

Princeton, Minnesota

AIRPORT ACCESS AGREEMENT

This Airport Access Agreement ("Agreement") is made and entered into this _____, of _____, 20____ by and between the CITY OF PRINCETON, a Minnesota Municipal Corporation, (the "Owner") Duane Kruse & Sharon Sandberg with an address of 1101 19th Avenue So, Princeton MN 55371 (the "Access User") with the understanding that the City of Princeton is in the process of purchasing the land by:

- 1) Updating Airport Master Plan to include said purchase of land located at 1101 19th Avenue South, Princeton, MN 55371
- 2) Having an Appraisal for property only (not building) located at 1101 19th Avenue South, Princeton, MN 55371
- 3) Updating CIP with dollar amount that both parties agree upon for the purchase of the land that should not be less than the value of 2007 Princeton Airport's CIP value of \$75,000.
- 4) Time frame should be 2 years or less from the signing of this access agreement (Property was sold to Kruse/Sandberg in 2000 with the verbal agreement that there would be permanent access to the airport and the taxi-way would be maintained)

RECITALS: This Agreement incorporates and is based upon the following representations and understandings:

WHEREAS The City is the owner and operator of the Princeton Municipal Airport, located in the Counties of Mille Lacs and Sherburne, City of Princeton, State of Minnesota with the power to grant rights and privileges with respect to the Airport pursuant to the provisions of federal, state and local laws, rules and regulations; and **WHEREAS** The Access User is the owner of a building on property located outside but immediately adjacent to the official boundaries of the Airport; and

WHEREAS The Access User desires the privilege of taxiing aircraft from property "through-the-fence" to the Airport property and to its runway and taxiway system; and

WHEREAS For the purpose of gaining said access to the Airport via points of access to be designated and described by the City in the Airport Layout Plan, the parties desire to enter into this Agreement to comply with the FAA regulations permitting general aviation airport sponsors to enter into commercial through-the-fence agreements with property owners provided these agreements comply with the conditions set forth in this Agreement;

NOW, THEREFORE and in consideration of the mutual terms and conditions hereinafter set forth, the Owner and User hereby agree to the following:

ARTICLE I – PROPERTY WITH RIGHT OF ACCESS Legal description of property with right of access: Kruse/Sandberg are currently in the process of having a complete survey done on both parcels of land with land swap from neighbor to the south. Once legal description of for both properties and land swap are completed the proper property legal description of the complete footprint of the parcel will be submitted.

ARTICLE II – TERM OF AGREEMENT

The term of this Access Agreement is renewed automatically every year, is transferable to current leaser and owner of property.

ARTICLE III – PROHIBITIONS

No Residential Uses: User shall not permit any person or entity to engage in any permanent residential activity on the land owned by the User described herein above. This prohibition excludes the following:

- 1) **Temporary Sleeping Quarters for Emergency Personnel Only:** User is permitted to make provision for sleeping facilities for the pilot(s) of emergency response aircraft housed on the land specifically covered in this agreement.

ARTICLE IV – ACCESS FEE TO OWNER

User agrees to pay the access fees to the Owner:

1. **Owner's Basis for Access Fee:** The access fee is based on the rates and charges of other on-airport tenants and operators making similar use of the airport. For the purposes of this agreement the access fee is based upon the hangar lease fee which is \$.08/ft of building area.
3. **Payment:** All payments required to be made by User under this Agreement shall be made payable to the "Owner," and shall be delivered or mailed to the address below:

City Administrator
City of Princeton
705 2nd Street North
Princeton, MN 55371

ARTICLE V - CONSTRUCTION AND MAINTENANCE OF PRIVATE-USE INFRASTRUCTURE

It is understood and agreed that the User shall construct and/or maintain all private use infrastructure on User's property at User's sole cost and expense. Accordingly, User covenants and agrees as follows:

1. **Construction and Maintenance:** To construct and/or maintain the private-use infrastructure on the User's or Owner's property as may be required. All new construction on Owner's property must be approved by Owner 90 days prior to the commencement of construction. During the term of this Agreement, User shall also be solely responsible for all maintenance (snow removal, utility costs, turf or pavement maintenance, pavement markings, etc.) of said private-use infrastructure and shall at all times maintain it in good repair.

