
ENCROACHMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made this _____ day of _____, 2012, by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota (“City”), and L. H. Road, LLC, a Minnesota limited liability company under the laws of the State of Minnesota and their successors and assigns (“Landowners”).

RECITALS:

WHEREAS, Landowners are the fee owner of the real property located at 14485 Azurite Street N.W., Ramsey, Minnesota and legally described as follows:

Lot 1, Block 1, Sunfish Lake Business Park Third Addition, according to the recorded plat thereof, Anoka County, Minnesota.

and made a part hereof (“Property”); and

WHEREAS, the City currently has Drainage and Utility Easements (“Easements”) over, under and across a portion of the Property, pursuant to Easements dedicated to the public pursuant to the Plat known as “Sunfish Lake Business Park Third Addition” recorded in the Office of the County Recorder, Anoka County, Minnesota, which Easements are shown on Exhibit “A” attached hereto and made a part hereof.

WHEREAS, Landowners seek permission from the City to encroach upon the Easements by placing a structure which is located _____ feet from the westerly line of the Property and

_____ feet from the southerly line of the Property for the purpose of installing a sign, all as shown on Exhibit “A” attached hereto (the “Improvements”). The said “Sign” may not exceed six (6) feet by three (3) feet in size.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. The City hereby approves an encroachment on and over the Easements by Landowners for the purposes of constructing the Improvements over that part of the Easements as shown in Exhibit “A” subject to the terms of this Agreement.

2. Nothing in this Agreement shall be deemed a waiver or abandonment of the City’s rights under the Easements.

3. The Landowners shall be responsible for all costs relating to construction, maintenance and repair of the sign and shall obtain all permits required by the City for the construction of the Improvements, all of which Improvements shall be constructed by Landowners in accordance with Plans and Specifications approved by the City (“Plans and Specifications”).

4. Landowners hereby agree that any work done by the Landowners according to the Plans and Specifications with regard to any public utility including, but not limited to, the City’s storm sewer system will be warranted for a period of one (1) year from the date of the completion and approval of the City Engineer (“Warranty Period”). During the Warranty Period, Landowners shall at the City’s request, repair and/or reconstruct any portion of the storm sewer system materially damaged by Landowners, its contractors and/or agents during the construction of the Improvements.. If Landowners fail to repair or to dispute the repair of the City’s storm sewer system damaged by Landowners during erection of the Improvements within the Easement area within sixty (60) days from the date of written notice or sooner in the event that it is an emergency, then the City may enter upon the Property and make all necessary repairs and Landowners shall pay to the City all of the direct hard costs incurred by the City to repair the same.

5. Landowners further agree that if the City, during its normal construction, reconstruction, maintenance and/or repair of the public utilities of the City located within the Easements, including, but not limited to, watermain, sanitary sewer and/or storm sewer systems, deems it necessary and expedient to excavate within the Easements, that Landowners shall be responsible for removing, reconstructing and/or repairing the Improvements all in accordance with the Plans and Specifications, and the City's only obligation shall be to provide reasonable notice to Landowners to remove the Improvements and to fill the excavated area and level the same to the grade that it was prior to the City's excavation. Notwithstanding the above, in the event the City finds it is necessary to completely and totally restore easement area, the landowner agrees to remove the Improvements they have placed in the Easements. Landowners will promptly comply with said removal request at their expense and will remove the Improvements with-in sixty (60) days of the written request by the City.

6. In the event that Landowners fail to take any action required in this Agreement and the City is required to repair, reconstruct or take other actions to maintain the City's utilities, including the watermain, sanitary sewer and/or storm sewer systems as a result of the Landowner's actions in making the Improvements, and the City incurs any cost directly related thereto, the Landowners agree that if Landowners fail to pay the City, that the City may take any and said actions permitted by law to collect the same and the City may further levy an assessment against the Property for all costs incurred by the City.

7. Landowners and their successors and assigns do hereby agree to defend, indemnify, and hold the City harmless from any and all costs and expenses, all claims and liability, including reasonable attorney's fees, incurred by the City directly relating to or arising from the Landowners' encroachment on the Easements for the construction, maintenance, use, and operation of the Improvements.

8. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following:

TO CITY: Jo Thieling, City Clerk
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

TO LANDOWNERS: L. H. Road, LLC
14485 Azurite Street N.W.
Ramsey, MN 55303

or to any successors or assigns of the Landowners or City, or any future address of the Landowners or City, if Landowners or City gives the other party notice of said change of address as provided pursuant to the provision for notice herein.

9. This Agreement shall be recorded against the title to the Property.

CITY OF RAMSEY

By: _____
Bob Ramsey, Mayor

By: _____
Jo Thieling, City Clerk

LANDOWNERS:

By: _____

Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Bob Ramsey and Jo Thieling, respectively the Mayor and City Clerk of the City of Ramsey, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by John Burgeson, Chief Manager, of L. H. Road, LLC, a Minnesota limited liability company.

Notary Public

EXHIBIT "A"
Area of Encroachment

_____ feet from the southerly line of the Property and _____ feet from the westerly line of the Property.