



DEMOLITION AGREEMENT

This agreement is made between the City of Lyndon and _____, the property owner of record for _____ for the demolition of the structure located at that property address.

1. Property Owner agrees to demolish and remove, or contract to demolish and remove the structure located at _____ within 120 days from the date of this agreement.
2. Property Owner shall ensure that all debris from the demolition is removed to an approved demolition waste site, and shall also ensure that all basements are filled in to a level with the surrounding ground, as per attached Ordinance No. 851 - Demolition of Buildings and Structures and Site Clearance and Establishing Requirements for Demolition and Site Clearance.
3. City shall reimburse Property Owner for one-half (1/2) the contract cost of the demolition up to a maximum participation amount of Two Thousand Five Hundred Dollars (\$2,500.00). Property Owner shall submit to the City two (2) contractor bids. Property Owner to submit copy of contractor invoice for reimbursement. City will not pay for Property Owner's own labor or use of Property Owner's own equipment in addition to the contractor's bid for demolition.
4. If the Property Owner has been determined to have the means to demolish the above identified structure and in accordance with the Demolition Permit as determined by the Building Official, the City will reimburse the Property Owner for 100% of the landfill fees up to a maximum participation amount of Two Thousand Five Hundred Dollars (\$2,500.00). City will not pay for Property Owner's own labor or use of Property Owner's own equipment.
5. Property owner understands and agrees that each parcel of real estate shall only be entitled for cost share (pursuant to paragraphs 3 or 4) once, regardless of the number of structures on the parcel.
6. Acceptance of this agreement by the Property Owner is an acknowledgment that the property is unsafe, dangerous or unfit for human habitation, as defined by Ordinance No. 825 of the City of Lyndon, and is therefore, to be repaired or demolished within the time frame identified above.
7. It is further agreed by the City and the Property Owner that failure to demolish the above structure within the time frame identified shall cause the Building Official/Enforcing Officer to make arrangements to remove the structure and to assess the costs to the Property Owner as described in Ordinances No. 825 and 851 of the City of Lyndon.

8. No further notice shall be provided to the Property Owner for the demolition and removal of the structure located on the property above and Property Owner waives notice of a hearing requirement and procedures as identified in Ordinances 825 and 851 of the City of Lyndon.

Agreed and stipulated to on the _____ day of _____, 20____.

City of Lyndon

Property Owner

Mayor

Property Owner - Signature

Witness:

State of Kansas
County of Osage County

City Clerk

On this ___ day of _____,
20__, personally appeared before me

(Seal)

Who is personally known to me; whose
identity I proved on the basis of
satisfactory evidence to be the signer of
the above instrument, and he/she
acknowledged that he/she executed it.

Notary Public