

# **VERGENNES TOWNSHIP**

PO Box 208  
Lowell, MI 49331

Phone: 897-5671 Fax: 897-5674

Adopted 10-20-97

## **TEMPORARY DWELLING AGREEMENT**

This Agreement is between the Township of Vergennes, Kent County, Michigan (hereinafter "Vergennes"), and \_\_\_\_\_, (hereinafter "Permitee"), of \_\_\_\_\_.

### WITNESSES:

WHEREAS, Permitee has applied to Vergennes for the construction of a new dwelling, upon his/her/their property located at \_\_\_\_\_, and during the construction of the residence; said permanent residence will comply with the Vergennes Township zoning ordinances, building codes or other applicable rules and regulations; and

WHEREAS, Vergennes has agreed to permit, in accordance with Vergennes Township ordinances, Permitee to reside in a temporary dwelling upon their property during the construction of a new residence;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The term of this Agreement shall be twelve (12) months from the date hereof at which time this Agreement, which constitutes an Exception to the Vergennes Township zoning ordinances, regarding the use of the proposed temporary dwelling shall expire.
2. Vergennes hereby consents to the construction of a new residence and occupancy of the proposed temporary residence for a period of twelve (12) months from the date with this Agreement and not more than twelve (12) months from the date of the special exception use permit. Upon expiration of the 12 month period, Vergennes may renew the permit for one additional period of 12 months pursuant to ordinance requirements. This agreement and Special Use Exception Permit is NOT assignable.
3. Permitee agrees and acknowledges that the Special Use Exception granted herein is **temporary**. The granted use shall expire 12 months from the date hereof or 30 days after the date of certificate of occupancy has been issued.
4. Permitee further acknowledges and affirms that he/she/they understand that continued occupancy on the above-described property in the proposed temporary dwelling, after the expiration of this permit, **WILL BE IN VIOLATION OF THE ORDINANCES OF THE TOWNSHIP OF VERGENNES**, which violations shall constitute a nuisance.
5. Permitee agrees that in the event of his/her/their default of any of the terms or conditions hereunder, Vergennes may apply to the Kent County Court for relief to abate the continuing nuisance, and/or violation of Township ordinances by reason of their unlawful occupancy, in order to obtain court ordered compliance with the Zoning Ordinances of the Township of Vergennes, including permanent injunction and that Permitee and his/her/their surety shall be bound unto Vergennes to pay all legal

fees and expenses in conjunction with any such action necessitated by reason of Permittee's default or breach of any of the conditions or terms herein.

6. Further, Permittee agrees that he/she/they have secured an irrevocable letter of credit, performance bond or other assurance acceptable to Vergennes which shall be payable to Vergennes upon Permittee's default of any of the terms or conditions herein, and full penal sum of such bond or letter of credit shall be payable to Vergennes upon notice to the surety (or bank) issuing said performance bond or letter of credit as liquidated damages for Permittee's breach.
7. Each of the parties signing herein acknowledges that he/she/they have read the contents of this agreement and understand the same and have executed this agreement of their own free will.
8. Permittee further affirms that he/she/they have provided a copy of this Agreement to their bank or surety, which, by counter-signature agrees to be bound by the terms and conditions herein.

Property Owner signature and date: \_\_\_\_\_

Bank or surety signature and date: \_\_\_\_\_

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*Administrative Use*

Board Approval Date extends from \_\_\_\_\_ and to \_\_\_\_\_

Type of permit and conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor signature: \_\_\_\_\_

Clerk signature: \_\_\_\_\_