

## Right of Way Acquisition

## Introduction

Improving our transportation system often requires us to ask neighboring property owners for help. Sometimes we need a small piece of your property to improve safety for you and others using the transportation system. Other times we need large pieces of property to add to or change the transportation system's path. In any event, we have prepared this leaflet because we are committed to being fair, honest, and open in our work with you. To follow you will find information related to the acquisition process.

## Donations

Property owners, having been made aware of their right to receive just compensation, may elect to waive this right and donate their property to the local public agency. In this situation, an owner will be asked to sign a Waiver of Compensation in addition to the deed and other supporting documents.

## Acquiring Property

The first step in the process of acquiring property is deciding what it's worth. The value of the property will be determined by an accepted valuation process. A qualified individual will inspect and prepare a valuation document. This may be one of the agency's staff members or a contract appraiser; you will be kept informed as this process evolves. You may be present during the inspection. Any information you are willing to share about your property, including information about buildings, wells, septic tanks, cisterns, private utility lines, etc., would be greatly appreciated. This completed valuation document will be reviewed by a qualified person and just compensation will be approved by an agency official. In no case shall the approved compensation be less than the value determined during the valuation review process.

## Reaching an Agreement



A representative from the agency office in your area will work with you throughout the acquisition process. If you
would like to designate someone else to work with the agency representative on your behalf, that can be arranged. When an offer for your property has been determined, an agency representative will contact you to schedule a meeting. During this meeting, the representative will explain how the agency acquires land and realty rights and how the particular project will affect your property. If you receive your offer by mail, the representative's contact information will be included in the packet.

If you are not in agreement with the amount offered for your property, you may make a counteroffer and engage in negotiations with the agency.

## Settlements and Closings

Settlements and closings can be confusing with a flurry of paperwork. Information that may simplify the process and help you be prepared is listed below.

- All closing costs and recording fees will be paid for by the agency.
- All necessary paperwork will be provided by the agency representative or the closing agent. All paperwork will be held by the agency or a closing agent until distribution of the money is made to you and/or other parties entitled to receive payment. Appropriate documents will then be

recorded in the appropriate Office of Recorder of Deeds.
- After payment is made and it is determined by the agency that you are required to move, you will be given a minimum of 90 days in advance of the date required to relinquish possession of your property to the agency.
- The agency will reimburse you for a pro rata portion of the state, county, and city real estate taxes paid for the current tax year on property purchased by the agency. The pro rata portion of the taxes will cover the full number of months remaining in the calendar year after payment for real property has been made. Delinquent tax payments are not reimbursable. You will be provided with a reimbursement claim form and instructions on how to properly submit a claim.


## Eminent Domain

When it is not possible to agree on a fair amount for your property, the agency will use another process to determine the price to be paid. Eminent Domain brings in the judicial system to set the fair market
 value of the property. Eminent Domain is a right provided for under RSMo. 523.

How the process works - The agency will file a condemnation petition in the circuit court of the county where the property is located. This petition will set out the land and/or rights to be acquired and all parties who own an interest in it. After the circuit judge sets the date for hearing the petition, you will receive a summons to attend the hearing. The judge will review the agency's condemnation petition. If the judge finds the petition to be proper, he or
she will appoint three commissioners. The commissioners must own land and reside in the same county where your property is located and cannot have any special interest in the property being condemned or the transportation project. The commissioners will view the property and establish fair market value. After the commissioners file their report with the court, the agency must deposit that amount with the circuit clerk before obtaining possession of the property. However, within a 30 day period, either side may file exceptions to the commissioners' award and request a jury trial to determine the matter. Legal and physical possession of the property will transfer to the agency even when exceptions are filed. Trials can either increase or decrease the amount determined by the commissioners. Subject to the requirements of the circuit court, you may withdraw money at any time, regardless of whether or not exceptions are filed. If exceptions are filed and the jury trial established a smaller amount than the commissioners' report, you must refund the difference plus interest on the refunded amount. If the jury trial results in a higher amount, the agency will pay you the difference plus interest on the increased amount.

You are not required to have an attorney represent you at the hearing appointment of commissioners. However, you may if you so desire. If exceptions are filed by either you or the agency, you may want to contact an attorney.

## In Conclusion

We hope this information helps explain some of the general procedures we use to acquire realty rights for transportation projects. If you would like additional information about the land acquisition process, please feel free to contact the local public agency with any questions you may have or information you may need.


## City of Pleasant Hill

## DONATION IN EXCHANGE FOR CONSTRUCTION FEATURES

Acquisition of Right of Way
Project: 163rd Street Improvements (STP-3301(505))
City of Pleasant Hill, Missouri

Reorganized School District No. R-III
1204 E 163rd Street
Pleasant Hill, Missouri 64080

Dear Owner:
The City of Pleasant Hill is pleased to inform you of a street reconstruction project planned for your area. The project will reconstruct 163 rd from Route 7 to Lexington Road and will include adding a 10 ' wide trail and curb and gutter along the south side of 163 rd Street from Route 7 to the west school entrance. Engineering drawings which indicate the extent to which your property will be affected are attached.

We do want to inform you that you do have the right to receive compensation for the land in question as determined by appraisal for the rights taken from your property. If you are agreeable to the exchange as proposed, we would appreciate you acknowledging this agreement and waiver of compensation including pro rata tax adjustment by signing below.

You will note that 10,437 square feet of new right-of-way, 905 square feet of permanent drainage easement, and 32,612 square feet of temporary construction easement is required for this improvement. We are hopeful that because of the benefits to be derived from this project and the addition of a trail leading to the school entrance as indicated by the drawings you will be willing to donate the land required in exchange for the addition of the trail.

An acquisition brochure is furnished with this letter. The purpose of this brochure is to explain the process which must be followed to acquire right of way.

We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,
City of Pleasant Hill
(Agency officials)
(date)

## AGREEMENT AND WAIVER

(Owner(s) Signature) (date)

## CONVEYANCE FOR RIGHT-OF-WAY

THIS INDENTURE is made this $\qquad$ day of $\qquad$ , 2021, by and between Reorganized School District No. R-III, (Grantor), and the CITY OF PLEASANT HILL, MISSOURI, a municipal corporation of the State of Missouri, (Grantee) (203 Paul Street, Pleasant Hill, MO 64080).

WITNESSETH, that Grantor, in consideration of the sum of ten dollars (\$10.00) and/or other valuable consideration paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents remise, release and forever quitclaim unto said Grantee, its successors and assigns, an public right-of-way related to the City of Pleasant Hill - $163^{\text {rd }}$ Street Improvements project ("Project") over, under, along and across the following described real estate in the City of Pleasant Hill, Cass County, State of Missouri, to-wit:

## SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD THE SAME, with all rights, immunities, privileges and appurtenances thereto belonging, unto the Grantee, its successor and assigns forever, so that neither the Grantor nor the Grantor's heirs, successors or assigns, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

The above described right-of-way is to be utilized by Grantee for the improvement, construction, reconstruction, location, grading, landscaping, maintenance, and other necessary work (including the operation of equipment and the movement of a work force) related to the Project and across the described easement, together with the right of ingress and egress.

Grantee agrees to leave the premises surrounding the easement area in substantially the same condition as it was on the date this easement was executed; however, it is understood that grading changes may exist upon completion of the Project.

This Agreement is binding upon the heirs, executors, administrators, successors and assigns of both parties and it is understood that this Agreement cannot be changed or altered in any way except by writing, legally signed by both parties concerned herewith.

This Agreement shall be construed under the laws of the State of Missouri.
TO THESE COVENANTS, the Grantor does hereby consent and agree.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand this $\qquad$ day of
$\qquad$ , 2021.

## Reorganized School District No. R-III

By: $\qquad$

Print Name: John Edenburn

Title: President, Board of Education

STATE OF $\qquad$ )
) ss:
COUNTY OF $\qquad$ )

BE IT REMEMBERED, that on this $\qquad$ day of $\qquad$ , 2021, before me, a Notary Public in and for said County and State, came John Edenburn, to me known to be the Board of Education President of Reorganized School District No. R-III, and that said instrument was signed on behalf of Pleasant Hill R-III School District, and such person duly acknowledged the execution of the same as the free act and deed of Reorganized School District No. R-III .

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

## Notary Public

My appointment expires:

## Exhibit "A"

## Tract 1-Permanent Right-of-Way Description

All that part of the Northwest Quarter of Section 8, Township 46 North, Range 30 West, in the City of Pleasant Hill, Cass County, Missouri, lying East of the East right-of-way line of Missouri Route 7 Highway as now established, being described as follows:

Beginning at the Northeast corner of said Northwest Quarter; thence South $02^{\circ} 45^{\prime} 21^{\prime \prime}$ West, along the East line of said Northwest Quarter, a distance of 32.02 feet; thence North $89^{\circ} 45^{\prime} 03$ " West a distance of 1230.14 feet to a point on the East right-of-way line of said Missouri 7 Highway; thence North $10^{\circ} 25^{\prime} 49^{\prime \prime}$ East, along said East line, a distance of 24.01 feet; thence North $00^{\circ} 16^{\prime} 50^{\prime \prime}$ East, continuing along said East line, a distance of 21.33 feet to a point on the North line of said Northwest Quarter; thence South $89^{\circ} 08^{\prime} 43$ " East, along said North line, a distance of 1227.35 feet to the Point of Beginning. Subject to all that part thereof lying in the North 30.00 feet of said Northwest Quarter being previously dedicated for roadway purposes. Containing 10,437 square feet, more or less.

The bearings used in this description are Grid North and based on the Missouri Coordinate System, 1983, West Zone, NAD83(2011).

This description was prepared by:
Jonathan A. Meyer, MO PLS-2007017966


Affinis Corp
8900 Indian Creek Parkway, Ste 450
Overland Park, Kansas 66210


## PERMANENT DRAINAGE EASEMENT

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledge, the undersigned Grantor(s) hereby grant and convey unto the City of Pleasant Hill, Missouri ("City"), its successors, assigns, lessees, licensees, agents contractors, subcontractors and tenants, collectively Grantee, the perpetual right, easement and right-of-way on, over under, across, through and along certain portions of the land owned in fee by Grantor(s) as legally described on the attached and incorporated Exhibit A for the purpose of and upon the terms and conditions hereinafter set forth.

The permanent easement herein granted includes the following rights and privileges:

1. The permanent and perpetual easement, right, privilege and authority to, including without limitation, install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of storm water, including but not limited to underground and exposed piping and appurtenant facilities to the flow and regulation of storm water (collectively, the "Utility Facilities"), as Grantee may now and from time-to-time deem necessary.
2. The further perpetual right and easement from time to time to pass and repass over, across and upon said land of the Grantor(s) as is reasonable and necessary for the use and enjoyment of the easement and right-of-way herein granted.
3. Grantor(s) agrees not to erect or maintain within the Easement Area any building, permanent structure or physical obstruction of any kind or nature whatsoever, including trees and shrubbery or permit the same to be so erected or maintained, except such as Grantee may specifically consent to in writing, which consent shall not be unreasonably withheld or delayed.
4. The Utility Facilities and other appurtenances which are installed, constructed and maintained by Grantee in the Easement Area shall at all times be and remain the property of Grantee, and shall be maintained and serviced exclusively by Grantee.
5. Grantor(s) covenants that it is seized of the Property and, for itself, its successors and assigns, forever warrants its title thereto and will forever defend the easement and right-of-way herein granted against all lawful claims and demands.
6. Grantee covenants that, in the event the surface of the Easement Area is disturbed at any time and from time-to-time by Grantee or any party acting on behalf of Grantee, then Grantee, at
its sole cost and expense, within reasonable time thereafter, shall repair and restore the surface of the Easement Area to the condition which existed prior to any such disturbance.
7. As to their respective obligations hereunder, the Parties agree to comply with all applicable codes, rules, regulations and laws.

The easement and right-of-way herein granted is non-exclusive and shall be binding upon and inure to the benefit of the successors and assign of the respective Parties hereto.

IN WITNESS WHEREOF, Grantor(s) has caused this Easement Agreement to be duly executed the day and year first above written.

Reorganized School District No. R-III (Grantor)

By: John Edenburn
President, Board of Education
(Date)

STATE OF $\qquad$ )
) ss .
COUNTY OF $\qquad$ )

BE IT REMEMBERED, that on this $\qquad$ day of $\qquad$ , 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John Edenburn, the Board of Education President of Pleasant Hill R-III School District, who is personally known to me to be the same person who executed the within instrument on behalf of Reorganized School District No. R-III , and such person duly acknowledged the execution of the same to be the act and deed of Reorganized School District No. R-III .

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My Commission Expires:
[SEAL]

## Exhibit "A"

## Tract 1-Permanent Drainage Easement

All that part of the Northwest Quarter of Section 8, Township 46 North, Range 30 West, in the City of Pleasant Hill, Cass County, Missouri, being described as follows:

Commencing at the Northeast corner of said Northwest Quarter; thence North $89^{\circ} 08^{\prime} 43^{\prime \prime}$ West, along the North line of said Northwest Quarter, a distance of 253.83 feet; thence South $00^{\circ} 51^{\prime} 17{ }^{\prime \prime}$ West a distance of 34.67 feet to the Point of Beginning; thence South $00^{\circ} 51^{\prime} 17^{\prime \prime}$ West a distance of 30.33 feet to a point on the South line of the North 65.00 feet of said Northwest Quarter; thence North $89^{\circ} 08^{\prime} 43^{\prime \prime}$ West, along said South line, a distance of 30.00 feet; thence North $00^{\circ} 51^{\prime} 17^{\prime \prime}$ East a distance of 30.01 feet; thence South $89^{\circ} 45^{\prime} 03^{\prime \prime}$ East a distance of 30.00 feet to the Point of Beginning. Containing 905 square feet, more or less.

The bearings used in this description are Grid North and based on the Missouri Coordinate System, 1983, West Zone, NAD83(2011).

This description was prepared by:


Jonathan A. Meyer, MO PLS-2007017966
Affinis Corp
8900 Indian Creek Parkway, Ste 450
Overland Park, Kansas 66210


## GRANTOR:

Reorganized School District No. R-III
GRANTEE:
City of Pleasant Hill, Missouri

## TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:
That in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to the Reorganized School District No. R-III, (the "Grantor"), with an address of 318 Cedar Street, Pleasant Hill, Missouri 64080, by the City of Pleasant Hill, Missouri, a Missouri municipal corporation, (the "Grantee"), with an address of 203 Paul Street, Pleasant Hill, Missouri 64080, the receipt of which is hereby acknowledged, the Grantor does hereby grant unto the Grantee, its contractors, subcontractors, agents and assigns, an exclusive Temporary Access and Construction Easement (the "Easement") in, over, under, along, across and upon the property legally described on the attached and incorporated Exhibit A for the purpose of and upon the terms and conditions hereinafter set forth.

Purpose. The Easement is granted to the Grantee for access to and for use by the Grantee in its construction and installation of transportation and pedestrian amenities and improvements and other related construction activity on adjoining property (the "Project").

Term of Easement. The Easement shall commence on the date hereof and shall terminate and expire on either (a) the date construction of the Project and related facilities are completed as determined solely by the Grantee, or (b) one (1) year from the date hereof, whichever is first to occur. Upon termination of the Easement, all of the rights
and benefits of the Grantee hereunder with respect to the Easement shall automatically terminate and be of no further force and effect.

Compliance with Laws. The Grantee shall during its use and occupancy of the Easement comply with all applicable statutes, ordinances, rules and regulations of all governing authorities. This Easement shall be construed under the laws of the State of Missouri.

Restoration. In the event that any area of the Easement is disturbed by the Grantee's exercise of any of its easement rights hereunder, such area shall be reasonably restored to the condition in which it existed at the commencement of the Grantee's use of the Easement.

Indemnification. To the extent allowed by law and without any waiver of sovereign immunity, the Grantee hereby agrees to and does indemnify and shall defend and hold harmless the Grantor from and against any and all losses, damages, claims, costs, expenses, including, without limitation, attorney fees and costs, demands, liabilities, suits and judgments for any and all bodily injury or death of persons and damage to tangible property, whether of the parties hereto or otherwise, arising out of, resulting from, or occurring in connection with the Grantee's maintenance, use or occupancy of the property covered by the Easement. The provisions of the foregoing indemnity shall survive termination of the Easement.

Warranty. The Grantor hereby covenants and warrants that it is the owner of the property covered by the Easement and has the right to grant this Easement.

Notices. Any notice permitted or required hereunder shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, return receipt requested, to the party's address as set forth below, or such other address as designated in writing to the other party.

If GRANTOR: | Reorganized School District No. R-III |  |
| :--- | :--- |
| Attn: Superintendent |  |
|  | 318 Cedar Street |
| Pleasant Hill, MO 64080 |  |
| If GRANTEE: | City of Pleasant Hill, Missouri |
|  | Attn: City Administrator |
| 203 Paul Street |  |
|  | Pleasant Hill, MO 64080 |

Further Cooperation. Each party agrees to execute such further documents and to perform such other acts as may be reasonably necessary or desirable to further carry out the purpose and intent of the grant of the Easement.

IN WITNESS WHEREOF, the parties have executed this Easement effective this day of February, 2021.

GRANTOR:

Reorganized School District No. R-III John Edenburn, School Board President

GRANTEE:

City of Pleasant Hill, Missouri
Mark Guffey, Mayor

## ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF CASS )

On this $\qquad$ day of February, 2021, before me, a Notary Public, personally appeared John Edenburn, to me personally known, who, being by me duly sworn, did execute the foregoing instrument in his official capacity as the President of the Board of Education for Reorganized School District No. R-III, and acknowledged that he executed the same for the uses and purposes herein described.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written.

> Notary Public

Print Name: $\qquad$
(Notary Seal)

## ACKNOWLEDGMENT



I, the undersigned, a Notary Public, in and for the County, in the State aforesaid, do hereby certify that Mark Guffey, personally known to me to be the Mayor of Pleasant Hill, Missouri, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor he signed and delivered the said instrument as his free and voluntary act and deed, and as the free and voluntary act and deed of said City for the uses and purposes therein set forth.

Given under my hand and official seal, this $\qquad$ day of February, 2021.

Notary Public
Print Name: $\qquad$
(Notary Seal)

## Exhibit "A"

## Tract 1-Temporary Construction and Grading Easement

All that part of the Northwest Quarter of Section 8, Township 46 North, Range 30 West, in the City of Pleasant Hill, Cass County, Missouri, lying East of the East right-of-way line of Missouri Route 7 Highway as now established, being described as follows:

Commencing at the Northeast corner of said Northwest Quarter; thence South $02^{\circ} 45^{\prime} 21^{\prime \prime}$ West, along the East line of said Northwest Quarter, a distance of 32.02 feet to the Point of Beginning; thence South $02^{\circ} 45^{\prime} 21^{\prime \prime}$ West, continuing along said East, a distance of 33.02 feet; thence North $89^{\circ} 08^{\prime} 43^{\prime \prime}$ West a distance of 1232.35 feet to a point on the East right-of-way line of said Missouri 7 Highway; thence North $10^{\circ} 25^{\prime} 49^{\prime \prime}$ East, along said East line, a distance of 20.28 feet; thence South $89^{\circ} 45^{\prime} 03^{\prime \prime}$ East a distance of 1230.14 feet to the Point of Beginning.

Containing 32,612 square feet, more or less.
The bearings used in this description are Grid North and based on the Missouri Coordinate System, 1983, West Zone, NAD83(2011).

This description was prepared by:
Jonathan A. Meyer, MO PLS-2007017966
Affinis Corp
8900 Indian Creek Parkway, Ste 450
Overland Park, Kansas 66210


Right-of-Way Plan Sheets




REORGANIZED SCHOOL DISTRICT NO. R-III
1204 E 163RD ST
BK: 001711 PG:00002
See Sheet 11 for R/W Info.



REORGANIZED SCHOOL DISTRICT NO. R-III
1204 E 163 RD ST
SK: 001711 PG:000028
See Sheet 11 for R/W into.


JWw investmenr llc

No Tokings


