
ACCESSORY STRUCTURE AGREEMENT

THIS AGREEMENT (“Agreement”) is made this 23rd day of June, 2020 by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota (“City”), and John Wisniewski and Amy Wisniewski and their successors and assigns (“Landowners”).

RECITALS

WHEREAS, Landowner is the fee owner of the real property located at 15820 Saint Andrews Lane NW, Ramsey, Minnesota and legally described as follows:

Lot 20, Block 1, Northfork St Andrews Addition, Anoka County, Minnesota

(the “Subject Property”); and

WHEREAS, the Landowners have applied for a Building Permit to construct an approximately 576 square foot detached accessory structure (the “Accessory Structure”) to serve as a pool house on the Subject Property; and

WHEREAS, Landowners application indicates that the Accessory Structure would include a three piece bathroom including sink, toilet, and standup shower, as well as a rec room that includes a sink, and a storage room with an overhead door; 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 Landowner have stated that there will be no eating or 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 in relation to a home-based business unless approved by the City Council.
4. 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.
5. 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: Community Development Director
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

TO LANDOWNERS: John Wisniewski and Amy Wisniewski
15820 Saint Andrews Lane 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

6. 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: _____
Kurt Ulrich, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by John LeTourneau and Kurt Ulrich, respectively the Mayor and City Administrator 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: _____
John Wisniewski, Owner

By: _____
Amy Wisniewski, Owner

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20_____, by John Wisniewski and Amy Wisniewski.

Notary Public