

## SALE OF IMPROVEMENT AND PERFORMANCE BOND AGREEMENT

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter called Purchaser, and the MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION, hereinafter called Commission, **WITNESSETH:**

1. In consideration of the payment of the sum of \$ \_\_\_\_\_ Dollars, the receipt of which is hereby acknowledged, Commission does hereby sell, transfer and assign to purchaser separate and apart from the land, and subject to conditions hereinafter set out, the improvement or improvements identified as:
  
2. Purchaser agrees to remove the improvement(s) to foundation level within \_\_\_\_\_ days.  
**NOTE:** District should include any special provisions: i.e., disposal of hazardous materials, clean up of area, etc.
  
3. Purchaser shall comply with county and municipal ordinances and state law in carrying out the terms of this Agreement and shall obtain, at his/her own expense, all necessary permits and licenses.
  
4. Purchaser deposits herewith as a performance bond, to assure compliance with the terms of this Agreement, the sum of \$ \_\_\_\_\_ Dollars, the receipt of which is hereby acknowledged. In the event purchaser fails to raze the improvements as set out in this Agreement and within the time set forth, purchaser, by his/her action, relinquishes all right, title and interest in said improvements unto the Commission, and the aforesaid bond shall be retained by the Commission as liquidated damages, and said improvements shall be disposed of by the Commission in any manner it deems necessary. At the request of purchaser, the Commission's designated representative will inspect the right of way to determine compliance with this agreement and if purchaser is found to have complied with the terms hereof, Commission's representative will cause a state treasurer's check to be issued in favor of purchaser, refunding said performance bond in full. (Said state treasurer's check will be mailed to purchaser in about three to six weeks after requested).
  
5. Purchaser shall save harmless the Commission, its officers, agents and employees from all claims for damages for which might result from purchaser's operations in carrying out this agreement.

**IN WITNESS WHEREOF**, this agreement has been executed on behalf of the respective parties on the date first above written.

**MISSOURI HIGHWAY AND  
TRANSPORTATION COMMISSION**

By \_\_\_\_\_

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

**FOR INTER-DEPARTMENT USE:**

The rights of way set forth above were inspected on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, and I have found the purchaser has complied with the terms of this agreement.

\_\_\_\_\_  
Inspector's signature

County \_\_\_\_\_ Route \_\_\_\_\_ Job No. \_\_\_\_\_ Federal No. \_\_\_\_\_

Parcel No. \_\_\_\_\_ Former Owner \_\_\_\_\_