

AN AGREEMENT TO ALLOW THE CONSTRUCTION OF A SIX (6) FOOT TALL WOOD PRIVACY FENCE THAT ENCROACHES ONTO CITY PROPERTY AND DECLARING TERMS OF PERMIT

WHEREAS, the City of Ramsey (the “City”) received an application from Todd Newlin and Jillian Bonsteel-Newlin (the “Permittee”) for a zoning permit (the “Permit”) to construct a six (6) foot tall wood privacy fence that would encroach onto a portion of City-owned property, identified as Parcel Identification Number 25-32-25-34-0062, which is adjacent to the property generally known as 14290 Dysprosium St NW and legally described as follows:

Lot 1, Block 1, Flintwood Hills 4th Addition, Anoka County, Minnesota.

(the "Subject Property"); and

WHEREAS, the Permittee’s home is located on Lot 1, Block 1 Flintwood Hills 4th Addition and the Permittee is the fee owner of the Subject Property; and

WHEREAS, the City-owned property is legally described as follows:

Park Flintwood Hills 2nd Add, Anoka County, Minnesota

(the “City Property”); and

WHEREAS, there is an existing fence (the “Existing Fence”) along the common property line of the Subject Property and the City Property that, moving from east to west, angles slightly away from the common property line about two (2) to three (3) feet onto the City Property; and

WHEREAS, City Code Section 117-111 requires that fencing be located 100% on the fence-owner’s property.

WHEREAS, the Permittee is proposing to install a new, six (6) foot tall wood privacy fence (the “New Fence”) around the side and rear perimeter of the Subject Property and would like to ‘tie-in’ to the Existing Fence, which would result in the New Fence encroaching on the City Property near the western end of the common property line.

NOW THEREFORE, BE IT RESOLVED BY THE ZONING ADMINISTRATOR OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA as follows:

1. That this agreement (the “Agreement”) shall permit the **New Fence** to be constructed across the common property line of the **Subject Property** and the **City Property** to connect with the **Existing Fence**.
2. That the **Permittee** shall be responsible for any and all maintenance and repairs that may be necessary or required for both the **Existing Fence** and the **New Fence** approved by the **Permit**.

