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**ENCROACHMENT AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is made this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota (“City”), and \_\_\_\_\_, private individuals, 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: (Insert Legal Description) and commonly known as (Insert Street Address) (the “Property”), on which real property is proposed to be built a fence which once constructed according to the approved plans will encroach upon the City’s recorded Drainage and Utility Easement; and

**WHEREAS**, the City currently is the owner of 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 (Insert Plat Name) recorded in the Office of the County Recorder, Anoka County, Minnesota; and

**WHEREAS**, Landowner seeks permission from the City to encroach upon the Easements for the purpose of installing a fence, as depicted upon the approved site plan attached hereto as Exhibit “A” (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 the Improvement.
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 recording this Agreement and for the construction, maintenance, removal and/or replacement of the Improvement, including but not limited to, removal of any portion of the Improvement upon Notice from the City pursuant to this Agreement and shall obtain all permits required by the City for the construction of the Improvement, which shall be constructed by Landowner in accordance with the approved site plan drawing.
4. Landowner agrees to construct the Improvement in such a manner that will not damage the City's public utilities including underground or at-grade storm water conveyance and drainage systems (i.e. all posts and post footings will be hand dug).
5. Landowner agrees to install and maintain the Improvement in such a manner that will not obstruct or redirect overland storm water flow.
6. If at any time the Landowner damages the City's public utilities, Landowner shall immediately notify the City. 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, removal or replacement of the Improvement. If Landowner fails to repair the said City's utilities within thirty (30) 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.
7. 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.

8. Landowner agrees to provide the City, its representatives and designees reasonable access to the Easement over the Property at all times as may be necessary to maintain and inspect the storm water conveyance and drainage system.

9. 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.

10. If at any time in the judgment of the City the Improvement presents a hazard to the public, the City may take such action as the City shall consider appropriate to render the Improvement safe or to make the area in which the Improvement is present safe for public use. The City may order the repair or removal of the Improvement, or may take whatever other action appears appropriate. Any expenses incurred as a result of action by the City shall be paid by the Landowner.

11. Landowner 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.

12. 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:**           XXXXXXXXXX

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.

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

**CITY OF RAMSEY**

By: \_\_\_\_\_  
Sarah Strommen, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Kurtis G. Ulrich, City Administrator

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF ANOKA        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Sarah Strommen and Kurtis G. Ulrich, respectively the Mayor and City Administrator 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

**LANDOWNER:**

**XXXXXXXXXX**

**XXXXXXXXXX**

By: \_\_\_\_\_

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, as private individuals.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:  
William K. Goodrich, Attorney at Law  
RANDALL, GOODRICH, AND HAAG P.L.C.  
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Anoka, MN 55303  
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**EXHIBIT "A"**

Approved Site Plan Drawing