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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 **Frank J. and Dorothy Frederick**, and their successors and assigns (“Landowner”).

**RECITALS:**

**WHEREAS**, Landowner is the fee owner of the real property located at 17209 Tungsten St. NW, Ramsey, Minnesota and legally described as follows:

**Lot 7, Block 5, Fox Ridge Estates, subject to easement of record, 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 “Fox Ridge Estates” 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; and

**WHEREAS**, the Property has an existing attached garage (“Garage”) with two existing driveways, one concrete and one class V material which leads to a land area of class V material to the north of the Garage; and

**WHEREAS**, the current class V driveway and parking space (“Driveway”) was constructed before the current Landowner purchased the Property and are located in an easement and does not meet the required setbacks from the northerly boundary of the Property; and

**WHEREAS**, Landowner proposes to replace the current class V driveway with a permanent concrete driveway to Garage and parking space as shown on Exhibit “A;” and

**WHEREAS**, Landowner was granted a Variance from the City per Resolution #15-07-165 to encroach upon the required driveway setback for properties in the R-1 Residential District and an Easement located along the northerly boundary of the Property by a distance of five (5) feet and angling back towards the northerly Property boundary to the parking space 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 Driveway over that part of the Easements as shown in Exhibit “A” subject to the terms of this Agreement. Landowner shall not encroach upon the Easements greater than what is shown on Exhibit “A.”
2. Nothing in this Agreement shall be deemed a waiver or abandonment of the City’s rights under the Easements.
3. Landowner shall be responsible for all costs relating to use, maintenance and repair of the Driveway.
4. Landowner agrees to maintain positive drainage on the Subject Property and existing grades at the property line so as not to negatively impact property to the north.
5. 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 Driveway 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 Driveway that has been placed in the Easements. Landowner will promptly comply with said removal request at his expense and will remove the Driveway and Parking Space 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 Driveway and Parking Space, 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 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 Driveway, 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:** Frank J. and Dorothy Frederick  
17209 Tungsten 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.

**CITY OF RAMSEY**

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

By: \_\_\_\_\_  
Jo Thieling, City Clerk

**LANDOWNER:**

By: \_\_\_\_\_  
Frank J. Frederick

By: \_\_\_\_\_  
Dorothy Frederick

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Frank J. Frederick and Dorothy Frederick.

\_\_\_\_\_  
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"

## Site Plan

**CARNE & ASSOCIATES**  
**LAND SURVEYORS, INC.**  
 17720 Highway 65 N.E. - Ham Lake, Minnesota 55304  
 434-7848

CERTIFICATE OF SURVEY FOR: CHRIS GALLAGHER  
 LEGAL DESCRIPTION: Lot 7, Block 5, FOX RIDGE ESTATES, according to the  
 recorded plat thereof, Anoka County, Minnesota.

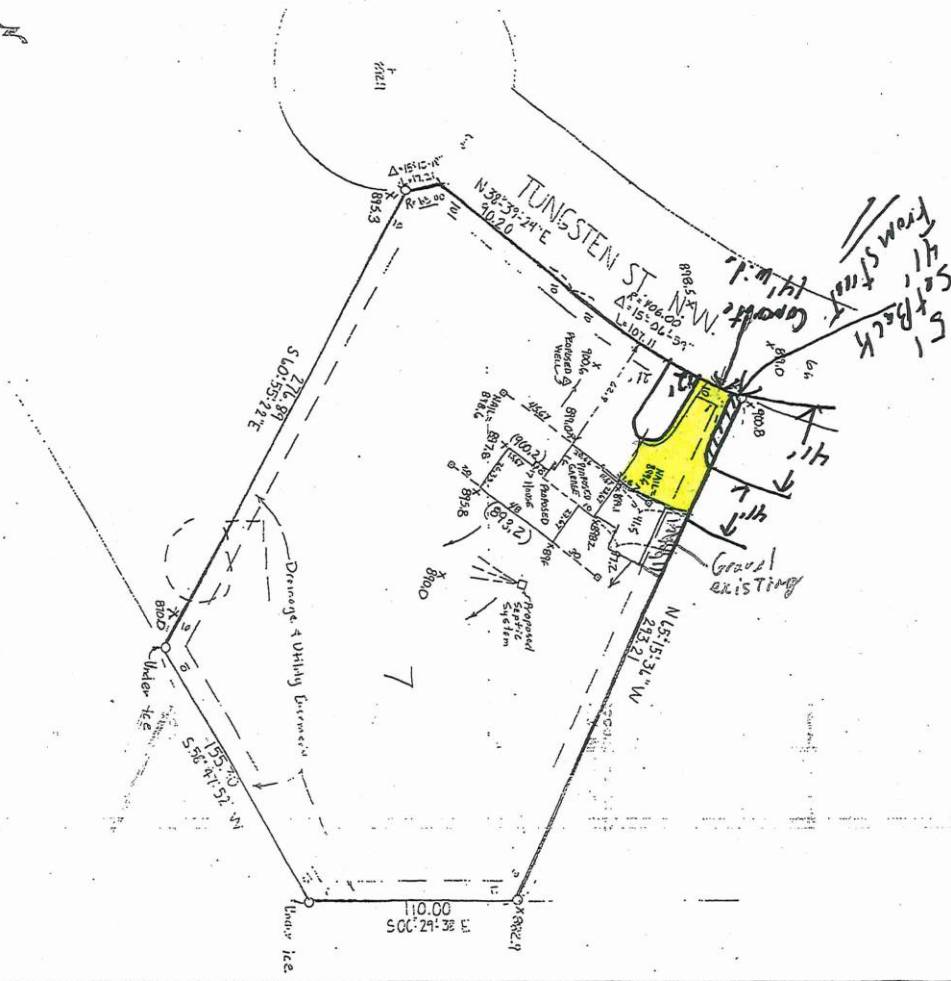
SCALE: 1 INCH = 100 FEET  
 0 POINTS FOR IRONING EQUIPMENT  
 REMAINS SHOWN ARE ASSUMED.  
 8/20/15 GAI JMH 2ET



89.50X Denotes Existing Elevation  
 (89.50) Denotes Proposed Elevation  
 ← Denotes Direction of  
 Proposed Surface Drainage  
 Proposed Top of Road, H.I. = 90.2, 3  
 Proposed Garage Floor H.I. = 90.0, 5  
 Proposed Bmtl. Floor H.I. = 89.3, 5

I HEREBY CERTIFY THAT THIS SURVEY PLAN,  
 AND THE DATA THEREON, WERE PREPARED  
 BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A  
 DULY REGISTERED LAND SURVEYOR UNDER  
 THE LAWS OF THE STATE OF MINNESOTA.  
 DATE: 7/26/15  
 [Signature]

NOTE:  
 Verify all setback requirements  
 and proposed building elevations  
 for compliance with all  
 requirements before construction.



PREPARED BY: FRANK & DOROTHY FREDERICK  
 DATE: July 9, 2015