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LICENSE AGREEMENT

THIS LICENSE AGREEMENT is entered into on ___December 13___, 2023, by the DULUTH ECONOMIC DEVELOPMENT AUTHORITY (“DEDA”), an economic development authority under Minnesota Statutes Chapter 469, and AMAZON.COM SERVICES LLC, a Delaware limited liability company (“Licensee”).

WHEREAS, DEDA is the owner of Outlot A in the Atlas Industrial Park in the City of Duluth, County of St. Louis, State of Minnesota legally described below and as shown on Exhibit A attached hereto and made a part hereof and hereinafter referred to as the “Soil Placement Property”;

LEGAL DESCRIPTION – OUTLOT A ATLAS INDUSTRIAL PARK

and

WHEREAS, Licensee intends to redevelop two separate parcels in Atlas Industrial Park (Lot 4 Block 2 and Lot 5 Block 2) (“Redevelopment Property”), which Redevelopment Property is the subject of a purchase agreement between DEDA and Licensee (as successor in interest to Ryan Companies US, Inc. (“Ryan”)) dated July 31, 2023 (the “PSA”); and

WHEREAS, the Soil Placement Property and the Redevelopment Property had been owned and operated as single site prior to their acquisition by DEDA in 2004 and subject to environmental investigation and remediation before and after acquisition; and

WHEREAS, to facilitate redevelopment of the separate parcel, Licensee is in need of a location to deposit approximately 45,000 cubic yards of fill material consisting of clay, sand, and silt (the “Materials”) from the Redevelopment Property; and

WHEREAS, the Soil Placement Property is held by DEDA for the purpose of soil stockpiling; and

WHEREAS, Licensee shall place the Materials (or cause the materials to be placed) on the Soil Placement Property in accordance with this Agreement and applicable regulatory requirements for the placement of the Material on the Soil Placement Property; and

WHEREAS, pursuant to the July 26, 2023 Approval of Response Action Plan for the Redevelopment Property issued by the Minnesota Pollution Control Agency (“MPCA”), Licensee has informed the City of Duluth through the DEDA that if additional contaminated soils are placed on the Soil Placement Property, they will be required to record an Environmental Covenant on the Soil Placement Property to ensure the Soil Placement Property cover/cap/slope integrity is maintained and to require an annual inspection form to be submitted to the MPCA by July 1 of each year; and

WHEREAS, Licensee shall conduct such soil placement activities at no cost to DEDA.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The License. Subject to the terms and conditions set forth herein, DEDA grants to Licensee a non-exclusive license in the Soil Placement Property for the purposes hereinafter set forth.



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2. Use of the Soil Placement Property. The Soil Placement Property shall be used for the purpose of placing the Material from the Redevelopment Property. Such placement and management of soil shall be subject to the approval of soil placement plans and an MPCA-approved Remedial Action Plan Addendum for the Redevelopment Property submitted to DEDA by Licensee, which approval shall not be unreasonably withheld, conditioned, or delayed. No excavation or removal of soils or other materials below said curb elevation shall be permitted except that Licensee shall have the right to cut down and remove trees from the Soil Placement Property.

3. Non-Exclusive Use of Soil Placement Property. Notwithstanding this License, DEDA retains full ownership and control of the Soil Placement Property and may use the Soil Placement Property for any purpose that does not interfere with this License, including granting licenses to other parties for soil placement activities. DEDA and Licensee acknowledge that Licensee shall survey the area of the Soil Placement Property that receives the Materials before and after the placement of the Materials so as to identify and differentiate the Materials placed at the Soil Placement Property by Licensee from any soil placement activities by other parties.

4. DEDA Approval of Plans. Prior to placement of any Materials on the Soil Placement Property, Licensee shall submit to DEDA, for DEDA's approval, plans detailing the amount of Materials to be placed on the Soil Placement Property, the composition of the Materials, plans for accessing the Soil Placement Property, plans for placing and managing the Materials, and permanent erosion control measures ("Plans"). DEDA shall review the Plans and may approve, request modifications, or reject the Plans; provided, however, that DEDA's approval of the Plans shall not be unreasonably withheld, conditioned or delayed. If DEDA rejects the Plans, the parties shall work in good faith to modify the Plans to effectuate the purpose of this License. Licensee shall provide DEDA with the results of all tests conducted by Licensee on the Materials.

5. Access to the Property. Access to the Soil Placement Property for the purpose of depositing the Materials shall be from Nick Glumac Drive, as labeled on Exhibit A attached hereto (the "Access Point"). The Access Point shall be the only point at which vehicular traffic may access the Property. Provided, that in addition to the above-described access for deposit of Materials, Licensee shall have the right to use Nick Glumac Drive solely for the purpose of bringing equipment necessary to the deposit of Materials to the Soil Placement Property; such use shall be by wheeled vehicles ordinarily used for highway transportation of such equipment and shall specifically not include any tracked vehicles.

6. Term. The term of this License shall be deemed to have commenced on the date of closing of the sale of the Redevelopment Property from DEDA to Licensee, its successors or assigns. The License shall continue perpetually, unless terminated earlier as provided for herein.

7. Costs and Management Fee. Licensee shall bear all costs associated with the placement of the Materials on the Soil Placement Property through payment of a one-time management fee in the amount of \$45,000. The management fee shall be due within ten (10) days after the date of approval of Plans by DEDA.

8. DEDA Warranty. DEDA warrants that it has all necessary permits and approvals to accept the Materials on the Soil Placement Property. DEDA shall not be obligated to make any alterations or improvements on or to the Soil Placement Property other than those described in the Environmental Covenant and other permits and approvals held by DEDA.

9. Cessation of Soil Placement Activities. Until the date Licensee achieves final stabilization of soils placed on the Soil Placement Property as defined by the Plans, DEDA may demand cessation of soil placement activities for cause upon two (2) days' written notice stating such cause to the

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other party as provided for in Section 18. Within two days of receipt of a cessation demand, Licensee shall cease all activities on the Soil Placement Property. Soil placement activities shall not resume until the parties agree in writing that such activities may resume.

10. Maintenance and Restoration. Licensee agrees to exercise reasonable care in accessing and using the Soil Placement Property. Nick Glumac Drive and Commonwealth Avenue will be swept and any sediment removed after final placement of Materials is complete. Any damage to any paved surfaces will be repaired to the reasonable satisfaction of the City of Duluth City Engineer. Licensee shall not allow the deposit of solid or liquid waste on or allow the commission of waste on or damage to the Soil Placement Property or allow any public or private nuisance on the Soil Placement Property; provided, it shall not be deemed a nuisance or depositing of waste for Licensee to stockpile soils removed from the Redevelopment Property on the Soil Placement Property in accordance with this Agreement. Licensee shall not make any alterations or improvements to the Soil Placement Property except as authorized herein without the prior written consent of the DEDA Executive Director. DEDA acknowledges that the Materials contain soils and potentially contaminants from the Redevelopment Property, that DEDA will be solely responsible for managing said Materials after the deposit of the same on the Soil Placement Property, and that this License is a material consideration for Licensee's acquisition of the Redevelopment Property from DEDA.

11. Liens. Licensee shall not allow lien claims, third party interests or any other encumbrances to be (1) filed against DEDA or (2) placed upon the Soil Placement Property as a result of Licensee's acts hereunder.

13. Condition at Surrender. Upon completion of Licensee's stockpiling of soils at the Soil Placement Property, Licensee shall cap the stockpiled materials with not less than four inches (4") of clay and four inches (4") of topsoil, properly seeded as required in the Plans. Licensee shall maintain a silt fence surrounding the Soil Placement Property until the seed has stabilized, at which time DEDA assumes all responsibility for the Materials.

14. Release. DEDA accepts the Materials in its "as is" condition for placement on the Soil Placement Property.

15. Indemnification.

(a) Neither DEDA nor the City of Duluth (the "City") shall in any way be liable or responsible for any accident or damage that may occur through Licensee's use of the Soil Placement Property during the term of this License except to the extent such accident or damage arises out of the negligence or willful misconduct of DEDA or the City. Licensee agrees that it shall defend, indemnify and hold harmless, DEDA and the City, their directors, officers, agents, and employees from and against any and all claims, demands, suits, judgments, costs, liens, and expenses asserted by any person or persons including agents or employees of DEDA, the City, or the Licensee, by reason of the death of or injury to person or persons or the loss of or damage to property or any cause of action arising out of the negligence or willful misconduct of Licensee in its use of the Soil Placement Property, except to the extent such cause of action or loss arises from the negligence or willful misconduct of DEDA or the City.

(b) DEDA agrees that it shall defend, indemnify and hold harmless, Licensee its directors, officers, agents, employees, successor and assigns from and against any and all claims, demands, suits, judgments, costs, liens, and expenses asserted by any person or persons including agents or employees of DEDA, the City, or the Licensee by reason of the death of or injury to person or persons or the loss of or damage to property or any cause of action arising out of DEDA's or the City's negligence

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or willful misconduct, except to the extent such cause of action or loss arises from the negligence or willful misconduct of Licensee.

15. Insurance. Prior to accessing the Property, Licensee shall have such coverage as will protect Licensee, DEDA, and the City against risk of loss or damage to the Soil Placement Property during the term of the License. Licensee shall procure and maintain continuously in force Public Liability Insurance written on an “occurrence” basis under a Comprehensive General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of \$1,500,000 for property damage liability. Insurance required in this agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. Insurance shall cover public liability including premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the indemnity obligations set forth herein, and products – completed operations. Licensee shall provide to DEDA Certificates of Insurance or memoranda of insurance evidencing said coverage. The Certificates of Insurance shall name DEDA and the City as additional insureds. Licensee’s memoranda of insurance can be found at: <https://ir.aboutamazon.com/Amazons-Insurance/>.

16. Independent Contractor. At all times and for all purposes hereunder, Licensee is not an employee of DEDA for any purpose. No statement contained in this License shall be construed so as to find Licensee to be an employee of DEDA, and Licensee or its employees shall not be entitled to any of the rights, privileges or benefits of employees of DEDA.

17. Assignment. Licensee shall not assign its interest under this License or any part hereof without the prior written consent of the DEDA Executive Director, which consent shall not be required for an assignment hereof to an assignee of PSA or a successor-in-interest to the Redevelopment Property. Notwithstanding the foregoing, DEDA acknowledges and agrees that Licensee may enter into a separate agreement with Ryan pursuant to which Ryan will be obligated to perform Licensee’s duties and obligations under this License Agreement, and DEDA hereby consents to Ryan’s performance of Licensee’s duties and obligations under this Agreement as if Licensee were performing them.

18. Notices. Any notice to be given by either party shall be deemed to be properly served if deposited with the United States Postal Service, or other acceptable mailing service, postage prepaid, addressed to DEDA as follows: Duluth Economic Development Authority, 411 West First Street, Room 418 City Hall, Duluth, MN, 55802, Attn: DEDA Executive Director; and to Licensee as follows:

Attention: Real Estate Manager (NA Ops: WMN3)
Attention: General Counsel (Real Estate (NA Ops): WMN3)
Attention: NA Ops Asset Management (WMN3)

Each with an address of: 410 Terry Ave. N, Seattle, WA 98109-5210

with email copies (Subject Line –RE: WMN3 – MN - [reason for notice (e.g., default, cease & desist, bribery or anti-corruption)]) to:

naops-propmgmt@amazon.com; opsrelegalnotice@amazon.com; na-realestate@amazon.com; naops-rent@amazon.com

And further copies to Ryan at: Ryan Companies US, Inc., 533 South Third Street, Suite 100, Minneapolis, MN, 55415, Attn: Eddy Wolf, with a copy to Audra Williams at the same address.



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19. Compliance with Laws, Rules and Regulations. Licensee agrees to observe, comply and abide with all applicable laws, ordinances, rules and regulations of the United States of America, the State of Minnesota, and the City and their respective agencies which are applicable to its activities under this License. Licensee shall procure at its own expense all applicable licenses, permits or other rights required for its activity contemplated by this License at the Redevelopment Property and for the placement of the Materials at the Soil Placement Property. DEDA shall procure at its own expense all applicable licenses, permits or other rights required for its activity contemplated by this License at the Soil Placement Property including with respect to the Materials after their placement at the Soil Placement Property.

20. Choice of Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to 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.

21. No Third Party Rights. This License is to be construed and understood solely as a License between DEDA and the Licensee and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third party beneficiary of this License or of any of the terms and conditions hereof.

22. Authority to Execute Agreement. Licensee represents to DEDA that the execution of this Agreement has been duly and fully authorized by its governing body or board, that the officers of Licensee who executed this Agreement on its behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of Licensee on its behalf will constitute and be the binding obligation and agreement of Ryan Companies US, Inc. in accordance with the terms and conditions hereof.

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

24. Entire Agreement. This License, 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.

25. Counterparts. This License 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 License may be executed and delivered by a party by facsimile, electronic signature or PDF transmission, which transmission copy or electronically signed document shall be considered an original and shall be binding and enforceable against such party.

[SIGNATURES ON FOLLOWING PAGE]



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IN WITNESS WHEREOF, the parties have set their hands the day and date first above shown.

DULUTH ECONOMIC
DEVELOPMENT AUTHORITY

AMAZON.COM SERVICES LLC

DocuSigned by:

005AC21A98D0467...
Chad Ronchetti, Executive Director

DocuSigned by:

807F8756ADEA4E5...
Printed Name: Markus Foerster

Title: Authorized Signatory

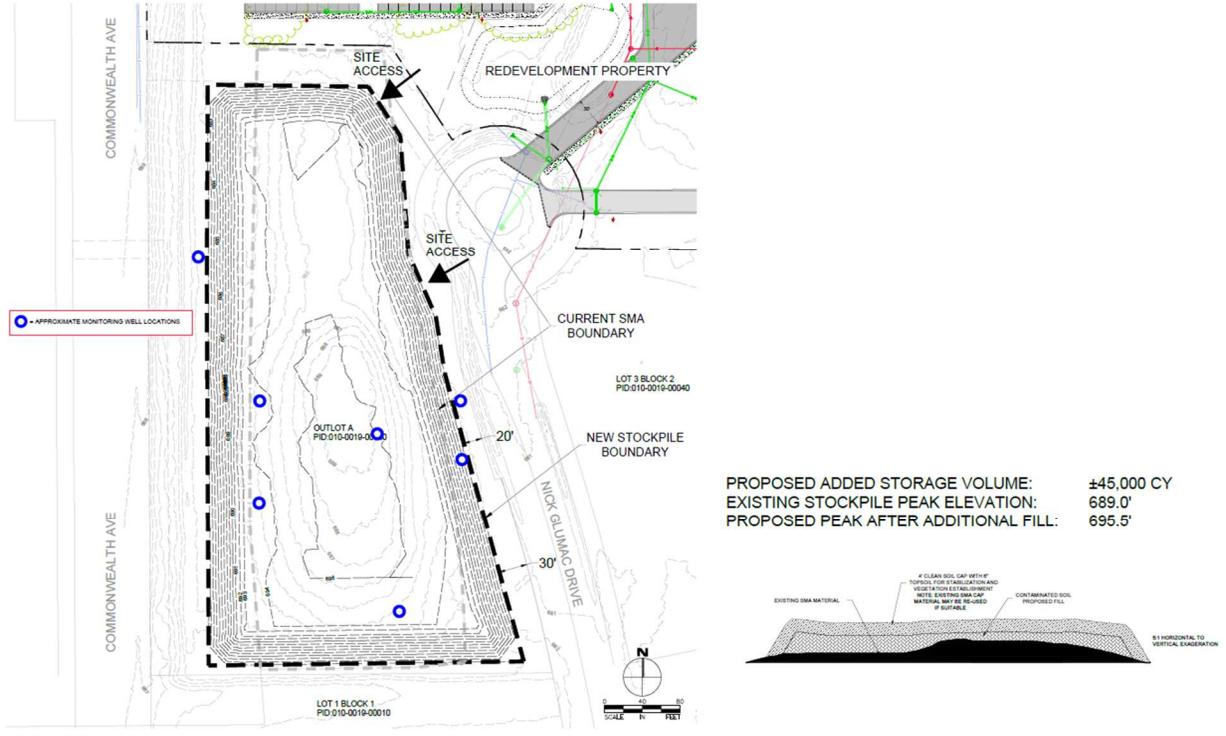
This instrument was drafted by:
Jean Coleman
Assistant City Attorney
440 City Hall
Duluth, MN 55802
(218) 730-5283



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EXHIBIT A

DEPICTION OF SOIL PLACEMENT AREA



Project Cardinal • SMA Exhibit • 10.31.2023

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