

**COUNTY OF SUMMIT
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
AGREEMENT FOR THE DEMOLITION OF STRUCTURE(S)
LOCATED IN SUMMIT COUNTY WITH THE EXCEPTION OF THE CITIES OF AKRON,
BARBERTON, AND CUYAHOGA FALLS**

CIRCLE THAT WHICH APPLIES: (GARAGE) (HOUSE) (COMMERCIAL STRUCTURE)

In consideration of the mutual agreements contained herein, I(We) the undersigned, sole owner(s) of the real property known as ADDRESS: (Include City, State and Zip Code)

Street Address: _____
City: _____ State: _____ Zip Code: _____

do hereby agree that the structure(s) located at the above address is/are in such a state of disrepair as to create a serious hazard to the health and safety of the community, is uninhabitable and is economically infeasible to rehabilitate and therefore should be demolished.

I(We) do hereby assent, agree to, and permit the demolition (including utility shut-off) of these structure(s) by the County of Summit, Department of Community & Economic Development. By virtue of the structure(s) being situated within the County of Summit, the following stipulations apply as to demolition costs borne by the County of Summit:

- **IF STRUCTURE IS NOT FIRE DAMAGED** – The combined cost of demolition and asbestos assessment/abatement costs up to a maximum of Seven Thousand Five Hundred Dollars & No Cents (\$7,500.00) will be borne by the County of Summit utilizing Community Development Block Grant Funds, subject to the following conditions:
 - (1) Any amount needed in excess of the stated maximum amount necessary to enter a contract with the lowest acceptable bidder shall be deposited by the owner with the County of Summit Fiscal Office. Such deposit shall be made within thirty (30) days of notice by the Department of Community & Economic Development Division. Lacking such deposit, this agreement becomes null and void upon the lapse of the thirty (30) day period specified above.
- **IF STRUCTURE IS FIRE DAMAGED** – Only **AFTER** the depletion of any insurance funds being held in escrow by the County of Summit Fiscal Office shall the remainder of the cost of demolition as set forth in the non-fire damaged conditions be borne by the County of Summit utilizing Community Development Block Grant Funds. The Department of Community & Economic Development will notify the Fiscal Office to release any escrow funds that remain after demolition is complete.
- **ASBESTOS ASSESSMENT & ABATEMENT** - The owner shall be responsible for asbestos assessment/abatement and notification costs thereof of any commercial or residential facility structure as set forth by the Summit County Health District. Any cost (except notification fees) incurred by the owner regarding asbestos will be considered a reimbursable expense up to the maximum costs described above and shall be reimbursed by the County to the owner after the structure has been razed by the County. In the event that asbestos is discovered prior to or during demolition, it is the property owner's responsibility that the asbestos materials are properly removed and disposed of, according to the rules of the NESHAPS Asbestos Regulation 40 CFR, 61, Subpart M. Further, in the event that asbestos is discovered prior to or during demolition, I (We) agree to indemnify and hold the County harmless from any and all liability arising from the County's inability to identify all asbestos during the initial inspection of the property.

PERSONAL PROPERTY – I (We) do agree and assent to indemnify and hold the County harmless from any and all liability arising from the destruction of any and all personal property, regardless of ownership, which is allowed to remain within the proposed demolition area after **14** days from the signing of this document. **I (We) do agree and assent that all such personal property shall be deemed abandoned.** Any vehicles that are on the property and impede demolition of the structure(s) will be towed from the property, with the costs to be certified to the County Fiscal Office to be placed on the tax duplicate as a lien on the property, or taken from any fund available for demolition purposes.

OWNERSHIP CHANGE/LIEN OR LEASE HOLDER NOTIFICATION – I (We) do hereby agree to notify the County immediately upon the occurrence of any transfer of ownership and/or title in the real property first mentioned above. I (We) do agree to notify the County of any lien or leaseholder, liens and/or other encumbrances that are or have been placed on the real property. I (We) further agree to notify each lien or lease holder aforementioned of this action and to indemnify and hold County harmless from any and all liability arising from demolition of the real property first mentioned above.

SECURING STRUCTURE/PROPERTY MAINTENANCE – I (We) understand that my (our) assent to this agreement does not relieve me (us) in any way from my (our) responsibility to keep the structure(s) on the subject property secured from unauthorized entry until demolition and to maintain said property (including but not limited to the removal and proper disposal of garbage and trash, moving and raking) in a manner consistent with all applicable laws. I (We) further agree that in the opinion of the responsible County of Summit Department of Community & Economic Development, the subject property has not been properly secured, maintained or both, they may, at the discretion, cause the property to be secured, maintained or both and certify the costs of such action to the Fiscal Office of Summit County who shall enter said costs on the tax duplicate of the subject property as a special assessment. When collection occurs on the assessment, such funds shall be refunded to the County of Summit, Ohio.

Owner/Agent: _____ Owner/Agent: _____
Print Name Here: _____ Print Name Here: _____
Address: _____ Phone: _____ Date: _____
City: _____ State: _____ Zip Code: _____ Work Phone: _____

Date Prepared: _____