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**ENCROACHMENT AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is made this 11<sup>th</sup> day of July, 2023, by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota (“City”), and **U.S. Home LLC dba Lennar**, as well as their successors and assigns (collectively, the “Landowner”).

**RECITALS:**

**WHEREAS**, Landowner is the fee owner of the real property legally described as follows:

**Outlot L, Lynwood, 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 the Property, as dedicated to the public pursuant to the Plat known as “Lynwood” recorded in the Office of the County Recorder, Anoka County, Minnesota.

**WHEREAS**, Landowner seeks permission from the City to encroach upon the Drainage and Utility Easement (the “Easement”) to install and maintain a fifty-three (53) square foot monument sign (the “Sign”) as shown in Exhibit A.

**WHEREAS**, the Sign would be located on the northwest corner of the intersection of Armstrong Boulevard and 149<sup>th</sup> Lane NW as shown on Exhibit B.

**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 Easement by Landowner for the purposes of installing and maintaining the Sign over that part of the Easement as shown in Exhibit B 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 Easement.

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 Easement including, but not limited to, watermain, sanitary sewer and/or storm sewer systems, deems it necessary and expedient to excavate within the Easement, Landowner shall be responsible for removing, reconstructing and/or repairing the Signs 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 Easement. 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 Easement 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:** Katie Schmidt, City Clerk  
City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

**TO LANDOWNER:** Lennar  
Attn: Jon Aune  
16305 36<sup>th</sup> Ave No., Suite 600  
Plymouth, MN 55446

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

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

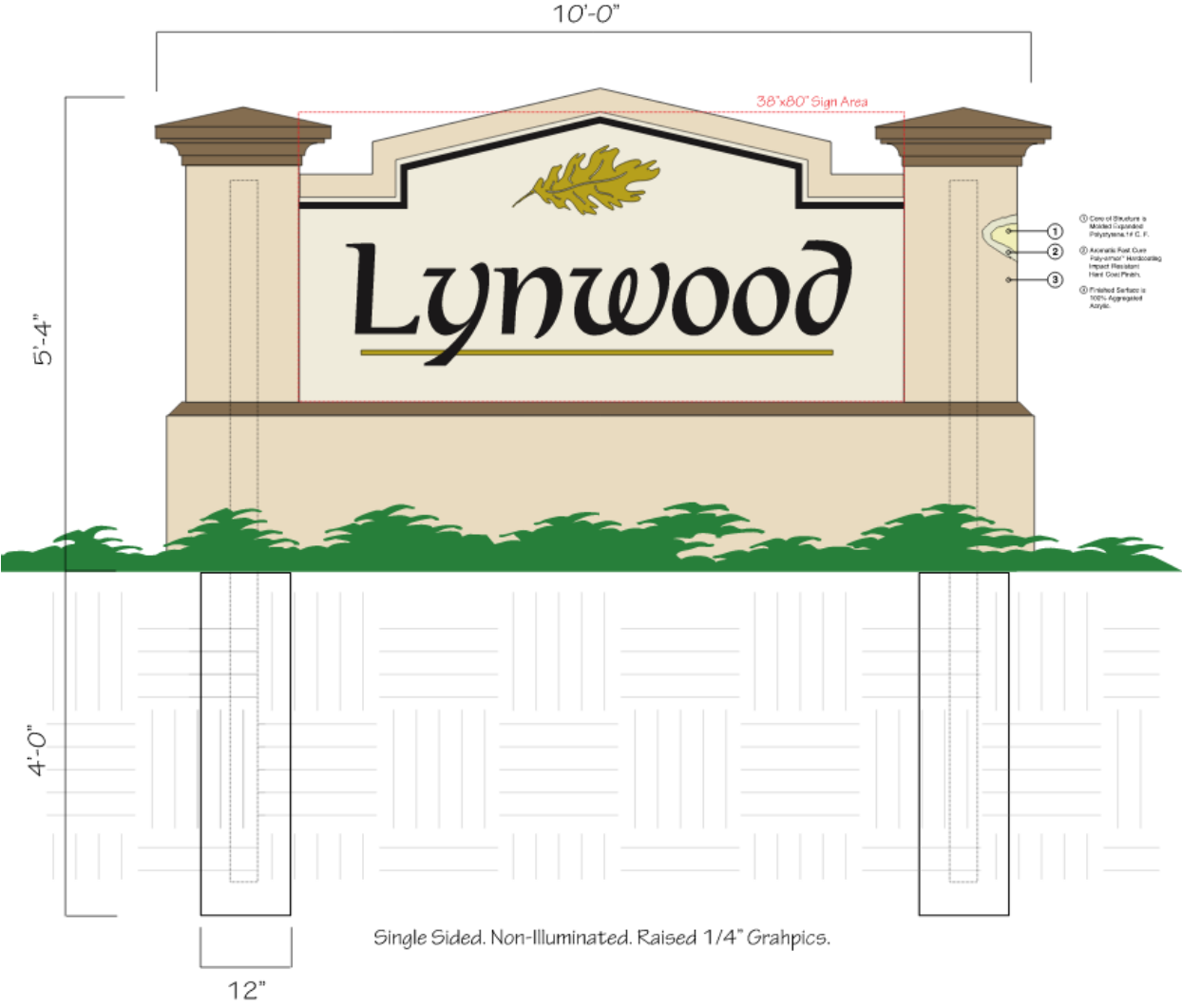
STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF ANOKA        )

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



# EXHIBIT A Sign Design



# EXHIBIT B Sign Location

