

**RRFB AGREEMENT  
AIRPORT ROAD  
CIRRUS AIRCRAFT**

THIS AGREEMENT, effective as of the date of attestation thereto by the City Clerk, by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota, hereinafter referred to as "City" and CIRRUS AIRCRAFT, a corporation under the laws of the State of Minnesota, hereinafter referred to as "CIRRUS".

WHEREAS, CIRRUS leases from City certain properties on the north side of Airport Road between Cirrus Drive and Vandenberg Drive in the City of Duluth, County of St. Louis, State of Minnesota, which property hereinafter referred to as "the Facility" and

WHEREAS, Cirrus also leases from City certain property located on the south side of Airport Drive used by Cirrus for vehicular parking to serve the needs of the Facility, hereinafter referred to as the "Parking Lot Property"; and

WHEREAS, Airport Road is a heavily-traveled local thoroughfare, especially during times coinciding with the changes of shifts at the Facility, during which times street traffic poses a hazard to pedestrian traffic crossing said street between the Facility and the Parking Lot Property; and

WHEREAS, City and Cirrus have jointly reviewed said situation and determined that to address this condition said parties will cooperatively have a Rectangular Rapid Flashing Beacon, as described in Chapter 4L of the Manual of Uniform Traffic Control Devices, hereinafter referred to as an "RRFB", constructed and installed to enhance the existing crosswalks at that location, as shown and identified on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Cirrus is willing to agree to pay the full cost of the construction and installation of the RRFB at these locations subject to Article IV; and

WHEREAS, City is willing to construct, install and maintain such improvements under the terms and conditions hereinafter set forth.

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

Article I.  
Definitions

The following terms and phrases shall have the meanings hereinafter ascribed to them:

- A. Engineer: shall mean the Duluth City Engineer or such other person as he or she may have designated from time to time in writing.

- B. Plans: shall mean the plans and specifications on file in the office of the Engineer for the Project.
- C. Project: shall mean the construction and installation of the RRFB at the location shown on Exhibit A, all as shown on the Plans.

## ARTICLE II

### Plans

- A. Plans  
Cirrus hereby acknowledges that it has reviewed the Plans as herein defined, that Cirrus has consulted with and received any necessary advice from design professions they deem necessary for review of the Plans and hereby approves the Plans and agrees to pay, as hereinafter provided, for Cirrus's share of the costs of constructing the Project in substantial conformance therewith, subject to Paragraph B below.
- B. Changes After Initial Approval  
At any time, they shall determine it reasonably necessary or advantageous to the City to do so, the Engineer may change or cause to have changed the Plans without the prior consent or approval of Cirrus as long as such changes do not have a material deleterious effect on the ability of the Project to serve the needs of Cirrus.

## ARTICLE III

### City Construction Obligations

City hereby agrees that, upon the signing of this Agreement, it will construct or cause to be constructed the Project. City agrees to use its best efforts to cause construction of the Project to be completed prior to September 30, 2024 but City shall have no liability to Cirrus or any other person or entity if, despite such best efforts, City is unable to complete said construction by said date. In such event City will proceed to cause construction of the Project to be completed as soon as it can reasonably do so, subject to reasonable legal and practical constraints.

## ARTICLE IV

### Costs of Project

Upon completion of the Project the City Engineer will certify to Cirrus the costs incurred by the City in construction of the Project. Within Twenty (20) days of the Engineer transmitting the certified costs of the Project to Cirrus, Cirrus agrees that it will reimburse the City the costs so certified, up to an amount not exceeding fifty-five thousand dollars (\$55,000). Funds paid to City hereunder shall be deposited in Fund 411-035-4654-02.

## ARTICLE V

### General Defaults by Cirrus and Remedies Therefore

- A. General Events of Default  
The following shall be deemed to be general events of default by Cirrus under the

terms and conditions of this Agreement to which the remedies set forth in Subparagraph 2 below shall be applicable as otherwise set forth in this Agreement: Cirrus shall fail to make the payment in a timely manner and in full as provided for herein.

B. General Remedies

Except as otherwise set forth in this Agreement, City shall have the following remedies in the event of a default by Cirrus:

1. Seek and be entitled to monetary damages, including consequential damages from Cirrus for any damages, including consequential damages incurred by City as a result of Cirrus's default.
2. Seek and be entitled to injunctive or declaratory relief as is necessary to prevent Cirrus's violation of the terms and conditions of this Agreement or to compel Cirrus's performance of its obligations hereunder.
3. Seek such other legal or equitable relief as a court of competent jurisdiction may determine is available to City.

C. Non-Waiver

The waiver by City of any default on the part of Cirrus or the failure of City to declare default on the part of Cirrus of any of its obligations pursuant to this Agreement shall not be deemed to be a waiver of any subsequent event of default on the part of the defaulting party of the same or of any other obligation of the defaulting party hereunder. And, to be effective, any waiver of any default by the defaulting party hereunder shall be in writing by the non-defaulting party.

D. Remedies Cumulative

Except as specifically set forth herein, the remedies provided under this Agreement shall be deemed to be cumulative and non-exclusive and the election of one remedy shall not be deemed to be the waiver of any other remedy with regard to any occasion of default hereunder.

E. Attorneys' Fees

In the event that either party is in default of any of the terms and conditions of this Agreement and the other party shall successfully take legal action to enforce said rights herein, in addition to the foregoing, such non-defaulting party shall be entitled to reimbursement for its reasonable attorneys' fees and costs and otherwise for its costs and disbursements occasioned in enforcing its rights hereunder.

## ARTICLE VI

### Force Majeure

Under the terms of this Agreement, neither the City nor Cirrus shall be considered in default or in breach of any of the terms with respect to the performance to their respective obligations under this Agreement in the event of enforced delay in the performance of its obligations due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to acts of God, acts of a public enemy, acts of the federal government, acts of another party, fire, floods, epidemics, strikes or embargoes, or for delays of subcontractors due to such

causes. In the event of any such delay, any time for completion or delivery under this Agreement shall be extended for the period of any such delay upon written notice from the party seeking the extension to the other party.

## ARTICLE VII

### Term

Except as provided for below, the term of this Agreement shall run from the date first above shown until the completion of all obligations of the parties, whichever occurs first unless this Agreement is otherwise terminated in writing by City. Nothing to the contrary in the foregoing withstanding the terms and conditions of Articles IV and V shall survive the term or termination or both of this Agreement for so long as is necessary to give effect to their provisions.

## Article VIII

### Notices

Any notice, demand or other communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid or deposited with a nationally recognized overnight courier service for next business day delivery to:

In the case of City:

City of Duluth  
Office of the City Clerk  
Room 326, City Hall  
Duluth, MN 55802

In the case of Cirrus:

Cirrus Design Corporation  
EHS Office  
4515 Taylor Circle  
Duluth, MN 55811  
With a copy via email to  
legal@cirrusaircraft.com

## ARTICLE IX

### Applicable Law

This Agreement together with all of its Articles, 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. All proceedings related to this Agreement shall be venued in Duluth,

Minnesota.

ARTICLE X

Merger

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment 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.

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: \_\_\_\_\_  
Roger J. Reinert  
Its Mayor

By: George Letten  
George Letten  
Its CFO

Attest:

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

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

Approved:

Countersigned:

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

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