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**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 **MICHAEL L. SWANSON and DIANA J. SWANSON**, husband and wife, and their successors and assigns (“Landowner”).

**RECITALS**

**WHEREAS**, Landowner is the fee owner of the real property located at 8077 155<sup>th</sup> Lane N.W., Ramsey, Minnesota, and legally described as follows:

**Lot 2, Block 2, The North Forty 3<sup>rd</sup> Addition, according to the recorded plat thereof, Anoka County, Minnesota.**

(“Property”); and

**WHEREAS**, 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 “The North Forty 3<sup>rd</sup> Addition” recorded in the Office of the County Recorder, Anoka County, Minnesota; and

**WHEREAS**, Landowner seeks permission from the City to encroach upon the Easements by using and maintaining an existing septic system and deck (dimensions of upper deck are sixteen feet by twenty-five feet [16’ x 25’] and dimensions of lower deck are eight feet by

nineteen feet [8' x 19'], including the stairway). The upper and lower decks (the "Deck") are located as shown on Exhibit "A," and the septic system (the "Septic System") is located on the Property as shown on Exhibit "B."

**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 using the existing Deck and Septic System over that part of the Easements as shown in Exhibits "A" and "B" subject to the terms of this Agreement.

2. Landowner shall not expand the Deck in width, depth, or height unless approved in writing by the City. If the Deck is demolished, destroyed, or substantially replaced, any replacement deck shall not encroach upon the Easements without written consent of the City. If the Septic System fails or is otherwise replaced, the replacement system shall not encroach upon the Easements without written consent of the City.

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

4. The Landowner is responsible for all costs relating to use, maintenance and repair of the Deck and Septic System.

5. Landowner agrees that if the City, during its normal construction, reconstruction, maintenance and/or repair of the public utilities 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/or Septic System. 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 restore the easement area, the Landowner agrees to remove the Deck and/or Septic System that has been placed in the Easements. Landowner will promptly comply with said removal request

at his/her expense and will remove the Deck and/or Septic System within sixty (60) days of the written request by the City.

6. 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 Structure, 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.

7. 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 Structure, including third party claims against flooding issues that may occur due to filling within the drainage 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

**TO LANDOWNER:** Michael L. and Diana J. Swanson  
8077 155<sup>th</sup> Lane N.W.  
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.



7550 Sunwood Dr NW  
Ramsey, MN 55303

730 Second Ave. S., Suite 300  
Minneapolis, MN 55402

**EXHIBIT "A"**  
**Area of Encroachment of Deck**

**LOT SURVEYS COMPANY, INC.**

LAND SURVEYORS

REGISTERED UNDER LAWS OF STATE OF MINNESOTA

7601 - 73rd Avenue North

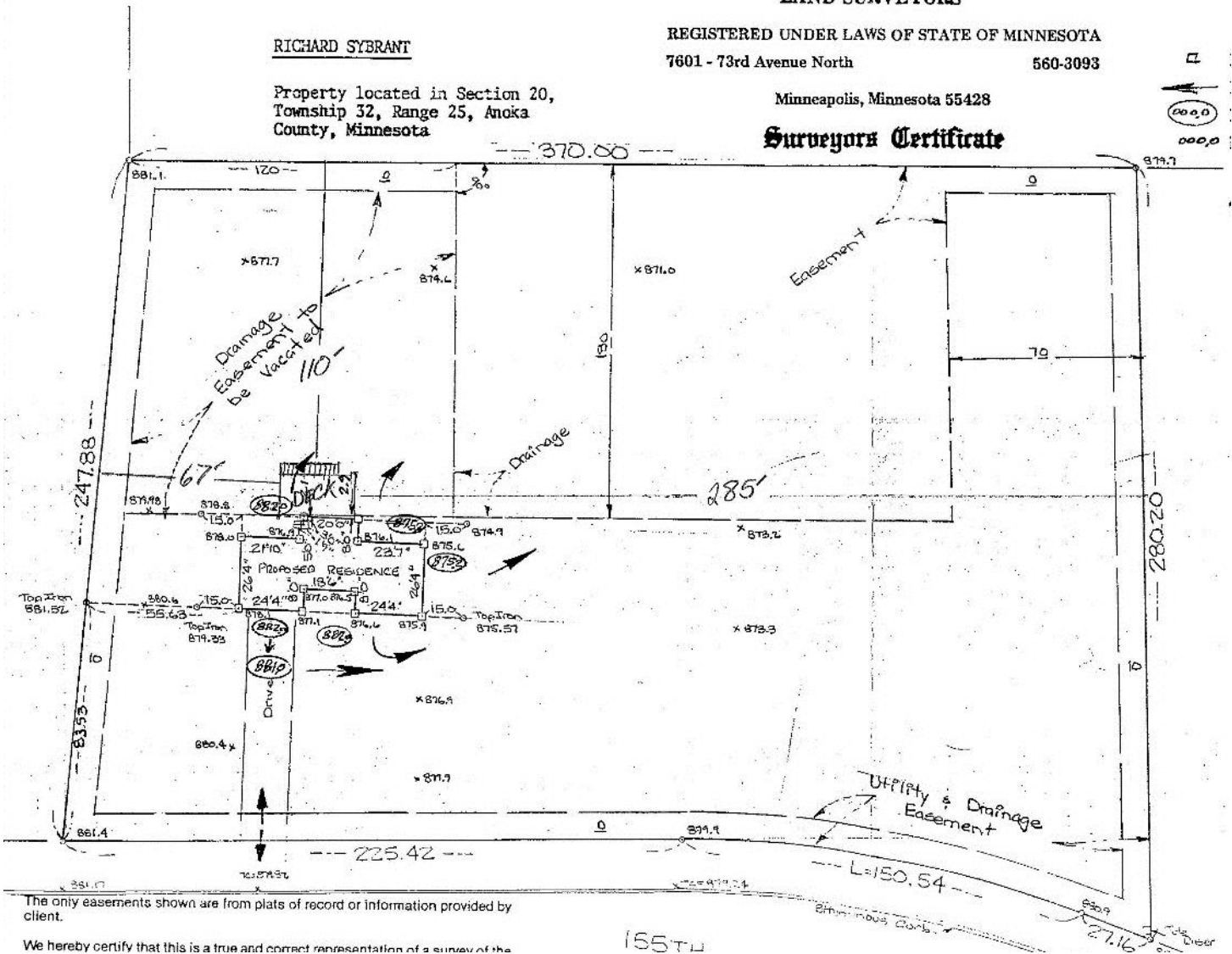
560-3093

Minneapolis, Minnesota 55428

RICHARD SYBRANT

Property located in Section 20,  
 Township 32, Range 25, Anoka  
 County, Minnesota

**Surveyors Certificate**



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

We hereby certify that this is a true and correct representation of a survey of the

EXHIBIT "B"

Area of Encroachment of Septic System

(Indicate location of house, tank, drainfield, property line and well.)

