

## **RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made on this 23<sup>rd</sup> day of May, 2019, by and between the City of St. Paul Park, a Minnesota municipal corporation (the “City”) and Independent School District #833, a Minnesota institutional corporation (the “Owner”).

### **Recitals**

A. The Owner is the owner of the real estate located at 1020 3<sup>rd</sup> Street, St. Paul Park and legally described as: LTS 1-30 BLK 77 TOG WITH ADJ VAC STS & ALLEYS ALSO LTS 1-29 BLK 78 TOG WITH ADJ VAC STS & ALLEYS ALSO LTS 1-6 BLK 79 TOG WITH ADJ VAC STS & ALLEYS ALSO LTS 1-30 BLK 80 TOG WITH ADJ VAC STS & ALLEYS ALSO LTS 1-30 BLK 81 TOG WITH ADJ VAC STS & ALLEYS ALSO LTS 1-30 BLK 82 TOG WITH ADJ STS & ALLEYS EXC N 24FT OF S 64FT VAC 11TH AVE LYING BETW E/W LNS LT 1 BLK 96 SD DIV 2 ST PAUL PK EXT N SUBDIVISIONNAME DIV NO.2 ST PAUL PARK BLK B AND 46-96 BLOCK 77 SUBDIVISIONCD 68442, Washington County, Minnesota (the “Subject Property”).

B. The City has authorized construction of a street and utility improvement project along 9<sup>th</sup> Avenue from 2<sup>nd</sup> Street to Summit Avenue (the “Project”). In order for the City to carry out its due diligence in constructing the Project, the City must obtain permission from the Owner to enter the Subject Property.

C. The Owner desires to permit the City, its agents, employees, contractors and invitees to enter upon the Subject Property in order to ensure that the City may construct the Project in accordance with the proposed schedule.

### **Agreement**

NOW, THEREFORE, in consideration of the premises and their mutual promises, the parties hereto hereby agree as follows:

1. **Right of Entry.** The Owner hereby grants the City, its agents, employees, contractors and invitees permission to enter upon the Subject Property at its discretion for the purpose of surveying, tree removal, grading, turf establishment, driveway construction, utility service connections (storm sewer), and inspection as it may deem desirable to facilitate construction of the Project. The Owner represents and warrants to the City that the Owner is the fee owner of the Property and, therefore, has the sole and exclusive authority and right to enter into this Agreement. Following completion of its work, the City agrees to restore the Subject Property to the condition existing prior to the work.

2. **Indemnification of Owner.** In consideration for such Right of Entry, the City agrees to and shall indemnify, defend and hold harmless the Owner, its agents, officers, employees and members, from and against any action, claim, damage, liability, loss, cost or expense, including without limitation attorneys' fees and costs, resulting from: (a) any liens which may be attached to the Subject Property for labor or materials provided by or at the request of the City; (b) injury to or death of persons; (c) property damage; or (d) any claim, damage, action, loss or destruction whatsoever caused by the City's agents or contractors in connection with the City's entry onto the Subject Property pursuant to this Agreement.

3. Term. This Agreement shall commence on the date and year first above written and shall continue in full force and effect until **June 30, 2020**.

4. Governing Law. This Agreement shall be interpreted in accordance with and be governed by the laws of Minnesota.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

6. Amendment. This Agreement may be amended by the parties hereto only by written instrument executed in accordance with the same procedures and formality followed for 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 and year first above written.

INDEPENDENT SCHOOL DISTRICT #833

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF ST PAUL PARK

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_