

BILL NO. 3081

ORDINANCE NO. 2889

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ROAD RELINQUISHMENT AGREEMENTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PORTIONS OF TOREADOR DRIVE AND ELBRIDGE PAYNE ROAD.

WHEREAS, the City of Chesterfield, after careful consideration of the matter wishes to enter into Road Relinquishment Agreements with the Missouri Highways and Transportation Commission for portions of Toreador Drive and Elbridge Payne Road, in substantially similar form as that attached hereto as Exhibit A;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD AS FOLLOWS:

Section 1. The City Council of the City of Chesterfield hereby directs and authorizes the City Administrator to enter into an Agreement with the Missouri Highways and Transportation Commission, in a form substantially similar to Attachment "A" hereto, relative to the conveyance of portions of Toreador Drive and Elbridge Payne Road, and to take all other actions necessary to effect such an agreement and carry out the provisions of this ordinance.

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 April, 2016.

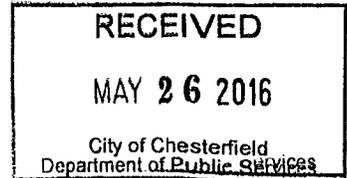
Bob Nathan
MAYOR

ATTEST:

Vickie Hass
CITY CLERK

First Reading held 3/21/2016

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



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

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission ("Commission") and 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 perform the following:

None

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

Route 340 east outer road (Elbridge Payne Road) from station 225+30.55 northward to station 231+69.05. See Exhibit A.

(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) UTILITY CLAUSES IN THE DEED: The following clauses will be included in the quitclaim deed from the Commission to the Agency:

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.

(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.

[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 20th day of April, 2016.

Executed by the Commission this 11 day of May, 2016.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

Kathryn P. Harvey
Title Kathryn P. Harvey

[Signature]
Secretary to the Commission

Approved as to Form:

Buye Pauls
Commission Counsel

City of Chesterfield

By: *[Signature]*
Title Interim City Administrator

By: *Bob Patton*
Title Mayor

Approved as to Form:

[Signature]
Title City Attorney

Ordinance No. 2889

Exhibit A

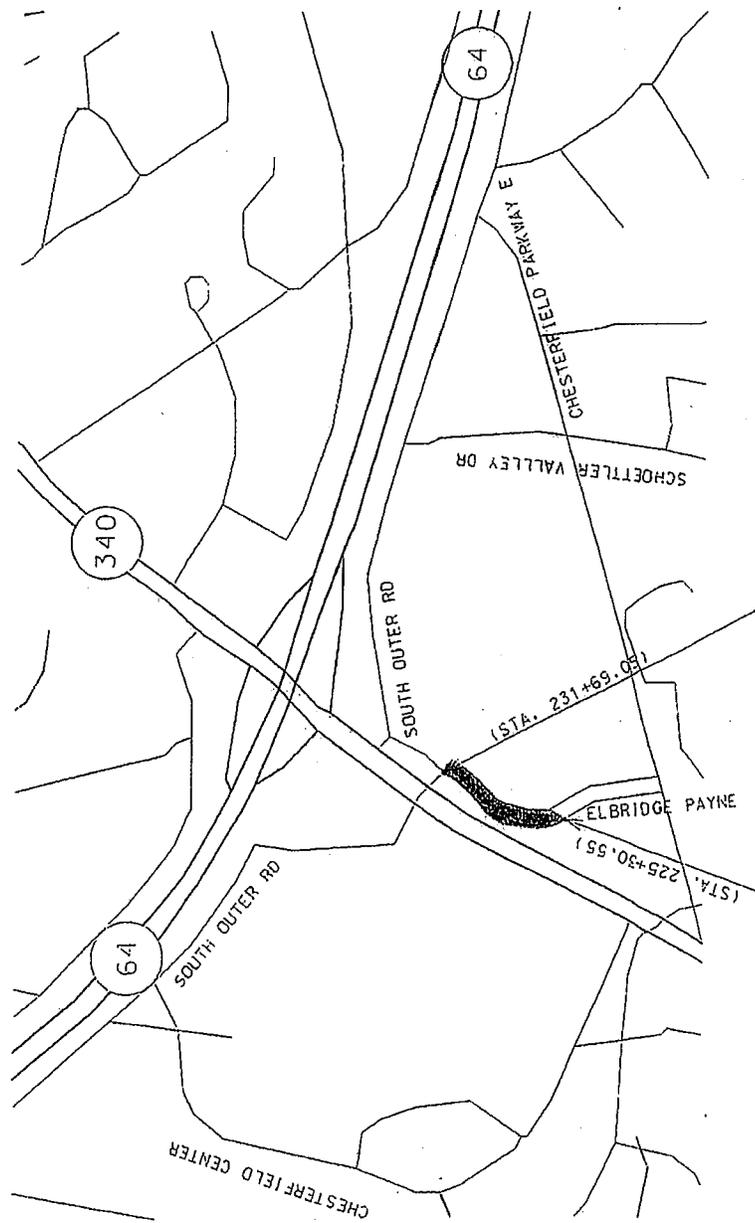


CHANGES IN ROUTE STATUS
 SOUTH OUTER RD
 ST. LOUIS COUNTY

LEGEND
 CONVEY TO THE
 CITY OF CHESTERFIELD - PURPLE

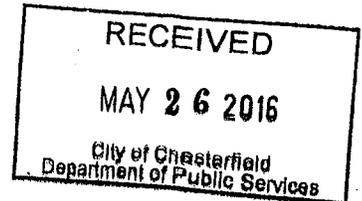


NOT TO SCALE



SOUTH OUTER RD
 CONVEY TO THE CITY OF CHESTERFIELD
 (0.12 MI.)

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



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

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

None

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

Toreador Drive from the intersection with Route 340 southward approximately 600 feet to the existing City of Chesterfield right of way. See Exhibit A.

(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.

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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.

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Executed by Agency this 20TH day of April, 2016.

Executed by the Commission this 11 day of May, 2016.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

[Signature]
Title Assistant Chief Engineer

[Signature]
Secretary to the Commission

Approved as to Form:

[Signature]
Commission Counsel

City of Chesterfield

By: [Signature]
Title INTERIM CITY Administrator

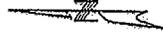
By: [Signature]
Title MAYOR

Approved as to Form:

[Signature]
Title CITY Attorney

Ordinance No. 2889

Exhibit A



CHANGES IN ROUTE STATUS
RT 340 AND TOREADOR DR
ST. LOUIS COUNTY

LEGEND
CONVEY TO THE
CITY OF CHESTERFIELD -- PURPLE



NOT TO SCALE

