

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 **AFFINITY AT RAMSEY, 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 Affinity at Ramsey 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 Affinity at Ramsey 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) Affinity at Ramsey, 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: _____
John LeTourneau, Acting Mayor

Dated: _____, 2018

By: _____
Kurt Ulrich, City Administrator

Dated: _____, 2018

Affinity at Ramsey, LLC.

By: _____
Darin Davidson, Manager

Dated: _____, 2018

This instrument drafted by:
Ratwik, Roszak & Maloney, P.A.
730 Second Ave. S., Suite 300
Minneapolis, MN 55402
(612) 339-0060
(JLL)

Exhibit A:

Legal Description of City-owned Property

OUTLOT A, OUTLOT B, and OUTLOT C, AFFINITY AT THE COR, ANOKA COUNTY, MINNESOTA; and,

OUTLOT B, OUTLOT K, OUTLOT J, OUTLOT O, RAMSEY TOWN CENTER ADDITION, ANOKA COUNTY, MINNESOTA.



