



Agreement to Place Improvements in a Public Road Right-of-Way

Road Name: _____
Parcel #: _____ Address: _____

THIS AGREEMENT, executed this _____ day of _____, 20____ by and between THE CITY OF PARKVILLE, MISSOURI, a _____, hereinafter referred to as "City" and _____ hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS, City is in possession of real property more particularly described as road right-of-way for _____ (street name) located adjacent to the Owners' property; and

WHEREAS, Owner desires to place improvements in a portion of City right-of-way adjacent to Owner's property, said improvements being described as follows:

_____ ; and

WHEREAS, applicable land development codes require an agreement to relocate all improvements onto Owners' property, if the City right-of-way is no longer available for that use at the discretion of the City;

NOW THEREFORE, it is hereby agreed by the parties as follows:

THE OWNER AGREES:

1. To obtain a Right-of-Way Encroachment/Utility Permit for any installation of improvements from City Public Works.
2. To relocate all existing improvements on the City right-of-way onto Owner's property, at Owner's expense, when City determines said right-of-way is required for roadway purposes. Said relocation shall occur within ninety (90) days of written notice by City to do so.
3. To not hold City liable for the condition, health, or maintenance of the improvements located on City's right-of-way, and be solely responsible for the maintenance of the improvements located within the right-of-way, and to protect any existing utilities.
4. In the event City Public Works or other governmental agency, or public or private utility desires to install any improvements or perform any maintenance within the right-of-way affected by said improvements, the work and cost to remove or repair said improvements,

within 30 days of the date of written notice to do so by the City, shall be borne by the owner of the property described herein, and

5. To hold City harmless for any damages to the improvement within said City right-of-way as a result of City's on-going roadway maintenance operations.
6. That in the sole judgment of the City Engineer, said improvements shall not cause or increase a hazard of any type; shall not prevent free and easy access to any public or private utilities; and shall not cause or encourage a nuisance of any type.
7. That said improvements shall not violate any ordinance, policy or statute of City or the State of Oregon.
8. That if, for any reason, Owner ceases to use City's real property for improvements, or abandons the improvements located thereon, Owner thereby relinquishes all claims to improvements and use of the real property.
9. That if Owner fails to carry out provisions of the Agreement, in the judgment of City, or City has un-reimbursed expenses resulting from such failure, Owner shall be liable to City for the cost and expenses incurred by City.
10. That the terms of this Agreement are binding upon the Owner of the property described herein including any heirs, successors, or assigns.

THE CITY AGREES:

1. To allow the use of said right-of-way for improvements as defined in this Agreement.

ADDITIONAL TERMS AND AGREEMENTS:

Each of the covenants or agreements herein shall be binding upon all successors in interest of each of the parties. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the parties have executed this Agreement or have caused the same to be executed by its representatives there unto duly authorized.

Agreed to:

Approved by:

Property owner, printed name

Property owner, signature

Date: _____

Kirk Rome, Public Works Director

Date: _____

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, known to me to be the person(s) described in and who executed the foregoing instrument, who after being duly sworn upon his/her/their oath, depose, stated and acknowledged the above, and executed the same as his/her/their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal the date and year first above written.

Notary Public

My Commission Expires: _____

Checklist of required submittals

At the time of application three (3) copies of the following items must be submitted for review and comment by the Public Works Director.

- Completed application including all information requested herein.
- A scaled drawing showing the subject right-of-way and improvements.
- Any other supporting materials necessary to clarify and justify the request.
- Authorization signature of the owner of record of the property.

For City Use Only

Application accepted as complete by:

Name / Title: _____ Date: _____

Signature: _____

Action taken: Approved Approved with Conditions Denied

Date: _____ Ordinance #: _____

Special conditions if any: _____

Date recorded by the Platte County Recorder of Deed's Office: _____

Book and page #: _____