Appendix A

**STATE OF OHIO**

DEPARTMENT OF TRANSPORTATION

**PERMIT NO.**

**GRANT OF PERMISSION**

Pursuant to the powers, authority, conditions, and restrictions set forth in Sections 5501.45, 5515.01 and 5515.02 of the Ohio Revised Code, and subject to any and all of the specific terms, conditions, and restrictions contained in this Permit:

Permission shall be, and is hereby, granted to the Habitat for Humanity, Ohio and its designee to use, occupy, and enjoy the property for the limited purpose of removing salvageable materials and structures for the period of time as described in sections 3.2 and 3.3. The parties acknowledge that the State of Ohio, Department of Transportation is the owner of the underlying fee of the real property. The parties agree that either HFHO’s or its designee’s use, occupation, and enjoyment of the property will not interfere with ODOT’s ownership of the property for highway purposes and will not incommode the traveling public.

**TERMS, CONDITIONS, AND RESTRICTIONS**

1. **Definitions**

1.1 “HFHO” means Habitat for Humanity, Ohio, 88 East Broad St.19th Floor, Columbus, Ohio 43215.

1.2 “Designee” means a local chapter of Habitat for Humanity.

1.3 “ODOT” means the Ohio Department of Transportation and unless otherwise indicated, the Director of the Ohio Department of Transportation.

1.4 “FHWA” means the Federal Highway Administration.

1.5 “Property” means the land, structures, and other improvements located at \_\_\_\_\_\_\_\_\_\_\_\_.

1. **Statutory Provisions**

2.1 This Permit is, and shall be, subject to any and all of the terms, conditions, and restrictions contained in Sections 5501.45, 5515.01 and 5515.02 of the Ohio Revised Code. By this reference, all of the terms, conditions, and restrictions contained in these sections shall be, and the same hereby are, incorporated into this Permit, as if fully rewritten herein.

3. **Scope of Use**

3.1 ODOT hereby permits HFHO or its designee to remove from the Property all fixtures and other such items that, in its opinion, may be salvageable or recyclable.

3.2 The term of this permit shall commence on Click or tap to enter a date.. Prior to removing anything from the Property, HFHO or its designee shall provide ODOT with a schedule of the dates and times it intends to access the Property. HFHO or its designee must adhere to this schedule unless it notifies ODOT of alternate dates. If HFHO or its designee fails to provide a schedule or fails to adhere to its proposed schedule, ODOT may revoke this permit immediately.

3.3 HFHO or its designee must complete their removal work no later than Click or tap to enter a date.. All work must be completed by this date. No removal work shall be allowed once ODOT has advertised its project for bids.

3.4 HFHO or its designee shall keep a copy of the permit available and in its possession at all times when on the property.

3.5 HFHO or its designee agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. HFHO or its designee’s supervisors and, if applicable, its volunteers shall be covered by the HFHO’s or its designee’s Workers’ Compensation and shall not be considered employees of ODOT. HFHO and its designee accept full responsibility for payment of all taxes including without limitation, unemployment compensation, insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by HFHO or its designee in the performance of the work authorized by this Agreement. ODOT shall not be liable for any taxes under this Agreement.

3.6 Prior to entering the Property, each employee and volunteer shall execute a release. Original copies of each release shall be retained by HFHO or its designee and a copy shall be sent to ODOT. All HFHO and its designee’s employees and volunteers shall be informed that they are entering the land and structures at their own risk.

3.7 If HFHO or its designee removes anything that would make the structure unsafe to the general public, such as porch supports, exterior steps/stoops, and exterior windows or doors, it shall replace all exterior windows or doors with plywood or OSB covering, secure inside basement doors, and generally make the structure secure and safe prior to exiting the property.

4. **Indemnification**

4.1 HFHO and its designee shall indemnify the State of Ohio, Department of Transportation, its officers and assigns, and save it harmless from and against all loss, liability, damages, or claims for injury, death, or whatever nature to any person, property, or business caused by or resulting from any event or occurrence in, on, or about the Property resulting from the activities of HFHO, its designee, employees, agents, or contractors including any and all costs, expenses, or liability, including reasonable attorney fees, experts, court reporters, or other court related expense, incurred by ODOT in connection with any claim action or proceeding in respect of any such loss, liability, damage, or claim.

5. **Notice**

5.1 All notices, submitted, and other communications required or permitted by this Permit shall be sent by regular or overnight mail to the parties set forth below, or as may be specified by such party in writing to all other listed parties. Address for listed parties are as follows:

ODOT: (District Representative Name)

Choose an item.

Choose an item.

(Phone Number)

HFHO: 88 East Broad St., 19th Floor

Columbus, Ohio 43215

DESIGNEE: (Local Designee)

(Address)

(Phone Number)

6. **General Provisions**

6.1 The granting of this Permit does not in any way abridge the right of the Director of Transportation in his jurisdiction over the state highway system. If, in the process of any future work, or for the benefit of the traveling public, it becomes necessary, in the opinion of the Director of Transportation, to order the termination of any activities, said activities shall cease immediately and any costs associated with such termination shall be wholly at the expense of HFHO or its designee.

6.2 The District Deputy Director of District 00 shall act for, and in behalf of, the Director of Transportation, in the issuance of and the carrying out of the provisions of this Permit.

6.3 The District Deputy Director of District 00 shall have full authority to insure that the provisions of this Permit are complied with fully; and retains the right to prohibit any of the activities proposed by HFHO or its designee. Failure on the part of HFHO or its designee to conform to the provisions of this permit will be cause for suspension, revocation, or termination of this Permit, as the District Deputy Director deems necessary.

6.4 If HFHO or its designee fails to secure the Property after completion of its activities, ODOT may with, or without notice, secure the Property and HFHO or its designee shall be responsible for reimbursing ODOT for any expense incurred in securing the Property.

6.5 The acceptance of this Permit, or the performance of any activity hereunder, shall constitute an agreement by HFHO or its designee to comply with all the terms, conditions, and restrictions contained herein.

6.6 This Permit shall be retained in the possession of HFHO or its designee at all times while on the Property and HFHO or its designee shall display this Permit in such a manner as ODOT may prescribe.

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

Jack Marckbanks, Ph.D.

Ohio Department of Transportation

**ACCEPTED:**

**DESIGNEE:**  **HABITAT FOR HUMANITY**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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