

**ESCROW AGREEMENT  
ANNA TOLKINEN LOT RE-DIVISION**

Anna Tolkinen is the fee owner of the property located at 14503 Bowers Dr NW in the City of Ramsey (Property ID #: 30-32-25-41-0013) (the "Subject Property"). The property consists of two residential lots which were combined for tax purposes through Anoka County in the 1990s. Ms. Tolkinen is now requesting that Anoka County re-issue two (2) separate PIN #s, which requires authorization from the City (the "City"). There is currently a home on one parcel and an accessory structure on the other. City Code does not permit an accessory structure on a parcel separate from the principal dwelling. Therefore, an escrow agreement is required to ensure that either: a) a new dwelling is constructed on the second parcel, thus rendering the accessory structure conforming, or b) the accessory structure is removed from the property, thus eliminating the nonconformity (this "Agreement"). Under no circumstances shall the accessory structure be rented out for use by someone other than the current property owner.

Anna Tolkinen shall provide a financial guarantee to the City, guaranteeing satisfaction of either a) or b) above within two (2) years of the date of signature of this Agreement. The financial guarantee shall be in the amount of Two Thousand Dollars and no cents (\$2,000.00) (the "Escrow"). The Escrow shall be deposited with the City prior to the City approving the PIN combination/split form from Anoka County. Upon the issuance of a Certificate of Occupancy by the City for a new home on the second parcel, or the removal of the accessory structure, Anna Tolkinen may request a release of the Escrow. Anna Tolkinen hereby grants permission and a license to the City and/or its contractors and assigns to enter the Subject Property for the purposes of removing the accessory building to bring the Subject Property into compliance with City Code. The City may draw upon the financial guarantee to cover expenses related to the removal of the building.

If an extension of the terms of this Escrow Agreement is needed, a written request must be submitted to the City no less than 30 days prior to the expiration of this agreement.

Anna Tolkinen shall be responsible for all City costs incurred in administering and enforcing this Agreement. Said expenses shall be paid within 15 days of billing by the City and failure to pay the City's expenses within the 15 day billing period will permit the City to draw upon the Escrow established by this Agreement.

The City Administrator and/or his/her designee shall have the right to inspect the premises for compliance and safety purposes annually or at any time upon reasonable request. This agreement shall be binding upon the parties' successors and assigns.

Anna Tolkinen hereby acknowledges receipt of this agreement and has reviewed the conditions of this permit and has agreed that she will comply with the terms of this permit.

By: \_\_\_\_\_  
Anna Tolkinen

STATE OF MINNESOTA    )  
  ) SS.  
COUNTY OF                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me a Notary Public personally appeared Anna Tolkinen, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

This document drafted by:  
The City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

This document reviewed by:  
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