

**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 25, 2007, bearing City Contract No. 20442, (“**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 26th Avenue East and 36th Avenue East; and

WHEREAS, **City** has proposed a project (“**the Project**”) consisting of removing, replacing and relocating the at-grade crossing of the **Lakewalk** at or near 28th Ave. East, including associated crossing signal devices, 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** and relocate and realign the portion of the **Trail**, as further described below, 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** 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 completing replacing Section 1.1 with the following:

1.1 Trail License: Subject to the terms and conditions of this Agreement and for the term thereof, Authority hereby grants to City a non-perpetual, non-exclusive License to locate the Trail within the Right-of-Way between the Lakefront Line station 0+00 as detailed in the Phase I Lakewalk East Extension and the intersection of the Right-of-Way and 36th Avenue East from a point twenty-five feet (25’) North of the north rail to the Northerly line of the Right-of-

Way, except that a concrete block retaining wall at Station 5+75 to 8+36 may be located no closer than thirteen feet (13') North of the north rail, and except that the East end of the Tischer Creek pedestrian bridge between Stations 28+00 and 29+00 and the storm sewer at Station 38+00 may be located no closer than sixteen feet (16') North of the north rail, all as shown on the Plans, as amended by the plans attached as Exhibit A to this First Amendment (the "Trail Licensed Premises"). In addition, the Trail License authorizes City to go upon the Licensed Premises for the purpose of maintaining, inspecting, repairing, replacing or removing the Trail. The Trail License shall commence as of April 15, 2007 and shall remain in effect until April 15, 2032 unless earlier terminated pursuant to the terms of this Agreement.

2. The parties agree the **Lakewalk Trail License Agreement** is hereby amended by adding a Section 5.7 as follows:

5.7 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 A. **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**.

3. **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:

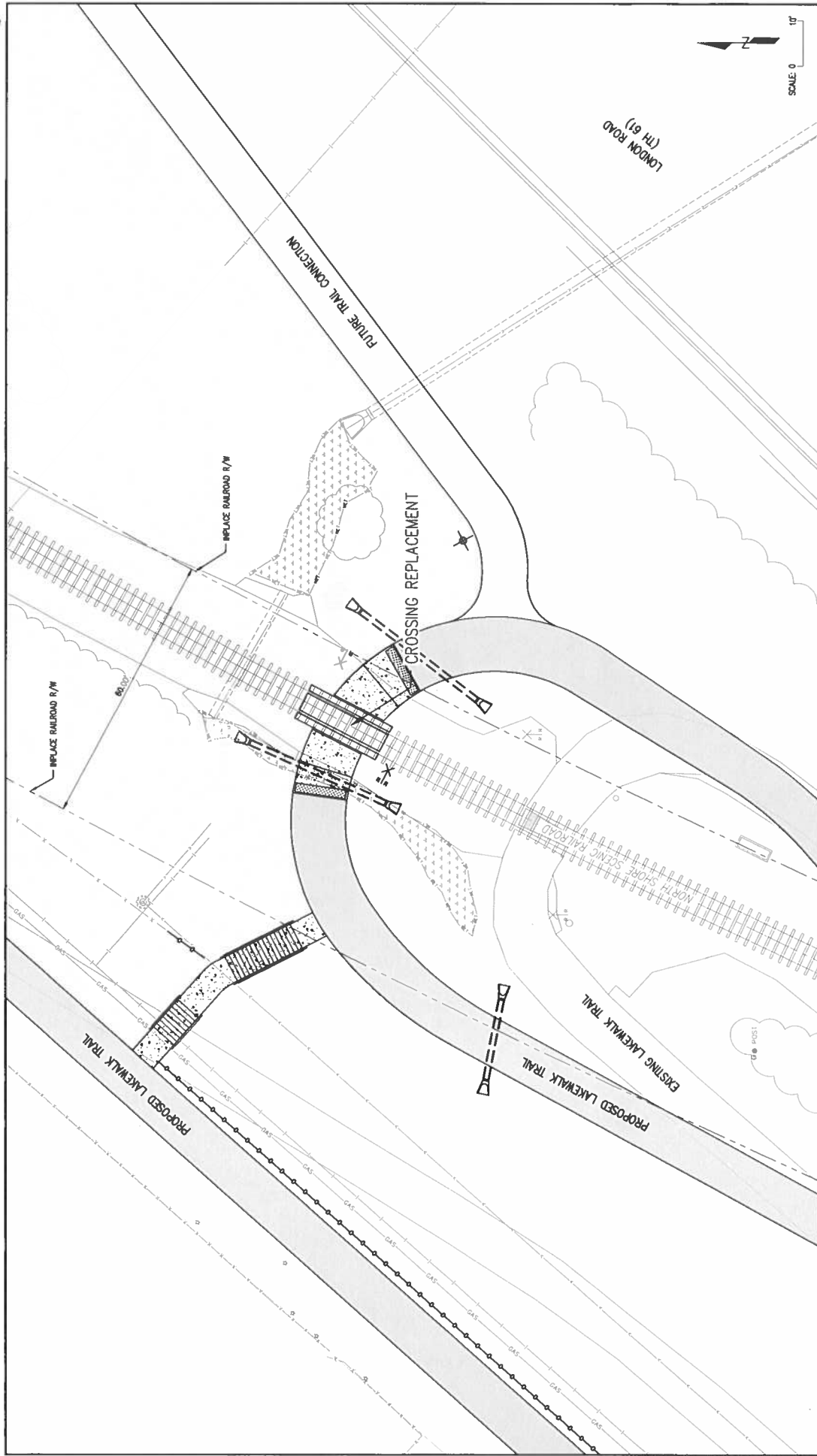
City Attorney

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

By:  _____

Its Chairperson

Dated: 5-7-25



28TH AVE E

EXHIBIT A



S.P. 118-090-029
DULUTH LAKEWALK

EXHIBIT A
SHEET NO. 1 OF 1