

RESOLUTION NO. 2012-10

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE MISSOURI
HIGHWAYS TRANSPORTATION ROAD RELINQUISHMENT AGREEMENT
AND THE CITY OF PACIFIC**

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN FOR
THE CITY OF PACIFIC, MISSOURI, AS FOLLOWS:**

Section 1 The Board of Aldermen hereby authorizes the City
Administrator to execute on behalf of the City of Pacific
the Missouri Highways Transportation Road
Relinquishment Agreement, substantially in the form
attached hereto as Exhibit A and incorporated herein.

Section 2 This Resolution shall be effective upon adoption by the
Mayor and Board of Aldermen.

Adopted by the Board of Aldermen and approved by the Mayor on this _____ day of
February 2012.

Herbert C. Adams, Mayor

ATTEST:

City Clerk

CCO FORM: RW27
Approved: 6/97 (DPP)
Revised: 02/10 (AR)
Modified:

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 Pacific, Missouri ("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 (the "Work"): Completion of the street, sidewalk, stormwater, and related street improvements as set forth in the PROJECT _____, and including such equal or greater improvements for any portion of the State Highway being relinquished by this Agreement but not currently shown within the PROJECT.

(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 and described in Paragraph 6. 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. The City may accept relinquishment in parts by separate deeds at separate times to the extent that the Work is not completed at one time for all portions of the State Highway being relinquished herein.

(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 relinquished portion of 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, subject to such changes, additions, vacations, transfers, relocations, deletions or alterations as Agency may determine in its discretion.

(6) **LOCATION :** The portion of the State Highway to be conveyed is as follows: Township

43 North, Range 2 East, Sections 11, 12,14 and 23 from Station 425+29.00 (Route F) to Station 558+75.60, a length of 2.654 miles. (See Exhibit A.)

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 mutual agreement between the Commission and 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.

(10) SOVEREIGN IMMUNITY/NO THIRD PARTY RIGHTS: Nothing in this Agreement shall be construed to waive the sovereign immunity of the Commission or Agency or grant any rights hereunder other than to the Commission and Agency.

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 PACIFIC

By: _____

By _____

Title _____

Title _____

Secretary to the Commission

Approved as to Form:

Approved as to Form:

Commission Counsel

Ordinance No. _____