
LAWFUL NONCONFORMING RIGHTS AND BOUNDARY AGREEMENT

THIS AGREEMENT (this “agreement”) made this _____ day of _____, 2021, by and between the **CITY OF RAMSEY** a Minnesota municipal corporation (hereinafter referred to as the “City”) and **KEN’S REPAIR AND SERVICES, INC**, a Minnesota corporation (hereinafter referred to as the “Owner”).

Recitals

1. The **OWNER** is the fee owner of certain real property situated in the City of Ramsey, County of Anoka, State of Minnesota legally described as:

UNPLATTED CITY OF RAMSEY THAT PART OF THE SW1/4 OF SEC 24-32-25 IN ANOKA CNTY, MN DESC ASFOL-BEG AT THE SE CORNER OF SAID SW1/4 OF NW1/4-TH N 0 DEG 18 MIN 42 SEC E ON THE E LINE OF SAID SW1/4 OF NW1/4 A DIST OF 1491.56 FT-TH S 83 DEG 00 MIN 01 SEC W A DIST OF 991.96 FT TO THE CENTER LINE OF STATE TRK HWY NO 47 AS IT IS NOW LAID OUT & TRAVELLED-TH S 21 DEG 59 MIN 59 SEC E ALONG SAID CENTER LINE A DIST OF 1603.56 FT TO THE S LINE OF SAID SW1/4 OF NW1/4-TH E ON SAID S LINE A DIST OF 386.52 FT TO THE POINT OF BEG (SUBJ TO EASEFOR ROAD PURP OVER THE WLY 33 FT & THE S 33 FT OF THE ABOVE DE STRACT) (“the Subject Property”)

2. The **OWNER** has used the Subject Property for an auto sales and repair business since before the **CITY** established a zoning ordinance. The existing use of the Subject Property does not comport with the existing zoning ordinance.
3. The **CITY** and **OWNER** agree to set forth their understanding with respect to the lawful nonconforming rights on the Subject Property.

Agreement

1. The **CITY** and **OWNER** agree to the following as lawful, nonconforming uses of the Subject Property:
 - a. A single line of vehicles along Highway 47 South of “The Loop” and no more than two rows of sales vehicles between the two driveways on the Subject Property; the **OWNER** agrees to no more than 20 vehicles in the sales rows. Said vehicles may be on the grass.
 - b. U-Haul rental services, including up to 10 vehicles onsite for rental. Said rental vehicles include both box trucks and pull behind trailers, both flat bed and enclosed. All U-Haul

- related items shall be stored on “The Hill” (shown in Exhibit A) with the understanding that customers may leave the rentals in the wrong location from time to time, and the Property Owner shall move the vehicles into compliance within 24 business hours.
- i. U-Haul box trucks shall be parked only upon improved surfacing (Class V gravel or similar), in the area defined as “The Hill” (shown in Exhibit A).
 - c. There are no lawful, nonconforming rights associated with living in a camper or motorhome on the Subject Property.
 - d. The Subject Property is allowed to maintain an auto repair and sales use on the Subject Property. There are no lawful, nonconforming rights associated with trailer, recreational vehicle, boats, etc. sales or service.
 - e. The Subject Property is allowed outdoor storage in “storage” area, limited to that shown in the 1977 aerial photo attached as Exhibit B; and short term outdoor storage in “the Hill”, of no more than 2 weeks, for passenger vehicles awaiting repair.
 - f. The **OWNER** shall keep existing surface parking areas behind the barn and on “the Hill” as shown in Exhibit A. Future revisions to existing parking areas will require compliance with current Ramsey City Code.
2. The **OWNER** shall maintain the Subject Property in compliance with City Code Chapter 30 (Nuisances) at all times.
 3. The **OWNER** shall limit to a total of ten (10) personal vehicles, trailers, and campers on the property in accordance with City Code Section which allows properties greater than 5.0 acres in size to have a total of up to ten (10) such personal vehicles, trailers, and campers.
 4. The **OWNER** shall apply for a Sign Permit for any new sign. This Agreement does not provide any approval on proposed signage.
 5. The **OWNER** agrees that any expansion of the use which is hereby deemed Lawful, Nonconforming by the City of Ramsey shall only be allowed via a Conditional Use Permit (CUP) on the Subject Property, which is consistent with City Code direction for this type of use and expansion.
 6. The **CITY** and **OWNER** agree there are no lawful, nonconforming rights related to “The Low” (shown in Exhibit A) and agree to remove all vehicles and storage from “The Low.”
 7. The **OWNER** agrees to remove inoperable, or non-road-worth vehicles from the “Hill” to the “Storage” in two (2) to three (3) business days; to allow the Property Owner adequate time over long or holiday weekends.
 8. The **OWNER** agrees to turnover customer vehicles from acquisition to resale within two (2) months and “junk”, inoperable, or vehicles meant for cannibalization within three (3) months.
 9. The **CITY** and **OWNER** agree to the Lawful Nonconforming Rights boundary, shown in Exhibit A.

Exhibit A: Defining Boundaries of the Subject Property

KEN'S REPAIR AND SALES

-LAWFUL NONCONFORMING USES AREAS-



LEGEND

- Operations Allowed
- Operations Not Allowed

Exhibit B: 1977 Aerial Photo of Subject Property

