the Original Purchase Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. On condition that it complies with all of the terms and requirements set forth in the Original Purchase Agreement, including its obligation to complete its due diligence investigation prior to closing, Purchaser is extended an additional one hundred and eighty (180) day period under Paragraph 2 within which to conduct and complete due diligence investigation of the Subject

Property as Purchaser deems appropriate. Said one hundred and eighty (180) day due diligence extension period to commence effective May 17, 2016, and expiring November 17, 2016.

2. Paragraph 2. is further amended to reflect that the purchase price is **One Million Twenty-one Thousand Four Hundred Three and 20/100 Dollars (\$1,021,403.20)**, or **194,553 sq. ft. at the rate of \$5.25 per square foot.**

3. Paragraph 6.d. is hereby amended to reflect that BEDA will provide Purchaser with an affidavit notifying Purchaser of the BEDA's activities conducted under the VIC Program respecting the Development Property and the status of the Subject Property as a result of those activities.

4. Except as modified by this Amendment, all of the terms and conditions of the Original Purchase Agreement shall apply and be incorporated in this Amendment as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment on or as of the date first above written.

**BEMIDJI ECONOMIC DEVELOPMENT
AUTHORITY**

By _____
Rita C. Albrecht
Its President

By _____
Nathan Mathews
Its Executive Director

TIN: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF BELTRAMI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Rita C. Albrecht and Nathan Mathews, the President and Executive Director, respectively, of the Bemidji Economic Development Authority (BEDA), a body politic and corporate duly organized under the laws of the State of Minnesota, on behalf of the BEDA.

Notary Public

Bemidji South Shore Properties, LLC

By _____
Alex Christianson
Its Vice President

TIN: _____

STATE OF NORTH DAKOTA)
)ss.
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Alex Christianson, the Vice President of Bemidji South Shore Properties, LLC, a limited liability company organized under the laws of North Dakota, on behalf of the company.

Notary Public