

CCO FORM: RW27
Approved: 6/97 (DPP)
Revised: 06/15 (AR)
Modified:

Boone County
Business Route 63

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

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

WITNESSETH:

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

(1) PURPOSE: The purpose of this Agreement is to relinquish a portion of the state highway system to the agency.

(2) WORK BY COMMISSION: Prior to any relinquishment or conveyance of the herein state highway to the Agency, the Commission shall perform the following:

N/A

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

Business Route 63 from Business Loop 70 southerly to Route 740/Stadium Blvd. and from Route 740/Stadium Blvd. southerly to Route AC as shown on attached Exhibit A. The exact description of the highway shall appear in the quitclaim deed.

(4) RELINQUISHMENT: Upon 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 Commission makes no representation to the state of title of the above-described property and it is incumbent upon the Agency to seek its own professional opinion as to the resulting state of title. 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:

Grantor reserves a permanent easement for sight distance and traffic signal maintenance over the land herein conveyed from Business Route 63 Centerline Station 0+30 to Business Route 63 Centerline Station 2+00.

The Agency, 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. It is incumbent upon Grantee to seek its own professional opinion as to the resulting state of title.

(6) 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.

(7) 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.

(8) FUTURE REPAIR: After conveyance of the highway to the Agency, the Commission may agree to perform future repair to the highway. Any future repair by the Commission shall only be by a separate written agreement between the Commission and the Agency. The cost of any future repairs by the Commission shall be identified by the separate agreement and shall be the responsibility of the Agency.

(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.

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

Title _____

By: _____
Mike Matthes
Title City Manager

Secretary to the Commission

By _____
Sheela Amin
Title City Clerk

Approved as to Form:

Approved as to Form:

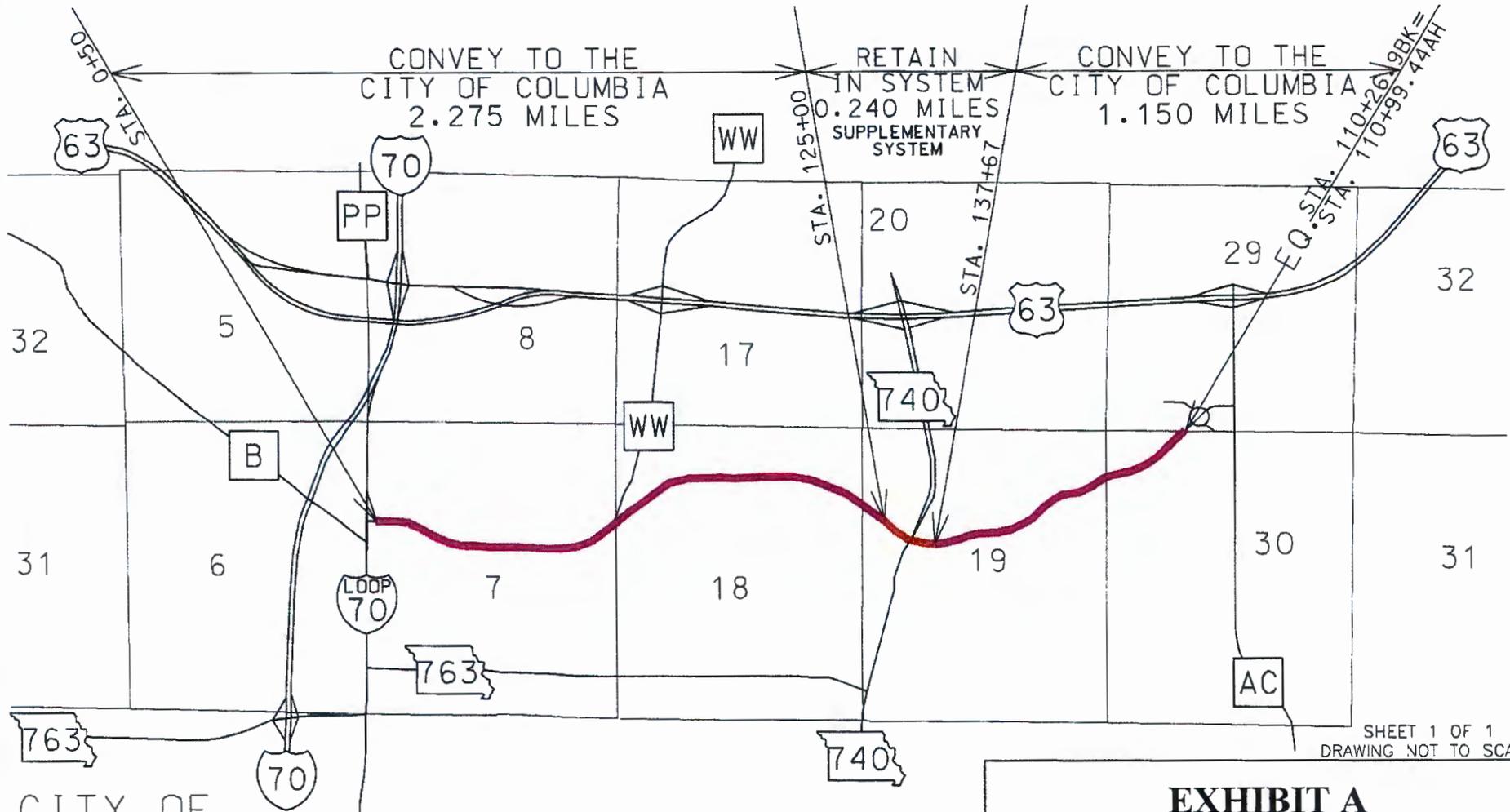
Commission Counsel

Nancy Thompson
Title: City Counselor

Ordinance No. _____

(If the Agency is a City, a copy of the ordinance or resolution which authorizes execution of this Agreement is needed.)

T48N - R12W



SHEET 1 OF 1
DRAWING NOT TO SCALE

CITY OF COLUMBIA

EXHIBIT A

CHANGE IN ROUTE STATUS BOONE COUNTY,
OLD BUS ROUTE 63

-  CONVEY TO THE CITY OF COLUMBIA
-  RETAIN IN SYSTEM