ENCROACHMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made this 25th day of April, 2017, by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota ("City"), and **Steve and Christine Roeder**, husband and wife, and their successors and assigns ("Landowner").

RECITALS:

WHEREAS, Landowner is the fee owner of the real property located at 15359 Zuni Court NW, Ramsey, Minnesota, and legally described as follows:

> Lot 9, Block 1, Highlands at River Park 4th Addition, Except that part of said lot lying easterly of following described line: Commencing at the northwest corner of Lot 10 said Block 1, thence westerly along westerly extension of north line of said Lot 10 35.73 feet to point of beginning of said line, thence southerly 134.09 feet to southwest corner of said Lot 10 and said line there terminating, 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 "HIGHLANDS AT RIVER PARK 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 to construct a ten foot by twelve foot (10' x 12') shed (the "Shed") positioned near the northwest corner of the Property 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 and maintaining the Shed over that part of the Easements as shown in Exhibit "A" subject to the terms of this Agreement.

2. Landowner shall not expand the Shed in width, depth, or height unless approved in writing by the City. If the Shed is demolished, destroyed, or substantially replaced, any replacement 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 Shed.

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 that portion of the Shed within the Easements. 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 that portion of the Shed that has been placed in the Easements. Landowner will promptly comply with said removal request at their expense and will remove the Shed 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 Shed, 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/her 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 Shed, 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: Steve and Christine Roeder
15359 Zuni Ct 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.

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

CITY OF RAMSEY

By: _____ By: _____
Sarah Strommen, Mayor Kurtis Ulrich, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20_____, by Sarah Strommen and Kurtis 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:

By: _____ By: _____
Steve Roeder Christine Roeder

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Steve and Christine Roeder.

_____
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
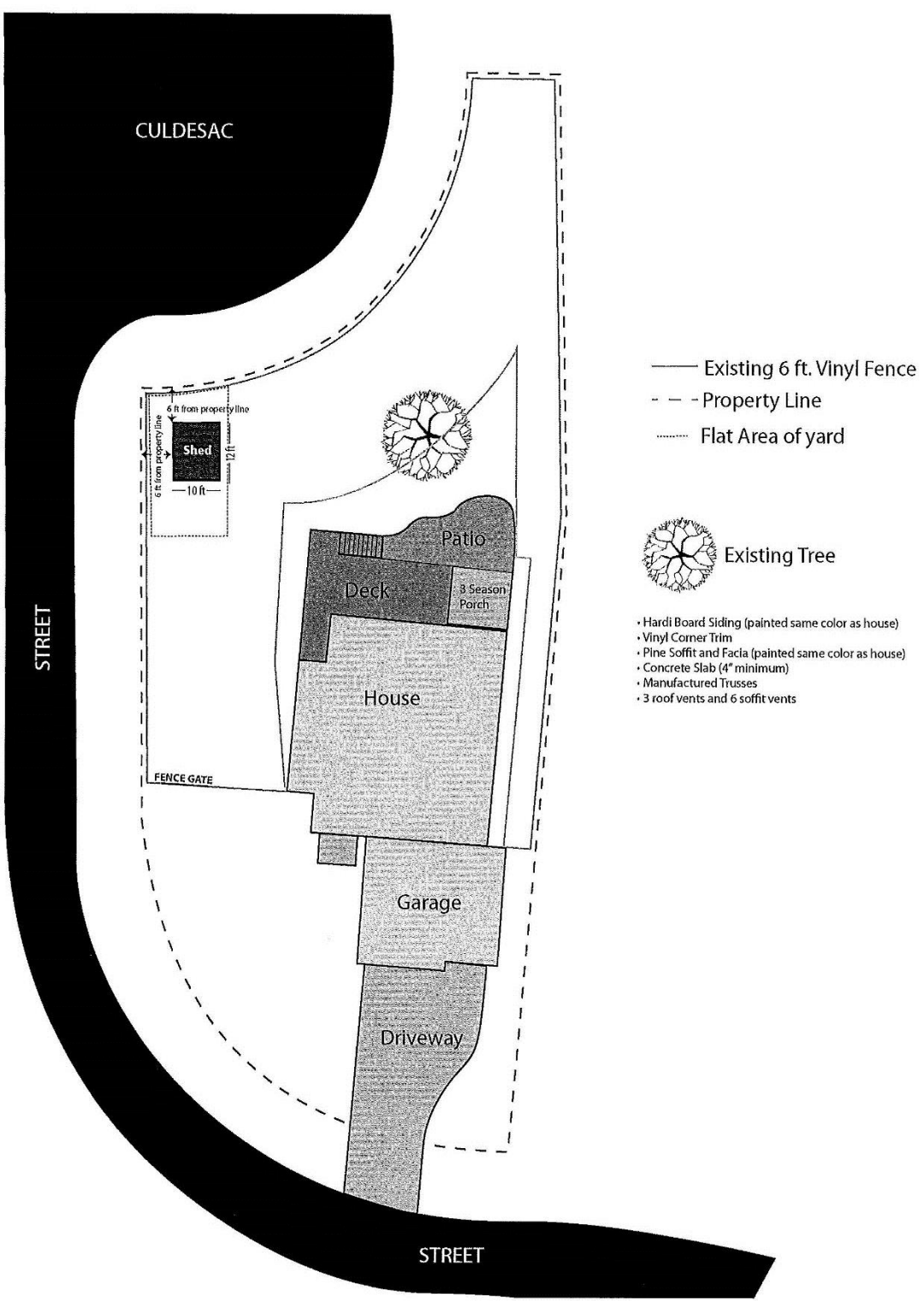
EXHIBIT "A"
Area of Encroachment of Deck