

**VERGENNES TOWNSHIP**

PO Box 208  
Lowell, MI 49331  
Phone: 897-5671 Fax: 897-5674

---

---

**TEMPORARY DWELLING AGREEMENT  
LIVE IN EXISTING HOME/BUILD NEW HOME  
ON SAME PARCEL OF LAND**

This Agreement is between the Township of Vergennes, Kent County, Michigan (hereinafter “Vergennes”), and \_\_\_\_\_, (hereinafter “Permittee”), of \_\_\_\_\_.

WITNESSES:

WHEREAS, Permittee 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, Permittee to reside in an existing 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 regarding the occupancy and removal of the existing dwelling shall expire.
2. Vergennes hereby consents to the construction of a new residential dwelling and occupancy of the existing residential dwelling, and then removal of the existing dwelling, for a period of twelve (12) months from the date with this Agreement. Upon expiration of the 12 month period, Vergennes may renew the permit for one additional period of up to 12 months. This agreement is NOT assignable.
3. Permittee agrees and acknowledges that the Township Board approval to live in the existing dwelling while constructing the new permanent dwelling on the same lot 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. Permittee further acknowledges and affirms that he/she/they understand that continued occupancy on the above-described property in the existing dwelling, more than 30 days after the new permanent dwelling is given a certificate of occupancy, WILL BE IN VIOLATION OF THE ORDINANCES OF THE TOWNSHIP OF VERGENNES, which violations shall constitute a nuisance.
5. Permittee 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 Permittee 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: \_\_\_\_\_

-----

*Administrative Use*

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

Conditions:

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

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

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