

ACCESS AND SNOW REMOVAL AGREEMENT


THIS ACCESS AND SNOW REMOVAL AGREEMENT (“Agreement”) made and entered into by and between the DULUTH AIRPORT AUTHORITY, an airport authority created and existing under the laws of the State of Minnesota (the “Authority”) and the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota (the “City”).

RECITALS

WHEREAS, the Authority is the owner of the following real property in St. Louis County, Minnesota legally described on the attached Exhibit A (the “Airport Property”).

WHEREAS, as part of work for a new air traffic control tower (the “Tower Project”), the Authority will reconfigure the site for and around the new tower, through street and utility vacations, a minor subdivision, and dedication of new easements on the Airport Property.

WHEREAS, the City upon acceptance of the proposed and existing utilities in place contained in the proposed and existing easements for public use will be permitted access to the Airport Property for purposes of constructing, maintaining, and inspecting its utilities, including during emergencies, in accordance with terms and conditions of this Agreement.

WHEREAS, the Authority will have the sole responsibility for snow removal on the Airport Property and the City requires the Authority to remove snow to perform work on the utilities located in or on the Airport Property, which are shown on Exhibit B. 

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Access.** The Authority hereby consents and provides authorization to the City, its employees, agents, officials, and contractors to enter those portions of the Airport Property, as portrayed on Exhibit B (the “Premises”), in accordance with notice requirements described in Sections 3 and 4 below, for the following purposes (the “Work”):

To install, construct, maintain, repair, remove, relocate, replace, or cause to be installed, constructed, maintained repaired, removed, relocated, or replaced utilities located over, under, upon, or across the Airport Property.

The Authority shall cause the Federal Aviation Administration or others, to the extent possible, to provide access to the City to areas that may be restricted and shall assist the City in obtaining the appropriate credentials for access.

The parties acknowledge that Exhibit B is not a survey of the Airport Property nor the Premises. The parties intend to encumber the Airport Property in its entirety with this Agreement, although the City will use its best efforts to access only the Premises.

2. **Security Precautions.** The City acknowledges and understands that the Airport Property may be restricted from public access for security reasons, and the cooperation of the City, the Authority, Federal Aviation Administration and others is required. This cooperation requires notifications and approvals related to access. The Authority's Director of Operations, Planning and Construction shall ultimately determine the appropriate access to the Airport Property and shall decide any disputes between the Authority and the City. The City covenants not to create any conditions on the Airport Property that will cause a danger or potential danger to the security of the Airport Property. The Authority or its representative may be present for the Work.

3. **Scheduled Work Notice.** The City agrees to provide reasonable notice to the Authority at least five (5) days in advance of any scheduled Work. The notice shall contain the expected date(s) and time(s) of the scheduled Work, and approximate location of the scheduled Work.

4. **Emergency Work Notice.** The City will endeavor to provide notice to the Authority when it becomes aware of an emergency requiring access to the Airport Property to perform Work. Notwithstanding the foregoing, the City may give Emergency Work Notice to the Authority by telephone or in person, provided such notice is confirmed in writing promptly thereafter.

5. **Snow Removal.** The Authority shall be solely responsible for snow removal on the Airport Property and shall complete any necessary snow removal upon receipt of a Scheduled Work Notice. In the event the Authority fails to remove snow in advance of scheduled Work, or in the event that the Authority does not remove snow following an Emergency Work Notice, the Authority hereby waives any claim or objection to accessing the Airport Property and the depositing of snow by the City as a result of plowing and snow removal to complete the Work. Removal of snow deposited by the City onto private areas shall be the responsibility of the Authority at the Authority's expense and at no cost to the City.

6. **Restoration.** At the conclusion of the Work, the City will restore the Airport Property affected or damaged by the Work to gravel. The parties agree any further repair or restoration of the Airport Property shall be done at the sole cost and expense of the Authority, including paving, curbs, turf establishment, replacement of fencing, or any other improvements.

7. **Maintenance.** The Authority shall, at its sole cost and expense, maintain the Airport Property in a manner that allows the City access to utilities in accordance with this Agreement, including, but not limited to patching, sweeping, mowing, or debris removal. The Authority shall maintain storm sewer infrastructure, including, but not limited to, storm ponds, unless otherwise specified as a City-owned utility.

8. **Notice.** Notices hereunder shall be given by hand delivery or by overnight mail, postage prepaid, as addressed below and shall be effective when received. Notice made via email may satisfy the requirements in this Agreement only if the receiving party waives in reply email the personal, overnight, or certified mail delivery requirements of this Agreement. Except as otherwise provided in this Agreement, a notice is effective only (i) on receipt by the receiving party, and (ii) if the party giving the notice has complied with the requirements of this Section.

In the case of City of Duluth

City of Duluth
411 W 1st Street
Duluth, MN 55802
With a copy to: Director of Public Works and
Utilities

In the case of Emergency Work Notice

Utility Operations
Phone: 218-730-5150
Email: dispatch@duluthmn.gov

In the case of the Authority

Ryan Welch
Director of Operations
Phone: 218-625-7767
Email: rwelch@duluthairport.com

In the case of Emergency
Work Notice to the Authority

Airside Operations
Phone: 218-391-5697

The Authority shall promptly notify the City of any change to the Emergency Work Notice contact information throughout the term of this Agreement.

9. Indemnification. Each party (the “Indemnifying Party”) agrees to defend, indemnify and hold harmless the other parties against any and all claims, liability, loss, damage or expenses arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the Indemnifying Party or those of the Indemnifying Parties’ employees or agents. Under no circumstances will the Indemnifying Party be required to pay on behalf of itself and the other party any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for all parties may not be added together to determine the maximum amount of liability for either party. The intent of this paragraph is to impose on each party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

10. Term; Termination. The term of this Agreement shall commence as of the date of attestation of the City Clerk and shall be perpetual or until such time as the City no longer requires access due to the change in utility location. The Authority acknowledges that termination of this Agreement is at the sole discretion of the City and that the City may terminate this Agreement in

whole or in part by giving at least seven (7) days prior written notice of intent to terminate to the Authority.

11. **Covenant running with the land.** This Agreement shall be deemed a covenant running with the land and shall be binding upon the Authority, its successors and/or assigns, and the parties shall recorded this Agreement against the Airport Property.

12. **No Rights in Public; No Implied Easements.** Nothing contained herein shall be construed as creating any rights in the general public or as dedication for public use of any portion of the easements referenced in this Agreement. No easement shall be implied by this Agreement.

13. **Time is of the Essence.** Time is of the essence of this Agreement.

14. **Miscellaneous.**

(A) **Entire Agreement; Binding Effect.** This Agreement, including any terms and conditions incorporated herein or attached hereto, constitutes the entire agreement between the parties, and there are no representations, oral or written, that have not been incorporated herein. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No representation, inducement, promise, understanding, condition, or warranty not set forth herein has been made or relied upon by either party.

(B) **Amendment.** This Agreement may be amended, renewed, extended, or canceled only by a written instrument executed on behalf of each of the parties hereto by an authorized representative of each party, and neither party shall, at any time or in any way, assert or contend that any amendment, extension or cancellation hereof has been made other than by a written instrument so executed. The Authority shall have a continuing obligation to inform the City of any development on the Airport Property which may necessitate modifications to this Agreement.

(C) **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement, except with prior written consent of the other party.

(D) **Construction; Venue.** This Agreement shall be governed by and performed in accordance with the laws of the State of Minnesota, without giving effect to its conflicts of law provisions. Each party irrevocably consents to the exclusive jurisdiction of the federal and state courts sitting in or for St. Louis County for the resolution of any conflicts arising hereunder, agrees that such courts are the proper and convenient venue, and waives any claim that such venue is inconvenient.

(E) **Counterpart.** This Agreement may be signed in one or more counterparts all of which shall be treated as one and the same original agreement.

(F) **Severability.** If any provision hereof is found to be invalid or otherwise unenforceable in any court of competent jurisdiction, the allegedly invalid or unenforceable

provision shall be deemed valid and enforceable to the maximum extent permitted by law and shall be deemed to be amended to the minimum extent necessary to make it valid and enforceable in such jurisdiction, and the alleged invalidity and/or unenforceability in such jurisdiction shall not affect the validity or enforceability of any other provision hereof in such jurisdiction or the validity or enforceability of the allegedly invalid and/or unenforceable provision, or of any other provision hereof, in any other jurisdiction.

(G) **Survival.** The following provisions hereof shall survive the expiration or earlier termination hereof: (i) all provisions hereof that specifically state that they shall survive the expiration or earlier termination hereof, and (ii) all provisions that, by their nature, should be reasonably anticipated by the parties to survive the expiration or earlier termination hereof.

(H) **Authority.** Each person executing this Agreement represents that the party on whose behalf the person is executing this Agreement has duly authorized the execution of this Agreement and that such person is authorized to execute the Agreement on behalf of such party.

(I) **Data Practices.** The Authority and the City shall comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as it applies to all data relating to this Agreement.

15. **Subordination.** The Authority and the City hereto agree, each with the other that the City will not, in the maintenance, repair, removal, relocation, or replacement of utilities, or in the exercise of any other easement right, go upon the Authority's said Airport Property or in any manner interfere with or interfere with or interrupt the use or operation of said airport or its attendant facilities, without the prior approval of the Authority; and the Authority must not unreasonably withhold such approval.

(Remainder of page intentionally left blank. Signature pages to follow.)

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date indicated below.

DULUTH AIRPORT AUTHORITY

By: _____
President

By: _____
Secretary

Dated: _____

STATE OF MINNESOTA)
)ss
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me on _____, 2026 by Michael Henderson, the Duluth Airport Authority Board President of the DULUTH AIRPORT AUTHORITY, an airport authority created and existing under the laws of the State of Minnesota, on behalf of the authority.

CITY OF DULUTH

By: _____
Mayor

ATTEST:

City Clerk

Dated: _____

STATE OF MINNESOTA)
)ss
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me on _____, 2026 by Roger J. Reinert, the Mayor of the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota, on behalf of the city.

STATE OF MINNESOTA)
)ss
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me on _____, 2026 by Alyssa Denham, the City Clerk of the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota, on behalf of the city.

DRAFTED BY:
Office of the City Attorney
City of Duluth
411 W 1st St Room 440
Duluth, MN 55802

*ADDITIONAL SIGNATURE PAGE TO ACCESS AND SNOW REMOVAL AGREEMENT
NOT TO BE RECORDED*

CITY OF DULUTH

COUNTERSIGNED:

City Auditor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Airport Property

Lot 3, Block 1, AIRPORT DIVISION, EXCEPT the Southerly 60.00 feet, together with the North one-half of vacated Lackland Street adjacent thereto

AND

Lot 7, Block 1, AIRPORT DIVISION, together with the South one-half of vacated Malstrom Street adjacent thereto and the North one-half of vacated Lackland Street adjacent thereto

AND

Lot 7, Block 4, AIRPORT DIVISION, together with the North one-half of vacated Malstrom Street adjacent thereto

AND

That part of Lot 8, Block 4, AIRPORT DIVISION, lying West of the East line of Section 2, Township 50 North Range 15 West of the Fourth Principal Meridian, together with all that portion of the North one-half of vacated Malstrom Street lying West of the East line of Section 2, Township 50 North Range 15 West of the Fourth Principal Meridian and lying East of the southerly extension of the West line of said Lot 8

AND

Lot 8, Block 4, AIRPORT DIVISION, together with the North one-half of vacated Malstrom Street lying adjacent thereto; EXCEPT that part of said Lot 8 and the North one-half of vacated Malstrom Street lying adjacent thereto lying West of the East line of Section 2, Township 50 North Range 15 West of the Fourth Principal Meridian

AND

PARCEL A (Torrens portion)

That part of Lot 1, Block 4, AIRPORT DIVISION, lying West of the East line of Section 2, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota; together with that portion of the south half of vacated Malstrom Street as originally platted in said AIRPORT DIVISION, lying west of the East line of said Section 2; together with that part of vacated Stebner Road adjacent to said Lot 1 and lying west of the East line of said Section 2, described as follows:

Beginning at the Southwest corner of Lot 1, Block 4, AIRPORT DIVISION; thence on an assigned bearing of South 87 degrees 54 minutes 29 seconds East, along the south line of said Lot 1 a

distance of 293.60 feet to the southeast corner of said Lot 1; thence South 88 degrees 27 minutes 10 seconds East along the southerly limits of vacated Stebner Road 33.02 feet to the East line of said Section 2, said southerly limits of vacated Stebner Road, defined by a line described as follows:

Beginning at the southeast corner of Lot 1, Block 4 of said AIRPORT DIVISION; thence easterly to a point on the easterly line of said Stebner Road, distant 97.75 feet southerly of the northwest corner of Lot 2, Block 1, said AIRPORT DIVISION;

thence North 00 degrees 17 minutes 13 seconds West, along the East line of said Section 2 a distance of 434.35 feet to the centerline of vacated Malstrom Street, as originally platted; thence North 87 degrees 57 minutes 39 seconds West along said centerline, 62.39 feet to the east line of Lot 9, Block 4, said AIRPORT DIVISION; thence South 02 degrees 06 minutes 17 seconds West along said east line 23.13 feet to the south line of said Lot 9; thence North 87 degrees 53 minutes 09 seconds West along said south line 246.20 feet to the northwest corner of said Lot 1, Block 4; thence South 02 degrees 05 minutes 31 seconds West along the west line of said Lot 1 a distance of 411.19 feet to the point of beginning.

EXCEPT The westerly 211.00 feet of the northerly 175.00 feet of the southerly 356.00 feet of Lot 1, Block 4, AIRPORT DIVISION, according to the recorded plat thereof, located in the Southeast Quarter of Section 2, Township 50 North, Range 15 West, St. Louis County, Minnesota.

AND

PARCEL A (Abstract portion)

Those parts of Lot 1, Block 4, and Lot 2, Block 1, and Lot 8, Block 1, and the South Half of vacated Malstrom Street, and vacated Lackland Street, and vacated Stebner Road, all in AIRPORT DIVISION, lying East of the East line of Section 2, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota, described as follows:

Beginning at a point in the center line of vacated Malstrom Street where the northerly extension of the east line of said Lot 8, Block 1 would intersect said center line; thence North 87 degrees 57 minutes 39 seconds West along said center line 277.39 feet to the East line of Section 2, Township 50 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota; thence South 00 degrees 17 minutes 13 seconds East along said East line 434.35 feet to the southern limits of vacated Stebner Road, defined by a line described as:

Beginning at the southeast corner of Lot 1, Block 4 of said AIRPORT DIVISION; thence easterly to a point on the easterly line of said Stebner Road, distant 97.75 feet southerly of the northwest corner of Lot 2, Block 1, said AIRPORT DIVISION;

thence South 88 degrees 27 minutes 10 seconds East along said line 33.01 feet to the west line of Lot 2, Block 1, AIRPORT DIVISION; thence South 88 degrees 51 minutes 13 seconds East along the north line of that certain Street easement, recorded with the St. Louis County Recorder as Document No. 884139, a distance of 228.71 feet to the east line of said Lot 2, Block 1; thence North 00 degrees 08 minutes 08 seconds West along said east line and its northerly extension, 128.47 feet to the center line of vacated Lackland Street; thence North 89 degrees 42 minutes 47 seconds East along said center line 2.95 feet to its intersection with the southerly extension of the east line of said Lot 8, Block 1; thence North 02 degrees 02 minutes 21 seconds East along said southerly extension and along the east line of said Lot 8, and along the northerly extension of said east line, a distance of 301.64 feet to the point of beginning

AND

The westerly 211.00 feet of the northerly 175.00 feet of the southerly 356.00 feet of Lot 1, Block 4, AIRPORT DIVISION, according to the recorded plat thereof, located in the Southeast Quarter of Section 2, Township 50 North, Range 15 West, St. Louis County, Minnesota

AND

Lots 5 and 6, Block 4, AIRPORT DIVISION, together with the North one-half of vacated Malstrom Street lying adjacent thereto

St. Louis County, Minnesota

Save: 7/16/2025 7:37 PM klgendeman Plot: 7/18/2025 1:29 PM X:\AEE\EXPIL175978\5-final\dsn15-drawings\10-Civil\cad\dwg\exhibit.C.O.D._ACCESS & SNOW REMOVAL.dwg

DAA MAINTENANCE BUILDING
4875 MALMSTROM STREET

MALSTROM STREET

DHL BUILDING
4550 STEBNER ROAD

JET DULUTH
4913 AIRPORT ROAD

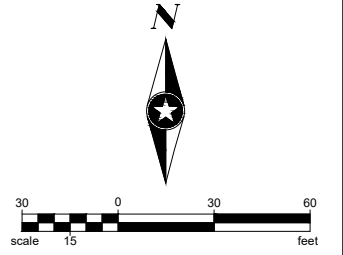
PROPOSED BUILDING
F.F.E. = 1428.00

CIVIL AIR PATROL
4550 STEBNER ROAD



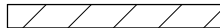
AIRPORT ROAD

RALSTON
DRIVE

STEBNER ROAD



LEGEND

-  RIGHT-OF-WAY
-  EASEMENT
-  ACCESS AREA

| SEH Project | EXPIL 175978 | Rev.# | Plan Revision Issue Description | Date | Rev.# | Sheet Revision Issue Description | Date |
|-------------|--------------|-------|---------------------------------|------|-------|----------------------------------|------|
| Drawn By | KLK | | | | | | |
| Designed By | DRH | | | | | | |
| Checked By | DRH | | | | | | |



NEW AIRPORT TRAFFIC CONTROL TOWER
DULUTH INTERNATIONAL AIRPORT
DULUTH, MINNESOTA

EXHIBIT B
ACCESS AND SNOW REMOVAL AGREEMENT