

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #15-04-098

A RESOLUTION APPROVING AN ENCROACHMENT AGREEMENT FOR A DECK TO PARTIALLY ENCROACH INTO A DRAINAGE AND UTILITY EASEMENT AND DECLARING TERMS OF SAME.

WHEREAS, Mark E. and Debra L. Lacross (the “Landowner”) are the fee owners of the real property located at 16901 Kamacite St. NW, Ramsey, Minnesota and legally described as follows:

Lot 6, Block 2, Brookfield 4th Addition, according to the recorded plat thereof, Anoka County, Minnesota.

(“Property”); and

WHEREAS, the City of Ramsey (the “City”), currently has Drainage and Utility Easements (“Easements”) over, under and across a portion of the Property, as dedicated to the public pursuant to the Plat known as “Brookfield 4th Addition” recorded in the Office of the County Recorder, Anoka County, Minnesota; and

WHEREAS, Landowner seeks permission from the City to partially encroach upon the Easements by constructing a fourteen foot by sixteen foot (14’ x 16’) deck (the “Deck”) off the rear wall of the home. The Deck would be located approximately 100 feet from the most East line of the Property, twenty (20) feet from the most South line of the Property and forty-one (41) feet from the North most line of the Property, all as shown on Exhibit “A”.

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 purposes of constructing a cantilevered Deck over that part of the Easements as shown in Exhibit “A” subject to the terms of this Agreement. The Deck footings cannot be within the Easements.

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

3. The Landowner shall be responsible for all costs relating to use, maintenance and repair of the Deck.

4. Landowner agrees 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, Landowner shall be responsible for

removing, reconstructing and/or repairing the Deck 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 Deck that has been placed in the Easements. Landowner will promptly comply with said removal request at their expense and will remove the Deck within sixty (60) days of the written request by the City.

5. In the event that 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 use and maintenance of the Deck, the City may take any and all actions permitted by law to collect the costs of those repairs 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.

6. Landowner and his 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 the Landowner permission to encroach on the Easements for the maintenance, use, and operation of the Deck, including third party claims against flooding issues that may occur due to filling within the drainage easement.

7. 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 LANDOWNER: Mark E. and Debra L. Lacross
16901 Kamacite 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.

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

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 14th day of April, 2015.

CITY OF RAMSEY

By: _____
Sarah Strommen, Mayor

By: _____
Jo Thieling, City Clerk

LANDOWNER

By: _____
Mark E. Lacross

By: _____
Debra L. Lacross

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Sarah Strommen 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 _____, 20__, by Mark E. and Debra L. Lacross.

Notary Public

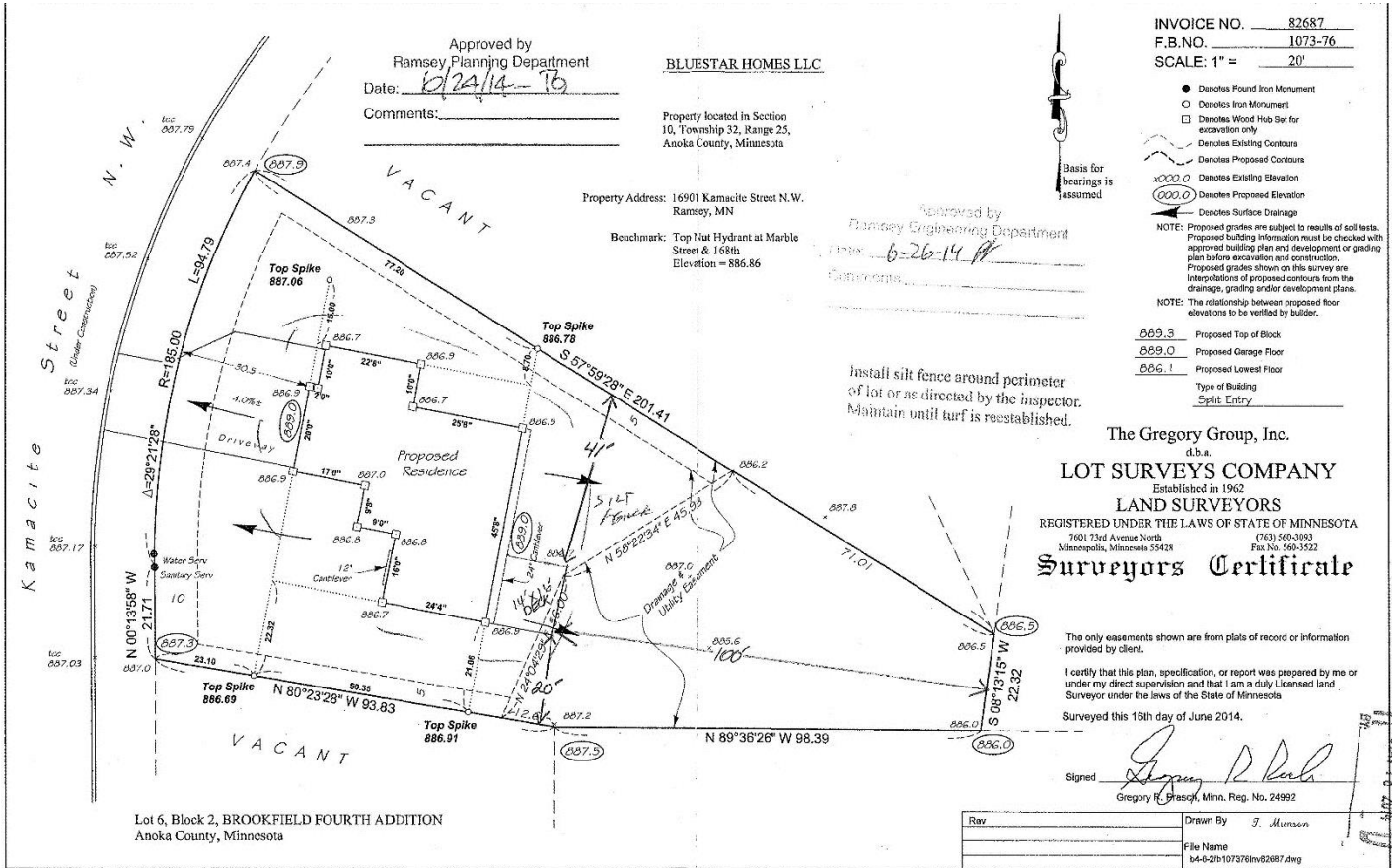
Drafted by:
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

Reviewed by:
Ratwik, Roszak & Maloney, P.A.
730 Second Ave. S., Suite 300
Minneapolis, MN 55402

EXHIBIT "A"

Area of Encroachment of Deck

100 feet from the east line of the Property, forty-one (41) feet from the north line of the Property,
and twenty (20) feet from the south line of the Property.



Approved by
Ramsey Planning Department
Date: 6/24/14 - TB
Comments: _____

BLUESTAR HOMES LLC
Property located in Section
10, Township 32, Range 25,
Anoka County, Minnesota

Property Address: 16901 Kamacite Street N.W.
Ramsey, MN
Benchmark: Top Nut Hydrant at Marble
Street & 168th
Elevation = 886.86

Approved by
Ramsey Engineering Department
Date: 6-26-14 RB
Comments: _____

Install silt fence around perimeter
of lot or as directed by the inspector.
Maintain until turf is reestablished.

INVOICE NO. 82687
F.B. NO. 1073-76
SCALE: 1" = 20'

- Denotes Found Iron Monument
- Denotes Iron Monument
- Denotes Wood Hub Set for excavation only
- Denotes Existing Contours
- - - Denotes Proposed Contours
- 1000.0 Denotes Existing Elevation
- 000.0 Denotes Proposed Elevation
- Denotes Surface Drainage

NOTE: Proposed grades are subject to results of soil tests. Proposed building information must be checked with approved building plan and development or grading plan before excavation and construction. Proposed grades shown on this survey are interpolations of proposed contours from the drainage, grading and/or development plans.

NOTE: The relationship between proposed floor elevations to be verified by builder.

- 009.3 Proposed Top of Block
 - 009.0 Proposed Garage Floor
 - 006.1 Proposed Lowest Floor
- Type of Building
Split Entry

The Gregory Group, Inc.
d.b.a.
LOT SURVEYS COMPANY
Established in 1962
LAND SURVEYORS
REGISTERED UNDER THE LAWS OF STATE OF MINNESOTA
7601 73rd Avenue North (763) 560-3093
Minneapolis, Minnesota 55428 Fax No. 560-3522

Surveyors Certificate

The only easements shown are from plats of record or information provided by client.

I certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Surveyed this 16th day of June 2014.

Signed Gregory R. Brasch
Gregory R. Brasch, Minn. Reg. No. 24992

Rev	Drawn By <u>J. Munson</u>
	File Name
	04-0-20107376lm62687.dwg