

## AGREEMENT FOR TEMPORARY CLOSURE OF AIRPORT APPROACH ROAD

THIS AGREEMENT, entered into as of the date of attestation by the City Clerk (the "Effective Date"), is by and between the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City", and CIRRUS DESIGN CORPORATION, a corporation created and existing under the laws of the State of Wisconsin, hereinafter referred to as "Cirrus."

WHEREAS, Cirrus is a major manufacturer of general aviation aircraft with its main manufacturing facilities and related offices located on the Duluth International Airport (the "Airport"); and

WHEREAS, Cirrus leases Building 311 located at 4875 Airport Road and desires to transport Cirrus aircraft to and from Building 311 by towing aircraft over a portion of Airport Approach Road (the Approach Road") to and from the airfield; and

WHEREAS, the City desires to cooperate with Cirrus in such transports.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. Temporary Closure of Airport Road. The City hereby grants to Cirrus the right to temporarily close that portion of the Approach Road easement identified on Exhibit A (the "Property") for the purpose of towing Cirrus's aircraft to and from Building 311 from and to the airfield and to close the Approach Road to vehicular and pedestrian traffic at the location identified in Exhibit A for a period of up to Fifteen (15) minutes at any one time to facilitate the safe movement of such aircraft (the Property Use"). Cirrus shall be solely responsible for providing all equipment and personnel to ensure that such movements are accomplished safely and in a manner which shall protect the general public including vehicular and pedestrian traffic using the Approach Road in the vicinity of Exhibit A. All traffic control devices and signing shall conform to the current Minnesota Manual of Uniform Traffic Control Devices ("MUTCD"), including the Field Manual, available at <http://www.dot.state.mn.us/trafficeng/publ/fieldmanual/fieldmanual.pdf>. Cirrus shall provide the City Engineer with the proposed traffic control layout. Cirrus shall comply with the Minnesota Flagging Handbook available on the MnDOT Traffic Engineering Website: [www.dot.state.mn.us/trafficeng](http://www.dot.state.mn.us/trafficeng), and in accordance with Minnesota Statutes Section 169.06, Subd. 4(e). Cirrus's aircraft shall be towed in accordance with OSHA CFR 1910.178, FAA Circular AC No:00-65 and Cirrus Aircraft CSP 405 Aircraft Tug Policy; in the event of a conflict among the above documents, the most stringent shall

apply.

2. Term. The term of this Agreement shall commence upon the Effective Date shall run concurrently with the Lease Agreement between Cirrus and the Duluth Airport Authority for Building 311, unless terminated earlier as provided for herein.

3. Hold Harmless. The City shall not in any way be liable or responsible for any accident or damage that may result from the Property Use as provided for in this Agreement. Cirrus agrees to defend, indemnify, and save harmless the City, and its officers, agents, servants, and employees from any and all liens, judgments, claims including those for contribution and indemnity, suits, demands, liability, costs, damages, and expenses asserted by any person or persons including agents or employees of the City by reason of death or injury to person or persons or the loss or damage to property or any cause of action arising out of or in connection with or relating to the Property Use except to the extent those claims, causes of action, liabilities or damages arise from the acts or omissions of the City. On ten days' written notice from the City, Cirrus will appear and defend all lawsuits against the City growing out of such injuries or damages.

4. Insurance. During the term of this Agreement, Cirrus shall provide Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit and shall provide for the following: Commercial General Liability, Liability for Premises, Operations, Completed Operations, Independent Contractors, Contractual Liability, Owned and/or Leased Automobile Liability, and Non-owned and Hired Automobile Liability against claims for bodily injury, personal injury, death or property damage arising out of use of the Property during the term of this License. The City does not represent or guarantee that these types or limits of coverage are adequate to protect Cirrus's interest and liabilities. The City shall be named as an additional insured under the Public Liability Policy. Cirrus shall provide Certificates of Insurance evidencing the required insurance coverage upon signing this Agreement. The certificates shall provide 30 day notice of cancellation, non-renewal or material change provisions, and shall further provide that failure to give such notice to the City will render any such change or changes in said policy or coverage ineffective as against the City.

5. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting Cirrus or Cirrus personnel as agents, representatives, or employees of the City for any purpose or in any manner whatsoever. Cirrus and its employees shall not be considered employees of the City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Cirrus's employees or agents while so engaged, shall in no way be the responsibility the City.

6. Assignment. Cirrus shall not in any way assign or transfer its rights or interests under this Agreement or subcontract with any other party without the prior written consent of the City's Chief Administrative Officer.

7. Laws, Rules and Regulations. During the term of this Agreement, Cirrus agrees to comply with the laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, City of Duluth, including, but not limited to, all laws, rules, and regulations relating to accessibility standards under the Americans with Disabilities Act. Cirrus shall not unlawfully discriminate and shall comply with all applicable federal and state laws regarding non-discrimination. Cirrus agrees to procure, at Cirrus's expense, all licenses and permits necessary for carrying out the provisions of this Agreement.

8. Waiver. The waiver by the City or Cirrus of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

9. No Third Party Rights. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

10. Notices. Notices shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the City, 236 City Hall, 411 West First Street, Duluth,

Minnesota 55802, ATTN: City Engineer, and to Cirrus Design Corporation, 4515 Taylor Circle, Duluth, MN 55811, ATTN: General Counsel, or to such other persons or addresses as the parties may designate to each other in writing from time to time.

11. Compliance with Agreement. The rights of Cirrus to use the Property shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are complied with promptly by Cirrus.

12. Severability. 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 Agreement.

13. Applicable Law. This Agreement, together with all of its paragraphs, terms, and provisions, is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to its choice-of law provisions. All proceedings related to this Agreement shall be venued in St. Louis County, Minnesota.

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

15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

16. Entire Agreement. This Agreement, including Exhibit A, constitutes the entire Agreement between the City and Cirrus and supersedes all prior written or oral agreements and negotiations between the parties relating to the subject matter hereto.

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

CITY OF DULUTH, a Minnesota  
Municipal Corporation

CIRRUS DESIGN CORPORATION, a  
Wisconsin Corporation

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

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Attest:

By \_\_\_\_\_  
Its City Clerk

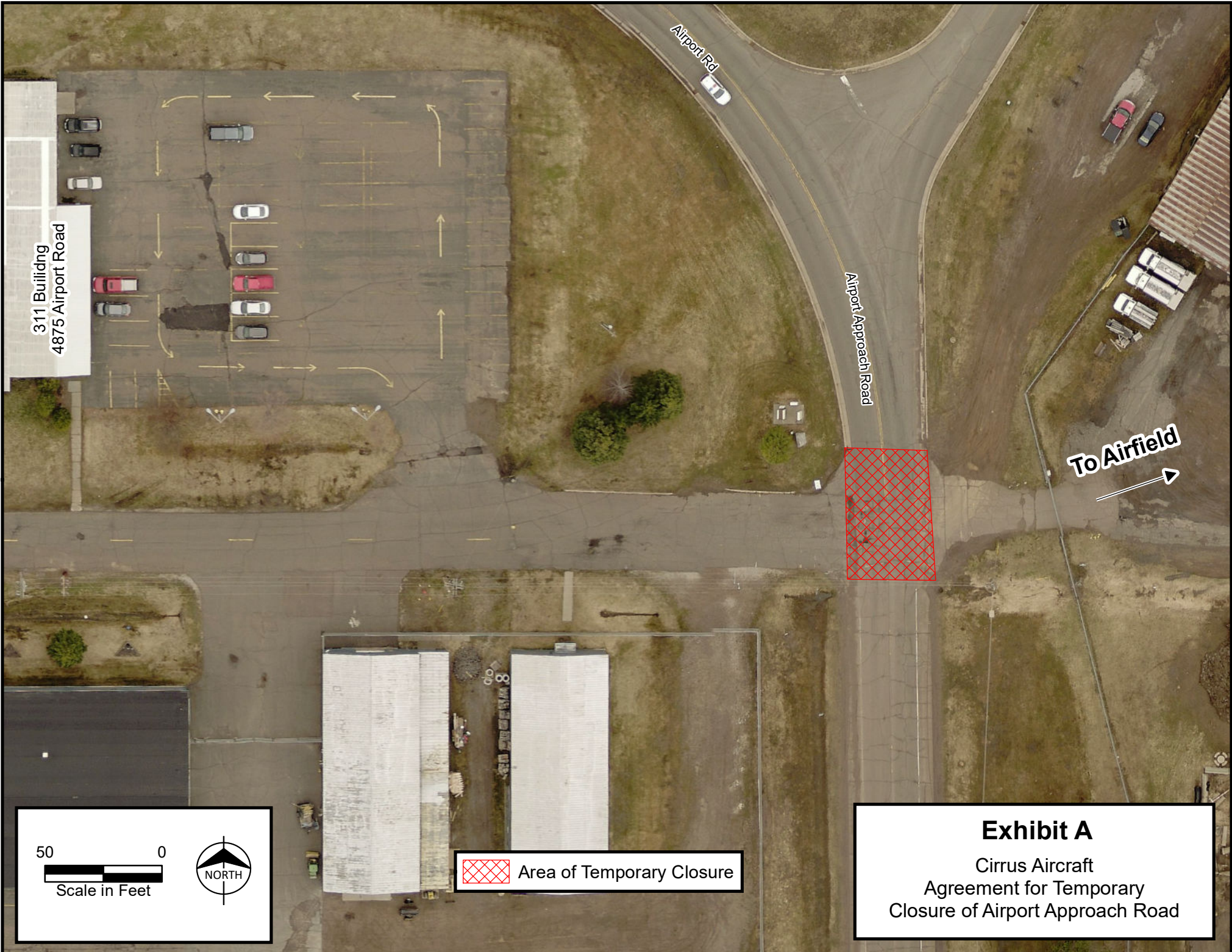
Date: \_\_\_\_\_, 2020

Countersigned:

\_\_\_\_\_  
Its Auditor

Approved:

\_\_\_\_\_  
Its Assistant City Attorney



311 Building  
4875 Airport Road

Airport Rd

Airport Approach Road

To Airfield

50 0  
Scale in Feet



 Area of Temporary Closure

**Exhibit A**  
Cirrus Aircraft  
Agreement for Temporary  
Closure of Airport Approach Road