

ENCROACHMENT AGREEMENT

This Encroachment Agreement ("Agreement") is made as of the 16 day of August, 2017, by and between the City of Shakopee, a Minnesota municipal corporation ("City") and Chad Schmit and Traci Peterson-Schmit, husband and wife ("Owners").

RECITALS

- A. Owners are the owners of property located at 1668 Friesian St. S. City of Shakopee, County of Scott, State of Minnesota, legally described as follows:

Lot 3, Block 10, Countryside Addition, PID 273901240, according to the recorded plat thereof (the "Property").
- B. The Property is subject to a drainage and utility easement in favor of the City, which was dedicated to the City in the plat of Countryside Addition; and
- C. Owners would like to construct and install a block or stone wall and walk area ("Improvements") that will encroach into the Easement ("Encroachment Area"); and
- D. The City has agreed that Owners may construct, repair and maintain the Improvements within the Encroachment Area on the condition that they execute this Agreement and will remove said improvements upon the need to work on or replace the inground utilities at owners cost and promptly.

AGREEMENT

NOW, THEREFORE, on the basis of the premises and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

1. Owners may construct, repair and maintain the Improvements within the Encroachment Area.

2. The permission granted by the City in this Agreement is limited exclusively to the proposed Improvements within the Encroachment Area as outlined in attachments.

3. This Agreement shall not prevent or impair the use of the Encroachment Area for the drainage and utility purposes by the City or any other entity entitled by law to so use the Encroachment Area.

4. In the event the City needs to maintain, operate, repair, access or remove the utility located in the drainage easement and/or improvements area located within the Encroachment Area and the Improvements interfere with such maintenance, operation, repair, access or removal, the City shall provide notice to Owners pursuant to Paragraph 8 of this Agreement. The City's costs of removing the necessary portion of the Improvements in order for the City to exercise its easement rights shall be paid by Owners. Owners shall be responsible for the costs of restoring or reinstalling any of the Improvements that were removed. Any damages to the Improvements resulting from the City's activities shall be borne and assumed by Owners, provided, however, that the City shall be responsible for any damages caused by the negligence or willful misconduct of the City, its officials, employees, contractors and agents.

5. This Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns.

6. Owners shall indemnify, hold harmless and defend the City, its officials, employees, contractors and agents, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including reasonable attorneys' fees), arising from or in connection with or caused by any act, omission or negligence of Owners, their contractors, licensees, invitees, agents, servants or employees in connection with the construction, repair or maintenance of the Improvements.

7. Owners agree not to suffer or allow any liens, claims and processes to be placed against the City's rights to or interest in the Encroachment Area because of the use of the Encroachment Area, including, without limitation, any liens for labor or materials provided for the construction, repair or maintenance of the Improvements.

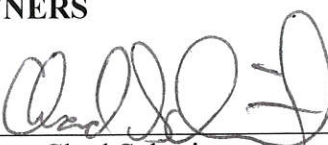
8. Required notices to the parties to this Agreement shall be in writing, and shall either be hand delivered or mailed to the following addresses:

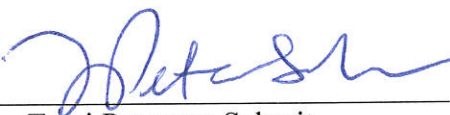
- a) As to the City: City of Shakopee
485 Gorman Street
Shakopee, MN 55379
Attn: City Administrator
- b) As to Owners: Chad Schmit and Traci Peterson-Schmit
1668 Friesian St. S.
Shakopee, MN 55379

9. Owners shall pay the sum of \$100.00 to the City to defray the City's cost in preparing and recording this agreement on the date request is signed.

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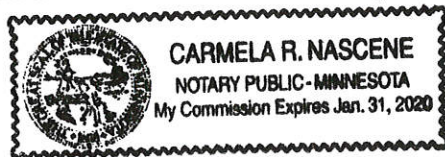
OWNERS

By: 
Chad Schmit

By: 
Traci Peterson-Schmit

STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this 16 day of August, 2017, by Chad Schmit and Traci Peterson-Schmit, husband and wife.



Carmela R. Nascene
Notary Seal

This document was drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street, Suite 470
Minneapolis, MN 55402

27-390124

PROJECT NO. 14898.00

1668 FRIESIAN ST

CERTIFICATE OF SURVEY

AS-BUILT SURVEY

NOTE: ALL LOT IRON MONUMENTS IN PLACE AS OF 8-30-12

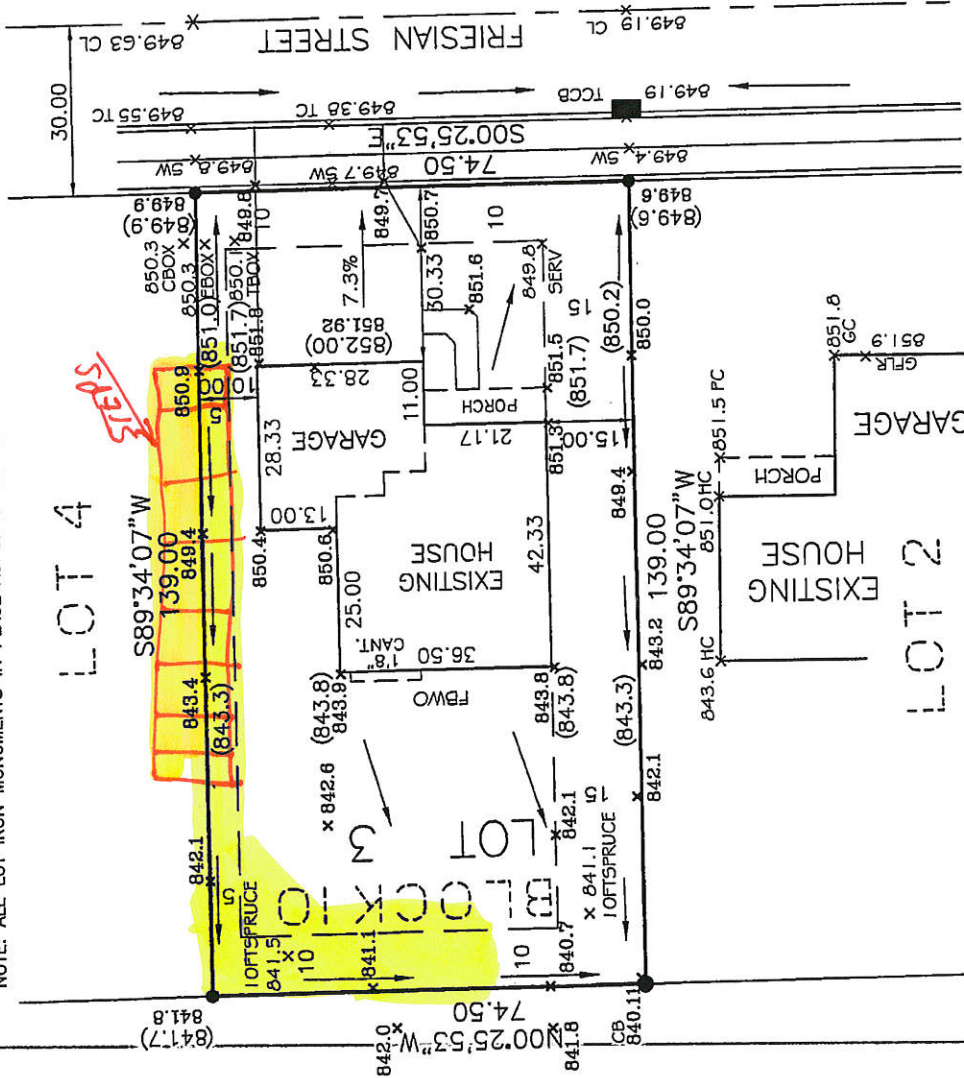
LOT 4

851.92 (852.00) = FINISHED GARAGE FLOOR ELEVATION
852.27 (852.33) = TOP OF FOUNDATION ELEVATION
844.29 (844.29) = BASEMENT FLOOR ELEVATION
800.0 = DENOTES VERIFIED AS-BUILT ELEVATION

LOT AREA: 10356 SQ.FT.
HOUSE AREA: 2082 SQ.FT.
DRIVEWAY AREA: 751 SQ.FT.
PORCH AREA: 127 SQ.FT.
ADDRESS: 1668 FRIESIAN STREET

000.0 DENOTES EXISTING ELEVATION
(851.7) DENOTES PROPOSED ELEVATION
→ INDICATES DIRECTION OF SURFACE DRAINAGE

851.92 (852.00) = FINISHED GARAGE FLOOR ELEVATION
852.27 (852.33) = TOP OF FOUNDATION ELEVATION
844.29 (844.29) = BASEMENT FLOOR ELEVATION
800.0 = DENOTES VERIFIED AS-BUILT ELEVATION



I hereby certify that this is a true and correct representation of a tract as shown and described herein. As prepared by me this 30TH day of MARCH, 2012.

Russell P. Damlo
RUSSELL P. DAMLO

REVISED 8-30-12 FINAL GRADE AS BUILT
REVISED 5-21-12 FOUNDATION ELEVATION VERIFICATION

PREPARED FOR:
KNOBLAUCH BLDGS.

SCALE: 1" = 20'

Legal Description:

LOT 3, BLOCK 10,
COUNTRYSIDE,
SCOTT COUNTY, MINNESOTA

PROBE
ENGINEERING
COMPANY, INC.
CONSULTING ENGINEERS,
PLANNERS and LAND SURVEYORS
1000 EAST 148TH ST., STE. 240, BURNISVILLE, MN 55337 PH (612)432-3000

Final Improvement

