

AGREEMENT CONSENTING TO
DEMOLITION OF STRUCTURE

THIS agreement is made this _____ day of _____, 20____ by and between

_____ hereinafter, whether singular or plural, referred to as OWNER.

A
N
D

The County of Beaver, hereinafter referred to as COUNTY.

WHEREAS, the OWNER represents to the County of Beaver that the OWNER is the sole owner or owner of premises located at the address of [Click here to enter text.](#) and designated as Beaver County Tax Parcel No. [Click here to enter text.](#)

WHEREAS, there exists on said premises a structure, which is currently in a dilapidated condition unfit for use, with its current condition being such as to have an adverse effect upon the health and safety of the neighborhood where located, and same is not occupied as a dwelling unit; and;

WHEREAS, the COUNTY has an activity under its Community Development Block Grant Program for removal of such structures.

NOW, THEREFORE, WITNESS THAT in consideration of the covenants hereinafter set forth and intending to be legally bound hereby, the parties hereto agree as follows:

- I. The OWNER has and does hereby consent and grant to the COUNTY, to its employees, agents, contractors or subcontractors, the privilege and right to enter upon the aforesaid premises of the OWNER and to demolish and remove the said structure existing thereon.
- II. The COUNTY shall give the OWNER at least twenty (20) days prior written notice of the date that demolition of the structure shall be commenced. Such notice will be duly served by either mailing same to the OWNER through U.S. Postal System to the address as set forth below the OWNER'S signature hereafter, or by personal delivery duly receipted by the OWNER.
- III. The OWNER shall have removed any and all items OWNER desires from said premises prior to the date specified for commencement of the structure demolition.
- IV. In no way or manner shall the COUNTY, its employees, agents, contractors or subcontractors be liable for any damage or loss as to any items of property left on said premises or in said structure after the twenty (20) days' notice period has expired.

The OWNER does hereby release, agree to indemnify and hold harmless the COUNTY, its employees, agents, contractors or subcontractors from any and all claims, demands, actions or causes of action of every kind and every nature that may arise out of and as a

result of the OWNER herein granting the right to enter and demolish said structure as may be claimed by the OWNER or any person claiming rights through the OWNER or interest in said premises.

The COUNTY shall cause the demolition of the structure to be accomplished by its employees, agents, contractors or subcontractors in an orderly and reasonable fashion, requiring that the land be leveled to a proper grade, with any basement filled. The COUNTY shall require that adequate liability, Workmen's Compensation insurance and other necessary insurance is in existence during the entry, demolition of the structure and grading, whether same is done by the COUNTY, its employees, agents, contractors or subcontractors.

The OWNER shall receive no consideration, compensation or payment of monies for the herein granted entry and demolition of said structure, and the COUNTY shall advance and pay all costs and expense thereof, with the provision and condition however, that the OWNER for and in consideration of the demolition of the structure and removal of the unsafe and harmful conditions which exist on said premises, does hereby consent to have COUNTY place a Mortgage on said premises for the total cost of such entry, demolition and grading, which Mortgage will be reduced at a rate of 20% per year and forgiven after five (5) years in accordance with the Note.

The OWNER and the COUNTY mutually agree that the Mortgage created by the entry of the confessed Mortgage as aforesaid shall be and shall constitute a Mortgage only against the OWNER'S real estate as described hereinabove. The said Mortgage shall not constitute a lien against any other real estate owned or to be owned by the OWNER and neither this confessed Mortgage as aforesaid nor this contract shall give rise to any claim upon or the personalty, past, present or future, of the OWNER.

It is acknowledged and agreed by the parties hereto that the Mortgage hereby authorized to be confessed shall not levy or execute on said Mortgage during OWNER'S natural lifetime or so long as the OWNER remains record owner, legal and equitable, of said premises. The OWNER may voluntarily pay and cause the Mortgage, without interest to be paid and satisfied at any time; however in the event of sale, by deed or Article of Agreement, or otherwise by OWNER, or upon change of use of the property for a non-eligible CDBG purpose, said Mortgage with costs, without interest, shall be immediately due and payable.

The OWNER agrees that with the signing of this Agreement OWNER will simultaneously execute a Mortgage and Note in favor of the COUNTY. By its term said Note will limit its lien to the property.

The OWNER agrees that if both the Mortgage and Note are not signed as heretofore agreed upon, the COUNTY shall file, with the Prothonotary's Office, a Municipal Lien against the property. Said Municipal Lien, for the total cost of entry, demolition and grading, will be due and payable upon the sale of the property by the OWNER or the OWNER'S heirs, successors and assigns.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have herewith set their hands and seals the day and year above set forth.

WITNESS

OWNER

ADDRESS

CITY, STATE & ZIP

TELEPHONE NUMBER

WITNESS

OWNER

ADDRESS

CITY, STATE & ZIP

TELEPHONE NUMBER

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF BEAVER

On this the ___ day of _____, A.D. _____ before me, the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name(s) is/are subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary

My Commission expires:

Date