

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), effective as of the date of attestation thereto by the Duluth City Clerk (the "Effective Date"), by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota, hereinafter referred to as "City", and ULLAND BROTHERS, INC., a Minnesota corporation, hereinafter referred to as "Owner".

WHEREAS, Owner is the owner of that real property hereinafter referred to as the "Property" located at 2402 Becks Road in Duluth, Minnesota (Tax Id Parcel No. 450-10-04950); and

WHEREAS, City, through its contractor, desires to repair the Sargent Creek railroad trestle footing adjacent to the Property (the "Project"), and

WHEREAS, in order to conduct the Project, City desires a license over the Property for purposes of access to the Project site; and

WHEREAS, Owner desires to assist City by allowing access over the Property.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

1. The License

Owner grants to City an approximately fifteen (15) foot wide non-exclusive License over those portions of the Property labeled as "Site Access Route" on the attached Exhibit A (the "Premises").

2. Use of the Premises

The Premises shall be used solely for purposes of access to and from the Project site, and for no other purpose.

3. Term

The term of this Agreement shall begin on the Effective Date, and continue through November 1, 2019, or until the Project is completed, whichever is later.

4. License Fee

City shall have the use of the Premises at no cost.

411 West First Street, Room 17
Duluth, MN 55802
Email: jshoberg@duluthmn.gov

In the case of Owner: Ulland Brothers, Inc.
Attn: Tim Grahek
7831 County Road 921
Virginia, MN 55791
Email: tgrahek@ulland.com

11. Waiver

Any waiver by either party of any provision of this Agreement must be in writing and shall not imply a subsequent waiver of that or any other provision.

12. Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in St. Louis County, Minnesota.

13. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

14. Amendments

Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

15. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

16. Entire Agreement

This Agreement, including Exhibit A, constitutes the entire agreement between parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter.

CITY OF DULUTH, a Minnesota
Municipal Corporation

ULLAND BROTHERS, INC.,
a Minnesota corporation

By: _____
Its Mayor

By: _____
Title

Attest:

By: _____
Its City Clerk

_____, 2019
Date

Countersigned:

City Auditor

Approved:

City Attorney

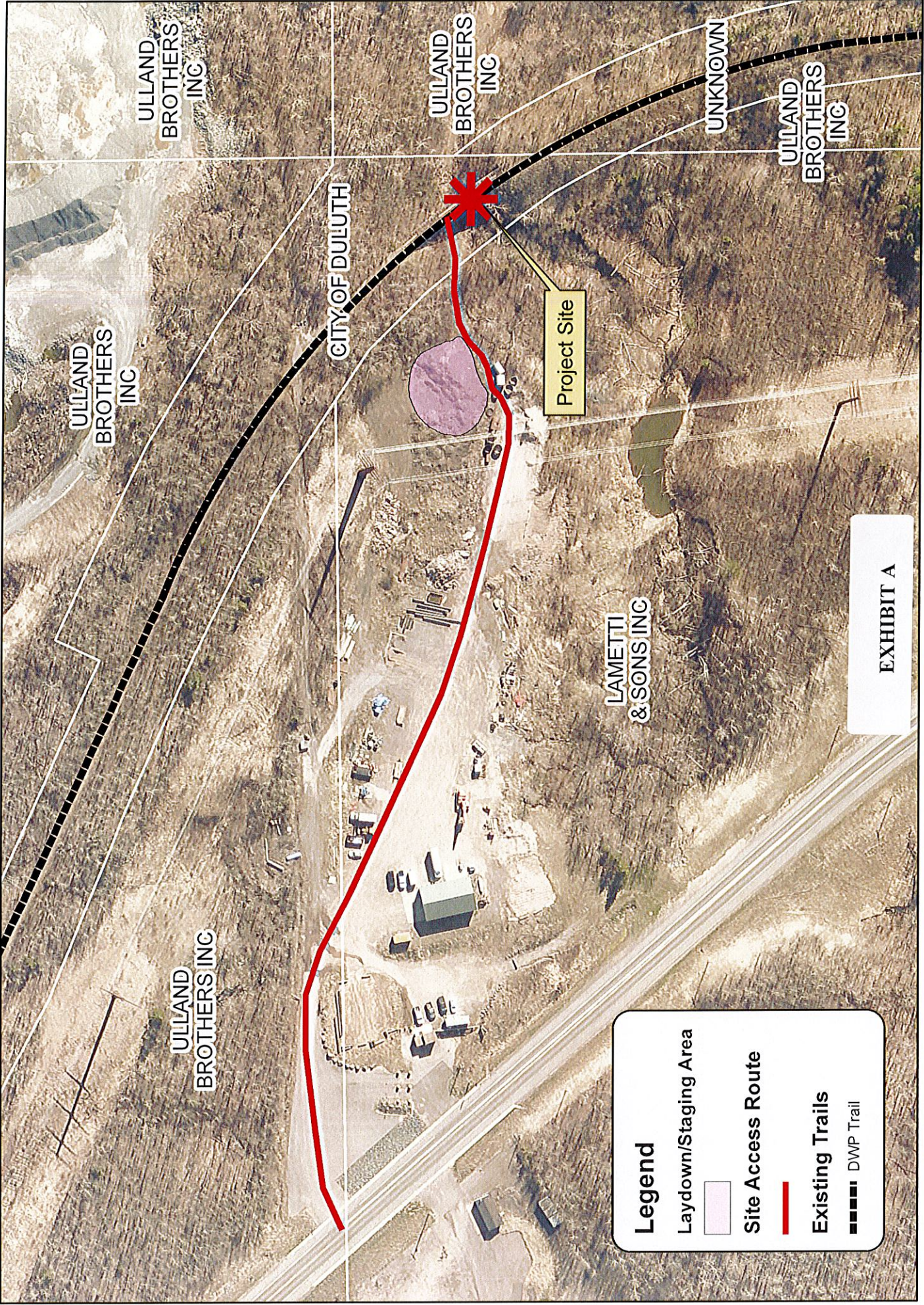


EXHIBIT A

Legend

- Laydown/Staging Area
- Site Access Route
- Existing Trails
- DWP Trail



Sargent Creek Bridge & Creek Restoration