

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2003 by and between the City of Lexington, Tennessee (hereinafter referred to as "the City"), and _____, a citizen of Lexington, Tennessee (hereinafter referred to as "the property owner."

WHEREAS, the property owner presently owns a tract of land located at _____ (Address) _____ and more specifically defined as _____ (Legal description as shown on property deed) _____; (hereinafter referred to as "the subject property),

WHEREAS, the subject property has been severely damaged in a recent tornado, such damages resulting in a collection of debris deemed by the City to be a nuisance and a threat to the health, safety and welfare of the community; and,

WHEREAS, Tennessee Code Annotated, title 13, chapter 21, authorizes municipalities to adopt slum clearance ordinances under which municipalities, after proper notice and hearing given to the property owner and parties in interest, can abate unsafe structures used for human habitation, including the demolition of such structures, and under which municipalities can place a lien on the property for their cost of abating such unsafe structures; and,

WHEREAS, the City of Lexington has adopted a slum clearance ordinance as authorized by Tennessee Code Annotated, title 13, chapter 21, which ordinance is contained in the Lexington Municipal Code, title 13, chapter 6; and,

WHEREAS, pursuant to title 13, chapter 12 of the Lexington Municipal Code, the City has directed the property owner to abate said nuisance at the subject property; and,

WHEREAS, the property owner has advised the City that she lacks the financial resources necessary to pay for the abatement of said nuisance; and,

WHEREAS, due to the public health hazard posed by the nuisance at the subject property, the City has determined that extraordinary measures must be taken to protect and safeguard the health and well being of the community.

NOW, THEREFORE, IN CONSIDERATION OF THESE FACTS, THE PARTIES HERETO AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

1. The property owner understands that under the City's slum clearance ordinance that she is entitled to a notice and a hearing on the abatement of the unsafe structure that is the subject of this agreement, and to the extent that she is entitled to any further notice and hearing under that ordinance, she knowingly waives such rights and hereby grants the City, and contractors working on behalf of the City, permission to enter upon the subject property for the purpose of abating any and all nuisances which exist on the premises. The property owner hereby agrees and understands that such abatement may include the demolition and removal of all structures and personal property located on the premises.

2. The property owner hereby agrees to hold the City, and contractors working on behalf of the City, harmless for any and all injuries to any persons, or damages to all real or personal property, resulting

from the performance of this agreement.

3. Within 30 days of the City's abatement of the nuisance at the subject property, the City shall submit to the property owner an itemized bill for the City's actual, reasonable expenses incurred in the abatement of the nuisance. Such actual, reasonable expenses may include the cost of all labor, equipment, permits, and related expenses incurred by the City or by contractors working on the City's behalf, necessary to complete the abatement.

4. Upon receipt of the City's itemized bill for the cost of the abatement, the property owner shall have 15 calendar days to submit payment in full to the Office of the Lexington City Recorder. It is agreed and understood that should the property owner fail to make such timely payment to the City, the City shall direct the City Attorney to file a tax lien against the property pursuant to Tennessee Code Annotated, title 13, chapter 21, and section 13-603 of the City's slum clearance ordinance.

5. Nothing in this agreement shall be construed to prohibit the City from exercising its rights to compel the abatement of the nuisance at the subject property by other means provided in Tennessee Code Annotated, title 13, chapter 21, and section 13-603 of the City's slum clearance ordinance.

FOR THE CITY

FOR THE PROPERTY OWNER
