

## RIGHT OF ENTRY AGREEMENT

This **AGREEMENT**, made on this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of Minnesota (“**City**”), and **CAP Acquisitions, LLC**, a Washington Limited Liability Company (“**OWNER**”).

### I. RECITALS

- 1.01.** City is the fee owner of the real property legally described within Exhibit A of this Agreement (“**PROPERTY**”).
- 1.02.** **OWNER** intends to access and grade the **Property** as part of the development of the Affinity at Ramsey apartment complex and site work on the adjacent parcels.
- 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 construction. This access right is limited to the site improvements described within the Development Agreement between the City of Ramsey and CAP Acquisitions LLC dated \_\_\_\_\_, 2018 (the “**Plans**”). The geographic limits of the construction area are described within Exhibit B of this Agreement.

### 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 construction as described within the Development Agreement between the City of Ramsey and CAP Acquisitions LLC dated \_\_\_\_\_ 2018. This right of entry expires the earlier of the issuance of a Certificate of Occupancy for **Owner’s** adjacent parcel or August 1, 2019.

**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) CAP Acquisitions, LLC, 120 West Cataldo Ave, Suite 100, Spokane, WA 99201, attention Scott Morris

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.

**The City of Ramsey, Minnesota**

By: \_\_\_\_\_  
Sarah Strommen, Mayor

Dated: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Kurt Ulrich, City Administrator

Dated: \_\_\_\_\_, 2018

**MK Johnson Properties, LLC.**

By: \_\_\_\_\_  
Scott Morris, Manager

Dated: \_\_\_\_\_, 2018



# Exhibit B:

Construction Limits as described in Sheet C2.0  
 Affinity at Ramsey Site Plan

City to be allowed unrestricted access to Outlot B from points A & B from 09/03 to 09/11 in relation to the City's Hometown Festival Happy Days.

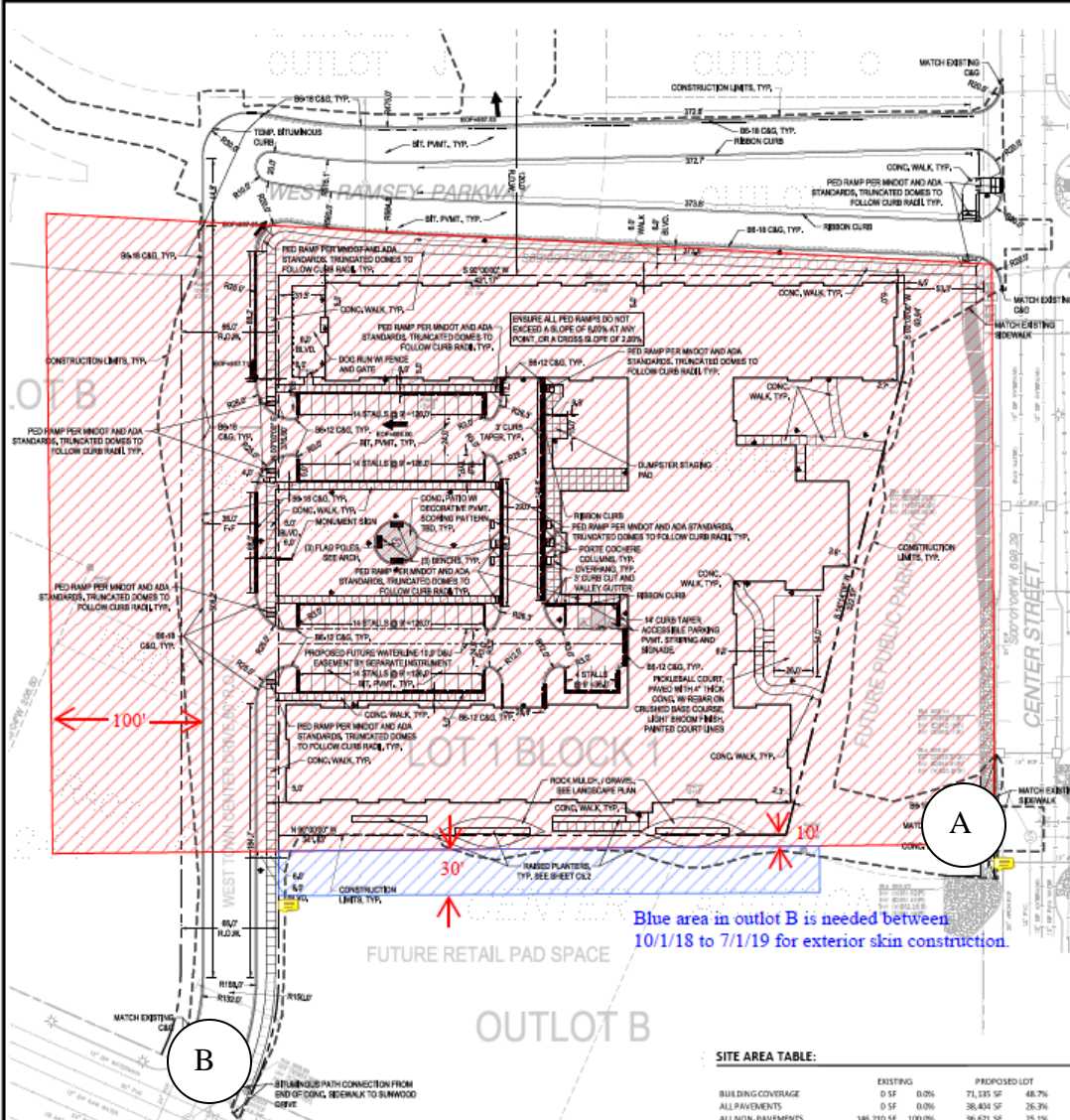
- LOCATIONS OF STRUCTURES, ROADWAY PAVEMENTS, CURBS AND GUTTERS, BOLLARDS, AND WALKS ARE APPROXIMATE AND SHALL BE STAVED IN THE FIELD, PRIOR TO INSTALLATION, FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT.
- CURB DIMENSIONS SHOWN ARE TO FACE OF CURB, BUILDING DIMENSIONS ARE TO FACE OF CONCRETE FOUNDATION, LOCATION OF BUILDINGS TO BUILDING FOUNDATION AND SHALL BE AS SHOWN ON THE DRAWINGS.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO FABRICATION FOR ALL PREPARED SITE IMPROVEMENT MATERIALS SUCH AS, BUT NOT LIMITED TO THE FOLLOWING: PAVEMENTS, WALLS, BENCHES, BOLLARDS, FLAGPOLES, LANDING PADS FOR CURB RAMPS, AND LIGHT AND POLES. THE OWNER RESERVES THE RIGHT TO REJECT INSTALLED MATERIALS NOT PREVIOUSLY APPROVED.
- PEDESTRIAN CURB RAMPS SHALL BE CONSTRUCTED WITH TRUNCATED DOME LANDING AREAS IN ACCORDANCE WITH ADA REQUIREMENTS (SEE DETAIL).
- CROSSWALK STRIPING SHALL BE 24" WIDE WHITE PAINTED LINE, SPACED 40" ON CENTER PERPENDICULAR TO THE FLOW OF TRAFFIC, WIDTH OF CROSSWALK SHALL BE 8' WIDE, ALL OTHER PAVEMENT MARKINGS SHALL BE WHITE IN COLOR UNLESS OTHERWISE NOTED OR REQUIRED BY ADA OR LOCAL GOVERNING BODIES.
- SEE SITE PLAN FOR CURB AND GUTTER TYPES, TAPER BETWEEN CURB TYPES (SEE DETAIL).
- ALL CURB RAMP ARE MINIMUM 3' UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL REFER TO "FINAL PLAN" FOR LOT BOUNDARIES, NUMBERS, AREAS AND DIMENSIONS PRIOR TO SITE IMPROVEMENTS.
- FIELD VERIFY ALL EXISTING SITE CONDITIONS, DIMENSIONS.
- PARKING IS TO BE SET PARALLEL, OR PERPENDICULAR TO EXISTING BUILDING UNLESS NOTED OTHERWISE.
- ALL PARKING LOT PAINT STRIPING TO BE WHITE, 4" WIDE TYP.
- RETURNING PAVING TO BE "LIGHT DUTY" UNLESS OTHERWISE NOTED, SEE DETAIL SHEETS FOR PAVEMENT SECTIONS.
- ALL TREES THAT ARE TO REMAIN ARE TO BE PROTECTED FROM DAMAGE WITH A CONSTRUCTION FENCE AT THE CRIP LINE, SEE LANDSCAPE DOCUMENTS.

**COR 1 ZONING TABLE:**

Curb Development Standards	Arterial Street	Destination Street	Parkway	Connector Street	Downtown Street	Local Street
Minimum lot area	None	None	None	None	None	None
Minimum lot width	20 feet	25 feet	20 feet	20 feet	20 feet	20 feet
Minimum lot depth	80 feet	80 feet	80 feet	80 feet	80 feet	80 feet
Allowable residential density in dwelling units per acre	>15 DU/AC	>15 DU/AC	>15 DU/AC	>15 DU/AC	>15 DU/AC	>15 DU/AC
Minimum floor area ratio (FAR) for nonresidential uses, vertically mixed buildings only	.75	.75	.75	.75	.75	.75
Front yard	30 feet as measured from building front to right-of-way (80% of front facade w/min max.)	5 feet as measured from building front to right-of-way (80% of front facade w/min max.)	5 feet as measured from building front to right-of-way (80% of front facade w/min max.)	5 feet as measured from building front to right-of-way (80% of front facade w/min max.)	5 feet as measured from building front to right-of-way (80% of front facade w/min max.)	5 feet as measured from building front to right-of-way (80% of front facade w/min max.)
Side yard	no req.	no req.	no req.	no req.	no req.	no req.
Rear yard	no req.	no req.	no req.	no req.	no req.	no req.
Drive way length (per driveway)	25 feet for residential	25 feet for residential	25 feet for residential	25 feet for residential	25 feet for residential	25 feet for residential
Building height (min. - max.)	2 - 5	2 - 5	2 - 5	2 - 5	2 - 5	2 - 5
Plaster Style	N/A	Plaster End	Reinforced End	Decorated End	N/A	Decorated End
Tree Spacing (on center)	N/A	35 feet	35 feet	35 feet	35 feet	35 feet
Minimum width	N/A	8 feet	8 feet	N/A	8 feet	8 feet
Minimum width	30 feet	30 feet	8 feet	30 feet	30 feet	30 feet

**SITE PLAN LEGEND:**

- PUBLIC STREET PAVEMENT, SEE DETAIL 8 ON SHEET C2.0
- PRIVATE STREET PAVEMENT, SEE DETAIL 3 ON SHEET C2.0
- CONCRETE PAVEMENT AS SPECIFIED (PAD OR WALK) SEE GEOTECHNICAL REPORT FOR AGGREGATE GRADE & CONCRETE DEPTH, SEE DETAIL.
- CONSTRUCTION LIMITS
- CURB AND GUTTER NOTES (T.O., T.P. OUT GUTTER WHERE APPLICABLE SEE PLAN)
- EMERGENCY OVERFLOW
- TRAFFIC DIRECTIONAL ARROW PAVEMENT MARKINGS
- SIGN AND POST ASSEMBLY, SHOP DRAWINGS REQUIRED.
- HC = ACCESSIBLE SIGN
- NP = NO PARKING FIRE LANE
- ST = STOP
- CP = COMPACT CAR PARKING ONLY
- EXTERIOR LIGHT, SEE LIGHTING PLAN FOR DETAILS AND SPIDS



**SITE AREA TABLE:**

	EXISTING	PROPOSED LOT
BUILDING COVERAGE	0 SF 0.0%	71,135 SF 48.7%
ALL PAVEMENTS	0 SF 0.0%	38,404 SF 25.3%
ALL NON-PAVEMENTS	146,210 SF 100.0%	38,671 SF 25.1%
TOTAL SITE AREA	146,210 SF 100.0%	146,210 SF 100.0%
	3.36 AC	3.36 AC

**PARKING TABLE:**

TYPE	COUNT	STANDARD	ADA
Exterior	63	61	2
Interior	175	171	4
Total	238	232	6

IMPERVIOUS SURFACE	EXISTING	PROPOSED
EXISTING CONDICTION	0 SF 0.0%	0 SF 0.0%
PROPOSED CONDICTION LOT	301,539 SF 74.9%	109,539 SF 74.9%
DIFFERENCE (EX. VS PROP.)	301,539 SF 74.9%	301,539 SF 74.9%
IMPERVIOUS TOTAL	301,539 SF 74.9%	301,539 SF 74.9%

**CITY OF RAMSEY SITE SPECIFIC NOTES:**

- HOURS OF CONSTRUCTION ARE 7:00AM TO 10:00PM. NO EQUIPMENT MAY BE STARTED BEFORE 7:00 AM. SITE WORK ON SATURDAY IS REQUIRED TO KEEP ADVANCE NOTICE FOR APPROVAL. SUNDAY WORK REQUIRES CITY COUNCIL APPROVAL. MEETINGS ARE THE 2ND AND 4TH TUESDAYS. REQUESTS MUST BE SUBMITTED ONE WEEK BEFORE FOR INCLUSION ON THE AGENDA.
- ALL SIDEWALKS WITHIN THE PUBLIC REALM (WITHIN RIGHT OF WAY) SHALL BE SHOWN FINISHED WITH ALTERNATING BRUSH STROKES PER PANEL.

**AFFINITY AT RAMSEY**  
 RAMSEY, MIN 55203  
**INLAND GROUP**  
 120 W. CATALDO AVE. SUITE 100, BROOKLINE, VA 22701

PROJECT: AFFINITY AT RAMSEY  
 SHEET: C2.0  
 DATE: 10/1/18  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 APPROVED BY: [Signature]  
 REVISION SUMMARY:  
 1/18/18 SITE PLAN SUBMITTAL  
 2/15/18 SITE PLAN SUBMITTAL  
 3/15/18 SITE PLAN SUBMITTAL

**C2.0**  
 CONSTRUCTION LIMITS