
ENCROACHMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made this 12th day of May, 2026, by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota (“City”), and **Rivenwick Village Townhome Association**, as well as their successors and assigns (collectively, the “Landowner”).

RECITALS:

WHEREAS, Landowner is the fee owner of the real property generally located at the southeast corner of 139th Lane NW and Riverdale Drive NW, Ramsey, Minnesota and legally described as follows:

Lot 28, Block 1, Rivenwick Village 4th Addition, 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 “Rivenwick Village 4th Addition” recorded in the Office of the County Recorder, Anoka County.

WHEREAS, Landowner seeks permission from the City to encroach upon the Drainage and Utility Easement (the “Easement”) to install and maintain an approximately 11.5-foot wide permanent monument sign (the “Sign”).

WHEREAS, the Sign would be located on the western side of the Property as shown on Exhibit “A”.

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 and in that part of the Easement as shown in Exhibit “A” 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 Signs.

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 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 Signs that have been placed in the Easement. Landowner will promptly comply with said removal request at their expense and will remove the Signs within sixty (60) days of the written request by the City.

5. Landowner agrees to locate all private utilities located within the Easement and work with any private utility company should the Sign affect any of those private utilities.

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 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.

7. 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 Signs.

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: City of Ramsey
Community Development Director
7550 Sunwood Drive NW
Ramsey, MN 55303

TO LANDOWNER: Rivenwick Village Townhome Association
2850 Cutters Grove Avenue, Suite 207
Anoka, 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 and shall be enforceable against Landowner's successors and assigns.

CITY OF RAMSEY

By: _____
Ryan Heineman, Mayor

By: _____
Brian Hagen, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Ryan Heineman 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 Location

