| RE 66 |  | C/R/S |  |
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| Rev. 03/26/2020 |  | PARCEL | - |
|  |  | PID NO. |  |
| **AGREEMENT FOR REMOVAL OF IMPROVEMENT(S)** | | FEDERAL PROJ.#. |  |
| This Agreement made and entered into this date of Click or tap to enter a date. by and between       hereinafter called the OWNER, and the Department of Transportation of the State of Ohio, hereinafter called the STATE, and  WHEREAS, the Owner has agreed to grant the State certain rights needed in the improvement of the above captioned section of highway as shown by the plans on file with the Transportation Department, Columbus, Ohio, and  WHEREAS, the Owner has agreed to accept the State’s determination of value of the improvement(s) listed in 2 below, less the salvage value in return for the owner’s right to retain and remove said improvement(s) and  WHEREAS, the State has agreed to pay the Owner the net sum of       Dollars, ($0.00) which represents the entire sum of money to be paid by the State to the Owner for and in consideration of interest taken, damage from all causes, and the removal of the improvement(s) located on subject parcel pursuant to the terms of the Agreement.   |  |  |  | | --- | --- | --- | |  | FMVE |  | |  | Salvage Value (-) |  | |  | Net Sum = | $0.00 | | | | |
| NOW THEREFORE, it is mutually understood and agreed between the parties as follows:  1. The Owner shall perform the removal operation in keeping with the following conditions unless specific exceptions are made in writing to the Owner by the District Real Estate Administrator of the Department of Transportation and/or the Local Public Agency.  a. The removal of the improvement(s) listed herein shall be to ground level. The area surrounding the improvement(s) removed shall be cleared of all debris incidental to said improvement(s). Any holes or voids created by the removal of the improvement(s) shall be filled to the existing ground level with soil, granular material, shale, rock or other clean non-combustible, non-degradable material.   1. Prior to beginning of work the Owner shall:   (1) If the improvement(s) are to be relocated on residual land either owner, leased or licensed to the owner, the owner shall secure written approval of the intended relocation site from the District Real Estate Administrator of the Department of Transportation.  (2) In the case of a sign relocation, secure the necessary approval and permit from the Advertising Device Control Section within the Office of Contracts at ODOT.  (3) Secure all required permits from the proper public authorities. All utilities shall be properly disconnected in compliance with local requirements.  2. That the improvement(s) to be retained and removed by the Owner is/are identified as follows:  Parcel No. ,  Parcel No. ,  3. That the sum of money mentioned above shall be paid as follows:  a. A warrant will be prepared and paid by the State to the Owner within ninety (90) days of execution of this agreement, in the amount of       Dollars ($0.00).  b. When the improvement(s) have been removed to the new location and the debris cleared on the former site to the satisfaction of the District Real Estate Administrator, the Owner will be paid the amount of       Dollars ($0.00), representing the balance of the consideration.  c. Removal work will commence within fourteen (14) days after receipt of the warrant described in 3a above and all work shall be completed by Click or tap to enter a date..  It is mutually agreed by the parties hereto that time is of the essence in this agreement and if the Owner does not complete the removal of the improvement(s) herein described to the satisfaction of the Department of Transportation as specified herein, the Director of Transportation may enter upon the property described and remove said improvement(s) in whatever manner he see fit. Further, the Owner agrees that the cost of such removal shall be deducted from the balance shown in 3b.  It is further understood and agreed that the funds withheld from the Owner in Section 3b will be paid to the Owner within sixty (60) days after the date of the accepted completion of the work in Section 3b. Failure by the Owner to comply with the provisions of this agreement may result in the forfeiture of the entire amount with-held, at the discretion of the Director of Transportation. | | | |
| IN WITNESS WHEREOF \*Name of Grantors\* Choose an item. hereto set Choose an item. hand on Click or tap to enter a date. | | | |
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| |  |  | | --- | --- | | Grantor Signature: |  | | Name Printed: |  | | Grantor Signature: |  | | Name Printed: |  | | | | |
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| STATE OF OHIO, COUNTY OF Choose an item. SS:  BE IT REMEMBERED, that on the       day of      ,      , before me the subscriber, a Notary Public in and for said state and county, personally came the above named \*Name of Grantors\* who signed or acknowledged the signing of the foregoing instrument to be Choose an item. voluntary act and deed.  IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid. | | | |
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| |  |  |  | | --- | --- | --- | |  |  | | |  | NOTARY PUBLIC | | |  | My commission expires: |  | |  | STATE OF OHIO  DEPARTMENT OF TRANSPORTATION | | |  |  | | |  | (Director Signature) | | | By: |  | | |  | Name of ODOT representative having signature authority | | |  | Print name of ODOT representative | | |  |  | | |  | Date: | | |  |  | | |  |  | | | | | |