
ENCROACHMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made this _____ day of _____, 2015, by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota (“City”), and **Courtney A. Stuart and Douglas A. Stuart**, and their successors and assigns (“Landowner”).

RECITALS:

WHEREAS, Landowner is the fee owner of the real property located at 6184 146th Lane NW, Ramsey, Minnesota and legally described as follows:

Lot 1, Block 1, The Villages of Sunfish Lake Village 2nd 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 Villages 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, Landowner seeks permission from the City to encroach upon the Easements by using and maintaining a twelve foot by eighteen foot (12 x 18) Patio as shown on Exhibit “A” (the “Patio”).

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 and maintaining an at-grade Patio over that part of the Easements as shown in Exhibit “A” subject to the terms of this Agreement. Landowner shall not expand the existing Patio in width, depth or height unless approved in writing by the City. If demolished or destroyed, any replacement structure shall not encroach upon 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 Patio.

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 Patio 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 Patio that has been placed in the Easements. Landowner will promptly comply with said removal request at their expense and will remove the Patio 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 Patio, 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 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 the Landowner permission to encroach on the Easements for the maintenance, use, and operation of the Patio, including third party claims against flooding issues that may occur due to filling within the drainage/ponding easement. In addition, Landowner acknowledges that construction of the Patio increases the impervious surface area of the Property and may adversely affect the drainage of water away from the home. Landowner expressly assumes the risk of water infiltrating the home as a result of Patio construction, and waives any and all claims against the City relating to or arising out of damage caused by moisture entering or otherwise adversely affecting Landowner's home.

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: Douglas A. and Courtney A. Stuart
6184 146th Avenue 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.

CITY OF RAMSEY

By: _____
Sarah Strommen, Mayor

By: _____
Jo Thieling, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

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

LANDOWNER:

By: _____
Douglas A. Stuart

By: _____
Courtney A. Stuart

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Douglas A. Stuart, a married person.

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Courtney A. Stuart, a married person.

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

Certificate of Survey

for ~



NOTES:

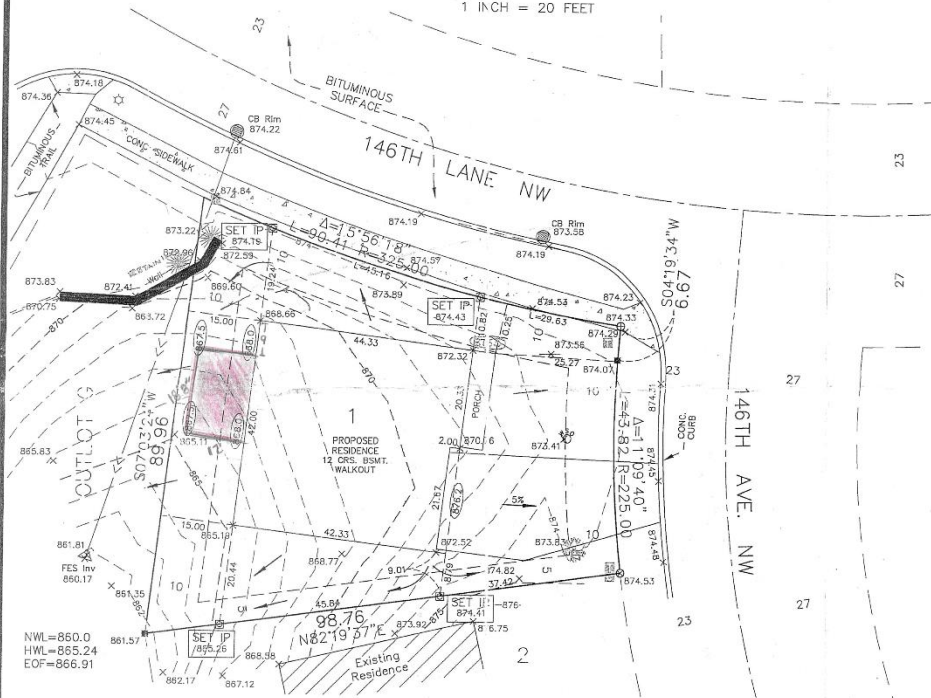
1. Contractor to verify all building dimensions and elevations.
2. In providing this boundary survey no attempt has been made to obtain or show data concerning existence, size, depth, condition, capacity or location of any utility existing on the site, whether private, municipal or public owned.
3. The professional surveyor has made no investigation or independent search for easements of record, encumbrance, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
4. Square footage of lot is 6,233 sq. ft. or 0.14 acres.
5. This lot is in Section 26 Township 32 Range 25
6. Builder/Owner place retaining walls as needed.
7. House pad needs to be cleared - YES NO

PROPOSED ELEVATIONS

- Lowest Floor Elevation: 868.5
- Top of Block Elevation: 876.5
- Garage Slab Elevation: 876.2
- Walkout Elevation: 868.5



1 INCH = 20 FEET



Lot 1, Block 1
THE VILLAGE OF SUNFISH LAKE 2ND ADD.

ANOKA COUNTY, MINNESOTA

Subject to easements of record, if any.

I hereby certify that this survey, plan 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.

Charles R. Christopherson

Charles R. Christopherson, MN License No. 18420

06/27/14

Date



Job No.: 3660.277

Jun 27, 2014 - 9:19am sstfm
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LEGEND

- = Iron monument found
- = Iron monument set and marked with license No. 18420.
- x 800.0 = Denotes existing elevation
- 800.0 = Denotes proposed elevation from grade or development plan
- 5' — = Denotes drainage & utility easement
- = Denotes drainage arrow
- ⊗ = Denotes offset monument
- Bearings shown are assumed
- 800.0 — = Denotes proposed contour from development or grading plan
- 800.0 = Denotes as-built elevation
- SF — = Denotes silt fence