



**DATE:** February 16, 2016

**TO:** Michael G. Herring, ICMA-CM  
City Administrator

**FROM:** James A. Eckrich, P.E. *JAE*  
Public Works Director / City Engineer

**RE:** Missouri Highways and Transportation Commission  
Road Relinquishment Agreements  
Elbridge Payne Road and Torreador Drive

The Missouri Department of Transportation (MODOT) has requested that the City of Chesterfield accept maintenance of two recently constructed roadways – Torreador Drive and Elbridge Payne Road – as detailed in the attached letter from MODOT Area Engineer Karen Yeomans.

The northern 600 feet of Torreador Drive was reconstructed as part of the Missouri Route 141 Project. MODOT is requesting that this portion of Torreador Drive be maintained by the City of Chesterfield, as the City currently maintains Torreador Drive from the MODOT right of way to the cul-de-sac dead end. The City Staff has no objections to accepting maintenance of this roadway, as Torreador Drive is a local road already maintained by the City of Chesterfield. Entering into the attached Road Relinquishment Agreement will result in the City of Chesterfield maintaining Torreador Drive from the cul-de-sac dead end to the Olive Boulevard right of way. *✓*

A portion of Elbridge Payne Road was recently reconstructed as part of the Mercy development project. MODOT is requesting that the City of Chesterfield maintain Elbridge Payne south of the entrance / exit to Clarkson Road. The City Staff has no objections to accepting maintenance of this roadway as Elbridge Payne is a local road already maintained by the City of Chesterfield. Entering into the attached Road Relinquishment Agreement will result in the City of Chesterfield maintaining Elbridge Payne Road from Chesterfield Parkway to just southeast of the entrance / exit to Clarkson Road. As Mercy constructs additional improvements there will be further improvements to Elbridge Payne Road and South Outer I-64. When these improvements are completed MODOT will request that the City of Chesterfield maintain additional pavement north of terminus in the proposed Relinquishment Agreement. However, the portion of Elbridge Payne Road north of the Clarkson exit / entrance is NOT part of this Relinquishment Agreement and will remain a MODOT roadway. *✓*

#### Action Recommended

This matter should be forwarded to Planning and Public Works Committee for consideration of the attached Roadway Relinquishment Agreements on Elbridge Payne Road and Torreador Drive. Should the PPW Committee recommend in favor of these Agreements, the Agreements should be forwarded to City Council for approval.

cc: Michael O. Geisel, Director of Public Services

*OK'd  
JAE 2/17/16*

Missouri Department of Transportation

1590 Woodlake Drive  
Chesterfield, Missouri 63017-5712  
314.275.1500  
Fax: 573.522.6475  
1.888.ASK MODOT (275.6636)

James Eckrich  
Public Works Director  
City of Chesterfield  
690 Chesterfield Parkway W  
Chesterfield, MO 63017

Re: Road Relinquishment Agreements  
Route 340 Outer Road (Elbridge Payne Road)  
Toreador Drive

Dear Mr. Eckrich:

Enclosed are two Road Relinquishment Agreements between MoDOT and the City of Chesterfield for the Route 340 outer road (Elbridge Payne Road) and Toreador Drive. Over the past several months I have been in discussions with Mike Geisel and yourself regarding the transfer of these roadways and on October 23, 2015 received a letter from the city stating that the city would recommend favorably accepting these two roadways.

The Route 340 outer road currently connects to a city maintained street, Elbridge Payne Road and serves the new Mercy building. Toreador was reconstructed during the Route 141 relocation and also connects to a city maintained street that serves the West Hills subdivision.

If the city still agrees to accept these roads into your system, please execute the enclosed agreements and return three originals to MoDOT for our records. Please include a copy of the ordinance enacted by the city to execute the agreement and make sure all applicable signature lines are completed.

Please let me know if you have any questions.

Sincerely,

*Karen Yeomans*

Karen Yeomans, PE  
Area Engineer, Southwest St. Louis County



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*Our mission is to provide a world-class transportation experience that  
delights our customers and promotes a prosperous Missouri.*

[www.modot.org](http://www.modot.org)

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

City of Chesterfield

\_\_\_\_\_  
Title \_\_\_\_\_

By: \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

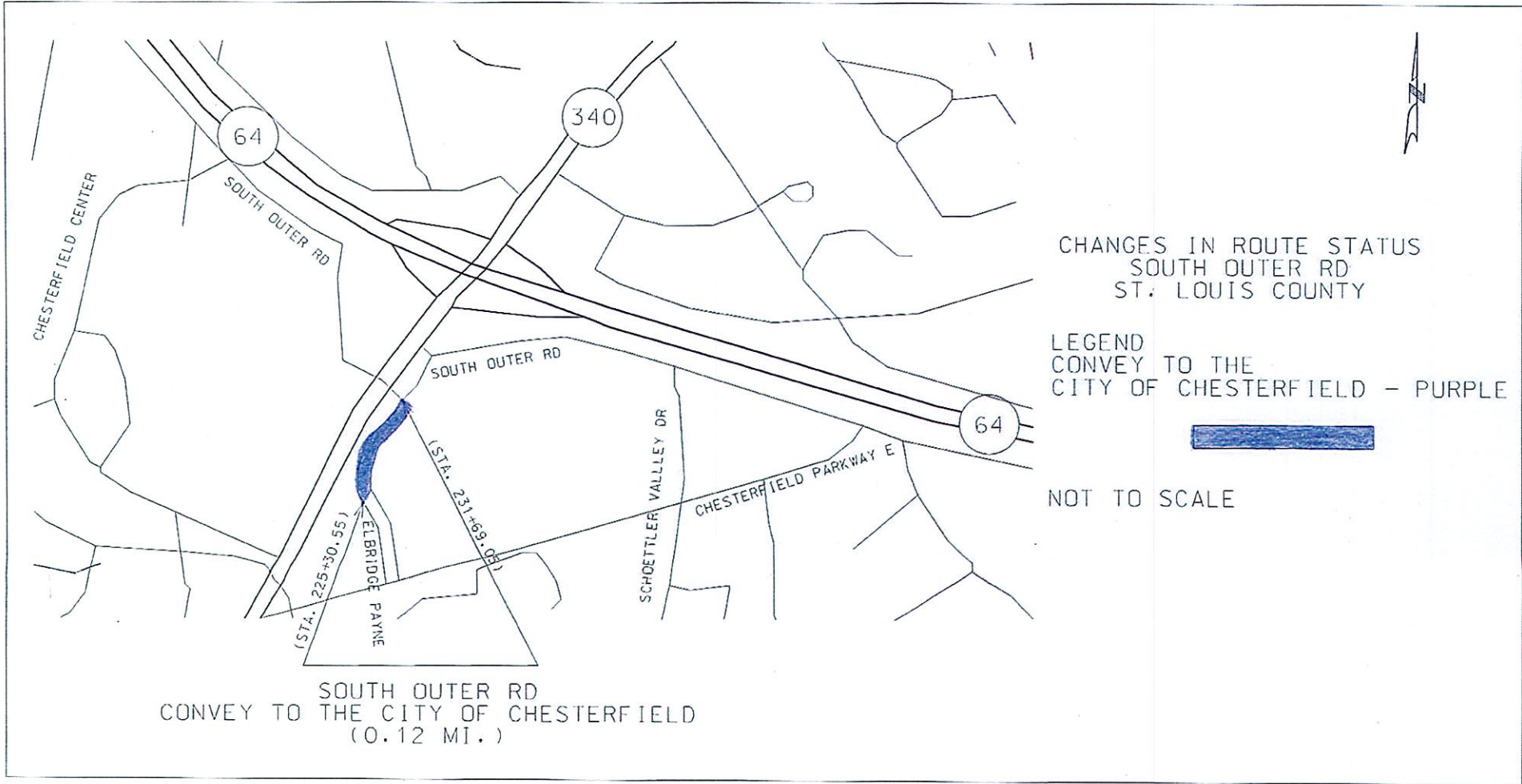
\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Title \_\_\_\_\_

Ordinance No. \_\_\_\_\_

## Exhibit A





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

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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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MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

City of Chesterfield

\_\_\_\_\_  
Title \_\_\_\_\_

By: \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Title \_\_\_\_\_

Ordinance No. \_\_\_\_\_

## Exhibit A

