
ACCESSORY STRUCTURE AGREEMENT

THIS AGREEMENT (“Agreement”) is made this ____ day of _____, 2019, by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota (“City”), and **Allen C. Skogquist and Alycia K. Skogquist**, husband and wife, and their successors and assigns (“Landowners”).

RECITALS

WHEREAS, Landowners are the fee owner of the real property located at 16501 Jarvis Street NW, Ramsey, Minnesota and legally described as follows:

UNPLATTED RAMSEY TWP SW1/4 OF SW1/4 SEC 7-32-25

(the “Subject Property”); and

WHEREAS, the Landowners have applied for a Building Permit to construct a 11,972 square foot detached accessory structure (the “Accessory Structure”) for a Pole Barn on the Subject Property; and

WHEREAS, Landowners application indicates that the Accessory Structure would include a bathroom with both a toilet and shower, a sink/wash station, ample living space, cooking provisions including a fridge, an oven (no cooktop), microwave, ice maker, and a wet bar, dimensions as follows:

1. 1072.5 (approximate) square feet dedicated to living space, of which 160 (approximate) square feet will be reserved for a wet bar.
2. 1,088 (approximate) square feet for dedicated storage on the mezzanine level.
3. 84 (approximate) square feet dedicated to a full bathroom; and

WHEREAS, Ramsey City Code Section 117-349(d)(8) prohibits detached accessory buildings from containing complete independent living facilities (accessory apartments) which are defined as having three or more of the following: permanent provisions for living, sleeping, eating, and sanitation; and

WHEREAS, the Landowners have stated that there will be no bedroom spaces in the Accessory Structure; and

WHEREAS, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. The City may issue a Building Permit for the Accessory Structure on the Subject Property.
2. The Landowners acknowledge and agree that the Accessory Structure cannot and will not be used as independent living facilities (accessory apartment). No modifications to the Accessory Structure or its contents that would make the Structure fall within the definition of an independent living facility are allowed.
3. The Landowners acknowledge and agree that the Accessory Structure cannot and will not be used as a commercial event space.
4. The Landowners acknowledge and agree that the Accessory Structure cannot and will not be used in relation to a home-based business.
5. The Landowners shall be responsible for all costs relating to construction, maintenance and repair of the Accessory Structure and shall obtain all permits required by the City for its construction (septic, electrical, etc.). Landowners acknowledge and agree that the Accessory Structure is subject to reasonable inspections by the City to determine compliance with this Agreement.
6. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following:

TO CITY:

Jo Thieling, City Clerk
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

TO LANDOWNERS:

Allen and Alycia Skogquist
16501 Jarvis Street NW
Ramsey, MN 55303

or to any successors or assigns of the Landowners or City, or any future address of the Landowners or City, if Landowners or City gives the other party notice of said change of

address as provided pursuant to the provision for notice herein; and

7. The Landowners acknowledge and agree to record this Agreement against the title to the Subject Property. This Agreement shall run with the land and bind the Landowners' successors and assigns.

CITY OF RAMSEY

By: _____
John LeTourneau, Mayor

By: _____
Jo Thieling, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by John LeTourneau and Jo Thieling, respectively the Mayor and City Clerk of the City of Ramsey, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

LANDOWNERS:

By: _____
Allen C. Skogquist

By: _____
Alycia K. Skogquist

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Allen C. Skogquist and Alycia K. Skogquist, husband and wife.

Notary Public

DRAFT