

Anoka County Contract # C0010846

**RIGHT OF ENTRY AGREEMENT**

**THIS RIGHT OF ENTRY AGREEMENT** (the "Agreement"), is made and entered into by and between, the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as "County", and the Lora Grace Hamilton Revocable Trust U/A dated October 22, 1998, the Family Share Trust under Article Six of the Edward Lynn Hamilton Revocable Trust U/A dated October 22, 1998, the Winslow I. Holasek Trust Agreement dated September 22, 2010, and the Corinne M. Holasek Trust Agreement dated September 22, 2010, hereinafter referred to "the Grantor" and is effective as of the date of the last signature of parties.

**WHEREAS**, the Grantor owns certain property located along Riverdale Drive NW in Ramsey, Minnesota, County of Anoka, State of Minnesota, with PID 34-32-25-14-0029, which is legally described as:

That part of Tract C lying West of the East 210 feet as measured at right angles to the east line of Registered Land Survey No. 119, files of the Registrar of Titles of Anoka County, Minnesota. (hereinafter "Grantor's Property"); and,

**WHEREAS**, the County wishes to enter upon Grantor's Property for the limited purposes stated below; and

**WHEREAS**, the Grantor agrees to grant the County a right of entry on and over the Grantor's Property, to complete the public safety work as provided for herein.

**NOW, THEREFORE**, the parties hereto agree as follows:

**I. Grant of Right of Entry**

Subject to the terms and conditions contained herein, the Grantor hereby grants to the County of Anoka and its contractors, through its Highway Department, the right to enter upon the Grantor's Property along Riverdale Drive NW, at the location depicted in Exhibit A, to remove the existing storm sewer and to restore the impacted land per MnDOT specifications and erosion control standards.

**II. Term / Termination**

This Right of Entry ("Agreement") shall commence immediately upon the execution of this Agreement and shall continue until completion of the Work identified above, including restoration as certified by the County Once the Work and restoration are completed, this Right of Entry shall automatically terminate..

**III. Permits/Approvals**

If applicable, the County is solely responsible for obtaining any necessary permits and approvals for the Work.

**IV. Costs**

Grantor acknowledges that the Work described in this Agreement is entirely undertaken at the County's sole cost, with mutual benefit and consensus of the parties for the Work to be performed.

**V. Restoration of Land**

Upon the completion of the Work on Grantor's Property, the County shall restore Grantor's Property that was impacted by the Work, which may include additional grading and/or seeding of disturbed areas. Such restoration shall be conducted as needed and according to County standards and specifications.

**VI. Modifications / Amendment**

Any alterations, variations, modifications or amendments to the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

**VII. Entire Agreement**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements between the parties relating to the subject matter thereof.

**VIII. Counterparts**

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

*(The remainder of this page intentionally left blank; signature page follows)*

**IN WITNESS WHEREOF**, the parties hereto represent they have delegated authority to bind the respective entities set forth below and have caused this Agreement to be duly executed.

**COUNTY OF ANOKA**

By: DocuSigned by:  
Susan Anderson  
2D20D6FFB2574D7...  
Susan Anderson,  
Right of Way Specialist  
5/14/2024  
Dated: \_\_\_\_\_

**GRANTOR(S) / OWNERS**

By: DocuSigned by:  
Lisa Grace Hamilton  
107CB7179E3344F...  
Lisa Grace Hamilton, Trustee  
Dated: 5/10/2024

By: DocuSigned by:  
Lisa Grace Hamilton, as POA for Lora Grace Hamilton  
107CB7179E3344F...  
Lisa Grace Hamilton, as POA for Lora Grace  
Hamilton, Trustee  
Dated: 5/10/2024

By: DocuSigned by:  
Nina Marie Gribble  
6F812C7A1E044D9...  
Nina Marie Gribble, Trustee  
Dated: 5/10/2024

By: DocuSigned by:  
Julie A. Krekelberg  
F7E929864C934F6...  
Julie A. Krekelberg, Trustee  
Dated: 5/10/2024

By: DocuSigned by:  
Sharon L. Hastings  
B47722BADD7C475...  
Sharon L. Hastings, Trustee  
Dated: 5/11/2024

By: DocuSigned by:  
Sandra J. Callen  
BF229154721D4FC...  
Sandra J. Callen, Trustee  
Dated: 5/14/2024

## Exhibit A

Address: Unassigned; PID 34-32-25-14-0029

**Owners:** the Lora Grace Hamilton Revocable Trust U/A dated October 22, 1998, the Family Share Trust under Article Six of the Edward Lynn Hamilton Revocable Trust U/A dated October 22, 1998, the Winslow I. Holasek Trust Agreement dated September 22, 2010, and the Corinne M. Holasek Trust Agreement dated September 22, 2010

Anoka County Project No.: 002-657-003

### Project Depiction:

Below is an aerial image showing the general location of the Work to be completed, as described in Paragraph I “Grant of Right of Entry” in this Agreement:

