

ENCROACHMENT AGREEMENT

This Encroachment Agreement ("Agreement") is made as of the ____ day of _____, 2023, by and between the City of Shakopee, a Minnesota municipal corporation ("City") and Kathleen Clifford, Kenneth Clifford and Mathew Clifford ("Owners").

RECITALS

- A. Owners are the owners of property located at 1911 Sparrow Drive. City of Shakopee, County of Scott, State of Minnesota, legally described as follows:

Lot 2, Block 2, Valley Crest 2nd Addition, PID 275170090, 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 Valley Crest 2nd Addition; and
- C. Owners would like to construct and install a stone wall ("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 Owners execute this Agreement and will promptly remove said improvements at Owners expense upon the determination by and need of the City or other private utility company to work within the easement area.

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 as shown on Exhibit A.

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

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 or make necessary drainage improvements located within the drainage and utility easement 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 as a result 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 South
Shakopee, MN 55379
Attn: City Administrator
- b) As to Owners: Kathleen Clifford, Kenneth Clifford and Mathew Clifford
1911 Sparrow Drive
Shakopee, MN 55379

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CITY OF SHAKOPEE

By: _____
Matt Lehman

Its: Mayor

By: _____
William H. Reynolds

Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Matt Lehman and William H. Reynolds the Mayor and City Administrator, respectively, of the City of Shakopee, Minnesota, a municipal corporation, on behalf of the City.

Notary Public

OWNERS

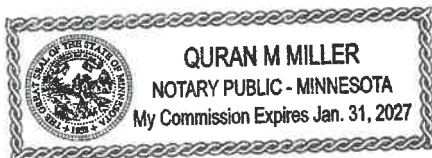
By: Kathleen Clifford
Kathleen Clifford

By: Kenneth Clifford
Kenneth Clifford

By: Mathew Clifford
Mathew Clifford

STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)
 Hennepin

The foregoing instrument was acknowledged before me this 24th day of July, 2023, by Kathleen Clifford, Kenneth Clifford and Mathew Clifford.

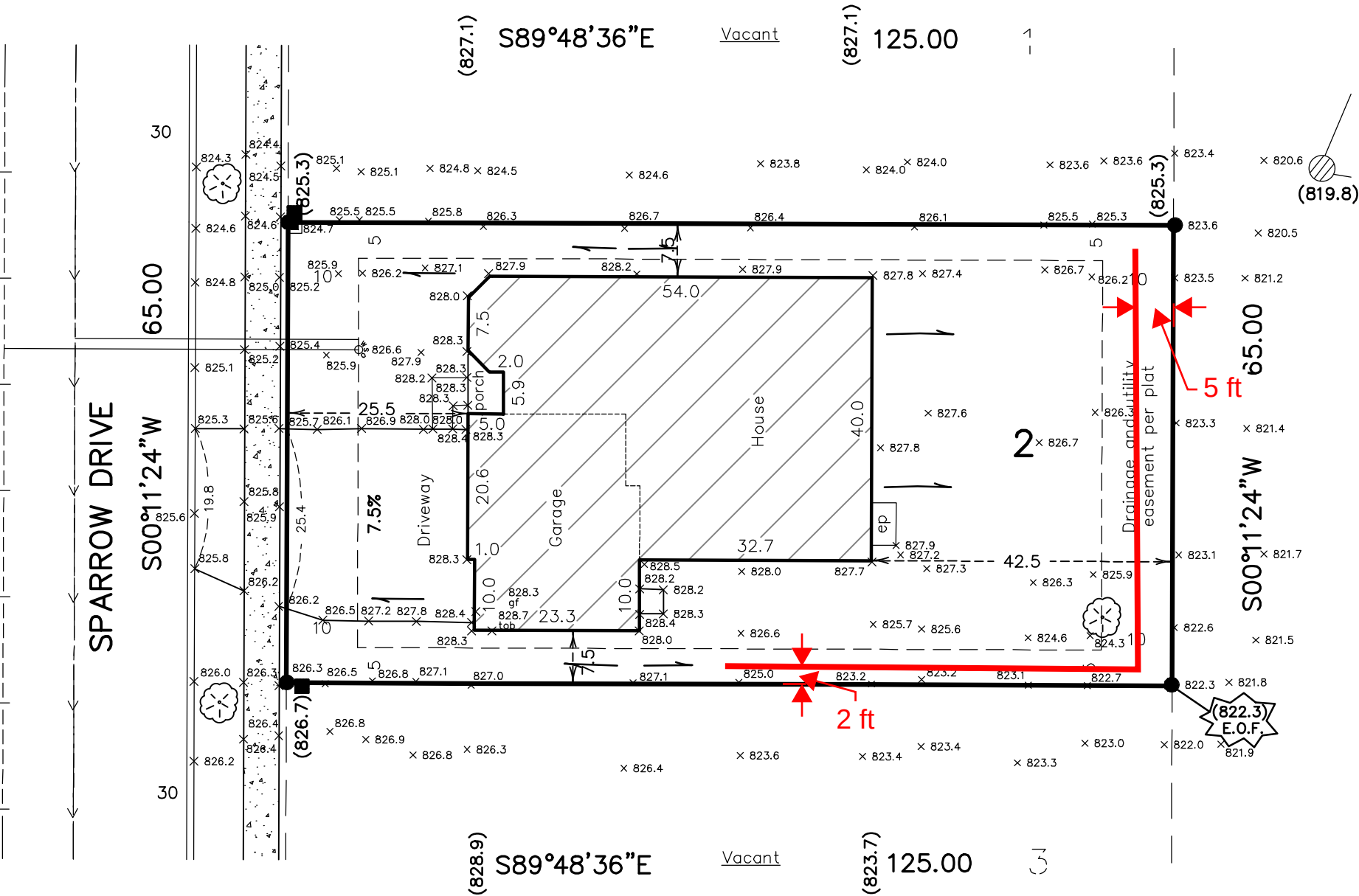


Quran M. Miller
Notary Seal

This document was drafted by:

City of Shakopee
485 Gorman Street South
Shakopee, MN 55379

952-233-9300



Driveway (garage to curb) = 763 SF

Lot area = 8125 SF
 House area = 2474 SF
 Porch area = 34 SF
 Sidewalk area = 22 SF
 Driveway area = 623 SF
 Total Impervious Area = 3153 SF
 Impervious Coverage = 38.8%

Construction Notes:

1. Install rock construction entrance.
2. Install silt fence as needed for erosion control.
3. Sidewalks shall drain away from house a minimum of 1.0%.
4. Contractor must verify driveway design.
5. Contractor must verify service elevation prior to construction.
6. Add or remove foundation ledge as required.
7. Retaining walls are conditional; Wall installed if the grade exceeds 3:1. Wall will not be installed if the grade is 3:1 or less.

General Notes:

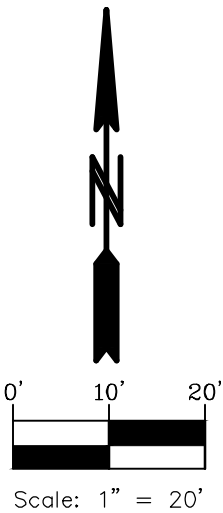
1. Grading plan by Pioneer Engineering last dated 7-14-22 was used to determine proposed elevations shown herein.
2. This survey does not purport to show improvements or encroachments, except as shown, as surveyed by me or under my direct supervision.
3. Proposed building dimensions shown are for horizontal location of structures on the lot only. Contact builder prior to construction for approved construction plans.
4. No specific soils investigation has been performed on this lot by the surveyor. The suitability of soils to support the specific house proposed is not the responsibility of the surveyor.
5. This certificate does not purport to show easements other than those shown on the recorded plat.
6. Bearings shown are based on an assumed datum.

- Denotes iron pipe
- Denotes service
- Denotes television box
- Denotes electric box
- Denotes telephone box
- Denotes existing elevation
- Denotes proposed elevation
- Denotes drainage flow direction
- Denotes spike
- Denotes proposed retaining wall designed and built by others.
- Denotes proposed tree

Lowest opening elevation per grading plan : 828.5

Lowest floor elevation per grading plan : 820.0

House elevations	(Proposed)	As-built
Lowest Floor Elevation	: (820.7)	/ 820.7
Top Of Foundation Elev.	: (828.7)	/ 828.7
Garage Slab Elev. @ Door	: (828.3)	/ 828.3



Benchmark:
 Top Nut Hydrant L1 B1
 Elevation = 825.53

REVISED 6/23/23 GRADING AS-BUILT

We hereby certify to M&I Homes of Minneapolis LLC 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 08/18/22.

Signed: Pioneer Engineering, P.A.

BY:

Peter J. Hawkinson, Professional Land Surveyor
 Minnesota License No. 42299 email-phawkinson@pioneereng.com

- Revisions:
- 1.) 08-29-22 House stake
 - 2.) 10-17-22 Re-stake house
 - 3.) 10-24-22 Foundation As-built
 - 4.) 06-23-23 Grading As-built

PIONEEREngineering, P.A.
 CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive Ph. : (651) 681-1914
 Mendota Heights, MN 55120 Fax: (651) 681-9488
 www.pioneereng.com

Project #: 122077006 Folder #: 8776 Drawn by: JWF

Lot 2, Block 2,
 VALLEY CREST SECOND ADDITION
 according to the recorded plat thereof
 Scott County, Minnesota

Address: 1911 Sparrow Drive, Shakopee, Minnesota
 House Model: Grayson Elevation: BS
 Buyer: Clifford

Certificate of Survey for:
 M/I Homes of Minneapolis, LLC
 5354 Parkdale Drive, Suite 100
 St. Louis Park, MN 55416
 (763) 586-7200