

(reserved for recording information)

AMENDMENT
TO
CONTRACT FOR PRIVATE DEVELOPMENT

THIS AMENDMENT TO CONTRACT FOR PRIVATE DEVELOPMENT (“AMENDMENT”), made on or as of the _____ day of _____, 2018, by and between the **HOUSING AND REDEVELOPMENT AUTHORITY**, a public body corporate and politic under the laws of the State of Minnesota (the "HRA") and **EDINA FLATS L.L.C.**, a Minnesota limited liability company (“Developer”).

WITNESSETH:

WHEREAS, the HRA and Developer entered into a Contract for Private Development dated November 8, 2017 (“Agreement”) concerning the real property located in the City of Edina and legally described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the parties desire to amend the Agreement concerning the time frame for closing to allow Developer additional time to obtain necessary development approvals and to secure assembly of other real estate parcels;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. AMENDMENT TO SECTION 3.4. Subsection (a) of Section 3.4 of the Agreement is amended to read as follows:

- (a) Within ten (10) days after the satisfaction and/or waiver of all of the conditions contained in Section 3.2 of this Agreement, and in any event no later than March

30, 2018 ("Closing Date"), unless otherwise extended by approval of the Parties, provided all conditions precedent for the HRA and Developer to close have either been met or waived, and the Developer pays the HRA the Purchase Price, the HRA shall convey the Property to the Developer through the execution and delivery of the Deed and all other documents reasonably required by Developer and the Title Company (as hereinafter defined). This closing shall be at a location mutually agreed upon by the parties.

2. EFFECT OF AGREEMENT. The Agreement shall remain in full force and effect except as specifically amended herein.

IN WITNESS WHEREOF, the HRA and Developer have caused this Amendment to be duly executed on or as of the date first above written.

[Remainder of page intentionally left blank.]

[Signature pages to follow.]

**EDINA HOUSING AND REDEVELOPMENT
AUTHORITY**

By: _____
James B. Hovland
Its President

By: _____
Robert J. Stewart
Its Secretary

Attested By: _____
Scott Neal
Its Executive Director

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by James B. Hovland and Robert J. Stewart, respectively, the President and Secretary, of the Edina Housing and Redevelopment Authority, a public body corporate and politic under the laws of the State of Minnesota, on behalf of the public body corporate and politic.

Notary Public

EDINA FLATS L.L.C.

By: McGlynn Partners LLC, a Minnesota limited liability company, Its Manager

By: Patrick McGlynn
Its: Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Patrick McGlynn, the Manager of McGlynn Partners LLC, a Minnesota limited liability company, the Manager of Edina Flats L.L.C., a Minnesota limited liability company, on its behalf.

Notary Public

DRAFTED BY:
Campbell Knutson
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1

Lots 8 and 9, Block 21, Fairfax, Hennepin County, Minnesota, according to the recorded plat thereof.

Parcel 2

Lot 6, Block 21, Fairfax, Hennepin County, Minnesota, according to the recorded plat thereof.