

ENCROACHMENT AGREEMENT

This Encroachment Agreement ("Agreement") is made as of the _____ day of _____, 20____, by and between the City of Shakopee, a Minnesota municipal corporation ("City") and Nicholas Oliver Atkinson and Lacy Colette Atkinson, husband and wife ("Owners").

RECITALS

- A. Owners are the owners of property located at 1369 Danita Drive, City of Shakopee, County of Scott, State of Minnesota, legally described as follows:

Lot 1, Block 5, Valley Creek Crossing, PID-273800470, 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 Creek Crossing; and
- C. Owners would like to construct and install a black chain link fence ("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: Nicholas Oliver Atkinson & Lacy Colette Atkinson
1369 Danita 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: _____

Its: Mayor

By: _____

Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ and _____ the Mayor and City Administrator, respectively, of the City of Shakopee, Minnesota, a municipal corporation, on behalf of the City.

Notary Public

OWNERS

By: Nicholas Oliver Atkinson
Nicholas Oliver Atkinson

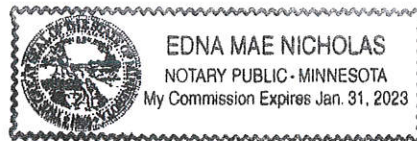
By: Lacy Colette Atkinson
Lacy Colette Atkinson

STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this 7th day of February, 2020, by Nicholas Oliver Atkinson and Lacy Colette Atkinson, husband and wife.

Edna M. Nicholas
Notary Signature and Seal

This document was drafted by:



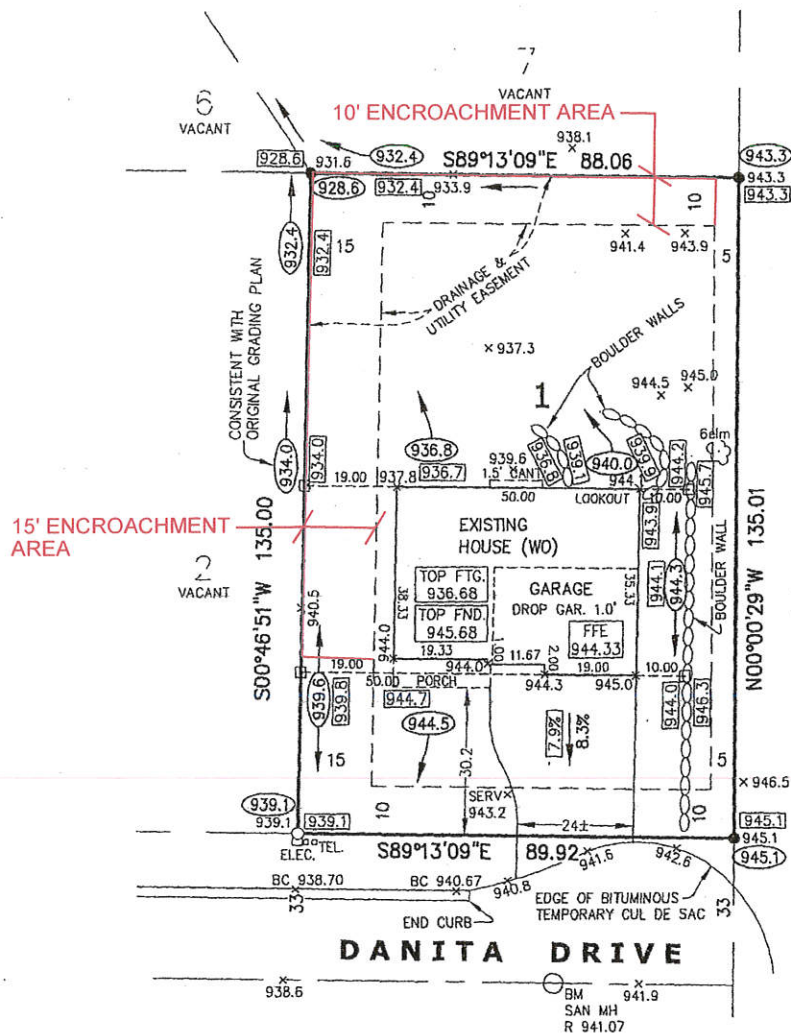
City of Shakopee
485 Gorman Street South
Shakopee, MN 55379

952-233-9300

CERTIFICATE OF SURVEY for:
CM HOMES

DESCRIBED AS: Lot 1, Block 5, VALLEY CREEK CROSSING, Scott County, Minnesota.

(EXHIBIT A)



<u>PROPOSED ELEVATIONS</u>	<u>ASBUILT ELEVATIONS</u>
Garage Floor at drive = 944.6	= 944.33
Top of Garage Found. = 945.0	= 944.68
Top of House Found. = 946.0	= 945.68
Lowest Floor = 937.3	=

SETBACK REQUIREMENTS

Front = 30 feet
Rear = 30 feet
Side = 10 feet

AREA

Lot Area = 12,013 sq. ft.
House & Garage Foundation = 1835 sq. ft.

LEGEND

- | | |
|---|-------------------------------------|
|  | Denotes Proposed Elevation |
|  | Denotes Existing Elevation |
|  | Denotes As-built Elevation |
|  | Denotes Surface Drainage |
|  | Denotes Offset Hub or Spike |
|  | Denotes Drain, and Utility Easement |
|  | Denotes Iron Pipe Found |
|  | Denotes Iron Pipe Set |

BENCHMARK

Top rim of San MH as shown.
Elev. = 941.07

ADDRESS

1369 Danita Drive
Shakopee, MN

REVISED 7/30/08 LOWERED ELEV. OF NW CORNER OF LOT
REVISED 11/10/08 WEST LOT LINE GRADES

AS-BUILT CERTIFICATION

I hereby certify that the as-built elevations as shown were surveyed by me or under my direct supervision.

11/20/08
Date

Robert Peters, Land Surveyor
Minnesota License No. 14890

SURVEY CERTIFICATION

I hereby certify that this is a true and correct representation of a survey of the boundaries of the above described property, and true location of all buildings thereon and all visible encroachments, if any, as surveyed by me or under my direct supervision.

6/19/08
Date

Robert Peters, Land Surveyor
Minnesota License No. 14890



KALLIO Engineering, Inc.

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JOB NO.: 0833