
ENCROACHMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made this ___ day of _____, 2023, by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota (“City”), and **Ramsey Properties LLC**, a Minnesota limited liability corporation, and their successors and assigns (“Landowner”).

RECITALS:

WHEREAS, Landowner are the fee owner of the real property located at 7895 Sunwood Drive NW, Ramsey, Minnesota, and legally described as follows:

Lot 1, Block 1, Ramsey Properties Addition, Anoka County, Minnesota

(“Property”); and

WHEREAS, the City currently has ten (10) foot wide storm sewer easement along a portion of the southwesterly boundary of the Property, as granted in that certain Grant of Permanent Easement of even date herewith executed by Landowner (the “Easement”); and

WHEREAS, Landowner seeks permission from the City to partially encroach upon the Easement up to a maximum of ten (10) feet with a permanent patio, knee wall, and landscape features into the 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 over the Easement by Landowner for the purposes of constructing and maintaining a patio, knee wall, and landscape features within the Easement legally described and as shown on Exhibit A, subject to the terms of this Agreement.

2. Landowner shall not expand the patio, knee wall, and landscape features in width, depth, or height unless approved in writing by the City. If the patio, knee wall, and landscape features are demolished, destroyed, or substantially damaged, any replacement, repair, or reconstruction in like manner shall be permitted.
3. Nothing in this Agreement shall be deemed a waiver or abandonment of the City's rights under the Easement.
4. The Landowner is responsible for all costs relating to use, maintenance and repair of the patio, knee wall, and landscape features.
5. Landowner agrees that if the City, during its normal construction, reconstruction, maintenance and/or repair of the sanitary sewer line within the Easement, deems it necessary and expedient to excavate within the Easement, the Landowner will remove any encroaching improvements identified by the City within thirty (30) days' notice to Landowner. The City's only obligation to restore any of the encroaching improvements shall be to fill the excavated area and level the same to the grade that it was prior to the City's excavation.
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 patio, knee wall, and landscape features, 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 waive any and all rights to challenge or appeal the assessment.
7. Landowner and any 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's permission to encroach on the Easement for the maintenance, use, and operation of the patio, knee wall, and landscape features.
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: Katie Schmidt, City Clerk
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

TO LANDOWNER: Ramsey Properties, LLC
8445 Bunker Lake Blvd. 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: _____
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 _____, 2023, 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

ENCROACHMENT EXHIBIT RAMSEY PROPERTIES ADDITION

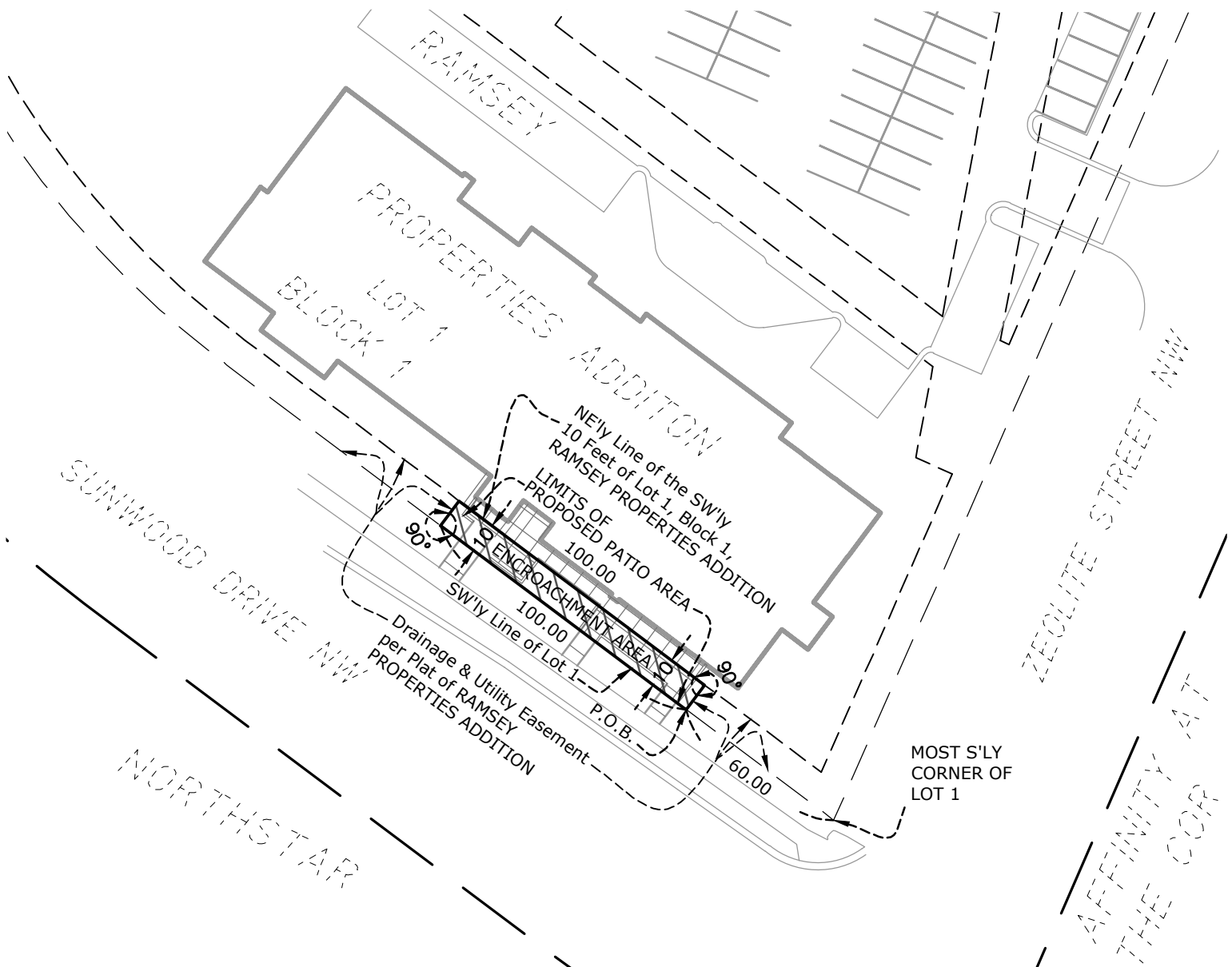
City of Ramsey, Anoka County, Minnesota

Exhibit A

ENCROACHMENT AREA DESCRIPTION

All that part of the southwesterly 10.00 feet of Lot 1, Block 1, RAMSEY PROPERTIES ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, described as follows:

Beginning at a point on said southwesterly line distant 60.00 feet northwesterly from the most southerly corner of said Lot 1, as measured along said southwesterly line; thence continuing northwesterly along said southwesterly line for 100.00 feet; thence northeasterly at a right angle to said southwesterly line for 10.00 feet; thence southeasterly and parallel with said southwesterly line for 100.00 feet; thence southwesterly at a right angle for 10.00 feet to the point of beginning, and there terminating.



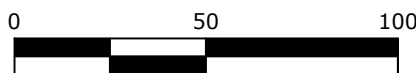
MINNESOTA CERTIFICATION

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.

Dated this 29th day of June, 2023

Rory L. Synsteliën

Minnesota License No. 44565



SCALE IN FEET

CivilSite

GROUP

5000 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com

Drawn By: TH

Project No. 23034.00

SHEET 1 OF 1