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## ENCROACHMENT AGREEMENT

**THIS AGREEMENT** (“Agreement”) is made this 13<sup>th</sup> day of September, 2022, by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota (“City”), and **Demetrious and Christine Jones**, and their successors and assigns (“Landowners”).

### **RECITALS:**

**WHEREAS**, Landowners are the fee owner of the real property located at 7160 148<sup>th</sup> Ln NW, Ramsey, Minnesota, and legally described as follows:

Lot 4 Block 2 Regency Ponds 3<sup>rd</sup> Addition, Anoka County, Minnesota  
 (“Property”); and

**WHEREAS**, the City currently has ten (10) foot and five (5) foot wide 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 “REGENCY PONDS 3<sup>RD</sup> ADDITION” recorded in the Office of the County Recorder, Anoka County, Minnesota; and

**WHEREAS**, Landowners seek permission from the City to partially encroach upon the Easements up to a maximum of five (5) feet with a movable structure and ten (10) feet with a permanent pool patio into the rear yard easement.

**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 of five (5) foot on and over the Easements by Landowners for the purposes of constructing and maintaining a movable structure over that part of the Easements subject to the terms of this Agreement.

2. The City hereby approves an encroachment of ten (10) foot on and over the Easements by Landowners for the purposes of constructing and maintaining a pool patio over that part of the Easements subject to the terms of this Agreement.

3. Landowners shall not expand the pool patio and structure in width, depth, or height unless approved in writing by the City. If the pool patio or structure are demolished, destroyed, or substantially replaced, any replacement shall not encroach upon the Easements without written consent of the City.

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

5. The Landowners are responsible for all costs relating to use, maintenance and repair of the pool patio and structure.

6. Landowners agree 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, 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 Landowners agree to remove any accessory items that have been placed in the Easements. Landowners will promptly comply with said removal request at their expense and will remove any accessory use within sixty (60) days of the written request by the City.

7. In the event that Landowners 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 Landowners' use and maintenance of the pool patio and 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. Landowners waive any and all rights to challenge or appeal the assessment.

8. Landowners 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 Landowners permission to encroach on the Easements for the maintenance, use, and operation of the pool patio and structure, including third party claims against flooding issues that may occur due to filling within the drainage easement.

9. 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:** Katie Schmidt, City Clerk  
City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

**TO LANDOWNERS:** Demetrious and Christine Jones  
7160 148<sup>th</sup> Ln NW  
Ramsey, MN 55303

or to any successors or assigns of the Landowners or City, or any future address of the Landowners or City, if Landowners or City gives the other party notice of said change of address as provided pursuant to the provision for notice herein.

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

**CITY OF RAMSEY**

By: \_\_\_\_\_  
Mark E. Kuzma, Mayor

By: \_\_\_\_\_  
Brian Hagen, City Administrator

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF ANOKA        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Mark E. Kuzma and Brian Hagen, 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 "A"**  
**Subject Property**

