

RAZE AGREEMENT

This agreement is entered into between the undersigned property owners and the Johnson County Planning, Development and Sustainability Director. The purpose of the agreement is to grant the property owners Building Permit No _____ in exchange for the property owners agreeing to raze an existing residential structure after completion of the new building. Both parties acknowledge that, without this agreement to raze the existing building, the property owners would not be entitled to a building permit because the new structure would be prohibited by the Johnson County Unified Development Ordinance.

THEREFORE, along with acknowledging the above purpose of this Raze Agreement, the parties agree as follows:

1. The undersigned property owners are the owners of real property located at _____ in Johnson County, Iowa. As of the date of this agreement, there is an existing residence located at this property.
2. The property owners desire to build a new residence but doing so with an existing residence on the property would be contrary to the Johnson County Unified Development Ordinance.
3. In exchange for being allowed to build a new residence even though there is an existing residence on the property, the undersigned property owners agree to raze the existing residence within thirty (30) days of receiving an approved Temporary Occupancy Permit for the new residence or within twenty-four (24) months of the signing of this agreement, whichever time period is shorter.
4. The property owners agree to notify the Johnson County Planning, Development and Sustainability Director that they have received a Temporary Occupancy Permit for the new residence, subject to Building Permit No _____, within twenty-four (24) hours of the same.
5. The property owners agree that if the existing residence has not been razed by the date required in this agreement, the property owners are in breach of this agreement.
6. If the property owners have not razed the existing residence by the date required in this agreement, and thereby have breached the agreement, the existing residence will be razed at the direction of the Johnson County Planning, Development and Sustainability Director with the cost of said action being paid by the property owners. The property owners agree that said razing of the existing residence will not be considered "Waste" or "Trespass" under applicable Iowa law.
7. If litigation is required to enforce this agreement due to the property owners' breach of the same, the property owners agree to pay the costs of such litigation, including reasonable attorneys' fees.
8. If during the pendency of this Raze Agreement the Johnson County Unified Development Ordinance is amended such that it is no longer contrary to the Johnson County Unified Development Ordinance for the property owners to have two residence on the above described property, the property owners will not be required to raze the existing residence, so long as all other portions of the Johnson County Unified Development have been satisfied including but not limited to plat approval, if necessary.
9. The property owners acknowledge that they enter into this agreement of their own accord and with full opportunity to seek the advice of legal counsel.

Dated this _____ day of _____, 20__.

Property Owners:

State of Iowa)
)ss:
County of Johnson)

Subscribed to and sworn before me this _____ day of _____, 20__,

by _____

Notary Public, in and for the State of Iowa

Johnson County Planning, Development and Sustainability Director:

Josh Busard

State of Iowa)
)ss:
County of Johnson)

Subscribed to and sworn before me this _____ day of _____, 20__,

by _____

Notary Public, in and for the State of Iowa