

FIRST AMENDMENT TO LAKEWALK TRAIL LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LAKEWALK TRAIL LICENSE AGREEMENT (“**First Amendment**”), is made this ____ day of _____, 2025, by and between **ST. LOUIS AND LAKE COUNTIES REGIONAL RAILROAD AUTHORITY**, a regional railroad authority organized pursuant to Minn. Stat. Chpt. 398A and a political subdivision of the State of Minnesota, whose address is 111 Station 44 Road, Eveleth, MN 55734, hereafter referred to as “**Authority**”, and **CITY OF DULUTH**, a municipal corporation and governmental subdivision of the State of Minnesota, whose address is City of Duluth, City Hall, 411 West First Street, Duluth, MN 55802, herein referred to as “**City**.”

RECITALS

WHEREAS, **City** and **Authority** entered into that certain Lakewalk Trail License Agreement dated June 1, 2022, bearing City Contract No. 24947, (“**Lakewalk Trail License Agreement**”) allowing **City** to use various portions of **Authority**’s Lakefront Line Right-of-Way (“**Right-of-Way**”) for the construction, operation and maintenance of the Lakewalk Trail (referred to herein as “**Lakewalk**” or “**Trail**”), including but not limited to sections of the **Lakewalk** located between 2nd Avenue East and 20th Avenue East; and

WHEREAS, **City** has proposed a project (“**the Project**”) consisting of improvements to the at-grade crossing of the **Lakewalk** at Veterans Memorial Park, including associated crossing signal devices, to be removed and replaced as shown in the Plans attached hereto and incorporated herein as Exhibit A; and

WHEREAS, **City** requests that **Authority** grant **City** a license to allow it to complete the **Project** within the **Right-of-Way** and to go upon the **Right-of-Way** immediately adjacent to the **Trail** for purposes of periodic inspection, maintenance and repair; and

WHEREAS, **Authority** is willing to grant a license to **City** to complete the **Project** and public use of the improvements completed as part of the **Project** under the same terms and conditions as the **Lakewalk Trail License Agreement**, and as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and with the intent of being legally bound, **Authority** and **City** agree to amend the **Lakewalk Trail License Agreement** as follows:

1. The parties agree the **Lakewalk Trail License Agreement** is hereby amended by adding Segment I to Section 1.2:

Segment I: an 8 feet by 20 feet portion of the **Right-of-Way** located between the southerly extensions of Third Ave. East and Fourth Ave. East as shown in Exhibit 2.

2. The parties agree that Exhibit 2 of the **Lakewalk Trail License Agreement** is amended and completely replaced with the attached Exhibit 2.

3. The parties agree the **Lakewalk Trail License Agreement** is hereby amended by adding a Section 5.8 as follows:

5.8 CROSSING REPLACEMENTS -DESIGN, CONSTRUCTION AND

PAYMENT: **City** shall be obligated to pay for the full cost of the design and construction of the **Crossing Replacements**, as shown in the Plans in Exhibit 2. **Authority**, by and through its own forces or by contractor(s) selected by **Authority**, shall design the **Crossing Replacements**, develop plans and specification therefor, and submit same, together with total cost estimate(s) to **City** for approval. Before **Authority** enters into any contracts for the **Crossing Replacements**, **City** shall pay into escrow the entire amount of the contractors' bid(s) for of the **Crossing Replacements** in accordance with the terms of this **Agreement**. **Authority** and **City** shall enter into an agreement with The Title Team / North Shore or other mutually agreeable third party escrow agent ("**Escrow Agent**"), the terms of said agreement to be mutually agreed by **Authority** and **City** and which, in general, shall provide, inter alia, that **City** shall pay into an escrow account with the **Escrow Agent** in advance of the **Authority** entering into any contracts for design and construction of the crossing replacements an amount equal to the full contractors' bid(s), which escrow amount shall then be disbursed by the **Escrow Agent** in response to invoices, approved by **Authority**, from the contractor(s). **Authority** shall provide each contractor invoice to **City** for review and comment five (5) days prior to **Escrow Agent's** payment of the invoice. **Authority** may at its discretion approve changes to the work and changes to the contractors' costs, as **Authority** deems necessary and appropriate, and in the event of increased costs, **City** shall remit to the **Escrow Agent** additional funds to pay the additional costs within five (5) days' after notice from **Authority**.

4. **TERMS INCORPORATED BY REFERENCE:** Except as amended herein, the terms and conditions of the **Lakewalk Trail License Agreement** remain in full force and effect. In the event of any conflict between the **Lakewalk Trail License Agreement** and this **First Amendment**, the terms of the **First Amendment** shall be deemed to be controlling.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have mutually executed this **First Amendment** in duplicate, as of the day and year first above written.

CITY OF DULUTH

By: _____
Mayor

Attest: _____
City Clerk
Dated: _____

Countersigned:

City Auditor

Approved as to form:

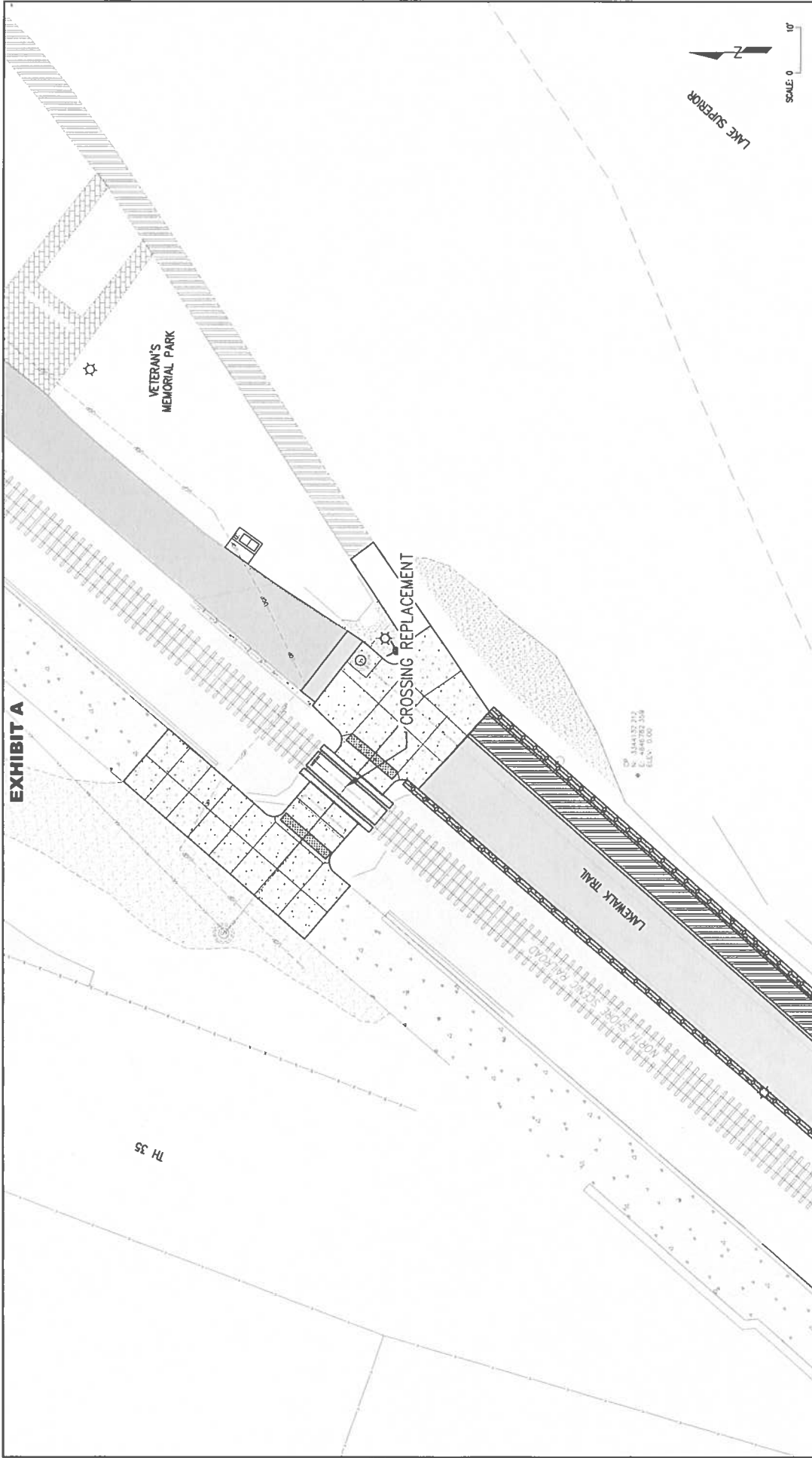
City Attorney

**ST. LOUIS AND LAKE COUNTIES
REGIONAL RAILROAD AUTHORITY**

By:  _____
Its Chairperson

Dated: 5-7-25

EXHIBIT A



VETERAN'S MEMORIAL



LHB PROJECT NO. 140252

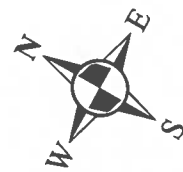
S.P. 118-090-029
DULUTH LAKEWALK

EXHIBIT A
SHEET NO. 1 OF 1

EXHIBIT 2



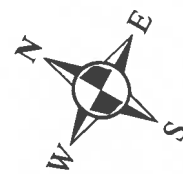
Printed Date: 4/18/2025



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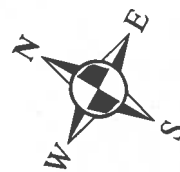
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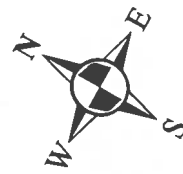
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