
ENCROACHMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made this _____ day of _____, 2020, by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota (“City”), and **Armstrong West Retail Mall, LLC**, as well as their successors and assigns (collectively, the “Landowner”).

RECITALS:

WHEREAS, Landowner is the fee owner of the real property generally known as 8019 146th Ave NW, Ramsey, Minnesota and legally described as follows:

Lot 2, Block 1, West Armstrong Addition, according to the recorded plat thereof, Anoka County, Minnesota.

(the “Property”); and

WHEREAS, the City currently has Drainage and Utility Easements over, under and across a portion of the Property, as dedicated to the public pursuant to the Plat known as “West Armstrong 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 Drainage and Utility Easements (the “Easements”) to install and maintain a seventy-five (75) foot tall monument sign for which they received a Conditional Use Permit (CUP) (the “Sign”).

WHEREAS, the Sign would be located on the southeast corner of the Property as shown on Exhibit “B” and Exhibit “C”.

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 installing and maintaining the Sign as shown on Exhibit “B” over that part of the Easements as shown in Exhibit “C” subject to the terms of this Agreement. Landowner shall not expand the Sign in size or height unless approved in writing by the City and no change in the existing grade by Landowner is allowed under this Agreement.

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 Sign.

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 Sign 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 Sign that has been placed in the Easements. Landowner will promptly comply with said removal request at their expense and will remove the Sign 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 Sign, 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 Sign.

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: Colleen Lasher, City Clerk
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

TO LANDOWNER: Armstrong West Retail Mall, LLC
Attn: Matt Kuker
7533 Sunwood Drive NW, Suite 315
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 and shall be enforceable against Landowner's successors and assigns.

CITY OF RAMSEY

By: _____
John LeTourneau, Mayor

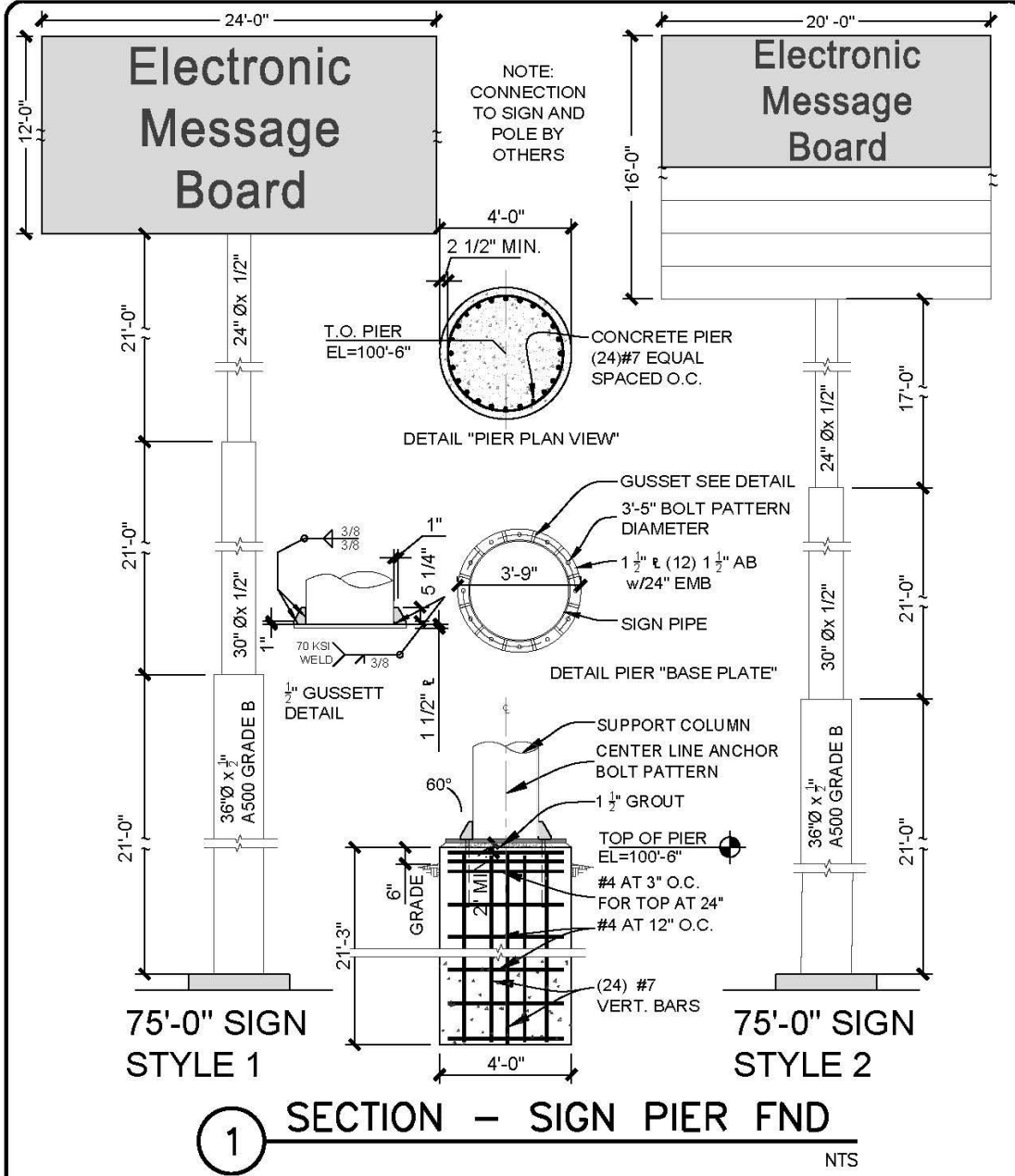
By: _____
Kurtis G. Ulrich, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by John LeTourneau and Kurtis G. 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

EXHIBIT "B"
Sign Design (Left)



DUFFY ENGINEERING AND ASSOCIATES, INC.
STRUCTURAL ENGINEERING
350 Highway 10 South
Saint Cloud, MN 56304
Phone: (320) 259-6575
Fax: (320) 259-6991
Email: mail@duffyeng.com

Project No.:	19109	
Date:	04-03-19	
Drawn by:	GLW	
Checked by:	JH	
Revisions		
No.	Date	Description

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed ENGINEER under the laws of the state of MINNESOTA.

John Holt

JOHN HOLT P.E.
04-03-19 Date
49214 License No.

DeMars Signs
PSD DEVELOPMENT
146 ARMSTRONG BLVD NW
COON RAPIDS, MN
S1 OF 1

