

TEMPORARY DWELLING AGREEMENT

This AGREEMENT entered into this _____ day of _____,20 _____

by _____ and PERRY CITY CORPORATION, a municipal
(Property Owner)
corporation of the State of Utah.

WHEREAS, Perry City Data Base 24.6 states that not more than one dwelling structure shall occupy any one lot.

WHEREAS, _____ is occupying or will be occupying a
(Property Owner)
temporary dwelling structure on the property located at _____
for a period not to exceed one (1) year. (Address of lot)

WHEREAS, it is agreed that we, the undersigned intend to build or are in the process of building a permanent dwelling structure to be located at _____
(Address of lot)

We further intend to occupy a temporary dwelling structure on the premises during the period of construction. That temporary dwelling structure is described as follows:

Check the box that applies to the Temporary Dwelling Structure:

1. The temporary dwelling structure is mobile and will remain mobile by leaving the axles and tires attached and will no longer be occupied as a dwelling upon the issuance of an occupancy permit for the permanent dwelling structure.
2. The temporary dwelling structure is not mobile and it is agreed that it will be dismantled and removed within ninety (90) days of the issuance of the occupancy permit for the permanent dwelling structure.
3. The property owner(s) requests that the temporary dwelling structure remain on the property after completion of the permanent dwelling structure. The temporary dwelling structure will no longer be used as a dwelling. The use of the structure will be as follows:

The Perry City Inspector or his agent approves of the use of the temporary dwelling structure that will remain on the property after completion of the permanent dwelling structure as described above.

(Signature of Inspector is required if box 3 is checked)

Signature: _____

It is agreed that the property owner will comply with all conditions required by Perry City and this agreement for the regulation of the temporary dwelling unit within ninety (90) days of the issuance of an occupancy permit for the permanent dwelling structure.

If the conditions of this agreement are not met within one hundred twenty (120) days of the issuance of an occupancy permit for the permanent dwelling structure, it is agreed that this contract authorizes Perry City to remove the temporary dwelling structure and the property owner will be responsible for any and all costs, including legal expenses, incurred by Perry City in the enforcement of this agreement.

This agreement shall be binding upon the successors in interest and assigns of the parties entering into this agreement.

Dated this _____ day of _____, 20_____.

Signed: _____
(Property Owner)

PERRY CITY

By: _____
(Mayor)

ATTEST:

By: _____
(City Recorder)