

# (Name of Organization)

## Right of Way Contract

### Advanced Acquisition – Corridor Preservation Funds

<b>Project No:</b>	<b>Parcel No(s):</b>	
<b>Job/Proj / Auth No:</b>	<b>Pin No.</b>	<b>Tax ID:</b>
<b>Project Location:</b>		
<b>County of Property:</b>		
<b>Property Address:</b>		
<b>Owner / Grantor(s)</b>		
<b>Owner's Address:</b>		
<b>Primary Phone:</b>	<b>Owner's Home Phone:</b>	<b>Owner's Work Phone:</b>

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows: The Grantor hereby agrees to convey and sell by Warranty Deed a parcel(s) of land known as parcel numbers(s) \_\_\_\_\_ for transportation purposes. This contract is to be returned to: (Name and Contact Information).

1. Grantor will transfer property free of all liens and encumbrances except recorded easements
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the (Name of Organization) takes possession.
4. If this acquisition is a total purchase, a key deposit will be retained in the amount of (X%) of the acquisition price until the keys are delivered to the (Name of Organization). If delivered to the (Name of Organization) in an unacceptable condition, the amount to correct the condition shall be used from the deposit to cover the cost of clean up or necessary repairs.
5. All fixtures are to remain with the property including lighting, plumbing, heating, and air conditioning.
6. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
7. This is a voluntary sale to the (Name of Organization). It is not subject to condemnation.
8. As this is a voluntary sale, the Grantors waive any right they have to a "first right of refusal" on any surplus property not used for the proposed highway or other transportation projects.
9. The (Name of Organization) shall pay in full to the Grantor for the real property in the deed or easement referenced above.
10. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.

#### Additional Terms:

**Total Selling Price:** \$ \_\_\_\_\_

\_\_\_\_\_  
Acquisition Agent

\_\_\_\_\_  
Organization Leader

\_\_\_\_\_  
Organization Leader

**Grantor understands this agreement is an option until approved by the Director of Right of Way**

\_\_\_\_\_  
*Grantor's Initials*

\_\_\_\_\_  
**Grantor**                      **Date**

\_\_\_\_\_  
**Grantor**                      **Date**

\_\_\_\_\_  
**Grantor**                      **Date**