

RIGHT-OF-ENTRY AGREEMENT

THIS RIGHT-OF-ENTRY AGREEMENT is made this ____ day of _____, 2014 ("Effective Date"), by and between the County of Anoka, a political subdivision of the State of Minnesota ("County"), 2100 Third Avenue, Anoka, Minnesota 55303, and the City of Coon Rapids, a Minnesota municipal corporation, 11155 Robinson Drive, Coon Rapids, Minnesota 55433 ("City").

WITNESSETH:

WHEREAS, property located at 9095 East River Road, Coon Rapids Minnesota, which is legally described in Exhibit A ("Premises"), which is attached hereto and incorporated herein, has forfeited to the State of Minnesota, in trust for the taxing districts, for the failure to pay ad valorem real estate taxes; and

WHEREAS, pursuant to Minnesota law, the County administers tax-forfeit property located within Anoka County; and

WHEREAS, there is a dilapidated, non-habitable home located on the Premises; and

WHEREAS, because of the poor condition of the home, the City was in the process of condemning the Premises before the County began the tax-forfeit process; and

WHEREAS, pursuant to the provisions of Minn. Stat. §282.01, subd. 1a, the City will be applying to the County to purchase the Premises; and

WHEREAS, the City desires to enter upon the Premises prior to acquiring title so that it can remove the dilapidated house and other improvements that are located on the Premises (hereinafter collectively referred to as "Improvements"); and

WHEREAS, subject to the terms and conditions contained herein, the County is willing to grant to the City a right of entry.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

**ARTICLE I
RIGHT OF ENTRY**

Subject to the terms and conditions contained herein, the County hereby grants to the City the right to enter upon the Premises for the purpose of removing the Improvements. The City shall perform its work in a safe and workmanlike manner. At all times during the term of this Agreement, the City shall keep the Premises in an orderly condition. The City shall comply with all applicable federal, state and local laws, statutes, regulations, ordinances, rules, orders, requirements, and decisions that may apply to the work that it performs on the Premises. Prior to entering upon the Premises, the City shall obtain all necessary permits required to perform the work contemplated by this Agreement. After completion of the work, the City shall: (a) remove all equipment and other personal property from the Premises; (b) remove all debris resulting from the demolition of the Improvements; and (c) in coordination and consultation with the County, restore the affected portion of the Premises to an acceptable condition subject to the County's reasonable satisfaction. The City shall not allow any mechanics', material

suppliers', and/or other liens arising out of any work, labor done, services performed, or materials furnished for the City or its contractors or consultants or claimed to have been furnished for the City or its contractors or consultants to be filed or perfected against the Premises. The City shall be solely responsible for all costs and expenses related to the demolition of the Improvements, and the removal and disposal of the resulting debris.

ARTICLE II TERM AND TERMINATION

The term of this Right-of-Entry Agreement shall commence on the Effective Date and shall terminate upon the satisfactory completion of all the work provided for herein, which shall be no longer than sixty (60) days from the Effective Date.

ARTICLE III LIABILITY

Subject to exceptions and limitations provided by law, including but not limited to those contained in Minnesota Statutes Chapter 466, the City shall defend, indemnify and hold harmless the County from and against any and all claims arising from or related to the acts or omissions of the City or the City's employees, officers, consultants, contractors, agents, and invitees related to the work performed on the Premises and the disposal of the debris.

ARTICLE IV INSURANCE

The City or its contractor shall procure and maintain in full force and effect during the term of this Agreement, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the City, its agents, representatives, employees or contractors. The insurance coverage shall satisfy the requirements set forth in Exhibit B, which is attached hereto and incorporated herein.

ARTICLE V COPIES OF REPORTS

The City shall provide to the County, free of charge, copies of all reports generated and/or arising from the work to be performed on the Premises.

ARTICLE VI NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail, if sent to the respective addresses noted below:

To the City: Steve Gatlin
 City Manager
 Coon Rapids City Hall
 11155 Robinson Drive
 Coon Rapids, Minnesota 55433

with copy to: David Brodie
Coon Rapids City Attorney
Coon Rapids City Hall
11155 Robinson Drive
Coon Rapids, Minnesota 55433

To the County: Jonell Sawyer
Division Manager
Property Records and Taxation
2100 Third Avenue
Anoka, Minnesota 55303

with copy to: Dan Klint
Assistant Anoka County Attorney
Anoka County Attorney's Office
2100 Third Avenue, STE 720
Anoka, Minnesota 55303

Any party may change its address for notices from time to time by serving written notice of the change upon the other parties at least ten (10) days prior to the effective date of the change.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

COUNTY OF ANOKA

CITY OF COON RAPIDS

By: _____
Rhonda Sivarajah, Chair
Anoka County Board of Commissioners

By: _____
Its: _____

Dated: _____

Dated: _____

By: _____
Jerry Soma
County Administrator

By: _____
Its: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
Dan Klint
Assistant County Attorney

By: _____
Its: _____

Dated: _____

Dated: _____

EXHIBIT A

That part of Lot 9, Block 1, of Aqua Vista in Anoka County, Minnesota, described as follows:

Commencing on the Westerly line of Lot 9 at a point, 517.2 feet northerly from the South corner of said block 1; thence Northeasterly in a direct line 194 feet more or less to a point on the East line of said Lot 9, said point being 5 feet South of the Northwest corner of Lot 11, Auditor's Subdivision Number 43 in said Anoka County, thence North on said East line of Lot 9 a distance of 184 feet to center of drainage ditch as now existing; thence Southwesterly on said center of drainage ditch 270 feet more or less to Westerly line of said Lot 9; thence Southerly on said Westerly line of Lot 9 a distance of 144 feet to place of commencement, according to the duly recorded plat thereof, together with streets and alleys adjacent thereto vacated or to be vacated, according to the recorded plat thereof, on file and of record in the office of the Registrar of Deeds in and for Anoka County, Minnesota.

Excepting all that part of the foregoing contained within the parcel described in certificate of Title No. 90330.

PIN 35 31 24 11 0016

EXHIBIT B
INSURANCE REQUIREMENTS - Demolition

Bidders/contractors/consultants (hereinafter referred to as the "Contractor") will procure and maintain for the duration of this Agreement/Contract (hereinafter referred to as the "Contract"), insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work herein by the contractor, its agents, representatives, employees or subcontractors. Contract No. C000 3817.

- 1.1 Commercial General Liability and Umbrella Liability Insurance.** Contractors will maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence.
- 1.1.1 CGL Insurance will be written on ISO occurrence form CG 00 01 96 (or a substitute form providing equivalent coverage), and will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.
- 1.1.2 **Anoka County** will be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by Anoka County. There will be no endorsement or modifications of the CGL to make it excess over other insurance available; alternatively, if the CGL states that it is excess or pro-rata, the policy will be endorsed to be primary with respects to the additional insured.
- 1.1.3 Coverage as required in paragraph in 1.1 above will include Per-Project General Aggregate Limit, using ISO form CG 25 03 (or a substitute form providing equivalent coverage).
- 1.1.4 The County's insurance shall be excess of the contractor's insurance and will not contribute to it. The contractor's coverage will contain no special limitations on the scope of protection afforded to the County, its agents, officers, directors, and employees.
- 1.2 Automobile Liability and Umbrella Liability Insurance.** Contractor will maintain automobile liability and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each accident.
- 1.2.1 Automobile insurance will cover liability arising out of any auto (including owned, hired and non-owned autos). If the Contractor does not own any vehicles, Anoka County will accept hired and non-owned autos with a letter from the Contractor stating that it does not own any autos.

1.2.2 Coverage as required in paragraph in 1.2 above will be written on ISO form CA 00 01, or substitute form providing equivalent liability coverage. If necessary, the policy will be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later edition of CA 00 01.

1.2.3 **Waiver of Subrogation.** Contractor waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.2 of this Exhibit.

1.3 **Workers' Compensation Insurance.** Contractor will maintain Workers' Compensation Insurance as required by the State of Minnesota and Employers Liability Insurance with a limits not less than \$1,000,000 Bodily Injury By Accident for each accident, not less than \$1,000,000 Bodily Injury By Disease each employee and not less than \$1,000,000 Bodily Injury By Disease policy limit.

1.3.1 Contractor waives all rights against Anoka County and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employers' Liability or Commercial Umbrella Liability Insurance obtained by Contractor pursuant to paragraph 1.3 of this agreement. Contractor will obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

1.4 **Other Insurance Provisions**

1.4.1 Prior to the start of this Contract, Contractor will furnish Anoka County with a completed copy of Anoka County's certificate of insurance form, which is attached as part of this Exhibit, or as a certificate of insurance and copies of the endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

1.4.2 All certificates will provide for 30 days written notice to Anoka County prior to the cancellation or material change of any insurance referred to in this Contract.

1.4.3 **No Representation of Coverage Adequacy.** By requiring insurance herein, Anoka County does not represent that coverage and limits will necessarily be adequate to protect the Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Anoka County in this Contract.

1.4.4 Failure of Anoka County to demand such certification or other evidence of full compliance with these insurance requirements or failure of Anoka County to identify deficiency from evidence that is provided will not be construed as a waiver of Contractor's obligation to maintain such insurance.

- 1.4.4 Failure to maintain the required insurance may result in termination of this Contract at Anoka County option.
- 1.4.6 Contractor will provide certified copies of all insurance policies required herein within 10 days of Anoka County's written request for said copies.
- 1.4.7 **Cross-Liability coverage.** If Contractor's liability does not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 1.4.8 **Acceptability of Insurers.** Anoka County reserves the right to reject any insurance carriers that are rated less than: A.M. Best rating of A: IV
- 1.4.9 Contractor's insurance agent must sign the form stating that he/she has read the insurance requirement and the insurance provided complies with the insurance requirements as specified in the Exhibit 1.