

## **REVOCABLE ENCROACHMENT PERMIT/LICENSE**

This encroachment permit/license pertains to an area and portion of property located within the City right-of-way located at 220 South Broadway in Minot, Ward County, North Dakota (“Encroachment Area”), or more specifically, an area of the sidewalk located south of the building at Brooklyn Addition Lots 1 through 20 Block 20 (See Attachment 1, consisting of one page which is incorporated by reference, which is a map of the approximate proposed Encroachment Area granted by this document).

The City of Minot (“the City”) hereby authorizes Derf Inc., the owner of 220 South Broadway, Minot, Ward County, North Dakota (“the Grantee”), to construct and install a staircase in the Encroachment Area to provide a second route of ingress/egress from the rooftop seating area. The eastern edge of the staircase shall be located forty-four (44) feet west of the southeast corner of the building/property, extending four and one-half (4.5) feet south of the building/property line for thirty-five (35) feet to the west, encompassing a total horizontal projection area of one-hundred fifty-seven and one-half (157.5) square feet. The encroachment shall have a minimum vertical clearance of eight (8) feet from the existing sidewalk.

As an express condition of this permit/license, the encroaching condition of the placement of the staircase which is hereby authorized must be maintained in accordance with such reasonable conditions and limitations and other restrictions as may be imposed by the Minot City Ordinances or from time to time by the Minot City Engineering Department.

As an express condition of this permit/license, the Grantee must indemnify and hold harmless the City for all claims, cause of actions, or claims for relief arising out of the grant of permission contained herein and the existence or use of the encroaching conditions authorized herein, including all costs of defense.

A further express condition of this permit/license is that all costs of installation, maintenance, and replacement of the encroachment conditions shall be the sole responsibility of the Grantee.

Failure of the Grantee to meet the express conditions of this permit/license will result in the automatic termination of this permit. At the City's discretion, the City may order the Grantee to remove the encroaching conditions authorized herein within thirty days after the City shall have sent to the Grantees at their address last known to the City a notice of such revocation. If the Grantee fails to remove the encroaching conditions in a timely manner, the City may perform the work and special assess the costs thereof to the Grantee.

The City retains the full right to revoke this permit/license for any reason, for good cause, for bad cause, or for no cause at all, and if it does so, it shall provide the Grantee with notice thereof, whereupon the Grantee is under the same obligation to restore the property upon which the encroaching conditions are located to its original condition before the granting of this permit/license.

The Grantees shall also pay to the City a \$100.00 fee for the processing and issuance of this revocable encroachment permit/license, with said fee being paid to the Inspection Department of the City before authorization for placement of the encroaching condition is granted by the City.

Dated at Minot, North Dakota, this \_\_\_ day of August, 2019.

**CITY OF MINOT:**

\_\_\_\_\_  
Shaun Sipma, Mayor

Attest:

\_\_\_\_\_  
Kelly Matalka, City Clerk

STATE OF NORTH DAKOTA    )  
  ) ss  
COUNTY OF WARD            )

On this \_\_\_ day of August, 2019, before me, a notary public, personally appeared Shaun Sipma and Kelly Matalka, known to me to be the Mayor and the City Clerk of the City of Minot North Dakota, and who acknowledged to me their execution of the foregoing instrument on behalf of the City.

\_\_\_\_\_  
Notary Public

**Receipt and Acceptance of Terms and Provisions  
For Encroachment Permit/License**

Comes now, \_\_\_\_\_, legal representative for the Grantees herein, and hereby indicates by his/her signature on the date indicated, that he/she has received a copy of this Revocable Encroachment Permit/License, and that Derf, Inc. will abide by the terms and provisions specified herein with regard to the issuance and acceptance of this Encroachment Permit/License.

\_\_\_\_\_  
NAME  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2019, before me, a notary public, personally appeared \_\_\_\_\_, known to me to be the person described in, and who executed the within and foregoing instrument and who acknowledged to me that he/she execution the same.

\_\_\_\_\_  
Notary Public

DRAFT