



**FIRST EXTENSION OF EMINENT DOMAIN LEGAL SERVICES AGREEMENT
BETWEEN THE CITY OF MINOT, NORTH DAKOTA AND SWANSON AND
WARCUP, LTD, GRAND FORKS, NORTH DAKOTA**

WHEREAS, the parties entered into a Contract for the Provision of Eminent Domain Legal Services between the City of Minot, North Dakota and Swanson & Warcup, Ltd., Grand Forks, North Dakota effective September 21, 2021 and ending September 30, 2023 (hereinafter the "Agreement");

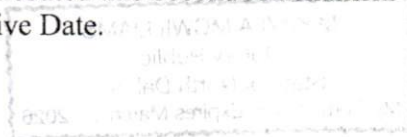
WHEREAS, pursuant to Section 13 of the Agreement, the City of Minot had the option to renew the Agreement for two additional twelve-month periods upon the same terms and conditions, except pricing, which shall be agreed by the parties at the time of renewal or extension;

WHEREAS, the City now desires to renew and extend the Agreement upon the terms and conditions set forth herein for one additional twelve-month period to maintain continuity and consistency in delivery of services and to allow Swanson & Warcup to continue to work towards completing all currently pending work that was authorized and assigned to them prior to September 30, 2023;

NOW, THEREFORE, the parties agree as follows:

1. The Agreement shall be extended for one additional twelve-month period commencing October 1, 2023 (Contract Extension Effective Date) and terminating September 30, 2024.
2. Swanson & Warcup, Ltd. shall continue to provide services to or on behalf of the City of Minot, North Dakota as summarized in Exhibit "A" to the Agreement but the work shall be limited to matters authorized and assigned to Swanson & Warcup, Ltd. after September 21, 2021.
3. Fee schedule for work completed during this extension shall be as shown on the attached Exhibit B.
4. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment or the original Agreement shall include the terms contained in this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement effective as of the Contract Extension Effective Date.



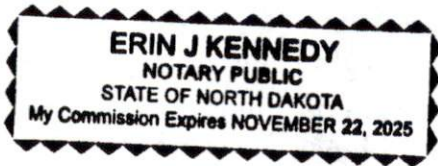
SWANSON & WARCUP LTD.

[Signature]

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Grand Forks)

On this 13 day of Sept, 2023, before me personally appeared _____, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)



Erin Kennedy
Notary Public, _____ County,
North Dakota.
My Commission Expires: _____

CITY OF MINOT

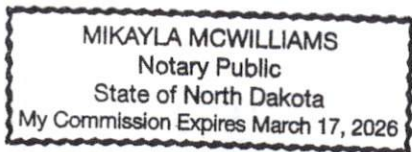
[Signature]

[Signature]

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 18th day of September, 2023, before me personally appeared Thomas Ross, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)



Mikayla McWilliams

Notary Public, Ward County,
North Dakota.
My Commission Expires: March 17, 2026

EXHIBIT B – FEES

Swanson & Warcup, Ltd. shall be paid the following fees for services provided under the Agreement for the Provision of Legal Services:

Attorney - \$290/hr.
Paralegal - \$200 /hr.
Acquisition/Relocation Specialist - \$200.00/hr.
Research assistant - \$135.00 /hr.
Clerical service - \$125.00 /hr.