

(Reserved for Recording Data)

DRIVEWAY ENCROACHMENT AGREEMENT

THIS DRIVEWAY ENCROACHMENT AGREEMENT (this “**Agreement**”), made this _____ day of _____, 2023, by and between Rodney N. Decker and Michelle L. Decker, husband and wife and hereinafter referred to as the “**Owner**”, and Jay M. McDonald and Carol A. McDonald, husband and wife and hereinafter referred to as the “**Permittee**”.

WHEREAS, the **Owner** is the fee title owner of certain real property situated in the City of Ramsey, Anoka County, State of Minnesota, legally described as Lot 2, Block 2 Alpaca Estates 2nd Addition (the “**Owner Property**”); and

WHEREAS, the **Permittee** is the fee title owner of certain real property situated in the City of Ramsey, Anoka County, State of Minnesota, legally described as Lot 1, Block 2 Alpaca Estates 2nd Addition (the “**Permittee Property**”); and

WHEREAS, the **Permittee** wishes to continue to utilize an existing driveway (the “**Existing Driveway**”), consisting partially of asphalt and partially of class V gravel, that branches off the driveway on the **Permittee Property** and leads to and around an existing detached accessory structure, also on the **Permittee Property**; and

WHEREAS, the **Existing Driveway** partially encroaches onto the **Owner Property** as depicted on Exhibit 1.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Owner** and **Permittee** hereto agree as follows:

1. The **Permittee** shall be solely responsible for maintaining the **Existing Driveway** in a safe condition at all times.
2. The **Owner** may terminate this **Agreement** by written notice, if the continued use of the **Existing Driveway** by the **Permittee** interferes with **Owner’s** present or future objectives of the **Owner Property**.

3. This **Agreement** is non-transferrable.
4. The **Permittee** agrees to protect, indemnify and hold harmless the **Owner** from and against any and all claims, demands, suits, liability and expense, by reason of loss or damage to any property or bodily injury to any person whatsoever, that may arise from the **Existing Driveway**.
5. The terms and conditions of this **Agreement** shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
6. This **Agreement** shall be recorded against both the **Permittee Property** and the **Owner Property**.

IN WITNESS WHEREOF, the parties hereto have caused this **Agreement** to be executed as of the day and year first above written.

DRAFT

The Owner

Rodney N. Decker

Michelle L. Decker

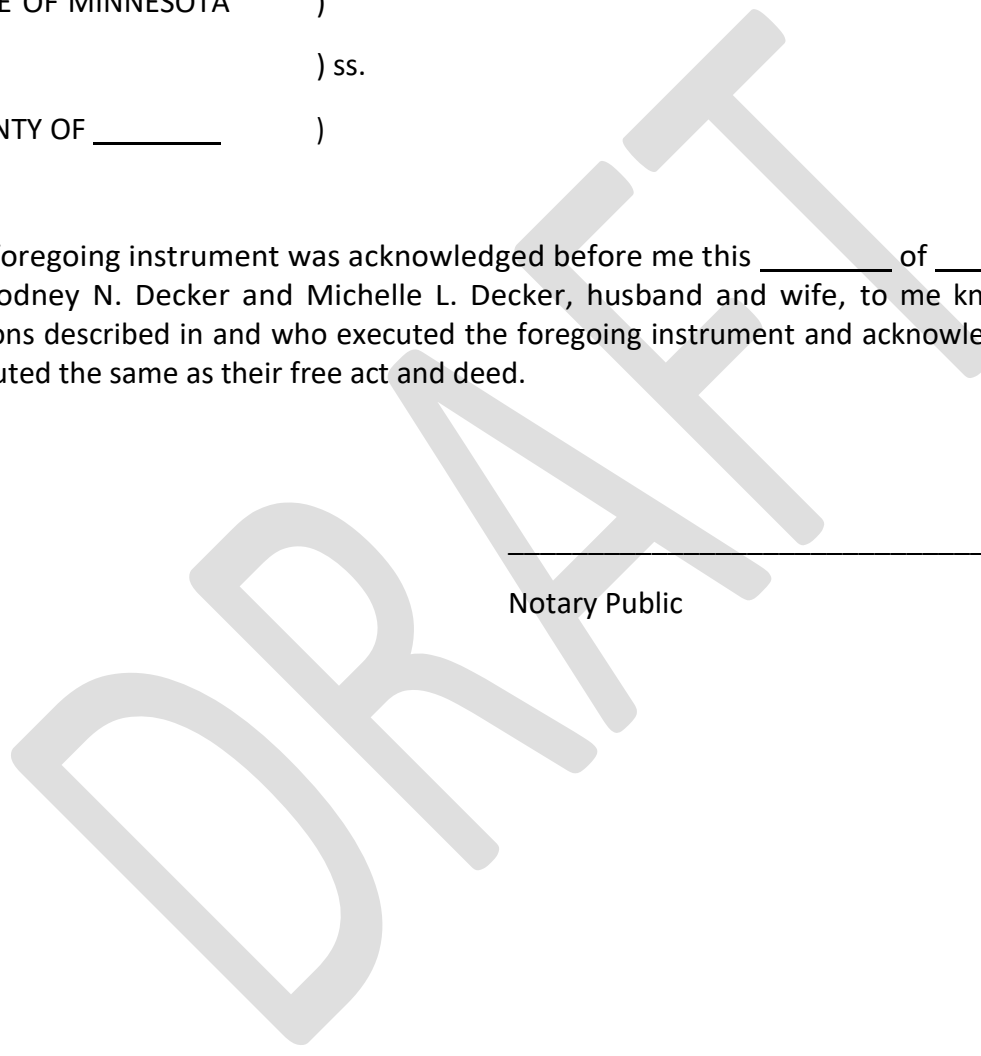
STATE OF MINNESOTA)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ of _____, 2023, by Rodney N. Decker and Michelle L. Decker, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public



The Permittee

Jay M. McDonald

Carol A. McDonald

STATE OF MINNESOTA)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ of _____, 2023, by Jay M. McDonald and Carol A. McDonald, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

DRAFT

Exhibit 1

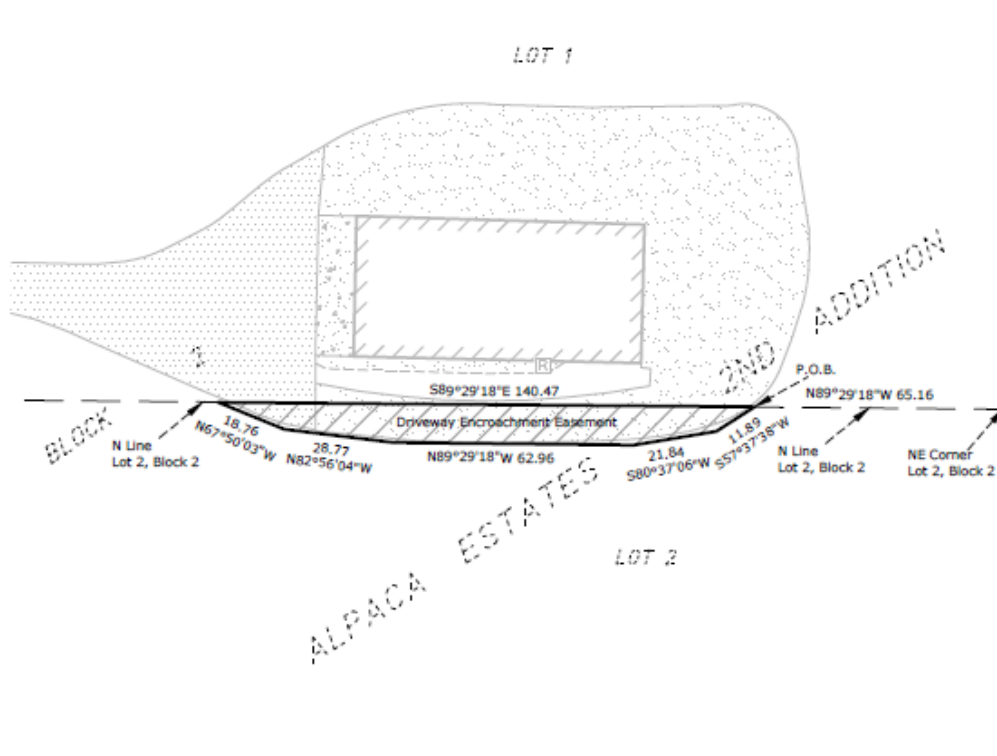
Driveway Encroachment Easement Exhibit
Lot 2, Block 2, ALPACA ESTATES 2ND ADDITION
Ramsey, Anoka County, Minnesota

DESCRIPTION

An easement for driveway encroachment purposes over, under and across that portion of Lot 2, Block 2, ALPACA ESTATES 2ND ADDITION, according to the recorded plat thereof, Anoka County, Minnesota described as follows:

Commencing at the northeast corner of said Lot 2; thence on an assumed bearing of North 89 degrees 29 minutes 18 seconds West along the north line of said Lot 2 for 65.16 feet to the point of beginning of the easement to be described; thence South 57 degrees 37 minutes 38 seconds West for 11.89 feet; thence South 80 degrees 37 minutes 06 seconds West for 21.84 feet; thence North 89 degrees 29 minutes 18 seconds West for 62.96 feet; thence North 82 degrees 56 minutes 04 seconds West for 28.77 feet; thence North 67 degrees 50 minutes 03 seconds West for 18.76 feet to said north line of Lot 2; thence South 89 degrees 29 minutes 18 seconds East along said north line for 140.47 feet to said point of beginning and there terminating.

Easement contains 1,159 sq. ft. +/-

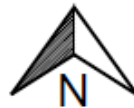


MINNESOTA CERTIFICATION

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 20th day of September, 2023.

Rory L. Synstellen Minnesota License No. 44565



SCALE IN FEET

CivilSite
GROUP

5000 GLENWOOD AVENUE
 GOLDEN VALLEY, MN 55422
 CivilSiteGroup.com

Drawn By: Craig J.
 Project No. 23331

SHEET 1 OF 1