

RIGHT OF ENTRY AGREEMENT

This **AGREEMENT**, made on this ____ day of August, 2017 by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of Minnesota (“**City**”), and MK Johnson Properties, LLC (“**OWNER**”).

I. RECITALS

1.01. City is the fee owner of the real property legally described as follows (“**PROPERTY**”):

East 50.00 feet of Outlot A, and the west 50.00 feet of Outlot B, Cor Stone Brook Academy, Anoka County, Minnesota.

1.02. **OWNER** intends to access and grade the **Property** as part of the development of the STONE BROOK ACADEMY building and site work on the adjacent parcel.

1.03. **City** and **Owner** desire to permit **the Owner** and its agents, employers, contractors and invitees to enter onto the **Property** for the purposes of site grading and to access for construction purposes. This access right is limited to the site improvements shown on the civil engineering plans from Hakanson Anderson as dated May 17, 2017, revised July 18, 2017 (the “**Plans**”).

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

2.01. Entry. Effective upon the date hereof, **City** hereby grants the **Owner** and its agents, employers, contractors and invitees the right to enter upon the **Property** for the purpose of site grading and construction consistent with the **Plans**. This right of entry expires the earlier of the issuance of a Certificate of Occupancy for **Owner’s** adjacent parcel or June 1, 2018.

2.02. Indemnification of the City. In consideration for such entry, **Owner** agrees to and shall indemnify, defend and hold harmless **City**, its agents, employees and personal representatives from and against any action, claim, damage, liability, loss, cost or expense (including, without limitation, attorney’s fees and costs), resulting from **Owner’s** access of and construction within the **Property**.

2.03 Hazardous Materials. **Owner** shall not deposit or store hazardous materials on the **Property**, or carry hazardous materials across the **Property**, without the **City’s** written permission. **Owner** is solely liable for any and all damages to people or property, and for any and all environmental response and/or clean-up costs, arising out of **Owner’s** deposit, storage or transfer of hazardous materials upon or across the **Property**.

2.03. Governing Law. This agreement shall be interpreted in accordance with and governed by the laws of the state of Minnesota.

2.04. Notices and Demands. All notices, demands or other communications under this agreement shall be effective only if made in writing and shall be sufficiently given and deemed given when delivered personally or mailed by certified mail (return receipt requested), postage prepaid, properly addressed as follows:

(a) City of Ramsey, 7550 Sunwood Drive NW, Ramsey, Minnesota 55303, Attention Kurt Ulrich, City Administrator

(b) MK Johnson Properties, LLC, 7800 Sunwood Drive N.W., Ramsey, MN 55303, attention Michael Johnson

or to such other persons as the parties may, from time to time, designate in writing and forward to the other as proved in this section.

2.06. Amendment. This agreement may be amended by the parties hereto only by written instrument executed with the same procedures and formality followed in the execution of this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed in their names and behalves and on or as of the date first above written.

OWNER

CITY

Sarah Strommen, Mayor
City of Ramsey

Kristen Johnson, Registered Agent
MK Johnson Properties, LLC

Kurt Ulrich, City Administrator
City of Ramsey