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COUNTY RECORDER  
SHERBURNE CO. MINN.  
MICHELLE ASHE  
BY *Michelle Ashe* DEPUTY

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**AIRPORT ACCESS AGREEMENT**

**THIS AGREEMENT**, made this 4<sup>th</sup> day of February, 2000, between **The City of Princeton**, a Minnesota Municipal Corporation, (hereinafter "City"), and **Duane Kruse and Sharon Sandberg**, (hereinafter "Access User").

**RECITALS:**

- A. The City is the owner and operator of the Princeton Municipal Airport, Princeton, Minnesota (hereinafter the "Airport").
- B. The Access User is the owner of a building on property located outside of the official boundaries of the Airport.
- C. The Access User desires the privilege of taxiing his/her aircraft on to and off of the Airport for the purpose of gaining access to the public landing area thereon by entering upon and departing from the Airport at points of access to be designated and described by the City in the Airport Master Plan.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Grant of Access.** The City hereby grants to the Access User the privilege of taxiing aircraft on to and off of the Airport in order to gain access to the public landing area of the Airport. Such access shall be on the taxiway to be constructed by the City no later than August 1, 2000. The access to the Airport shall be confined to those points of access to be determined and designated from time to time through the Airport Master Plan by the City and/or the Minnesota Department of Aeronautics and/or the United States Federal Aviation Agency.

2. **Term.** This agreement shall be in effect from August 1, 2000 through July 31, 2001, at which time it shall expire. With the consent of the City, this Agreement may be renewed by the Access User on a year to year basis.
3. **Access Fee.** The fee for granting of the Agreement is \$345.60 per year, as approved by the Airport Advisory Board, and shall be paid to the City on or before the 15<sup>th</sup> day of August of each year. This annual fee is in addition to the assessment to be paid by Access User pursuant to their Purchase Agreement with the City dated December 27, 1999.
4. **Determination of Fee.** The basis for the fee is determined by comparison of the equivalent lease on the amount of property necessary to construct the building on the airport proper, multiplied by the current lease rate on Airport property. In this case, the building is forty (40') feet by seventy (70') feet, which would require the lease of four (4) twenty (20') foot by fifty-four (54') foot lots in order to allow for the five (5') foot set back. The current lease rate is \$.08 / square foot / year. Thus: 54' X 20' X 4 X \$.08 = \$345.60.
5. **Assignment.** The Access User shall not assign its rights under this Agreement without the express written consent of the City.
6. **Waiver by Access User.** The Access User acknowledges that he/she enters into this Agreement with full knowledge of the condition of the Airport, and that he/she assumes sole and entire responsibility for any loss of life, property, or injuries that they may be sustained as a result of acts committed and/or omitted by the Access User in connection therewith. The Access User agrees to hold the City harmless in regards to any such liability.
7. **Access User to Comply with Rules Made by Lawful Authorities.** The Access User shall comply with all laws of the United States, State of Minnesota, and the ordinances, rules, regulations and orders of any of the foregoing or of any department thereof, or of the City, relating to said leased premises and with respect to control of ground and air traffic, aircraft operations, and the general use of the Airport.
8. **Termination of Agreement.** Should the Access User fail to pay the annual access fee or fail to perform any of the covenants or conditions herein contained, the City may terminate this Agreement upon providing the Access User with a thirty (30) day written notice of termination whereupon the Access User's privilege to enter upon the Princeton Municipal Airport shall terminate.
9. **Maintenance.** The City shall not be required to maintain the Access User's property, and the City shall have not responsibility to maintain any property outside of the official boundaries of the Princeton Municipal Airport.

