

PARKING RAMP LICENSE AGREEMENT

THIS RAMP LICENSE AGREEMENT is made as of November 1, 2019.

BETWEEN: INTERSTATE PARKING COMPANY OF MINNESOTA LLC
(herein called “**IPC**”)
710 N. Plankinton Avenue, Suite 700
Milwaukee, WI 53203

AND: ESSENTIA HEALTH (herein called “**User**”)
407 East 3rd Street
Duluth, MN 55805

PARKING SPACES: The right to use one hundred (100) unreserved parking spaces (the “Spaces”) in part of the City of Duluth-owned portion of the ground floor level of the Medical District Ramp located at 302 E. 1st Street, Duluth, MN 55805 (the “Ramp”). The area specifically licensed to User is that portion of the ground floor level located on Lots 1 through 8, Block 26, Portland Division, St. Louis County, Minnesota as described and depicted on Exhibit A (the “Licensed Premises”).

PERMITTED USES: User shall be entitled to use the Spaces for the parking of User’s employees’ vehicles, subject to rules and regulations imposed by IPC from time to time and initially included as part of this License Agreement (herein called “License” or “License Agreement”) and attached hereto as Exhibit B. User shall park only employee vehicles that are within the height and weight limitations of the Spaces (if height and weight limitations have been provided to User in writing by IPC), are in safe mechanical condition and are not leaking any flammable or corrosive liquids. User is expressly prohibited from re-selling or assigning any privileges under this License.

WHEREAS IPC manages the Spaces under a management agreement (the “**Master Agreement**”) with the City of Duluth (herein called “**City**”) and the Duluth Economic Development Authority (herein called “**DEDA**”) effective as of April 26, 2012 (City Contract No. 21606) which is also the subject of an ancillary agreement (the “**Ancillary Agreement**”) between the City and DEDA effective as of April 26, 2012 (City Contract No. 21605) and is thereby authorized by the City and DEDA to enter into this License Agreement.

AND WHEREAS the User would like to license the use of all the Spaces from IPC during the times set forth above to conduct the Permitted Uses, on the terms and conditions below;

THEREFORE, the parties agree as follows:

Section 1. License of Premises

1.1 IPC grants a license to the User for the Spaces for the Permitted Uses only.

Section 2. Term and Termination

2.1 Notwithstanding the date of this License Agreement, this License will begin on November 1, 2019, and continue through January 31, 2021 (the “**Term**”), unless sooner terminated as provided in this License.

2.2 The User acknowledges that the Spaces are being managed by IPC under the Master Agreement referred to above, and that this License is a license of the Permitted Uses only.

2.3 Either party will have the right to terminate this License in the event the other party has failed to perform any of the terms and conditions specified herein, if said failure has been called to the attention of the responsible party in writing and that party has not corrected said failure within thirty (30) days, or such additional time as is reasonably necessary, of its receipt of written notice. In the event of such termination, this License will terminate immediately and all compensation and other fees shall be paid through the termination date. In addition, IPC will have the right to terminate this License upon the issuance of a final certificate of occupancy by the City for a project consisting of the development/redevelopment of property adjacent to and downhill from the Ramp into a fifteen story multi-family residential and mixed use development to be constructed by Northstar Development Interests, LLC (“Developer”) pursuant to a Development Agreement between Developer and the Duluth Economic Development Authority. Further, IPC will have the right to terminate this License if the City determines it necessary for purposes of the Regional Exchange District.

2.4 If the whole or any portion of either of the Spaces are:

- (a) appropriated or taken under the power of eminent domain by any public or quasi-public authority; or
- (b) damaged or destroyed; or
- (c) otherwise rendered unusable as a parking facility;

then either party may, at its option, terminate this License with respect to the affected Licensed Premises by giving written notice to the other within 30 days after the effective date of such taking, destruction or other event and this License will terminate with respect to said Licensed Premises as of the date of such taking, destruction or other event.

If only a portion of said Licensed Premises is affected by such taking, destruction or other event and neither party exercises its option to terminate this License with respect to said Licensed Premises, this License shall not terminate with respect to said Licensed Premises but shall continue in full force and effect except that the license fee payable

under this License will be reduced in proportion to the resulting reduction in the number of parking permits (and/or access cards) issued to User.

In the event that this License is terminated pursuant to this section, IPC agrees to use reasonable efforts to work together with DEDA or the City and User to locate and license alternative replacement parking.

Section 3. Fees

3.1 The User will pay a license fee to IPC in the amount equal to 100 spaces multiplied by the following rates (\$92.66/space/month or \$9,266/month) through December 31, 2019, (\$95.44/space/month or \$9,544/month) for the period between January 1, 2020 through December 31, 2020, and (\$98.30/space/month or \$9,830/month) for January 31, 2021 (the “**Monthly Fee**”). The total monthly payment is due on the 1st day of each month to which it applies and shall be paid to IPC at the following address, or such other address as may be directed by IPC from time to time and delivered in writing to User.

Interstate Parking Company of Minnesota LLC
11 East Superior Street, Suite 120
Duluth, Minnesota 55802

The Monthly Fee is due in advance without demand on the first day of each month for that month, and any outstanding amounts are subject to interest charges at the rate of 1% per month (12% per annum). If User’s account is past due by more than 7 days, all of User’s parking permits and access cards (the “**Parking Credentials**”) will be invalidated and User (or its employees) shall pay the posted daily parking fee until User’s account is current. Payment of daily parking fees shall not be deemed as substitution for any late fees or as an offset to any past due monthly license fee. Failure to pay the daily fee may result in a parking ticket being issued and/or User’s (or its employees’) vehicle(s) being immobilized or towed at User’s expense (or User’s employees’ expense).

3.2 The User shall pay IPC the then current administrative setup fee for each new permit and/or access card issued and for any replacement permit(s) and/or access card(s) issued from time to time as requested by User, unless such replacement is to replace a malfunctioning access card, in which case there shall be no cost to User for such replacement. The current administrative setup fee upon commencement of this License is \$20.00 per permit and may be adjusted at any time by IPC but in no case shall the administrative setup fee (or replacement permit and/or access card fee) exceed the administrative setup fee charged to other IPC monthly contract parking customers.

3.3 Prior to the commencement date, User agrees to provide IPC with a list of employees including first and last name, license plate number(s) and the permit number issued to each employee (the “**Parker List**”). User agrees to promptly update IPC with any changes to the Parker List. Employees can provide multiple license plate numbers for a single permit to allow them to switch vehicles from time to time.

3.4 User may increase the quantity of permits by providing written notice to IPC. New permits issued shall be pro-rated for any partial month period. Terminated permits shall not be pro-rated.

Section 4. User's Covenants

4.1 The User will only use and allow the use of the Spaces for the Permitted Uses and for no other purpose. The User accepts and agrees to the rules and regulations set forth in Exhibit B of this License, as may be reasonably modified by IPC from time to time, and agrees to adhere to IPC's selected parking enforcement method pursuant to Section 5.2. User shall ensure that its employees who have received a permit for the Spaces have been provided with a copy of the rules and regulations attached as Exhibit B, and shall obtain from User's employees an acknowledgement and agreement of the rules and regulations by keeping on file, and available to IPC upon request, a copy of Exhibit B signed by each such employee. DEDA and IPC reserve the right to temporarily or permanently refuse parking to any employee who fails to comply with any rule or regulation.

4.2 The User has inspected the Spaces to its reasonable satisfaction and accepts the Spaces in its "as is" condition. The User agrees to exercise reasonable care in the use of the Spaces during the Term. The User will repair and/or replace, at its expense, any damage to the Spaces, including but not limited to damage caused to any furniture, fixtures and equipment, if such damage is caused by User, its employees, agents, contractors or assigns. Such repairs and/or replacements must be made promptly without delay and to the reasonable satisfaction of IPC.

4.3 The User will not remove or alter any equipment, signage, booths or other personal property of IPC, the City or DEDA on the Spaces without the prior consent of IPC. If such consent is given, the User will pay or reimburse IPC for all costs and expenses for removing, repairing and reinstalling any such equipment, signage or property.

4.4 The User will release and hold harmless IPC, the City, DEDA and their respective directors, employees and agents from any and all costs, claims, actions, causes of action, damages and expenses which may now or at any time in the future be brought against or suffered by the User, IPC, the City, DEDA, or any third party, including all legal costs (each a "**Claim**") arising out of or in connection with the User's use of the Spaces or this License.

4.5 The User will indemnify IPC, DEDA and the City from and against any and all Claims arising in connection with: (a) the User's use of the Spaces; (b) the acts or omissions of the User, its employees, agents or invitees; or (c) the breach by the User, its employees or agents of any covenant, condition or obligation set forth in this License Agreement or any other agreement with IPC relating to the Permitted Uses.

Section 5. IPC's Covenants

5.1 Except as set forth herein and subject to the Master Agreement, IPC agrees to maintain and pay for maintenance of the Spaces in a good, safe, and passable condition

including general cleaning, rubbish removal, and snow removal. IPC, subject to the Master Agreement, shall perform and pay for repairs at the Spaces, unless such repairs result from damage caused by User subject to the terms of Section 4. IPC reserves the right at any time and from time to time to limit parking at the Spaces for purposes of performing maintenance or repairs. IPC, subject to the Master Agreement, will use reasonable efforts to perform its maintenance and repairs in a manner and at such times as will minimize disruption to User's use of the Spaces. In the event that it is necessary for IPC to close a portion of the Spaces for maintenance or repairs, IPC shall use reasonable efforts to relocate User to another location for the period all or a portion of the Spaces are unavailable. If IPC is unable to relocate User, the fees payable under this License Agreement shall be pro-rated for the quantity of days the Spaces or a portion thereof are unavailable to User.

5.2 IPC, subject to the Master Agreement, agrees to enforce and uphold User's Permitted Uses through management techniques implemented by IPC at IPC's sole discretion including, but not limited to, mobile patrolling, gated parking access control equipment, license plate based registration enforcement and any other parking management techniques available to IPC at any time during the Term.

Section 6. General

6.1 The whole contract, inclusive of referenced provisions residing in the Master Agreement, and agreement between the parties is set forth in this License including Exhibits A and B, and no representations, warranties or conditions have been made other than those expressed or implied herein.

6.2 Time is of the essence of this License.

6.3 Unless otherwise stated, any notice given under this License must be in writing and will be considered sufficiently given if delivered to the address of the recipient set out below (or such other address as has been stipulated by either party providing written notice to the other from time to time). Any notice given should be addressed as follows:

(a) if to the User,

Essentia Health
407 East 3rd Street
Duluth, MN 55805

(b) if to IPC,

Interstate Parking Company of Minnesota LLC
Attn: General Manager
11 East Superior Street, Suite 120
Duluth, Minnesota 55802
Telephone No.: (218) 727-7275
Facsimile No.: (218) 727-8232

With a copy to:

Interstate Parking Company of Minnesota LLC
Attn: Chief Financial Officer
710 North Plankinton Avenue, Suite 700
Milwaukee, WI 53203
Telephone No.: (414) 431-6555
Facsimile No.: (414) 431-6556

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

6.5 This License will be governed by the laws of the state of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota. However, litigation in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota.

6.6 User agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City of Duluth and their respective agencies which are applicable to this License Agreement.

6.7 User shall not assign, sublease, sublicense or in any other way transfer this License Agreement in whole or in part.

6.8 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 License Agreement.

6.9 Any waiver by either party of any provisions of this License Agreement shall not imply a subsequent waiver of that or any other provision.

IN WITNESS OF THE ABOVE, the parties have executed this License as of the date set out on the first page of this License.

**INTERSTATE PARKING COMPANY
OF MINNESOTA LLC**

ESSENTIAL HEALTH

By: _____

By: _____

Tony Janowiec, Principal

Name and Title

The City of Duluth (“City”) hereby acknowledges and approves the foregoing Parking Ramp License Agreement (“License Agreement”) which is by and between Interstate Parking Company of Minnesota LLC (“IPC”) and Essentia Health (correct name?) (“Essentia”), and agrees that in the event the Master Agreement referenced above expires or terminates before the end of the Term of the License Agreement, the City shall honor the terms of the License Agreement through the balance of the Term without disruption to the rights of Essentia under the License Agreement. In the event the Master Agreement expires or terminates before the end of the Term of the License Agreement, and the City thereafter enters into a new agreement or similar arrangement with another parking operator, the City agrees that such operator will also honor the terms of the License Agreement through the balance of the Term without disruption to the rights of Essentia under the License Agreement. Notwithstanding the preceding paragraph, if the License Agreement terminates or expires in accordance with Section 2.3 or Section 2.4 of the License Agreement, the City shall not honor the terms of the Agreement through any remaining balance of its Term

City of Duluth

By: _____
Its Mayor

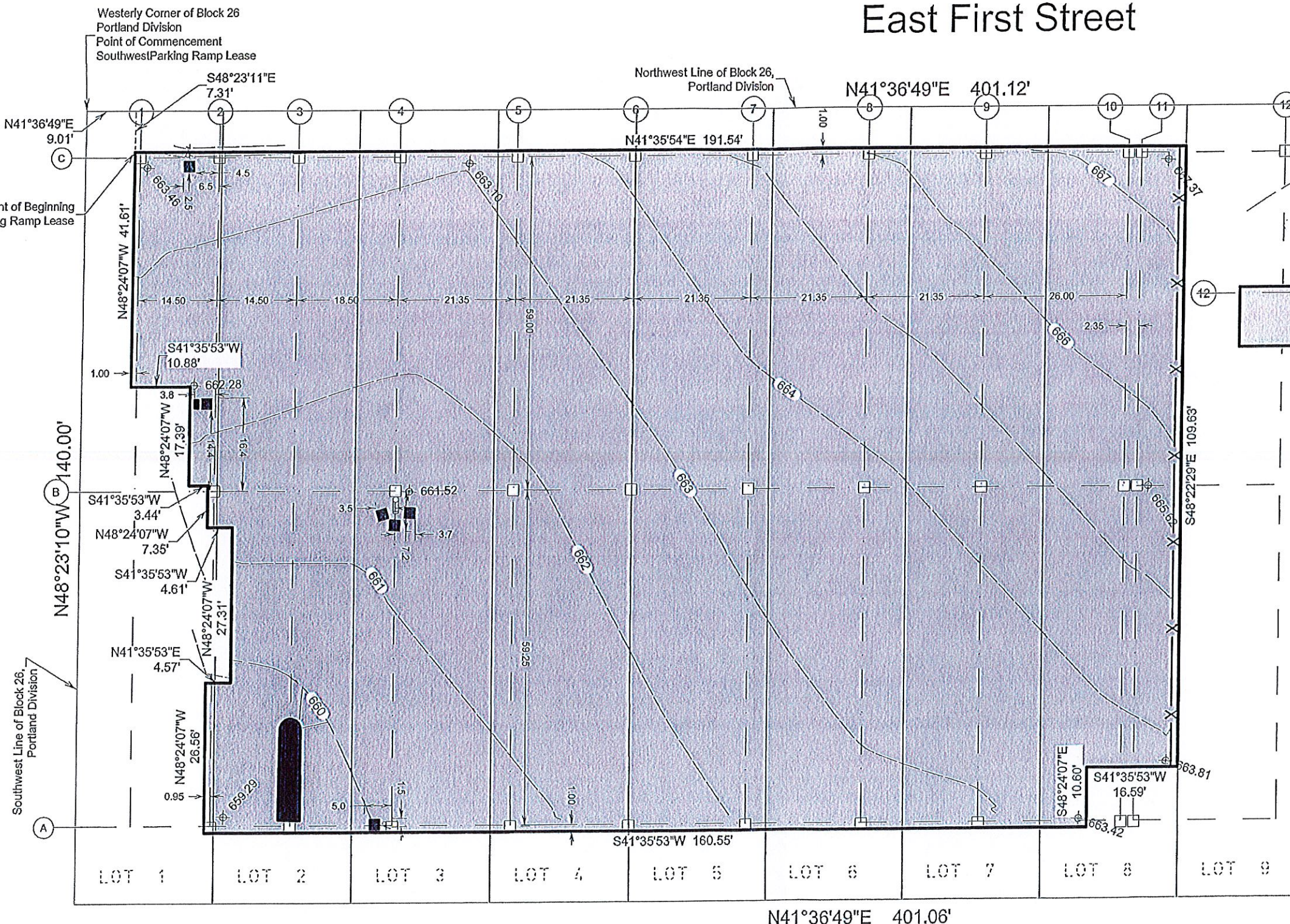
By: _____
Its City Clerk

By: _____
Its Auditor

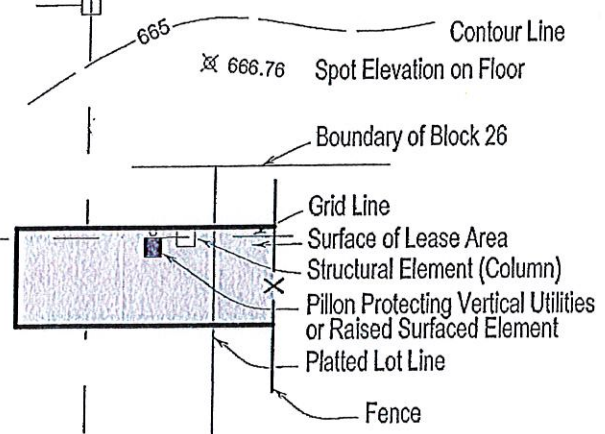
By: _____
Its City Attorney

Third Avenue East

East First Street



Legend

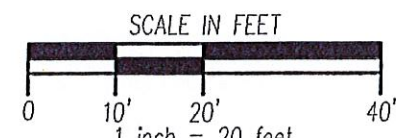
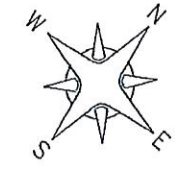


Lease area has 10' Vertical Clearance.

Surveyors Notes

The Boundary of Block 26, Portland Division is a retracement of a Salo Engineering Survey Dated 3/28/2005, Salo Project No. L4306A

Elevation are N.A.V.D. 1988



Bearings, Distances, and Coordinates are based on the SLCTM96 Coordinate System

Alley

EXHIBIT A

NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH OR TITLE OPINION.

DESIGNED JL
DRAWN JK
CHECKED JG

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA
Greg Stoeber GREG STOEBER
DATE 01/08/2019 LIC. NO. 21774



11 East Superior Street
Suite 420
Duluth, MN. 55802
218.724.8578
tkda.com

Lease Parcel Exhibit
for: City of Duluth
DULUTH MINNESOTA
CITY PROJECT NO. MISA NO.

Southwest Lease Parcel
Drawing

PROJECT NO. 15513.339
RECORD NO. SHEET NO. 1 of 2

23733

Description of southwest parking in ground level of Medical District Parking Ramp.

A three dimensional parcel of land in part of Lots 1 through 8, Block 26, Portland Division, according to the recorded plat thereof in St. Louis County, Minnesota.

The horizontal limits of said three dimensional parcel of land are described as follows:

Commencing at the westerly corner of said Block 26; thence North 41 degrees 36 minutes 49 seconds East 9.01 feet along the northwest line of said Block 26; thence South 48 degrees 23 minutes 11 seconds East 7.31 feet to the point of beginning; thence North 41 degrees 35 minutes 54 seconds East 191.54 feet along a line that is parallel and distant northwesterly 1.00 foot of Grid Line C; thence South 48 degrees 22 minutes 29 seconds East 109.63 feet along the northeast line of said Lot 8; thence South 41 degrees 35 minutes 53 seconds West 16.59 feet; thence South 48 degrees 24 minutes 07 seconds East 10.60 feet; thence South 41 degrees 35 minutes 53 seconds West 160.55 feet along a line that is parallel and distant southeasterly 1.00 foot of Grid Line A; thence North 48 degrees 24 minutes 07 seconds West 26.56 feet along a line that is parallel and distant southwesterly 0.95 feet of Grid Line 2; thence North 41 degrees 35 minutes 53 seconds East 4.57 feet; thence North 48 degrees 24 minutes 07 seconds West 27.31 feet; thence South 41 degrees 35 minutes 53 seconds West 4.61 feet; thence North 48 degrees 24 minutes 07 seconds West 7.35 feet; thence South 41 degrees 35 minutes 53 seconds West 3.44 feet; thence North 48 degrees 24 minutes 07 seconds West 17.39 feet; thence South 41 degrees 35 minutes 53 seconds West 10.88 feet; thence North 48 degrees 24 minutes 07 seconds West 41.61 feet along a line that is parallel and distant southwesterly 1.00 foot of Grid Line 1 to the point of beginning. Grid Line B is parallel and distant 59.25 feet northwest of said Grid Line A. Grid Line 3 is parallel and 14.50 feet northeast of said Grid Line 2. Grid Line 4 is parallel and 18.50 feet northeast of said Grid Line 3. Grid Line 5 is parallel and 21.35 feet northeast of said Grid Line 4. Grid Line 6 is parallel and 21.35 feet northeast of said Grid Line 5. Grid Line 7 is parallel and 21.35 feet northeast of said Grid Line 6. Grid Line 8 is parallel and 21.35 feet northeast of said Grid Line 7. Grid Line 9 is parallel and 21.35 feet northeast of said Grid Line 8. Grid Line 10 is parallel and 26.00 feet northeast of said Grid Line 9. Grid Line 11 is parallel and 2.35 feet northeast of said Grid Line 10.

EXCEPT vertical rectangular columns that are 24 inches on each side, with their centers located at intersections of Grid Lines, listed as: Grid Line A intersections with Grid Line 2, Grid Line 3, Grid Line 4, Grid Line 5, Grid Line 6, Grid Line 7, Grid Line 8 and Grid Line 9, AND Grid Line B Intersections with Grid Line 2, Grid Line 4, Grid Line 5, Grid Line 6, Grid Line 7, Grid Line 8, Grid Line 9, Grid Line 10 and Grid Line 11, AND Grid Line C intersections with Grid Line 1, Grid Line 2, Grid Line 3, Grid Line 4, Grid Line 5, Grid Line 6, Grid Line 7, Grid Line 8, Grid Line 9, Grid Line 10 and Grid Line 11.

ALSO EXCEPT vertical utility areas described as: Vertical piping bounded between parallel lines that are 4.5 feet southwest and 6.5 feet southwest of Grid Line 2, and bounded between parallel lines that are 1.0 feet northwest and 2.5 feet southeast of Grid Line C; and vertical piping bounded between parallel lines that are 1.0 feet southwest and 5.0 feet southwest of Grid Line 4, and bounded between parallel lines that are 1.5 feet northwest and 1.0 feet southeast of Grid Line A; and vertical piping bounded between parallel lines that are 3.5 feet southwest and 3.7 feet northeast of Grid Line 4, and bounded between parallel lines that are 1.0 feet southeast and 7.2 feet southeast of Grid Line B; and vertical condenser between Grid Line 2 and a line parallel and distant 3.8 feet southwest of Grid Line 2, and bounded between parallel lines that are 14.4 feet northwest and 16.4 feet southeast of Grid Line B.

The lower limits of said three dimensional parcel of land is the driving pavement. The pavement slopes from a high point in the north corner (elevation 667.37) and to a low point in the south corner (elevation 659.29.) The elevation at the west corner is 663.46 and the elevation at the east corner is 663.42. Elevations are in NAVD 1988 datum.

The upper limits of said three dimensional parcel of land is 10.0 feet higher than said lower limits.

PLOT DATE: Feb 19, 2019 - 12:27pm
FILE NAME: P:\Home\mancin-clifford\Projects\TKDA\15513 Land Survey\15513_339 1st Street Ramp\04_Production\01_CADD\01_Xref\stamp_survey.dwg



11 E. Superior Street, Suite 420
Duluth, MN 55802
218.724.8578
tkda.com

Southwest Lease Parcel
Descriptions

15513.339
Sheet 2 of 2

Exhibit B

Parking Rules and Regulations

You have received a permit and/or access card from Interstate Parking Company of Minnesota LLC (“IPC”) as a result of the terms and conditions in the License Agreement between Essentia Health and IPC (the “License Agreement”) granting you with the privileges and responsibilities as defined in the aforementioned License Agreement. The License Agreement requires your acceptance of the following rules and regulations. Your failure to comply with the rules and regulations may result in temporary suspension or termination of your individual parking privileges.

1. Permits are only valid for the Lot for which they are issued and are only valid during the timeframe established in the License Agreement. If the same permit number is found on more than one vehicle at a time, or if a permit or access card (if issued) is used to admit more than one vehicle at a time into a Lot, that permit or access card will automatically be deemed invalid, and IPC may issue a parking ticket and/or immobilize or tow one or more of the vehicles in addition to any other remedies available to IPC.
2. Permits and access cards remain the property of IPC. Malfunctioning access cards will be replaced free of charge if returned to IPC. Lost, stolen or damaged permits and access cards will be replaced upon payment of a new activation / processing fee at the then current rate.
3. IPC is not responsible for any injury, claims, loss, or damage to you, your passengers, your vehicle or its contents.
4. Trailers are prohibited from entering the Spaces, if gated access control devices are in use, and you agree not to enter the Spaces with the same. Further, you agree that any damage, injury or loss of any kind incurred as a result of entering the Spaces (if gated access control devices are in use) with the aforementioned vehicles is your sole responsibility and IPC, the City and DEDA are not liability related to such damage, injury or loss.
5. The parking of unlicensed vehicles, vehicles displaying an expired license plate, or uninsured vehicles, the general storage of vehicles and the repair or maintenance of vehicles is prohibited. The parking of vehicles that, in the opinion of IPC, pose any kind of hazard or contain hazardous or objectionable contents or displays is also prohibited and may result in immediate towing at your expense. Leaving a vehicle parked outside of the timeframe established in the License Agreement is subject to the posted daily parking fees and failure to pay such fees according to the posted payment terms may result in issuance of a parking ticket and/or towing at your expense.
6. IPC reserves the right at any time and from time to time to refuse parking at the Spaces for purposes of performing maintenance or repairs. IPC will use reasonable

efforts to relocate you to another location for the period your normal location is unavailable. No refund or credit will be issued for the period your normal location is unavailable.

7. Your permit or access card (if one has been issued by IPC) is not assignable or transferable and you are prohibited from re-selling your permit.
8. Any additional terms and conditions displayed on the signage at the Spaces are a part of the License Agreement and the rules and regulations. Vehicles must not be parked in such a way as to block traffic lanes, take up more than one space, or violate any laws or regulations. Vehicles parked for the principal purpose of promotional activities or advertising are prohibited.
9. Any power supplied at the Spaces is for block heater use only, and the use of any interior car warmer is prohibited. Use of Spaces' power supply for block heater is entirely at your own risk, and IPC, the City, and DEDA are not liable in the event that a vehicle fails to start.

I, _____, have read the parking rules and regulations set forth above, understand them, and accept and agree to follow them.

Signature

Date