

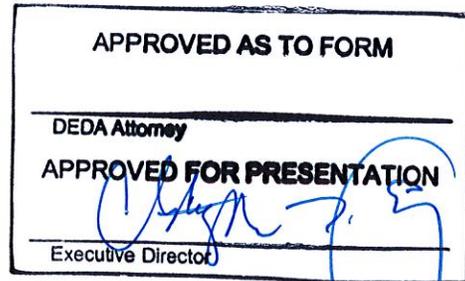
**RESOLUTION 14D-26**

**RESOLUTION AUTHORIZING AN AMENDMENT TO A LICENSE AGREEMENT  
WITH THE CITY OF DULUTH FOR BAYFRONT PARKING**

RESOLVED, by the Duluth Economic Development Authority ("DEDA") that the proper DEDA officials are hereby authorized to enter into an amendment to a license agreement, substantially in the form of that attached hereto (Contract No. 12 860 654'), with the City of Duluth (the "City") to amend the license agreement to terminate the grant of the license with respect to DEDA Lot C.

Approved by the Duluth Economic Development Authority this 28th day of May, 2014.

ATTEST:



\_\_\_\_\_  
Executive Director

STATEMENT OF PURPOSE: The purpose of this Resolution is to amend the exclusive use license agreement between DEDA and the City of Duluth to remove Bayfront Parking Lot C from the agreement. Bayfront Parking Lot C is being sold to Pier B, LLC in June, 2014 and will become part of the Pier B development project. Bayfront Parking Lot C will no longer be available for event parking. The amendment will reduce the amount of parking revenues DEDA receives from the City by \$5,000 per year.

## LICENSE AGREEMENT FIRST AMENDMENT

THIS FIRST AMENDMENT to License Agreement is entered into by and between the DULUTH ECONOMIC DEVELOPMENT AUTHORITY, an economic development authority created and existing under the laws of the State of Minnesota, ("DEDA"), and the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota, ("City").

The parties acknowledge the following:

A. The City and DEDA entered into a License Agreement (City Contract No. 21551 and DEDA Contract No. 12 860 654) pursuant to which DEDA granted the City a license for the use of certain DEDA Lots and Adjacent Property in the Bayfront area of the City of Duluth (the "License Agreement").

B. DEDA and the City desire to amend the License Agreement to terminate the grant of the license with respect to DEDA Lot C.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The License Agreement shall be amended to terminate the grant of the license to the City with respect to DEDA Lot C effective June 9, 2014.
2. Exhibit A shall be replaced with Exhibit A-1 in its entirety.
3. For the year 2014, the License Fee to be paid by the City to DEDA shall be \$57,000, said payment to be made on or before January 31, 2015.
4. Except as provided in this First Amendment, the terms and conditions of the License Agreement shall remain in force and effect.

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

DULUTH ECONOMIC DEVELOPMENT  
AUTHORITY

CITY OF DULUTH

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its Secretary

Attest: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney