

RIGHT OF ENTRY AGREEMENT

This **AGREEMENT**, made on this ____ day of January, 2018 by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of Minnesota (“**City**”), and Ramsey Station Apartments Limited Partnership (“**Owner**”).

I. RECITALS

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

Outlot A, Greenway Terrace, Anoka County, Minnesota.

1.02. **OWNER** seeks to access the **Property** as part of the development of the Greenway Terrace building and site work on the adjacent parcel.

1.03. **City** is willing to permit **the Owner** and its agents, employees, contractors and invitees to enter onto the **Property** for construction purposes. This access right is limited to construction staging and materials storage for the construction of Greenway Terrace.

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, employees, contractors and invitees the right to enter upon the **Property** for the purpose of construction consistent with Section 1.03. This right of entry expires the earlier of the issuance of a Certificate of Occupancy for **Owner’s** adjacent parcel or December 31, 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) Ramsey Station Apartments Limited Partnership, 901 N 3rd Street, Suite 150, Minneapolis, MN 55401, Attention: Leslie Roering

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.

2.05 Repair and Restore. Buyer must repair any damage Buyer or its employees, agents or contractors cause to the Property, specifically including damage to concrete curb and gutters, remove any personal property, refuse or debris Buyer or its employees, agents or contractors brought onto or authorized third parties to bring onto the Property, and restore the Property to the condition it was in prior to Owner accessing the Property.

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.

The City of Ramsey, Minnesota

By: _____
Sarah Strommen, Mayor

Dated: _____, 2018

By: _____
Kurt Ulrich, City Administrator

Dated: _____, 2018

Ramsey Station Apartments Limited Partnership

By: _____
Caroline Horton, Vice President/Treasurer

Dated: _____, 2018