**Contract For Sale And Purchase**

**Of Environmental Resource Easement**

PARCEL(S): \*List All Parcels\*-\*Suffix(s)\*

\*CTY-RTE-SEC\*

 This Agreement is by and between the State of Ohio, Department of Transportation [“Purchaser”] and \*Name(s) of Seller(s)\* [“Seller”; “Seller” includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as “Parties.”

 In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

**1. Price and Consideration**

 Purchaser shall pay to Seller the sum of $\*Amount\*, which sum shall constitute the entire amount of compensation due Seller for: (a) an environmental resource easement for \*stream/wetland/bat/etc\* mitigation [“Easement”] in, on, over and through the real property described in Exhibit A attached hereto [“Premises”]; (b) any and all damages to any residual lands of Seller; (c) Seller’s covenants set forth herein; and (d) any and all supplemental instruments reasonably necessary to transfer and convey the Easement to Purchaser.

Notwithstanding the transfer and conveyance of the Easement, Seller shall be exclusively responsible for all real estate taxes and assessments, including any interest or penalties thereon, that are or may be levied on the Premises. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy any outstanding real estate taxes and assessments that may be currently due and owing; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

**2. Estate Sold and Deed to Transfer**

 Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the Easement in, on, over and through the Premises, the terms and conditions of the Easement are set forth in Exhibit B attached hereto and incorporated herein by this reference.

**3. Supplemental Instruments**

 Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in the Easement.

**4. Warranty of Title**

 Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

**5. Elimination of Others’ Interests**

 Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all rights, titles and interests any person or entity other than the Parties may have to use, enjoy or occupy the Premises in a manner that is inconsistent with or violative of the terms and provisions of the Easement to be granted to Purchaser.

**6. No Change in Character of Property**

 Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the Premises. Provided however, with the prior written consent of Purchaser, which it shall not withhold unreasonably, Seller may change the character of the land, or alter, remove, destroy or change any improvement located on the Premises if such change of character, alteration, destruction or change of an improvement does not frustrate or impede the purposes of the Easement.

 If, prior to the date on which the Easement is transferred and conveyed by Seller to Purchaser, the Premises suffer any damage, change, alteration or destruction that was not consented to by Purchaser as provided for above, then Seller shall restore the Premises to the condition it was in at the time Seller executed this Agreement. Provided however if such a damage, change, alteration or destruction suffered by the Premises, that was not consented to by Purchaser as provided for above, is caused by an Act of God or Vis Major, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may elect to consummate and close this Agreement for the Easement without reduction to the purchase price mentioned above, or to terminate and cancel this Agreement upon written notice to Seller, whereupon this Agreement shall become null and void and all of the Parties hereto shall be released from any and all duties and obligations created by this Agreement.

**7. Designation of Escrow Agent**

 Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

**8. Closing Date**

 The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

**9. Binding Agreement**

 Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

**10. Multiple Originals**

 This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

**11. Entire Agreement**

 This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon either Seller or Purchaser.

**12. Amendments and Modifications**

 No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

 In Witness Whereof, the parties hereto, namely the State of Ohio, Department of

Transportation, and \*Name(s) of Seller(s)\* have executed this Agreement on the date(s) indicated immediately below their respective signatures.

**SEE ACKNOWLEDGEMENT FORMS RE 244-C THROUGH RE 249-C FOR THE CORRECT FORM OF THE SIGNATURE BLOCK FOR EACH OWNER, AND INSERT AS NEEDED**

**DELETE THESE INSTRUCTIONS UPON FORMATTING EACH OWNER’S SIGNATURE BLOCK**

 STATE OF OHIO

 DEPARTMENT OF TRANSPORATION

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 JACK MARCHBANKS, Ph.D., Director

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By: \*Name of Director’s Designee\*

**State of Ohio, County of** **\*County\*** ss:

 Be It Remembered, that on the \*Date\* day of Click or tap to enter a date. before me a Notary Public in and for said state and county, personally came the above named \*Name of Director’s Designee\*, the duly authorized representative of the State of Ohio, Department of Transportation, who acknowledged the foregoing instrument as the voluntary act and deed of the State of Ohio, Department of Transportation.

 In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NOTARY PUBLIC

 My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_