

BILL NO. 2197ORDINANCE NO. 1974

AN ORDINANCE APPROVING THE TRANSFER OF ROUTE 340 EAST OUTER ROAD FROM NORTH OF LEE OAK TO THE END OF STATE MAINTENANCE FROM THE STATE OF MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO THE CITY OF CHESTERFIELD.

WHEREAS, the property adjacent to 340 East Outer Road from north of Lee Oak to the end of the state maintenance, all of which is located in the City of Chesterfield, is being developed for commercial retail sales; and

WHEREAS, the maintenance of said Outer Road in its current state as maintained by MoDOT is no longer required based upon said development; and

WHEREAS, MoDOT has agreed to transfer the portion of said highway to the City of Chesterfield for which the City of Chesterfield may then transfer and vacate same for use and development by the adjacent property owners;

WHEREAS, this agreement is contingent upon the execution of the agreement between the City and Caplaco/Dierbergs; and

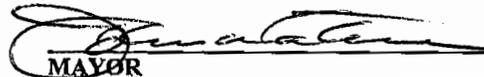
WHEREAS, the City of Chesterfield believes it is in the best interest of the City to acquire said property pursuant to the Agreement attached.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

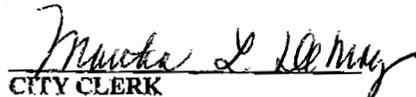
Section 1. The City Administrator for the City of Chesterfield is hereby authorized to execute an Agreement with the Missouri Highway and Transportation Commission in accordance with the Road Relinquishment Agreement, which is marked Exhibit A and attached hereto and made a part hereof as if fully set out herein.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 20th day of October, 2003.


MAYOR

ATTEST:


CITY CLERK

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CCO FORM: RW27
Approved: 6/97 (DPP)
Revised: 1/00 (RMH)
Modified:

" EXHIBIT A "

**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 Chesterfield ("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 not perform any work on the roadway other than routine maintenance.

(3) **RELINQUISHMENT:** Upon completion of the work as specified in paragraph (2), the Commission shall convey by quitclaim deed, to the Agency the portion of the State Highway which is the subject of this Agreement. 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.

(4) **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.

(5) **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.

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

Route 340 East Outer Road from north of Lea Oak to the end of state maintenance.

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The exact description of the highway shall appear in the quitclaim deed.

(7) **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.

(8) **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.

(9) **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**

Title _____

Secretary to the Commission

Approved as to Form:

Commission Counsel

By: _____
Title _____

By _____
Title _____

Approved as to Form:

Title _____

**[If needed to authorize a city official
to execute the agreement.]**

Ordinance No. _____