
ENCROACHMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made this _____ day of _____, 20___, by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota (“City”), and **Jesse R Verbeek and Dana L Verbeek**, husband and wife, and their successors and assigns (“Landowners”).

RECITALS:

WHEREAS, Landowners are the fee owner of the real property located at 6012 146th Ave. NW, Ramsey, Minnesota and legally described as follows:

Lot 14, Block 2, VILLAGE OF SUNFISH LAKE 2ND 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 “VILLAGE OF SUNFISH LAKE 2ND 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 five (5) feet from the most east line of the Property

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 shed 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 agrees 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 and associated ponding area will be warranted for a period of one (1) year from the date of the completion and approval of the City Engineer (“Warranty Period”). Landowners shall at the City’s request, repair and/or reconstruct any portion of the storm sewer system and associated ponding area damaged or filled by Landowners, its contractors and/or agents during the construction of the Improvements and during the Warranty Period. If Landowners fail to repair the City’s storm sewer system and associated ponding 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 cost 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 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.

Landowner will promptly comply with said removal request at their expense and will remove the Improvements with-in 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, the Landowners agree that if Landowners fail to pay the City, that the City may take any and all 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. Landowners waive any and all rights to challenge or appeal the assessment.

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 attorney's fees, relating to or arising from granting to the Landowners the permission to encroach on the Easements for the construction, maintenance, use, and operation of the Improvements, including third party claims against flooding issues that may occur due to filling within the drainage/ponding easement.

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

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
200____, by Jesse R. Verbeek and Dana L. Verbeek, husband and wife.

Notary Public

EXHIBIT "A"
Area of Encroachment

The west 5.00 feet of the east 10.00 feet of Lot 14, Block 2, VILLAGE OF SUNFISH LAKE 2ND ADDITION, Anoka County, Minnesota, lying northerly of the south 10.00 feet and southerly of the north 10.00 feet thereof.

