

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, TO EXECUTE A ROAD RELINQUISHMENT AGREEMENT FOR THE WEST OSAGE BEACH PARKWAY WITH MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND ACCEPTING WEST OSAGE BEACH PARKWAY INTO CITY INVENTORY

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, AS FOLLOWS, TO WIT:

Section 1. The Board of Aldermen of the City of Osage Beach, Missouri, does hereby find and declare that it is in the best interest of the City to execute a road relinquishment agreement with Missouri Highway and Transportation Commission for the West Osage Beach Parkway and accept West Osage Beach Parkway into the City's street inventory as described in the attached "Exhibit A".

Section 2. That the right-of-way described in "Exhibit A" being and the same is hereby accepted.

Section 3. That the City Clerk of Osage Beach, Missouri, is hereby authorized and directed to acknowledge this ordinance as deeds are acknowledged, and to cause this ordinance to be filed for record in the Recorder's Office in Camden County, Missouri.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are, in so much as they conflict with this ordinance, hereby repealed.

Section 5. That this ordinance shall be in full force and effect from and after its date of passage and approval by the Mayor.

READ FIRST TIME: February 20, 2025

READ SECOND TIME: March 6, 2025

I hereby certify that the above Ordinance No. 25.14 was duly passed on March 6, 2025, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 6

Nays: 0

Abstain: 0

Absent: 0

This Ordinance is hereby transmitted to the Mayor for his signature.

March 6, 2025

Date

Tara Berreth

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.14.

March 6, 2025

Date

Michael Harmison

Michael Harmison, Mayor

ATTEST:

Tara Berreth

Tara Berreth, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)

COUNTY OF CAMDEN)

On this 6th day of March, 2025, before me, the undersigned Notary Public, personally appeared Tara Berreth, to me known, who being by me duly sworn, did say that she is the City Clerk of the City of Osage Beach, Missouri, a municipal corporation, and that the seal affixed to the foregoing Ordinance is the municipal seal of the City of Osage Beach, and that said Ordinance was signed and sealed in behalf of said corporation by authority of its Board of Aldermen, and said Tara Berreth acknowledged said Ordinance to be the free act and deed of said municipality.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Osage Beach, Missouri, the day and year last written above.



Notary Public

Kegan Marie Powers

Printed

Name

Kegan Marie Powers

My commission expires: 01-26-2028

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

**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 Osage Beach (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) WORK BY COMMISSION: Prior to any relinquishment or conveyance of the herein state highway to the Agency, no Commission work will be performed.

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

Osage Beach Parkway from just East (North – cardinal direction) of the Key Largo Connector with Route 54 to Executive Drive as shown in Exhibit A.

(4) 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. 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, 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) MAINTENANCE BY COMMISSION: Upon conveyance of the highway to the Agency, any Commission's responsibility to maintain the highway shall cease and the highway will no longer be considered a part of the state highway system, except as described in section A.

(A) The portion of the Key Largo Connector which is contained within the right of way of the highway conveyance from the new Route 54 right of way line to the edge of the outside travelway lane of the Osage Beach Parkway as shown as Commission Maintenance Area in Exhibit A. The Commission shall maintain the pavement and traffic control devices, such as pavement marking and signing, only and as further detailed in the Maintenance Agreement #2025-01-86315.

(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 excluding that described in paragraph 6.

(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) 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]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Agency on March 6, 2025 (DATE).

Executed by the Commission on _____ (DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF OSAGE BEACH

By _____

By: [Signature]

Title: _____

Title: Mayor

ATTEST:

ATTEST:

Secretary to the Commission

By [Signature]

Title City Clerk

Approved as to Form:

Approved as to Form:

Commission Counsel

[Signature]

Title City Attorney

Ordinance No. 25-14

EXHIBIT A

NOT TO SCALE

