

CCO FORM: RW27
Approved: 06/97 (DPP)
Revised: 06/21 (BDG)
Modified:

COUNTY: JACKSON
ROUTE: US 50 SOR (Oldham)
TIF PROJECT# : _____
EAGREEMENT NO.: 2024-07-84841
QCD EAGREEMENT NO.: 2024-09-85375

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

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Lee's Summit (hereinafter, "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) LOCATION: The general location of the highway to be conveyed is as follows:

0.226 Miles of SOR US 50 Highway, also known as Oldham Road, and shown on the attached exhibit.

(3) RELINQUISHMENT: Upon completion of the work as specified in paragraph (2), if any, the Commission will 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.

(4) SURVEY WORK BY AGENCY: Prior to any relinquishment or conveyance of the portion of herein state highway to the Agency, the Agency shall perform the following:

- (a) The AGENCY shall prepare a Location Survey, Exhibit(s) A – Property Description, Exhibit(s) B – Tract Maps, suitable for use with a Deeds for recording with the County Recorder. The Location Survey shall meet the Current Missouri Standards for Property Boundary Surveys and consist of three (3) copies on paper and three (3) on Mylar.

- (b) If the road relinquishment is a partial conveyance, the Project Surveyor shall mark the new MHTC boundary as per EPG 238.2.14.1 Monuments to be set on Highway Corridors.

(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) ACCEPTANCE OF CONVEYANCE: By this Agreement, the Agency agrees to accept this Commission deed eAgreement # 2024-09-85375 from the Commission as noted in the document header, in accordance with Missouri Revised Statutes § 442.400. A copy of this agreement to be recorded with the deed shall be filed with the office of the recorder of deeds in the county where the highway is located, serving as notice thereof.

(7) MAINTENANCE BY COMMISSION: Prior to conveyance of the highway, the Commission will maintain the highway as part of the state highway system. Upon conveyance of the highway to the Agency, the 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.

(7) 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.

(8) 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.

(9) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute 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 the Agency on _____(DATE).

Executed by the Commission on _____(DATE).

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

**CITY OF LEE'S SUMMIT
A MUNICIPAL CORPORATION**

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

City Attorney

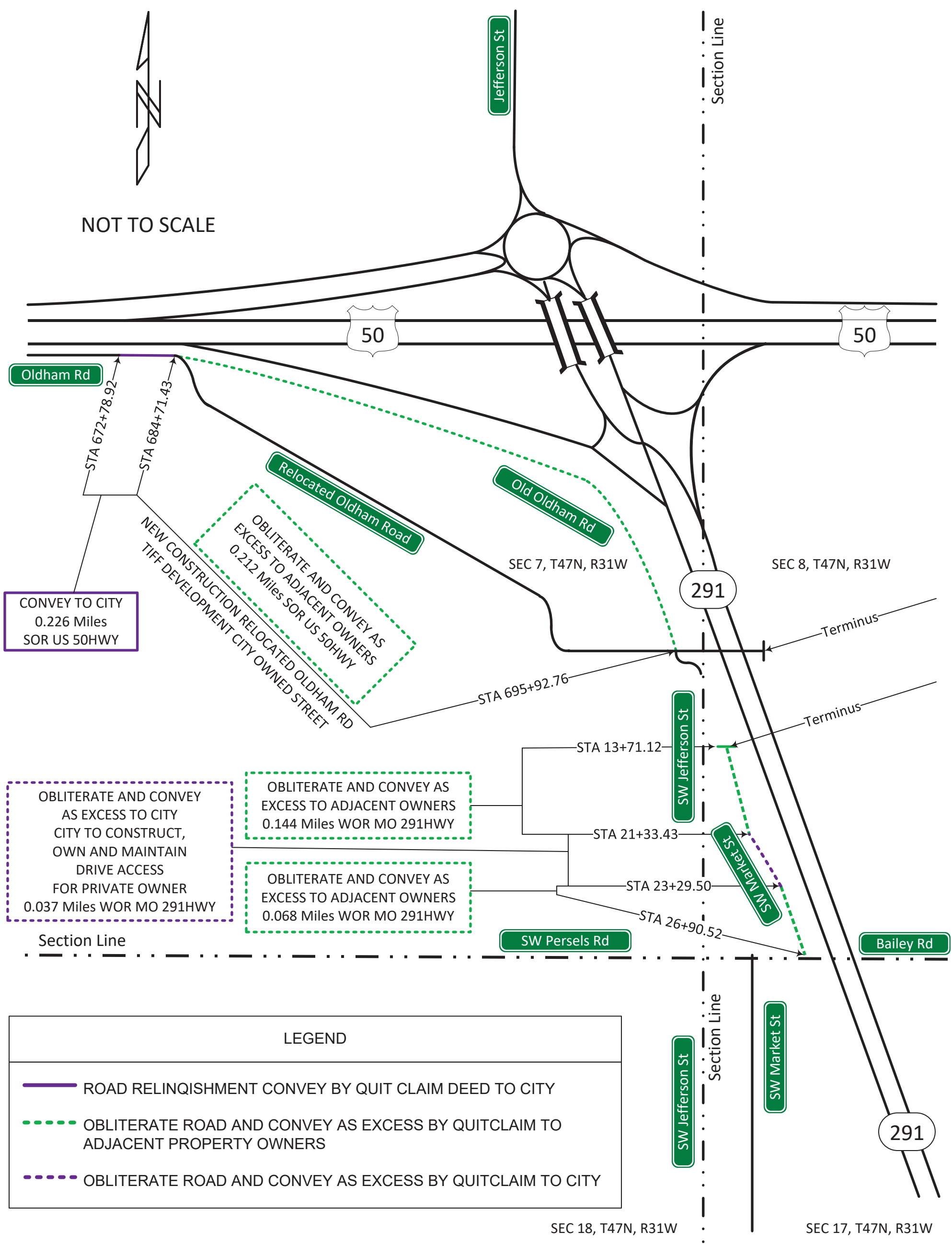
Ordinance No. _____

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

EXHIBIT A – CITY OF LEE’S SUMMIT TIF PROJECT
 CONTRACT BETWEEN MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 -AND-
 CITY OF LEE’S SUMMIT, JACKSON COUNTY, MISSOURI



NOT TO SCALE



LEGEND	
	ROAD RELINQUISHMENT CONVEY BY QUIT CLAIM DEED TO CITY
	OBLITERATE ROAD AND CONVEY AS EXCESS BY QUITCLAIM TO ADJACENT PROPERTY OWNERS
	OBLITERATE ROAD AND CONVEY AS EXCESS BY QUITCLAIM TO CITY