



Butler County Land Bank’s Nuisance Demolition Program Policies & Procedures

Policies

Butler County Land Bank’s Nuisance Demolition program provides participating communities funds to demolish blighted residential and commercial structures. To qualify for the Land Bank’s Nuisance Demolition program the property must:

- Be a residential or commercial structure,
- meet the Ohio Revised Code for “blight” (see attachment 2),
- be vacant for 60 days or is imminent danger to the public,
- have and meet owner’s written “Agreement to Demolish” (see attachment 1) or meet statutory guidelines for demolition through the community’s local nuisance/condemnation process, and
- a lien must be placed on the property for cost of demolition, unless otherwise approved by the Land Bank Board of Directors.

Procedures

Once a property is properly identified by a participating entity and an application is ready to be made by that entity the following procedures apply:

- Provide:
 - Butler County Land Bank standard Project Application,
 - documentation confirming the structure meets the Ohio Revised Code definition of Blight (see attachment 2),
 - proof of ownership,
 - completed “Agreement to Demolish, if applicable (attachment 1), and
 - photos of property showing the blighted condition.
- Once required documentation is received, staff will review eligibility and determine if funding is available, staff will work with the applicant on how to proceed.

Contact

Butler County Land Bank
130 High Street, 6th Floor,
Hamilton, OH 45011
(P) 513.785.5109



Attachment 1

AGREEMENT TO DEMOLISH

THIS AGREEMENT, which includes the attached appendices A and B, is entered into as of this _____ day of _____, 20____, by and between the Butler County Land Reutilization Corporation, hereinafter referred to as the “**Land Bank**”, located at 130 High Street, Hamilton, Ohio, and

OWNER/ADDRESS hereinafter referred to as “**Owner**”.

WHEREAS, the Land Bank has secured funds in order to demolish blighted structures which have deteriorated beyond the point of rehabilitation at reasonable cost; and

WHEREAS, the Land Bank has been provided proof the Owner owns the real property described in Appendix A, (“**Property**”), including one or more structure(s) located thereon which is/are beyond the point of rehabilitation at reasonable cost, thus making such structures eligible for demolition;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual promises, covenants, and warranties contained herein the Land Bank and the owner do mutually promise, bargain, and agree as follows:

1. Owner hereby consents to the demolition of the blighted structure(s) located on the Property. Owner hereby freely and voluntarily gives consent without promise of additional compensation. The structure(s) to be demolished, as mutually agreed upon by Owner and Land Bank, are set forth in Appendix B, which is attached hereto. Owner also grants a license to Land Bank to enter upon the Property for the purpose of conducting the demolition.
2. Land Bank will: (a) demolish the blighted structure(s) on the Property; (b) remove the demolition debris from the site and dispose of it; (c) backfill with ordinary dirt to ground level, filling any basement or crawl space; and (d) grade to match the surrounding terrain. Demolition includes neutralizing, but not necessarily removing any septic tank(s) or associated private sewer system components. Demolition may, but shall not necessarily include, removing the foundation of the structure(s). All decisions concerning the nature and scope of demolition shall be made by the Land Bank in its sole discretion.



Nuisance Demolition Program

3. The Land Bank agrees to select and employ a properly insured demolition contractor (“Contractor”) at Land Bank expense, both to demolish the blighted structure(s) and to dispose of the debris.
4. The cost of demolition and debris disposal shall be assessed against the Property.
5. As an inducement to secure the Land Bank’s agreement to demolish the blighted structure(s) on the Property, the Owner warrants and represents to the Land Bank as follows any known:
 - a) The persons or entities who have executed this Agreement as Owner constitute all of the persons or entities who hold an interest in the Property and also have the legal authority to enter into this Agreement.
 - b) There are no unpaid or unreleased mortgages on the Property, or liens which attach to the said Property.
 - c) No person or entity who is not a party hereto has a beneficial or possessory interest in the Property by virtue of a written or oral lease, occupancy arrangement, license, land contract, or otherwise.
 - d) Owner has disclosed to Land Bank all third parties who may have, or claim to have, an interest in the Property, either latent or patent.
 - e) There are no dangerous or hazardous hidden conditions either within, underneath, or outside any structure(s) to be demolished on the Property which currently pose or could pose a potential hazard, danger, or other health or safety concern to the demolition process, including without limitation leaking gas lines, explosives or other ordinance, petroleum or chemical storage tanks, hidden wells, cisterns, or underground shelters.
 - f) There are no pending or threatened legal actions, pending or threatened mortgage foreclosures, tax foreclosures, mechanics’/materialmen’s liens or other legal proceedings in any way affecting or involving the Property, or the structure(s) located thereon.
 - g) There are no pending or threatened administrative or other regulatory proceedings involving the Property or its condition.



Nuisance Demolition Program

- h) The Property is not currently the subject of a Land Installment Contract, an Option to Purchase, or Contract to Sell or Purchase the Property, and there is no effort now underway to alter the ownership of the Property or transfer any beneficial interest in the Property of whatsoever type or nature
 - i) There is no personal property and no persons or farm or domestic animals located on the Property.
 - j) There have not been any spills or leaks of hazardous or noxious substances or wastes on the Property, and no noxious or hazardous substances are stored on the Property as defined under any local, state, or federal law or regulation.
 - k) There have not been any spills or leaks of petroleum or petroleum products and there are no underground storage containers for petroleum or petroleum products on the Property, and no petroleum or petroleum products are stored on the Property.
6. Owner agrees to protect, defend, indemnify, and hold Land Bank and its employees, officers, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, or liabilities of every kind and character arising out of or in connection with the Property or this Agreement, including without limitation bodily injury, death, or damage to property, title or interest.

IN WITNESS WHEREOF, Owner and Land Bank have each hereunto set their hands, agreeing to the foregoing terms and the demolition of the blighted structure(s) located on the Property.

BUTLER COUNTY LAND REUTILIZATION CORPORATION

SETH GEISLER
Executive Director

Date

OWNER

NAME

Date



Attachment 2

BLIGHTED PARCEL – OHIO REVISED CODE 1.08

(B) “Blighted parcel” means either of the following:

(1) A parcel that has one or more of the following conditions:

(a) A structure that is dilapidated, unsanitary, unsafe, or vermin infested and that because of its condition has been designated by an agency that is responsible for the enforcement of housing, building, or fire codes as unfit for human habitation or use;

(b) The property poses a direct threat to public health or safety in its present condition by reason of environmentally hazardous conditions, solid waste pollution, or contamination;

(c) Tax or special assessment delinquencies exceeding the fair value of the land that remain unpaid thirty-five days after notice to pay has been mailed.

(2) A parcel that has two or more of the following conditions that, collectively considered, adversely affect surrounding or community property values or entail land use relationships that cannot reasonably be corrected through existing zoning codes or other land use regulations:

(a) Dilapidation and deterioration;

(b) Age and obsolescence;

(c) Inadequate provision for ventilation, light, air, sanitation, or open spaces;

(d) Unsafe and unsanitary conditions;

(e) Hazards that endanger lives or properties by fire or other causes;

(f) Noncompliance with building, housing, or other codes;

(g) Nonworking or disconnected utilities;

(h) Is vacant or contains an abandoned structure;



Nuisance Demolition Program

- (i) Excessive dwelling unit density;
- (j) Is located in an area of defective or inadequate street layout;
- (k) Overcrowding of buildings on the land;
- (l) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (m) Vermin infestation;
- (n) Extensive damage or destruction caused by a major disaster when the damage has not been remediated within a reasonable time;
- (o) Identified hazards to health and safety that are conducive to ill health, transmission of disease, juvenile delinquency, or crime;
- (p) Ownership or multiple ownership of a single parcel when the owner, or a majority of the owners of a parcel in the case of multiple ownership, cannot be located.

(C) When determining whether a property is a blighted parcel or whether an area is a blighted area or slum for the purposes of this section, no person shall consider whether there is a comparatively better use for any premises, property, structure, area, or portion of an area, or whether the property could generate more tax revenues if put to another use.

(D)(1) Notwithstanding any other provision of this section, absent any environmental or public health hazard that cannot be corrected under its current use or ownership, a property is not a blighted parcel because of any condition listed in division (B) of this section if the condition is consistent with conditions that are normally incident to generally accepted agricultural practices and the land is used for agricultural purposes as defined in section 303.01 or 519.01 of the Revised Code, or the county auditor of the county in which the land is located has determined under section 5713.31 of the Revised Code that the land is “land devoted exclusively to agricultural use” as defined in section 5713.30 of the Revised Code.

(2) A property that under division (D)(1) of this section is not a blighted parcel shall not be included in a blighted area or slum.

Effective Date: 2007 SB7 10-10-2007