

CCO FORM: RW27  
Approved: 6/97 (DPP)  
Revised: 09/16 (AR)  
Modified:

Route PP, Boone County  
Job No. J5S3227  
City of Columbia

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
ROAD RELINQUISHMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission ("Commission") and City of Columbia ("Agency").

WITNESSETH:

WHEREAS, the Commission owns and maintains Route PP in Boone County as part of the State Highway System; and

WHEREAS, the Agency desires to accept the portion of the roadway of Route PP as further described herein into the Agency's Road System; and

WHEREAS, the Commission is agreeable to convey the Roadway that is the subject of this Agreement to the Agency.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) CONSIDERATION AND PURPOSE: The purpose of this Agreement is to set forth the terms and conditions of the conveyance of Commission's Roadway that is the subject of this agreement. The consideration for entering into this Agreement by the parties is Agency's willingness to accept ownership of the subject Roadway in exchange for the Commission paying to the Agency the amount the Commission has budgeted.

(2) WORK BY AGENCY: Upon relinquishment or conveyance of the herein state highway to the Agency, the Agency shall perform the following:

Pavement, shoulder, and ADA improvements

(3) LOCATION: The general location of the highway to be conveyed is as follows:

Beginning at Station 291+71, run south along Route PP (Ballenger Lane) to Station 354+70 and from Station 375+11.45, run west along Route PP (Clark Lane) to Station 413+00. The general location is shown on the attached sketch marked "Exhibit A" and made a part of the Agreement.

(4) RELINQUISHMENT: Prior to completion of the work as specified in paragraph (2), the Commission shall convey to the Agency the portion of the State

Highway which is the subject of this Agreement by a quitclaim deed releasing any and all interest the Commission has in the above-described property. The exact legal description of the highway shall appear in the quitclaim deed. The Agency agrees to accept the deed from the Commission. The deed shall be filed with the office of the recorder of deeds in the county where the highway is located.

(5) CLAUSES IN THE DEED: The following clauses will be included in the quitclaim deed from the Commission to the Agency, where in the Commission is referred to as "Grantor" and the Agency is referred to as "Grantee":

The Grantee, by acceptance of this conveyance, covenants and agrees for itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under, and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.

By conveyance through this quitclaim deed, the Missouri Highways and Transportation Commission makes no claim to the resulting title of the above-described property and is merely releasing whatever interest it has to the Grantee.

(6) PAYMENT BY COMMISSION TO AGENCY: As a part of, and in inducement for the acceptance of the Subject Roadway, the Commission will make a payment to the Agency in the amount equal to one million eight hundred thousand dollars (\$1,800,000). The said payment amount is herein agreed upon by the Commission and the Agency, and is based upon an estimate of the cost to provide pavement, shoulder, and ADA improvements to the Roadway. The payment will be made on or before August 1, 2018.

(7) MAINTENANCE BY COMMISSION: Prior to conveyance of the highway, the Commission shall maintain the highway as part of the state highway system. Upon conveyance of the highway to the Agency, Commission's responsibility to maintain the highway shall cease and the highway will no longer be considered a part of the state highway system.

(8) MAINTENANCE BY AGENCY: Upon conveyance by the Commission as shown by the date on the quitclaim deed, Agency shall maintain the highway as part of Agency's system.

(9) COMMISSION REPRESENTATIVE: The Commission's district engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(10) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Agency shall comply with all state and federal laws and regulations relating to the performance of this Agreement.

[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by Agency this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

**CITY OF COLUMBIA, MISSOURI**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Mike Matthes  
Title City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title Sheela Amin  
City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Commission Counsel

By \_\_\_\_\_

Nancy Thompson  
Title City Counselor

Ordinance Number \_\_\_\_\_

# EXHIBIT A LOCATION MAP ROUTE PP

