Rev. 07/20

**C/R/S** **\*CRS\***

**PID#** **\*PID\***

**Agreement #**

**OHIO DEPARTMENT OF TRANSPORTATION**

**SUBORDINATION AGREEMENT**

THIS AGREEMENT, made this Choose an item. day of Click or tap to enter a date. , between the State of Ohio, acting by and through the Director of Transportation of the State of Ohio, as First Party, hereinafter referred to as the STATE and the \*Utility Company Name\*, as Second Party, hereinafter referred to as the COMPANY, whose office is located at \*Utility Company Address)\*.

WITNESSETH:

WHEREAS, the STATE has acquired certain lands for highway purposes, (hereinafter called “Highway Right of Way”) as located by surveys and shown on plans on file in the office of the Ohio Department of Transportation and has constructed on the Highway Right of Way a new highway as contemplated by said project designated as \*CRS\* \*PID\*

WHEREAS, the COMPANY is the owner of certain \*Type of Facility – Water, Gas, Elec., etc.\* facilities which were located on property in which the COMPANY had a compensable property right and said facilities had to be relocated to accommodate the highway project; and

WHEREAS, the COMPANY has relocated the existing facilities, and at the request of the STATE has relocated said \*Type of Facility – Water, Gas, Elec., etc.\* along \*State Route Location\* within the land covered by the Highway Right of Way, which is owned in fee title by the STATE, without replacement of the property right the COMPANY held in the previous location of said \*Type of Facility – Water, Gas, Elec., etc.\* facility.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

1. The STATE confirms the relocation of the COMPANY’S \*Type of Facility – Water, Gas, Elec., etc.\* within the Highway Right of Way, without replacement of the existing property right, covered by the COMPANY’S proposal as shown on the COMPANY’S relocation plans, approved by the STATE, and the COMPANY’S right to have access to said \*Type of Facility – Water, Gas, Elec., etc.\* to ensure the efficient and effective operation and maintenance thereof.

2. The COMPANY agrees that within the Highway Right of Way is the following described area;       .

(Attachment “A”)

The COMPANY’S rights under this agreement shall be subordinate and subject to the Highway Right of Way and the STATE’S rights thereunder, but only to the extent that the COMPANY’S exercise of these rights interferes with the STATE’S use of the Highway Right of Way and the rights thereunder in the surface of the land covered by the Highway Right of Way and to the distance above or below the surface reasonably required for the original construction of the new highway and for the maintenance and operation of said highway as originally constructed.

3. Any exercise of the COMPANY’S rights shall be subject to the STATE’S rules and regulations for protection of the highway and the public use thereof, and the COMPANY shall indemnify the STATE against any damages to the highway resulting from any such exercise.

4. Any future or further alteration and/or relocation of any facility of the COMPANY now within the subordinate easement area as described in paragraph 2, which is required, by order of the STATE in connection with any use by the STATE of the Highway Right of Way or any of the rights thereunder after completion of the original construction of the new highway, shall be performed by the COMPANY; provided however, that the STATE shall reimburse the COMPANY for such performance (in accordance with applicable law), but exclusive of any additions to or betterments of facilities existing at the time such alteration and/or relocation is ordered by the STATE.

5. The consideration of this agreement is One Dollar ($1.00), paid by the STATE, the receipt of which is hereby acknowledged by the COMPANY.

6. The agreement shall bind and inure to the benefit of the successors and assigns of the COMPANY and the STATE, respectively.

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| IN WITNESS WHEREOF, the parties hereunto have caused this agreement to be duly executed in duplicate as of the day and year first above written.  STATE OF OHIO  By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  JACK MARCHBANKS, PH.D.  Director of Transportation  \*UTILITY COMPANY NAME\*  By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name (Print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| State of Ohio, County of Choose an item.:  Be It Remembered, that on the \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, before me the subscriber, a Notary Public in and for said state and county, personally came the above named \*Utility Company Name\*, who signed or acknowledged the signing of the foregoing instrument to be their voluntary acts and deeds. No oath or affirmation was administered to the above named \*Utility Company Name\* with regard to the notarial act.  In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  NOTARY PUBLIC    My Commission expires: \_\_\_\_\_\_\_\_\_\_\_ |
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This form subordination agreement was updated to conform to new notarial language requirements as per Revised Code 147.542.

This document was prepared by the State of Ohio, Department of Transportation and approved by the Attorney General’s Office.