

---

---

**ENCROACHMENT AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is made this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota (“City”), and **Vasily Vlasyuk**, a private individual, its successors and assigns (“Landowner”).

**R E C I T A L S:**

**WHEREAS**, Landowner is the fee owner of the property described as follows:

**Lot 1, Block 1, RIVER PINES 6<sup>TH</sup> ADDITION** (the “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 “River Pines 6<sup>th</sup> 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**, Landowner seeks permission from the City to encroach upon the Easements for the purpose of installing a deck, as shown on Exhibit “B” attached hereto (the “Improvement”).

**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 Landowner for the sole purpose of installing a deck.
2. Nothing in this Agreement shall be deemed a waiver or abandonment of the City’s rights granted by the Easements.
3. Landowner shall be responsible for all costs relating to construction, maintenance and repair of the Improvement, including but not limited to, removal of any portion of the deck in the Easements, and shall obtain all permits required by the City for the construction of the Improvement, which shall be constructed by Landowner in accordance with plans and specifications approved by the City (“Plans and Specifications”).
4. Landowner shall at the City’s request, repair and/or reconstruct any of the City’s public utilities located within the Easements damaged by Landowner, its contractors and/or

agents during the construction and or subsequent maintenance of the Improvement. If Landowner fails to repair the said City's utilities within sixty (60) days from the date of written notice to Landowner or sooner in the event that it is an emergency, then the City may make all necessary repairs and Landowner shall pay to the City all of the cost incurred by the City to repair the same.

5. Landowner further agrees that if the City, during its normal construction, reconstruction, maintenance and/or repair of its public utilities located within the Easements deems it necessary and expedient to excavate within the Easements, and which affects the Improvements, that Landowner shall be responsible for reconstructing and/or repairing the Improvement 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.

6. In the event Landowner fails 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, as a result of the Landowner's actions in making the Improvement, and the City incurs any cost, the Landowner agrees that if Landowner fails 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. Landowner waives any and all rights to challenge or appeal the assessment.

7. Landowner and its successors and assigns does 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 out of the grant of the Landowner of permission to encroach on the Easements for the construction, maintenance, use, and operation of the Improvement.

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:** City Administrator  
City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

**TO LANDOWNER:** Vasily Vlasyuk  
15881 Lithium St NW  
Ramsey, MN 55303

or to any successors or assigns of the Landowner or City, or any future address of the Landowner or City, if Landowner 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.



**EXHIBIT "A"**

Drawing of Easements:

**EXHIBIT "B"**

Drawing of Proposed Improvements: