

MEMORANDUM OF AGREEMENT GRANTING ACCESS TO PROPERTY AS REQUIRED TO PARTICIPATE IN RESIDENTIAL BUILDING DEMOLITION

This Memorandum of Agreement ("MOA") serves to confirm and document the intent of _____, ("Owner / Owners"), to provide access to Owner's / Owners' property ("Property") to the City of East Liverpool, their employees, agents and contractors, for purposes of participating in Residential Building Demolition. Owner(s) represent(s) that he/she/they is/are the legal owner(s) of property situated at _____, located in East Liverpool, Ohio (Parcel ID: _____).

Owner(s) agree(s) to the following conditions, as indicated by his/her/their signature(s) below, as follows:

1. Authorization for full access to the above-described property is granted to the City of East Liverpool, their employees, agents, and contractors. Access includes, but is not limited to, assessment of site for demolition, any activity required for demolition, and allowing all necessary equipment and personnel to achieve successful completion of demolition.
2. Owner will maintain ownership of Property and will not transfer, sell, deed, gift, sublet, or otherwise cause a change in ownership of Property during the term of demolition, unless the change in ownership is to the County or other appropriate governmental entity. This MOA shall be binding upon the Owner(s) hereto and their respective heirs, successors, legal representatives, successors, and assigns.
3. Owner shall indemnify and hold harmless the City of East Liverpool and related entities involved in demolition from and against any and all claims, demands, damages, actions, or causes of action, together with any and all losses, costs, or related expenses asserted by any person or persons for bodily injury, death or property damage ensuing from participation in demolition.
4. Owner will take no actions or lack of action that interferes with successful completion of demolition.
5. Consent granted by this MOA is irrevocable until completion of the demolition. Should Owner(s) cause the demolition to end prior to its successful completion, Owner(s) will be responsible for all costs incurred in demolition.
6. Owner agrees to fully cooperate with any additional requirements if needed. Such requirements may include, but are not limited to, any documentation, agreements, permits, easements, or liens with the City of East Liverpool or other governmental entities needed for successful completion of demolition.
7. Owner affirms that to the best of his/her/their knowledge the property is not subject to any liens or other encumbrances.

SO AGREED AND AFFIRMED.

(Property Owner(s) Signature) (Date) (Phone Number)

State of Ohio, County of _____

Sworn to or affirmed and subscribed before me by _____ (name of person making oath / affirmation) on this date of _____.

(Notary Seal)

Signature of Notary Public

My Commission Expires: _____