

COUNTY: _____
ROUTE: _____
JOB NO.: _____
FED. PROJECT NO.: _____
PARCEL: _____

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
REQUIREMENTS FOR THE RETENTION OF IMPROVEMENTS**

Owner (tenant) agrees to remove said improvements to foundation level, in full compliance with the following requirements:

1. Owner (tenant) shall comply with all State and County laws and City ordinances, if any, in making such removals and shall obtain, at their own cost, all necessary permits and licenses.
2. All utilities to the improvements will be cut off at the main and the sewer sealed, except where private septic systems are involved.
3. The deposit of brick, concrete and other masonry materials in the basement cavity will be allowed Combustible or flammable materials such as lath, paneling, tar paper or other debris shall not be placed in the basement cavity or buried on the acquired property. If a basement is not involved, the area will be clear and free of trash, lumber and debris and any such material will not be left on the property.
4. Owner (tenant) shall hold the Commission, its officers, agents and employees harmless from all claims for damages which might result from owner's (tenant's) operation in carrying out this agreement.
5. Owner (tenant) further agrees that no buildings retained shall be relocated into the path of present or proposed MoDOT right of way or easement areas.
6. The removal of the improvements and peaceable possession of the property will be completed within the required 90 day period as specified in the "Escrow Agreement" and the "Notice to Vacate" letter. If removal and possession is not accomplished within this 90 day time period, it will be necessary for the owner (tenant) to request that the Department consider an "Extension of Possession Agreement." If approved, the owner (tenant) will be charged rent on a month-to-month – basis in an amount equal to 2/3 of 1% of the purchase price of the property.

In order to insure compliance with the terms of the Escrow Agreement and the terms of the previously stated requirements for removal and demolition, a possession bond will be held by the escrow agent. In the event owner (tenant) fails to remove said improvements in accordance with these terms, the owner (tenant) shall relinquish all right, title and interest in said improvements to the Commission, and the aforesaid sum 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. In the event said improvements are removed in accordance with the specified terms, as verified by MoDOT inspection, the said possession money will be returned to the owner (tenant).