

CITY OF RAMSEY
TEMPORARY DWELLING AGREEMENT FOR 16400 URANIMITE ST NW

This AGREEMENT (the Agreement”) dated this _____ day of _____, 2020 is by and between the City of Ramsey (“**CITY**”), a Minnesota Municipal Corporation and Kathie M Charette, a single person (“**PERMITTEE**”).

Recitals

1. That the **PERMITTEE** is seeking approval to utilize a camper trailer (the “Temporary Dwelling”) for living purposes temporarily on the property generally known as 16400 Uranimite St NW and legally described as follows:

W 299 FT OF N 200 FT OF S 866 FT OF NW1/4 OF NE1/4 OF SEC 16 TWP 32 RGE 25, EX RD SUBJ TO EASE OF REC

(the “Subject Property”)

2. That on November 27, 2019, the home on the Subject Property was severely damaged by fire and rendered uninhabitable.
3. That on March 9, 2020 a Building Permit was issued for the repair of the fire-damaged home on the Subject Property.
4. That on March 20, 2020 the **CITY** responded to an inquiry from a travel trailer rental company about utilizing a travel trailer on the Subject Property until the existing home was repaired and habitable.
5. On April 28, 2020, the **CITY** received a request from the **PERMITTEE** inquiring about utilizing the Temporary Dwelling on the Subject Property.
6. On May 1, 2020, the **CITY** received a request from the daughter of the **PERMITTEE** inquiring about utilizing the Temporary Dwelling on the Subject Property.
7. On May 1, 2020, during an insulation inspection, the **CITY**’s Building Inspection Division noted that the Temporary Dwelling was already on the Subject Property and being used as living quarters. It was noted that the Temporary Dwelling was connected to electricity and water, but not to the septic system.

8. On May 4, 2020, the **CITY** spoke with the **PERMITTEE**'s daughter and outlined the process required for utilizing the Temporary Dwelling on the Subject Property during the repair work on the fire-damaged home.
9. That the **PERMITTEE** anticipates needing the Temporary Dwelling on the Subject Property for approximately two (2) months.
10. That the Subject Property is currently in foreclosure.

Agreement

1. The **PERMITTEE** shall site the Temporary Dwelling on the Subject Property in compliance with all setbacks in the R-1 Residential (Rural Developing) District.
2. The **PERMITTEE** shall connect the Temporary Dwelling to water, electricity and wastewater (private septic system) for the health, safety and wellbeing of the occupants.
3. The **PERMITTEE** shall property disconnect the Temporary Dwelling from all utilities and removed from the Subject Property within thirty (30) days of the issuance of a Certificate of Occupancy for the existing home or by August 31, 2020, whichever occurs first.
4. The **PERMITTEE** shall provide the **CITY** with an escrow in the amount of \$2,000 to ensure that the **PERMITTEE** removes the Temporary Dwelling as prescribed in Section 3 above. The **CITY** may use this escrow to remove the Temporary Dwelling or pursue legal action to force the removal of the Temporary Dwelling.
5. The **PERMITTEE** agrees that the **CITY** may assess the costs of removing the Temporary Dwelling as a special benefit to the Subject Property in lieu of collecting an escrow as described in Section 4 above. **PERMITTEE** waives all rights to appeal the special assessment outlined in Minnesota Statutes Chapter 429.
6. Miscellaneous.
 - a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
 - b. Written Amendments Only. The action or inaction of the **CITY** or the **PERMITTEE** shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the City Council. The **CITY'S** or the **PERMITTEE'S** failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
 - c. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement are estimated. The **PERMITTEE** agrees to pay the entire cost of enforcement of this Agreement related thereto.

- d. Reimbursement to the CITY. The **PERMITTEE** agrees to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.
- e. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

TO PERMITTEE:

Kathie M. Charette
16400 Uranimite St NW
Ramsey, MN 55303

TO THE CITY:

City of Ramsey
Attn: Deputy City Administrator
7550 Sunwood Drive NW
Ramsey, MN 55303

[The remainder of this page is intentionally left blank.]

CITY:

CITY OF RAMSEY

By: _____
Its: Mayor

By: _____
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me on this _____ day of _____ 2020, by John LeTourneau and Kurt Ulrich, the Mayor and the City Administrator of the City of Ramsey, a charter city and municipal corporation organized under the laws of the state of Minnesota on behalf of the City.

Notary Public

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