



Welcome to Le Sueur Municipal Airport (12Y)

780 Elmwood Avenue
Le Sueur, MN 56058
(507) 593-8378

North/South Runway 13/31 - 3,000-LF long and 75-LF wide

Courtesy Car Available

AVGAS Self-Serve Fuel System

Hangar Lots for Lease

Interested in Building or Leasing a Hangar?

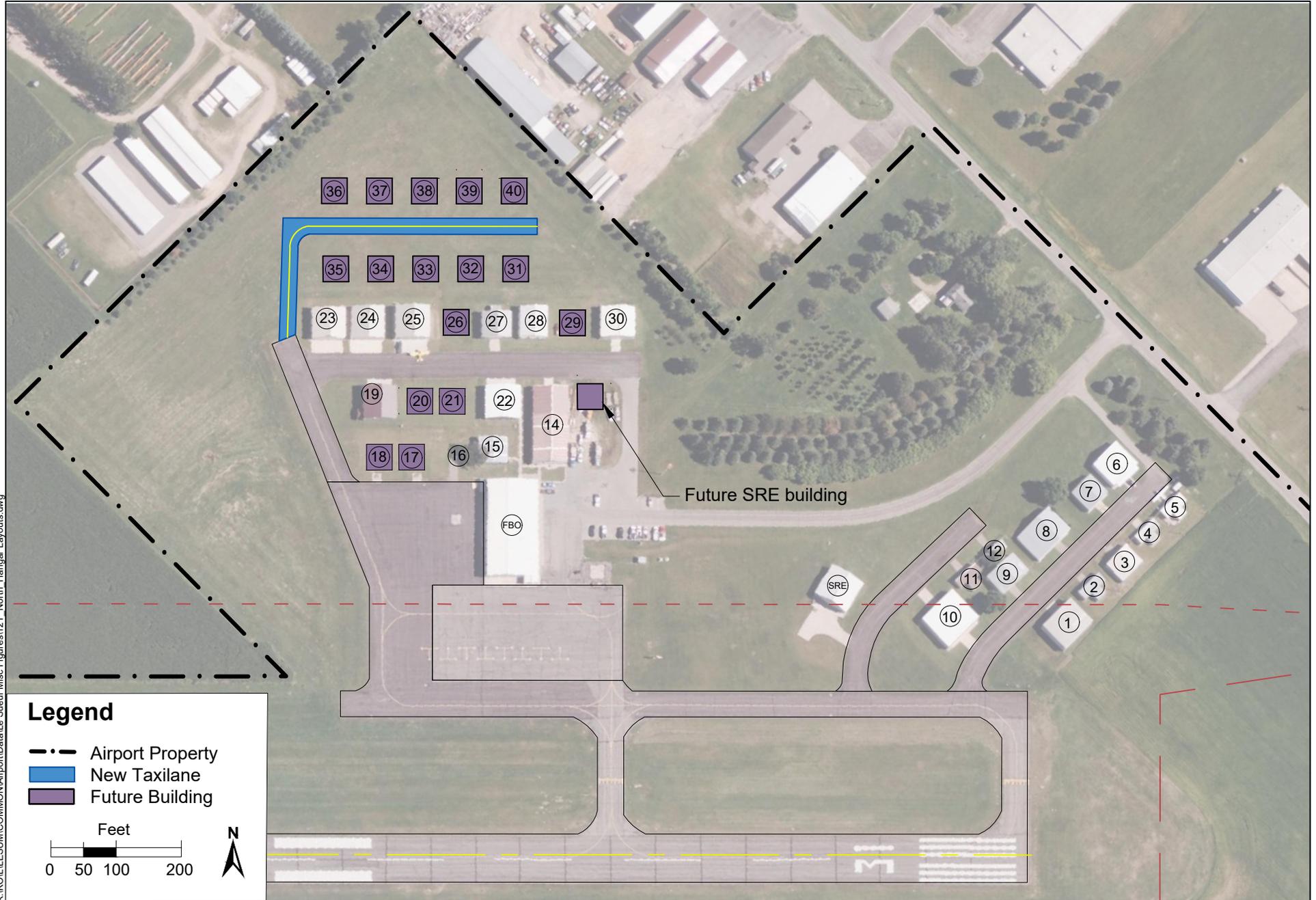
See attached:

- Airport Map
- Lease Agreement
- Building Development Policy
- Ramp & Tie-Down Policy

Contact Public Works & Facilities Manager:

(507) 593-8378 or (507) 665-6401

jschmidt@cityoflesueur.com



**CITY OF LE SUEUR MUNICIPAL AIRPORT
GROUND LEASE AGREEMENT**

This Ground Lease Agreement is made this 1st day of _____, 202_ by and between the City of Le Sueur, a municipal corporation under the laws of the State of Minnesota (the “City”), and, _____ (the “Tenant”).

WHEREAS, Tenant wishes to lease from the City, a private hangar lot owned by the City located at the Le Sueur Municipal Airport, and

WHEREAS, the City wishes to facilitate Tenant’s operations and accommodate its use of a private hangar lot owned by the City, and

NOW THEREFORE, the Tenant and the City hereby agree to this Ground Lease (the “Agreement”) under the following terms and conditions.

AGREEMENT

1. **Leased Premises**

The City, in consideration of the rents and covenants specified herein, grants to Tenant, and Tenant accepts from the City, the lease of real property located at the City of Le Sueur Municipal Airport, **Lot No.**____, as depicted on the attached Exhibit A, together with all improvements, in the City of Le Sueur, Le Sueur County, Minnesota (the “Premises”).

2. **Use of the Premises**

The Tenant has the privilege of using the public portions of the airport in common with other users. Tenant shall have the right to conduct all operations authorized pursuant to the terms of this Agreement, provided, however, that this Agreement shall not be deemed to grant to Tenant, or those claiming under Tenant, the exclusive right to use any part or portion of the airport other than the Premises. Use of the airport is subject to the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United States government. The Tenant is subject to customary charges for such use as may be established from time to time by the City.

The City reserves the right to enter, upon provision of a reasonable amount of notice to Tenant, upon the Premises as described in this agreement and any building on said land for the purpose of inspection to determine compliance with all terms of this agreement, so long as that right is exercised in a manner that does not interfere with Tenant’s operations on the Premises. Notwithstanding anything to the contrary in this Paragraph, the City shall have the right to enter upon the Premises without notice to Tenant as necessary to protect the public health, safety, and welfare.

3. **Lease Term**

a. **Initial Term**

The term of this lease shall be _____ () years (“Term”), commencing on _____ (“Commencement Date”) and expiring, unless earlier terminated, on _____.

b. **Holding Over**

Upon the expiration of the term of this Agreement, and if Tenant desires to remain in possession of the Premises, Tenant may seek an extension of the Ground Lease, provided that such extension is permitted by FAA rules and regulations and other applicable law then in effect and, further, that any structure(s) built upon the Premises are, in the sole discretion of the City, in good repair, are structurally sound, and are suitably maintained.

c. **Termination of Lease**

At the termination of this Agreement, the Tenant has the privilege of removing all buildings, structures, and property placed upon the Premises. The Tenant shall have a period of ninety (90) days from the termination date to remove any such structures or property. In the event the Tenant cannot complete the removal within ninety (90) days, the City may grant an extension of time, no longer than six (6) months, if the Tenant can demonstrate the reasons for failure to remove property within the ninety (90) day period are beyond the control of the Tenant. If the Tenant does not remove any buildings, structures or property within the period granted by the City, such buildings, structures and/or property shall become the property of the City and used by the City for any municipal purpose.

If the leased Premises becomes deserted, abandoned, or vacated, the City may terminate this Agreement. If the Tenant’s interest in the property is taken by process of law, the City may terminate the Agreement. If the structures, buildings, or property on the Premises are destroyed, the City or Tenant shall have the right to terminate this Agreement upon giving written notice, with response, to the other party.

Should the Tenant default in the performance of any terms, conditions or covenants of this Agreement not otherwise specified, and should the default continue for a period of more than twenty (20) days after the City serves the Tenant with written notice, the City may terminate this Agreement. This may be done with or without terminating this Agreement and without prejudice to any other remedy for lease payments or breach of covenant. The rights and remedies given to the City are, and shall be deemed to be, cumulative, and the exercise of one shall not be deemed to be an election excluding the exercise by the City at any other or different time of a different or inconsistent remedy.

Should the leased property be declared condemned, either because the airport is closed to the public, or the Premises is needed for another municipal purpose, the City shall reimburse the Tenant for all lease payments received from time the lease was signed until the Premises is vacated. The City shall provide the Tenant with ninety (90) days' notice of such action. The Tenant shall have a period of ninety (90) days from the termination date to remove property. In the event the Tenant cannot complete the removal within ninety (90) days, the City may grant an extension of time, no longer than six (6) months, if the Tenant can demonstrate the reasons for failure to remove property are beyond the control of the Tenant.

4. **Lease Payments**

For the initial calendar year for this Agreement, the Tenant agrees to pay to the City:

- For Lots 1 – 16:
 - \$ 0.12 per square foot leased or \$ 120.00 flat fee per lot, per year, whichever is greater.
- For Lots 17 – 40:
 - \$ 300.00 flat fee per lot, per year

The lease payment payable in this section shall be adjusted per the Consumer Price Index (CPI) or other such index measuring the average rate of inflation in the United States as of the first day of November in each year, with any increase made effective the first day of January of each year. Lease payments are due annually by the 1st day of January. The City shall send an invoice annually to the Tenant outlining the lease payment owed.

Other than inflation-based rate changes, the City reserves the right to amend rates from time to time during the term of this Agreement. Prior to any such non-inflationary rate change, the City shall notify the Tenant of such proposed change and shall hold a hearing with all Tenants of similar leases after giving ten (10) days' written notice of such a hearing. In no event shall the net year-over-year rate increase exceed ten per cent (10%).

Notwithstanding anything above to the contrary, in no event shall the annual lease payable by Tenant at any time during the term of this Agreement be decreased as a result of the adjustment provided for in this section.

If Tenant fails to make any lease payment within thirty (30) days after the date due, Tenant shall owe, in addition to such rental payment, an additional 20% thereof as a late payment fee. Provided, however, that the minimum penalty for late payment shall be the sum of \$10.00 in the event that Tenant fails to make such rental payment within thirty (30) days after the date due as set forth above.

5. **Construction of Structures on Leased Premises**

Any structure built upon the Premises shall be constructed in compliance with applicable building codes, policies, and any building requirements established by the Airport

Commission. The structure and any attachments and appurtenances, other than ramps or driveways, must be located entirely upon the leased Premises. Any structure constructed shall be used for the sole purpose of storage of aircraft registered or leased to the Tenant and related aviation purposes.

Uses of any structure on the Premises are subject to the same restrictions placed on City-owned hangars. Any uses of the structure, other than aircraft storage, shall be described in writing and approved by the City.

The Tenant agrees that any structure shall be constructed at no cost to the City. In the event the Tenant has not completed construction of the structure on the leased Premises within twelve (12) months from the date of this Agreement, the City may terminate the Agreement without further obligation to the Tenant.

Prior to construction of any structure located on the Premises, Tenant shall furnish to the City, for the Airport Commission's review and approval by the City Council, the plans for the structure, and provide the estimated cost of completing the structure. The Tenant shall provide the City with a letter of credit, bond, or other security with a surety satisfactory to the City conditioned upon the commencement, completion of, and payment for the construction of the structure, and against loss or damage by reason of mechanics lien. City staff may specify the acceptable type of surety.

The Tenant shall obtain the necessary regulatory authority and permits from the City of Le Sueur. All construction shall be in a good and workmanlike manner and shall be in conformity with building codes, ordinances, and other regulations applicable to the City and Le Sueur Municipal Airport.

Tenants shall construct aircraft storage facilities that conform to design standards described by City codes, polices, and/or requirements. These design standards may include color, style, size, and other aesthetic requirements. Construction and significant improvements may not begin before receiving written authority from the City.

Tenants shall pay the entire cost of such construction and shall pay the entire cost of utility services and other required building systems. The Tenant shall pay all site improvement costs, including but not limited to grading, gravel, bituminous, concrete, utility installations, and any other improvements required on the Premises.

Tenant, at their sole expense, shall install and maintain a concrete or bituminous pad to connect a structure to the existing taxilane.

6. **Maintenance of Premises**

Tenant acknowledges and agrees that it has examined and knows the condition of the Premises and stipulates that the Premises are, as of the Effective Date, in good order, good repair, safe, and clean condition, and accepts the Premises in an "as is" condition. Tenant agrees and acknowledges that the City is leasing the Premises to Tenant without any

obligation of any kind to make any additions or improvements thereto or alterations thereof. Tenant further agrees and acknowledges that other than those representations and warranties expressly set forth in this Agreement, neither the City nor any agent, representative or employee of the City has made any representations or warranties as to (i) the condition or repair of the Premises prior to or at the Effective Date, (ii) the utility, fitness, suitability or adequacy of the Premises for the construction or operation of structures and use of the Premises for any purposes disclosed or intended by the Tenant.

During the term of the Agreement, Tenant, at their own cost and expense, shall take good care of the leased Premises and any buildings or structures placed thereon. Tenants shall keep and maintain the Premises in good order and repair and in a clean and neat condition.

Tenant acknowledges that it is receiving control of the Premises in its current "as-is" condition. Tenant shall be fully liable for any and all loss, damage, or claim associated with its use of the Premises and structures and property on the Premises. Tenant agrees to quit and deliver up the Premises to the City at the end of the Agreement or at any previous termination thereof for any cause, in as good order and condition and state of repair, reasonable use and wearing thereof excepted.

Tenant shall not permit any waste or nuisance on the leased Premises, nor permit anything on the leased Premises to interfere with the rights of other Tenants of the City or users of the airport. In the event the Premises is not properly maintained, the City may, after notifying the Tenant, cause the Premises to be maintained. The costs of maintenance and an administrative fee will be billed to the Tenant and become the Tenant's responsibility. Unpaid fees may be submitted to a collection agency.

Snow removal is performed by City employees on a priority basis. The City of Le Sueur reserves the right to perform snow removal functions in whatever manner it deems necessary. In any case, snow removal in front of structures constructed on leased Premises is the Tenant's responsibility. The City is not required to perform any snow removal function on any leased property, but may plow snow on or adjacent to leased properties to expedite other snow removal operations at the airport. Mowing and weed control are the Tenant's responsibility, however, the City may mow or perform weed control on or adjacent to leased properties to expedite other maintenance operations. The City shall establish the standards by which ramp areas and other paved surfaces are maintained.

7. **Hazardous Materials**

Tenant shall not store hazardous materials on the leased Premises except such materials normal to and reasonably necessary for aircraft operation and such maintenance operations reasonably conducted on the Premises. All hazardous materials shall be stored, handled, and disposed of properly in accordance with all local, state, and federal rules and regulations, and any spill or discharge shall be immediately reported to the City. Improper storage, use, handling, or disposal of hazardous materials shall be grounds for termination of this Agreement.

8. **Taxes, Assessments, and Other Charges**

In addition to other charges identified in this Agreement, Tenant shall pay all taxes, assessments, licenses, fees, or other charges that may be levied or assessed upon the Tenant's Premises or structure or any activity of the Tenant. Should it be determined that the interest of the Tenant in this Agreement is taxable, and should any tax be levied, the Tenant shall pay such tax. Upon request by the City, the Tenant shall provide proof of such payment.

The Tenant shall establish their own accounts for utilities and pay all rates and charges for any utility used or consumed in connection with or in the leased Premises during the term of this Agreement. Upon request by the City, the Tenant shall provide proof of such payment.

In the event the Tenant fails to pay the lease payments, taxes, assessments, fees, or other charges due, the City shall notify the Tenant of the default. If the Tenant fails to cure such default within ten (10) days from the receipt of the written notice, the City shall have the right to immediately terminate this Agreement without further obligation to the Tenant.

9. **Mechanic's Liens**

The Tenant hereby covenants and agrees that Tenant will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in the Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by Tenant or any of Tenant's Agents. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, the Tenant shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Tenant may contest any such lien provided the Tenant first provides adequate security protecting the City against such lien.

10. **Default**

a. **Events of Default**

Any of the following shall constitute a default under this Agreement:

- (1) Tenant fails to pay money owed to City under this Agreement when due, and such failure continues for ten (10) days after written notice from City to Tenant.
- (2) Tenant uses the Premises for any purpose not expressly authorized by this Agreement and such default continues for ten (10) days following written notice from City to Tenant.
- (3) Tenant fails to allow an inspection in accordance with the terms and conditions of this Agreement and such default continues for ten (10) days following written notice from City to Tenant.

- (4) Tenant assigns, subleases, or transfers this Agreement except as otherwise permitted, and such default continues for ten (10) days following written notice from City to Tenant.
- (5) Tenant fails to carry the insurance required under this Agreement; any insurance required under this Agreement is cancelled, terminated, expires, or is reduced or materially changed so as to not comply with this Agreement; or City receives notice of any such conditions, and such failure continues for a period of ten (10) days following written notice from City to Tenant.
- (6) Tenant vacates or abandons the Premises, and such default continues for ten (10) days following written notice from City to Tenant.
- (7) Tenant fails to discharge, by payment or bond, any lien or encumbrance placed upon the Premises or improvements in violation of this Agreement within thirty (30) days following written notice from City to Tenant that any such lien or encumbrance is filed against the Premises and/or improvements.
- (8) Tenant (a) makes a general assignment for the benefit of creditors; (b) commences any case, proceeding, or other action seeking to have an order for relief entered or to adjudicate Tenant bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts or seeking appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its property; or (c) involuntarily becomes the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry.
- (9) Tenant fails to comply with any other term or condition of this Agreement and such default continues for more than thirty (30) days after written notice from City to Tenant, or for a longer period of time as may be reasonably necessary to cure the default, but only if: (i) Tenant is reasonably capable of curing the default, and (ii) is working diligently as determined by City to cure the default.

b. City Remedies

If a default occurs, City, at its option and in its sole discretion, may at any time thereafter do one or more of the following to the extent permitted by applicable law:

- (1) City may, without releasing Tenant from its obligations under the Agreement, attempt to cure the default. City may enter the Premises for such purpose and take such action as it deems desirable or appropriate to cure the default. This entry is not an eviction of Tenant or a termination of this Agreement;
- (2) With legal process, but without further notice to Tenant, re-enter the Premises

or any part thereof and take possession of it fully and absolutely, without such re-entry working a forfeiture of the money to be paid and the terms and conditions to be performed by Tenant for the full term of this Agreement. City's re-entry of the Premises is not a termination of this Agreement. In the event of such re-entry, City may proceed for the collection of money to be paid under this Agreement or for properly measured damages;

- (3) Terminate this Agreement upon written notice to Tenant and re-enter the Premises as of its former estate, and Tenant covenants in the case of such termination to indemnify City against all loss of rents and expenses during the remainder of the term; and
- (4) Exercise all other rights and remedies including injunctive relief, ejectment, or summary proceedings such as an eviction action and any other lawful remedies, actions, or proceedings.

In the event of any default and for any type of remedy chosen by City, City may charge Tenant for all reasonable fees and costs incurred by City, relating to such default and/or the enforcement of City's rights hereunder, and costs incurred attempting to cure a default. Any and all legal remedies, actions, and proceedings shall be cumulative.

c. Cumulative Default

Notwithstanding the notice and cure periods set forth above, and subject to the inspection procedures or rights set forth herein, City shall only be required to provide Tenant with notice and opportunity to cure two (2) cumulative defaults in any calendar year. Only for purposes of this paragraph, cumulative default means: (i) Tenant's failure to pay money due under this Agreement; (ii) Tenant's failure to comply with the use of Premises section of this Agreement; and (iii) any violation of the terms and conditions of this Agreement which has the likelihood in City's reasonable discretion to cause harm to life or property. In addition, City shall only be required to provide Tenant with notice and opportunity to cure two (2) defaults of failing to allow an inspection of the Premises in any calendar year. Beginning with the third (3rd) cumulative default or third (3rd) failure to allow an inspection in any calendar year, City will not be required to provide notice and opportunity to cure and may immediately take such action as City deems appropriate under this Agreement.

d. Default of Other Agreements

A default by Tenant of any other agreement between Tenant and City shall constitute default of this Agreement. Notice of a default in another agreement shall be deemed notice of default under this Agreement.

11. **Liability Insurance**

At all times during the term of this Agreement Tenant shall, at Tenant's expense, maintain in effect bodily injury liability insurance including coverage for contractual liability and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes Section 466.04; the City of Le Sueur shall be an additional insured. The Tenant's insurance policy and certificate shall not be cancelled, or its conditions altered in any manner without ten (10) days' prior written notice to the City Administrator of Le Sueur. The insuring company shall deliver to the City certificates of all insurance required, signed by an authorized representative, and stating that all the provisions of the specified requirements are satisfied.

12. **Hold Harmless and Indemnity**

Tenant shall indemnify, protect, save and hold harmless the City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including attorneys' fees, which may arise out of or be caused by Tenant or its agents, employees, contractors, subcontractors, vendors, licensees, with respect to Tenant's use of the Premises or its operations thereon. Tenant shall defend the City against the foregoing, or litigation in connection with the foregoing, at Tenant's expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the presence, use, repair or maintenance of City utilities or other easements, or the negligence or misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

13. **Waiver and Assumption of Risk**

Tenant knows, understands, and acknowledges the risks and hazards associated with using the Premises and hereby assumes any and all risks and hazards associated therewith. Tenant hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by Tenant as a result of using the Premises and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability caused by the Premises.

14. **Assignments, Transfers, and Subleases**

The Tenant shall not assign, transfer, sublet, amend, or sell any interest in this Agreement or in the Premises without first obtaining the written consent of the City. City may require Tenant to provide documentation, including but not limited to sublessee insurance and dates of sublease/transfer, prior to granting said consent. Failure to obtain written consent shall be sufficient grounds for immediate termination of this Agreement by the City without

obligation to the Tenant.

The City may charge a fee to Tenant for an approved assignment, transfer, or sublease of Premises. The amount of said fee shall initially be Fifty and no/100 Dollars (\$ 50.00) per year, payable by the 1st day of January of each calendar year. The City Council shall annually consider the amount of said fee, and the City reserves the right to amend fees at any time during the term of this Agreement.

15. **Discrimination Provision**

The Tenant, in the use of the Le Sueur Municipal Airport, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, or national origin or in any manner prohibited by Part 21 of the Regulations of the Office of the United States Secretary of Transportation, and the Tenant further agrees to comply with any requirement made to enforce such regulation which may be demanded of the City by the United States Government under authority of said Part 21.

16. **Civil Rights**

Tenant agrees that it will comply with applicable laws, statutes, and rules that are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, age, disability, gender, or sexual orientation be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates Tenant or its transferee for the period during which federal assistance is extended to the airport, except where federal assistance is to provide, or is in form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

17. **Laws, Rules, and Regulations**

The Tenant shall abide by and conform with all laws, rules, and regulations, including future amendments thereto, controlling or in any manner affecting the Tenant relative to the use or occupancy of the Premises.

18. **Commercial Use**

Tenant must indicate to the City at time of signing if the Premises will be used to conduct commercial activities and obtain written permission from the City to conduct such activities. Any wish to alter the use of the Premises to include commercial activity during the term of this Agreement requires prior written consent of the City. Failure to notify the City and obtain written consent as described above shall be grounds for immediate termination of this Agreement. Commercial activities include repair, restoration, maintenance, or rental of

aircraft other than those activities conducted in association with Tenant’s private aircraft used for Tenant’s own non-commercial use. No commercial activity which is not directly related to aeronautics is permitted. No outdoor storage of planes or equipment is permitted in the hangar area. Any hangar constructed or used to conduct commercial activities shall comply with any and all applicable City of Le Sueur building code requirements for commercial buildings.

19. **General Provisions**

a. Voluntary and Knowing Action

The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

b. Authorized Signatories

The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

c. Notice

Any notice required under this Agreement shall be in writing and delivered in person or by courier or mailed by certified mail, return receipt requested by United States Mail, postage prepaid addressed as follows:

If to the City: City of Le Sueur
 Public Services Department
 203 South Second Street
 Le Sueur, MN 56058

If to the Tenant:

Notice is deemed given if (i) two (2) business days after being deposited in the mail, whether or not the notice is accepted by the named recipient, or (ii) if delivered by any other means, the date such notice is actually received by the named recipient. Either party may change the party’s address for notice by providing written notice to

the other party.

d. Airport Access

Tenant has the privilege of using the public portions of the airport, such as runways and other public facilities, under such terms, ordinances, rules, and regulations as now exist or may be enacted by City, and subject to charges for such use as may be established by the City, by ordinance or agreement with Tenant.

e. Waiver

Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

f. Vehicle Parking

Tenant may park a private vehicle at the Premises in a structure or on an approved concrete or bituminous pad connecting the taxilane to a structure on the Premises. If exterior parking is anticipated to exceed twenty-four (24) consecutive hours, Tenant shall notify the Le Sueur Police Department.

g. Headings and Captions

Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

h. Entire Agreement; Amendments

This Agreement represents the entire agreement between the parties and supersedes any prior agreements regarding the Premises. This Agreement may only be amended or modified if done in writing and executed by all parties to this Agreement.

i. Severability

If any part of this Agreement shall be held invalid, it shall not affect the validity of the remaining parts of this Agreement, provided that such invalidity does not materially prejudice either party under the remaining parts of the Agreement.

j. Choice of Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of

the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

k. Data Practices

The City shall use reasonable care to treat matters pertaining to Tenant in a confidential manner to the extent permitted by law. This Agreement, and the information related to it, are subject to the Minnesota Government Data Practices Act, which presumes that data collected by City is public data unless classified otherwise by law.

l. Commitments to Federal and State Agencies

Nothing in this Agreement shall be construed to prevent the City from making such commitments as it desires to the Federal Government or the State of Minnesota in order to qualify for the expenditure of Federal or State funds on the airport.

m. Successors

This Agreement shall extend to bind the legal representatives, successors, and assigns of the parties to this Agreement.

n. Relationship of Parties

Nothing contained in this Agreement shall be deemed to create a partnership, association or joint venture between City and Tenant, or to create any other relationship between the parties other than that of landlord and Tenant.

o. Multiple Parties

If more than one person or entity is named as the Tenant, the obligations of the Tenant shall be the joint and several responsibilities of all persons or entities named as Tenant.

p. Consent and Approvals

When the consent or approval of City is required in this Agreement, such phrase means the formal approval or consent of City through a meeting of the Le Sueur City Council. When the consent or approval of City's staff is required, such phrase means the consent or approval from the appropriate employee or agent of City.

q. Survivability

All covenants, indemnities, guarantees, releases, representations and warranties by

Lot # XXX

any party or parties, and any undischarged obligations of City and the Tenant arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

EXHIBIT A

Depiction of Leased Premises



The City Building Official must approve all plans for the construction of a hangar or hangar improvement(s). Specifications must meet Minnesota Building Code and protective covenants enumerated below.

Any proposed variance from these covenants must be approved by the Airport Commission and subsequently approved by the Building Official without any required notice to, or action by, the Planning Commission. Any unapproved deviation from the covenants may result in termination of ground lease or modifications to hangar to meet the covenants at the expense of the lessee. The covenants are as follows:

- Mandatory 15-foot rear setback with a minimum distance of 30 feet between buildings, unless the distance can be reduced by complying with fire code.
- Mandatory 15-foot side yard setbacks with a minimum distance of 30 feet between buildings, unless the distance can be reduced by complying with fire code.
- Sidewall height: minimum of 14 feet and maximum of 22 feet.
- Maximum building height: 30 feet, unless lower height is required because of airspace criteria.
- Doors must be upward-opening, 12-foot to 20-foot height, facing the taxiway or ramp. Any deviation must be brought before the Airport Commission for approval.
- All construction materials must be new.
- Galvanized siding and roofing materials are not allowed.
- Color must be an earth or neutral tone; any deviation must be brought before the Airport Commission for approval.
- Apron must be constructed out of either concrete or bituminous material.
- Interior floors must be constructed out of concrete.
- Individual electric service required.



Ramp & Tie-Down Area Policy
for the Le Sueur Municipal Airport
Adopted: March 2025

It is the desire of the City of Le Sueur Airport Commission to develop criteria by which the public may utilize the ramp/tie-down area at the Le Sueur Municipal Airport. This policy has been developed in an effort to limit City liability and to aid in efficient maintenance operations.

This policy shall be in effect for all aircraft utilizing the Le Sueur Municipal Airport with the exception of aircraft being handled by the airport Fixed Base Operator.

1. It is the responsibility of the aircraft owner/operator to supply their own tie-down ropes and/or straps.
2. The City and the Fixed Base Operator assume no responsibility for damages and/or injuries that may result from an aircraft becoming separated from its mooring.
3. The City is not liable for damage that may occur to an aircraft while it anchored or moored on airport premises.
4. From April 1st through October 31st: Any aircraft shall not be located on the ramp/tie-down area of the Le Sueur Municipal Airport for more than fifteen (15) consecutive days in any thirty (30)-day period.
5. From November 1st through March 31st: Any aircraft shall not be located on the ramp/tie-down area of the Le Sueur Municipal Airport for more than twenty-four (24) hours consecutively without prior authorization of the Airport Manager or their designee.



2025 Le Sueur Municipal Airport Fee Schedule*

Airport

Airport Fuel

100 Low Lead AvGas	\$	1.00 per gallon above cost
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Airport Hangar Leases

Lots 1 - 16	\$	0.12 per square foot or \$120 per year whichever is greater
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Lots 17 - 40	\$	300.00 Per year
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Enclosed Tie-Down (6 month minimum)	\$	400.00 per month
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Covered Tie-Down (3 month minimum)	\$	300.00 per month
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Uncovered Tie-Down (3 month minimum)	\$	100.00 per month
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Utilities

Electric Residential Distribution Access Fee	\$	1,100.00 per Unit (includes 100 feet of primary wire)
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Excess Residential Primary Wire	Cost + 15%	per foot
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New Construction AMI Meter, Hook-Up Fee & Temporary Meter	\$	650.00 per
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* Fees are subject to change.