

# RIGHT OF ENTRY

Owner Fill in Date

This Right of Entry, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between \_\_\_\_\_ ("Owner") and the City of Prior Lake, a Minnesota municipal corporation ("City").

**WHEREAS**, Owner is the fee owner of certain real property located in Scott County, Minnesota, with an address of \_\_\_\_\_PROPERTY ADDRESS THIS ADDRESS LINE WILL BE POPULATED IN YOUR FORM, Prior Lake, MN 55372 ("Real Property").

**WHEREAS**, the City is installing a structural liner to the existing sanitary sewer pipes by entering manholes rather than excavating the pipes in multiple project locations around Upper Prior Lake, Lower Prior Lake, and Spring Lake ("Project").

**WHEREAS**, to complete the Project, the City needs to enter the Real Property described on the enclosed Exhibit A ("Property"), to access the sanitary sewer manholes located generally between the lake and the home of privately owned properties. While the sewer manholes and pipes are located within an existing permanent utility easement owned by the City, the City's contractor will need to use the side yard and other portions of the Owner's property to access the manholes. If damage to private property occurs, the City's contractor will restore or repair the damage as a part of the City project.

**WHEREAS**, the Owner warrants that they have authority to grant the Right of Entry provided herein, free and clear of all other claims.

**WHEREAS**, the Owner is willing to grant the City and its officials, employees, contractors, consultants, experts, and assignees a right of entry on, over, and across, the Real Property to make necessary improvements subject to the terms and conditions of this Right of Entry.

**NOW THEREFORE**, for good and valuable consideration and the mutual covenants and agreements set forth below, it is hereby agreed:

1. The Owner hereby grants the City and its contractors, consultants, experts, or assignees a right of entry on, over, and across, the Real Property per Exhibit A. The Right of Entry shall be for the purposes of performing said work as may be needed to complete the project, including but not limited to: providing sewer cleaning, televising, and inspection, installing the structural pipe liner, placement of cables, hoses, tubes, and other equipment necessary to line the sewer pipes, storage of materials, small vehicles and performing restoration work. This Right of Entry includes the right of the City to remove trees, remove retaining walls, and other landscaping, facilities, or other obstructions in the way necessary for the City to complete their work on the sewer project at the Real Property as shown in Exhibit A and make other temporary and permanent changes to the Real Property.

2. It is the Owners responsibility to remove any obstructions (i.e., fences, walls, landscaping, etc.) near the manholes within the easements prior to the City’s contractor commencing work.
3. The City shall assume all responsibility and liability for the actions and operations of its officials, employees, contractors, consultants, experts, and assignees while performing work on the Real Property in accordance with this Right of Entry.
4. This Right of Entry shall expire and shall have no further force and effect upon final completion of the City Project or no later than Dec 31, 2025.
5. This Right of Entry binds and benefits the parties and their successors and assigns.
6. All work on the Real Property shall be at the City's sole cost and expense.

**IN AGREEMENT**, Owner and City have executed this Right of Entry as of the date first written above.

**OWNER:**

\_\_\_\_\_

Signature

By: Print Name

Its: Owner

2nd Owner Signature (if applicable)

By: Print Name

Its: Owner

**CITY OF PRIOR LAKE**

\_\_\_\_\_  
By: Jason Wedel, City Manager