

RESOLUTION APPROVING A VOLUNTARY DEMOLITION AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND FOSTER S. LAING

WHEREAS, Jake Brand, Director of Community Services & Planning, has presented a voluntary demolition agreement for the approval of the Board, to-wit:

Scope: Voluntary Demolition of 206 Depot Street, Geneva, OH 44041 (PP# 20-008-00-020-00) between Ashtabula County Board of Commissioners (Community) and Foster S. Laing (Owner).

Term: Begins upon board approval and completed no later than August 31, 2023

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement, as noted above, is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED, that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-71

January 24, 2023

**RESOLUTION APPROVING A VOLUNTARY DEMOLITION AGREEMENT BY AND
BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND
FOSTER S. LAING**

Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.

VOTE:

Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV

Aye
Aye
Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

VOLUNTARY DEMOLITION AGREEMENT

THIS AGREEMENT, entered into this 24th day of January, 2023 by and between Ashtabula County Board of Commissioners ("Community") and Foster S. Laing ("Owner")

WHEREAS, Owner(s) are the record owners of certain property ("Property") located at 206 Depot Street Geneva OH 44041 (Geneva City) (PP# 20-008-00-020-00) and more particularly described as set forth in the legal description attached hereto and incorporated herein by this reference as Exhibit "A."

Prior Instrument of Reference: Vol. 780, Page 2457,

General Warranty Deed from

Paul K. Laing Jr. to

Foster S. Laing, Ashtabula County Recorder's Office, Ashtabula

County, Ohio.

WHEREAS, Owner acknowledges that located on the "Property" is a vacant structure that is in substantial deterioration and/or in dilapidated condition and that the removal of such structure would benefit the public's health, safety and welfare; and

WHEREAS, Owner acknowledges that the property and structures have been vacant for greater than one (1) year; and

WHEREAS, Owner certifies that there are no hazardous materials located, stored, kept, maintained or possessed in or about the "Property" and

WHEREAS, Owner certifies that said property is free and clear of any outstanding liens, mortgages, and encumbrances. Furthermore, any and all insurance policies covering the building and/or any personal contents contained therein, have been cancelled and are, therefore, no longer in force and effect; and

WHEREAS, the Community has been awarded funds under the Community Development Block Grant Program (CDBG) for the purpose of razing dilapidated structures as a means of eliminating blighting influences; and

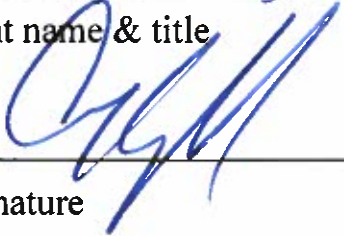
NOW, THEREFORE, in consideration of the mutual covenants set forth, the parties agree as follows:

1. Community agrees to undertake the razing and demolition of the structures which shall be performed in a reasonable manner by contractors, in the sole discretion of Community;
2. The scope of the demolition activities performed by Community shall include the clearance and hauling away of all building debris, the spreading of topsoil to level the ground of the razed site and seeding of the demolition site.
3. Owner consents to Community taking all reasonable steps to performing the razing and demolition as set forth herein and waives any right of recourse against Community for damage to the subject property, if any;
4. Owner agrees to hold harmless the Community and parties associated with the administration and implementation of the CDBG Program against any 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).
5. Community subject to the terms and conditions herein, agrees to incur all of costs directly associated with the razing and demolition as set forth herein and Owner agrees to contribute 10% towards cost of demolition. Owner's contribution is due prior to the start of demolition.

FOR COMMUNITY

Casey Kozlowski, President

Print name & title



Signature

1-24-23

Date

PROPERTY OWNER

Alex Tarocci

Print Name



Signature

12/27/2022

Date

Angie Maki Cliff

Print Name



Signature

12/27/2022

Date