



Kentucky Transportation Cabinet
 Division of Right of Way and Utilities
IMPROVEMENT REMOVAL CONTRACT

TC 62-41
 05/2019

COUNTY	ITEM NO.	PARCEL	NAME
PROJECT NO.	FEDERAL NUMBER		PROJECT

This contract made and entered into by and between _____ party of the first part, hereinafter known as the OWNER, and the Commonwealth of Kentucky, Transportation Cabinet, party of the second part, hereinafter known as the KYTC.

WHEREAS, the KYTC having negotiated with the OWNER for the subject parcel of right of way, and

WHEREAS, the OWNER desires to retain and remove certain improvements from this parcel of right of way for their salvage value as established by the KYTC's appraisal, these improvements being more specifically described as follows:

NOW, THEREFORE, the following conditions are mutually agreed to:

1. The OWNER agrees to pay the KYTC the sum of \$ _____ (salvage value) cash in hand paid, the receipt of which is hereby acknowledged, for the right to remove said improvements from the right of way limits.
2. If improvements are tenant occupied, the OWNER may collect rent from the tenant occupant until the OWNER has been paid for the property. After payment is received, the OWNER agrees he will no longer be entitled to collect rent from the tenant, since title to the improvements now rests with the KYTC.
3. If the improvements are presently tenant occupied, the OWNER may not regain title to the improvements until the KYTC has satisfied its obligation to the tenant under state and federal relocation assistance laws and the improvements are vacated.
4. Upon notification from the KYTC, the OWNER agrees to remove the improvements from the right of way in accordance with the Specification For Removal of Improvements within _____ days from the date of said notification. All work shall be done in a workmanship like manner and completed to the satisfaction of the KYTC.
5. The OWNER agrees to post with the KYTC a performance bond in the form of a certified check made payable to the Kentucky State Treasurer in the amount of \$ _____ to insure the prompt and satisfactory removal of said improvements.
6. The OWNER agrees to accept the responsibility and costs for having all retained improvements inspected for the presence of asbestos containing material (ACM), for the removal of ACM required, and for the submission of a Notification of Asbestos Abatement/Demolition/Renovation form (DEP 7036) to the Department for Environmental Protection, Division for Air Quality, for all retained improvements.
7. The OWNER agrees to hold the Commonwealth of Kentucky and its Transportation Cabinet harmless from any liability or damage that may be incurred as a result of the improvement removal contracted for herein.
8. The KYTC assumes no responsibility or liability for maintenance or vandalism to the improvements, or for the extension or relocation of utilities.
9. Upon completion of the work, a KYTC agent will inspect the premises and if the work has been completed in a satisfactory manner the performance bond will be promptly returned.
10. If the work is not performed within the prescribed time set out above and in accordance with the Specification For Removal of Improvements, the performance bond shall be forfeited and the improvements shall become the property of the KYTC, who shall have full rights to remove them in any way necessary to clear the right of way.

WITNESS our hands this the _____ day of _____, 20____.

 Right of Way Agent
 Kentucky Transportation Cabinet

 Party of the First Part