

VOLUNTARY DEMOLITION AGREEMENT

This Agreement is hereby entered into this ____ day of _____, by and between the **Ashtabula County Land Reutilization Corporation** (hereinafter referred to as the “Community”) and the undersigned property owner (hereinafter referred to as the “Owner”).

WHEREAS, Owner acknowledges the vacant structure(s) is in a substandard, deteriorated, or dilapidated condition, and that its removal benefits the public’s health, safety, and welfare; and

WHEREAS, said property is vacant and has been so for over one year; and

WHEREAS, Owner is not aware of any hazardous materials located, stored, kept, maintained or possessed on or about the above described property; and

WHEREAS, the Community has been awarded funds under the Ohio Department of Development’s Building Demolition and Site Revitalization Program Grant for the purpose of razing dilapidated structures as a means of elimination blighting influences; and

NOW THEREFORE, the below signed parties do mutually agree:

Section I: That the subject property is **4810 North Ridge Road East (03-005-00-044-00).**

Section II: That demolition activities shall include the razing of the following structure(s) by

licensed and insured contractors: **TO BE DETERMINED**

Section III: That the scope of demolition activities shall include the razing of the structure(s), the clearance and hauling away of all building debris, the spreading of topsoil to level the ground of the razed site and the seeding of the demolition site.

Section IV: That the Community shall undertake and have fully performed all demolition activity; including the bidding, contracting, razing, cleanup and inspection. The Community shall take due diligence to assure all demolition activities are properly carried out and completed in a satisfactory manner.

Section V: Owner understands that the Community shall incur all costs directly associated with the demolition activity as set forth herein and Owner agrees to contribute 25% toward cost of demolition. Owner’s contribution is due prior to the start of demolition. The owner shall retain ownership of the property. Owner understands that the Community will fund the demolition of the structure and that no liens will be imposed or recorded by the Community or Ashtabula Township.

Section VI: The Community has the right to reject all bids in regards to razing the subject property and does not guarantee that demolition activity will, in fact, occur due to funding

constraints.

Section VII: The Owner consents to razing of the subject structure(s) and removal of building debris and waives any rights of recourse for damages to the subject property, if any.

Section VIII: The Owner agrees to hold harmless the Community and parties associated with the administration and implementation of the Grant and all claims, liability damage or loss to person or property, which may arise or grow out of the razing of the above-described structure(s).

Section VIX: This agreement shall terminate and consent to demolition shall be considered withdrawn if demolition activities have not be commenced within 730 days from the date of signing of this agreement.

FOR COMMUNITY

Alex Iarocci, Executive Director of Ashtabula County Land Reutilization Corporation

Print name & title



Signature

11-21-2023

Date

PROPERTY OWNER(S)

Print name

Print name

Signature

Signature

Date

Date