

Structure Usage Change Agreement

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

Therefore, along with acknowledging the above purpose of this Change Agreement, the parties agree as follows:

1. The undersigned property owners are the owners of a real property located at _____ in Johnson County, Iowa. As of the date of this agreement, there is an existing residence located at this real 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 strip the existing residence of all items that allow habitation as a residence, including any laundry appliances, kitchens, bathtubs, and showers, within thirty (30) days of receiving an approved Temporary Occupancy Permit for the new residence or within twenty-four (24) months of signing this agreement, whichever time period is shorter. One half-bath may remain intact.
4. The property owners agree to notify the Johnson County Planning, Development and Sustainability Department when they have complied with the above Paragraph 3. They also agree that no Occupancy Permit will be issued for Building Permit _____ until the existing residential structure has been inspected by the Johnson County Planning, Development and Sustainability Department.
5. The property owners agree that if the existing residence has not been converted by the date required in this agreement, the property owners are in breach of this agreement.
6. If the property owners have not converted the existing residence by the date required in this agreement, and thereby have breached this agreement, the existing residence will be stripped of contents listed in paragraph 3 of this agreement at the direction of the Johnson County Planning, Development and Sustainability Administrator with the cost of said action being paid by the property owners. The property owners agree that said changes 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 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 Change 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 residences on the above-described property, the property owners will not be required to change the existing residence, so long as all other portions of the Johnson County Unified Development Ordinance 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 & Sustainability Administrator:

Rick Dvorak

State of Iowa)

)ss:

County of Johnson)

Sucscribed to and sworn before me this ____ day of _____, 20__, by
_____.

Notary Public, in and for the State of Iowa