

BILL NO. 4490

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE A RIGHT OF WAY AGREEMENT BETWEEN THE CITY OF WEST PLAINS, MISSOURI AND SOUTHERN HILLS SHOPPING CENTER PROVIDING FOR THE CONSTRUCTION OF PROPOSED STREET LONDON LANE.

WHEREAS, Southern Hills Shopping Center plans to construct portions of London Lane in West Plains, Missouri; and

WHEREAS, Southern Hills Shopping Center owns land, easements, and property rights which are required to construct portions of London Lane.

Be it ordained by the City Council of West Plains, Missouri as follows:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of West Plains, Missouri a right of way agreement between the City of West Plains and Southern Hills Shopping Center. (EXHIBIT A)

Section 2. This ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED AND APPROVED ON THE 20TH DAY OF MARCH 2017.

CITY OF WEST PLAINS, MISSOURI

BY: _____
MAYOR JACK PAHLMANN

ATTEST:

CITY CLERK MALLORY PREWETT

To
Approved:

London Lane, Howell County

**LONDON LANE RIGHT OF WAY
AGREEMENT**

THIS AGREEMENT is entered into by and between the City of West Plains (hereinafter, "City"), and Southern Hills Shopping Center (hereinafter "SHSC").

WITNESSETH:

WHEREAS, the City proposes to accept right-of-way for London Lane in Howell County, Missouri,

WHEREAS, SHSC owns lands, easements, and property rights across; the said, location

WHEREAS, the parties desire that the work to be performed under this Agreement by all parties listed above hereto will be performed in accordance with plans and specifications to be prepared by City and approved by SHSC in accordance with "Exhibit A" and "Exhibit B", (which is attached hereto and incorporated herein by reference);

WHEREAS, the City proposes to accept right-of-way for street purposes, shown on Exhibit A and Exhibit B, (*Prior to construction Ramsey must have 4" of 1" base rock in place*) Road will be contracted out and shall have 3" of bituminous base, 2" of Bituminous pavement (BP2), with curb and gutter to City specifications in place before the City proposes to accept said right-of-way. City will pay for all improvements listed above and will be reimbursed by SHSC within 30 days of project completion. All development plans will need to be recommended by the Planning and Zoning Commission and approved by City Council in accordance with City requirements. The City and SHSC are willing to consent to the execution of the said project upon the terms and conditions herein stated and not otherwise;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

(1) PROPERTY RIGHTS: Property shall be conveyed as follows:

(A) SHSC shall convey by General Warranty Deed at no cost to City for city streets, the lands, properties, ownership and legal rights described and identified in blue on "Exhibit A" attached and incorporated herein by reference.

(2) CONSTRUCTION OF PROJECT: All work done pursuant to this Agreement will be done in accordance with the plans and specifications prepared by the City.

(3) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) City will be responsible for the preparation of detailed right-of-way, construction plans and construction staking. This includes design, and inspection of project.

(B) SHSC will be responsible for all survey costs needed for right-of-way acquisition and donate all right-of-way and easements needed for the project to the City at no cost.

(C) City will be responsible for purchase and installation of the sleeves for future City utilities throughout the entire roadway. The location of the sleeves will be decided upon by the city.

(D) City will pay for project while in construction phase. At completion SHSC must pay all fees associated with the construction of the roadway shown on Exhibit A within 30 days to the City.

(E) City will be responsible for completion of the entire street for the herein improvement, which includes advertising the project, bid requests and awarding a construction contract.

(F) Unit cost for curb and gutter is \$28.39 per linear foot. Unit cost for gutter pans \$83.00 a square yard. Drop inlet spillways are \$581.00 per unit. (All shown on Exhibit B) The asphalt/concrete unit cost has not been calculated at this time and will be available to SHSC for approval before work shall commence. ***(All costs are shown here as unit price. The City will provide an estimate for linear feet for the curb and gutter and asphalt/concrete for the street but could be adjusted due to unforeseen field changes. The City shall not be responsible for any overages due to unforeseen field changes it will be at the cost of SHSC at the unit costs provided above.)***

(4) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of SHSC, and the City.

(6) CITY REPRESENTATIVE: The City Administrator/Engineer is designated as the City Representative for the purpose of administering the provisions of this Agreement. The City Representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(7) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(8) EXECUTION IN COUNTERPARTS: This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same agreement.

(9) AGREEMENT/BENEFIT: This Agreement shall inure to the benefit of and be binding on the parties hereto, their successors and assigns.

(10) SURVIVAL OF OBLIGATIONS: Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of expiration or termination.

(Remainder of Page Intentionally Left Blank)

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

Executed by SHSC this ____ day of _____, 2017.

Executed by the City this ____ day of _____, 2017.

Travis Smith
Chase Smith

By _____

By _____

CITY OF WEST PLAINS

By _____

Title _____

ATTEST:

By _____

Title _____

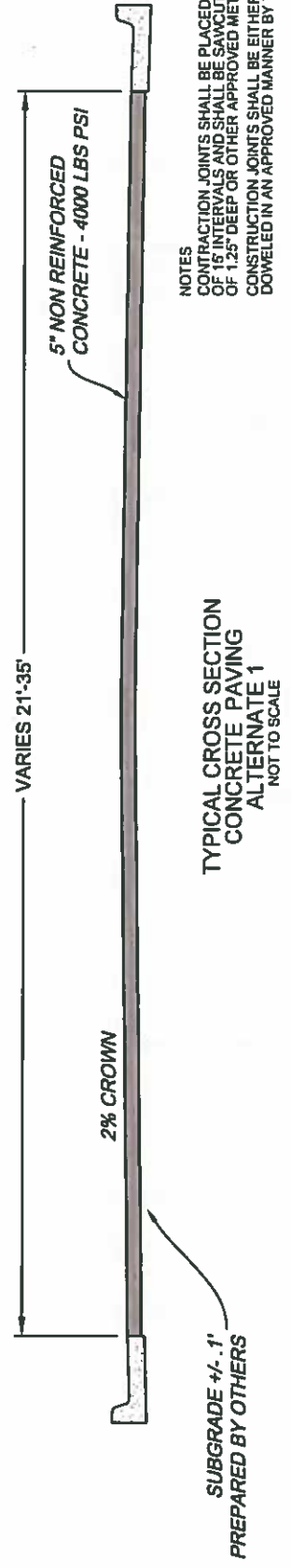
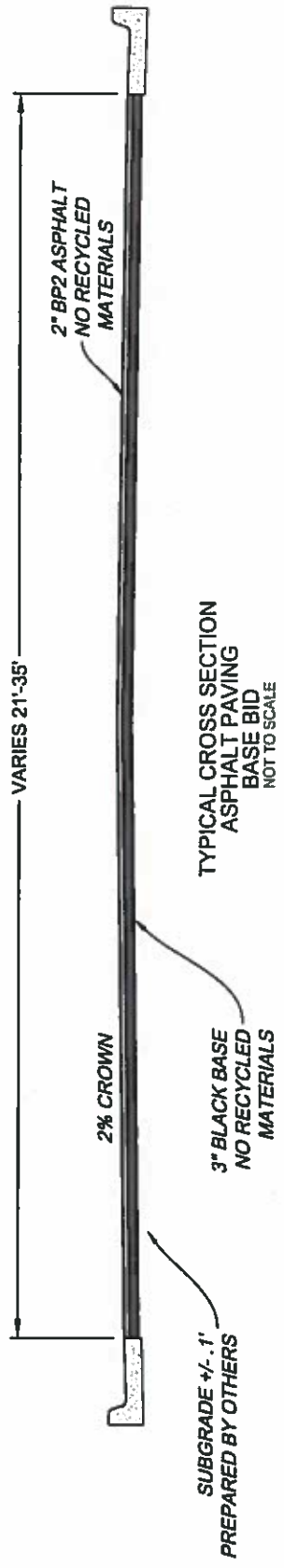
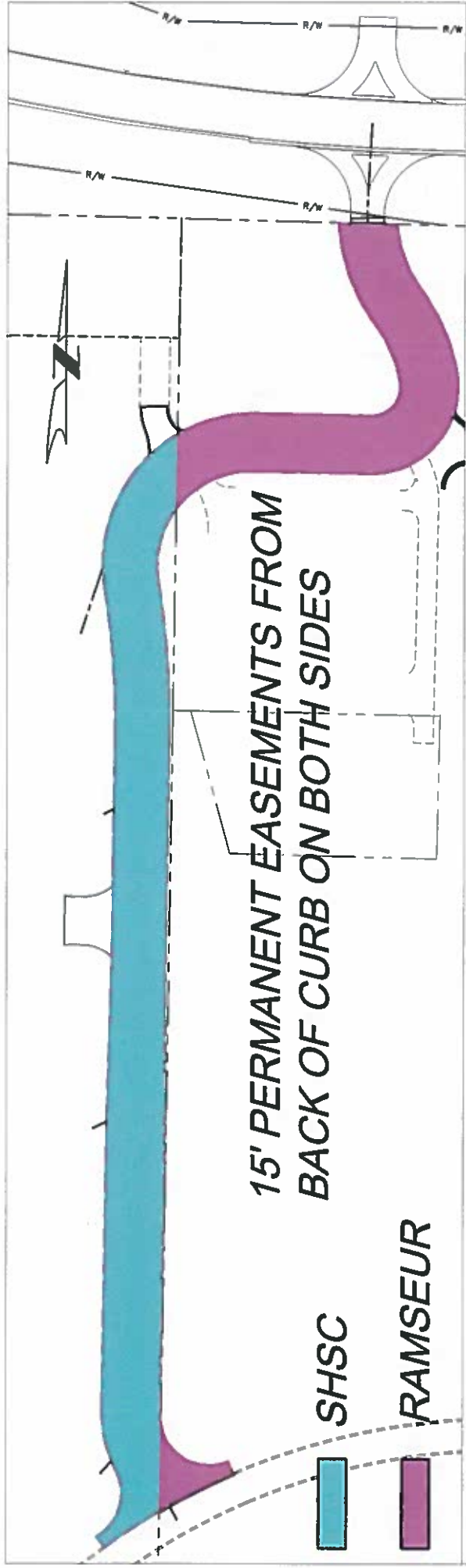
Approved as to Form:

By _____

Title _____

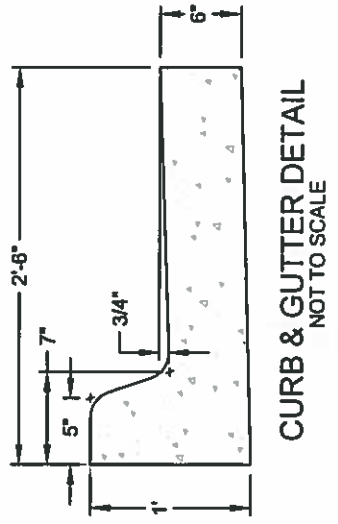
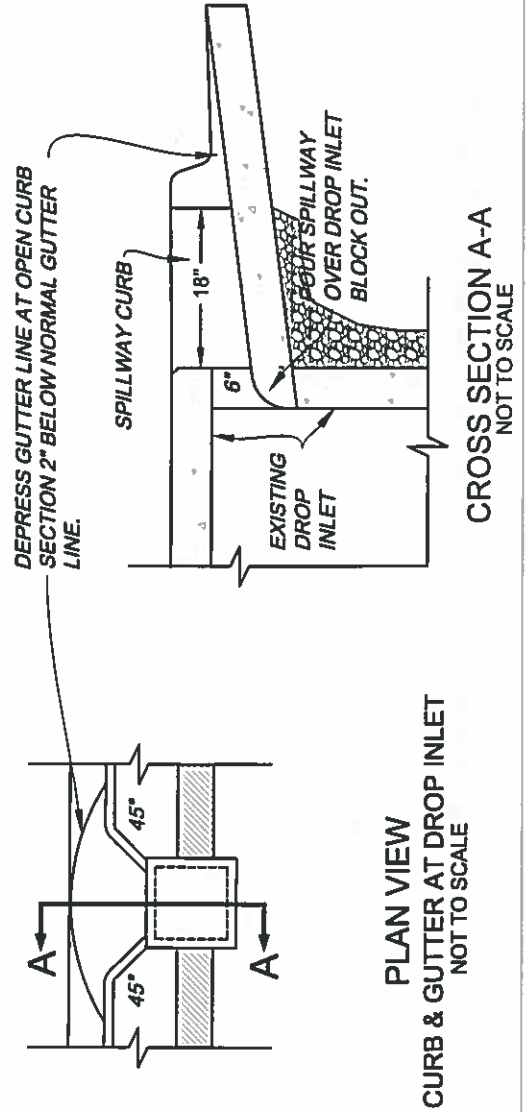
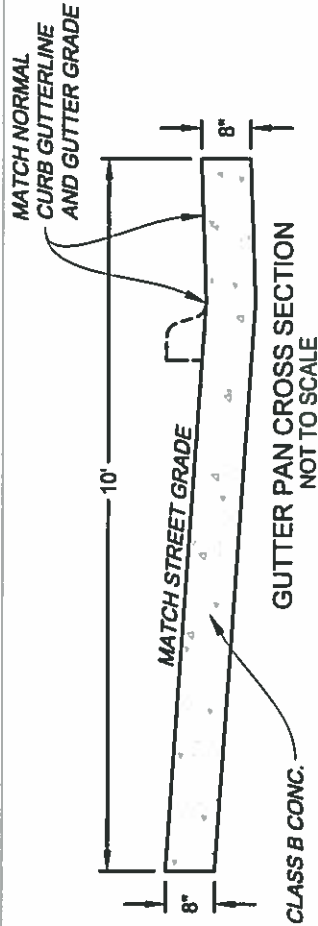
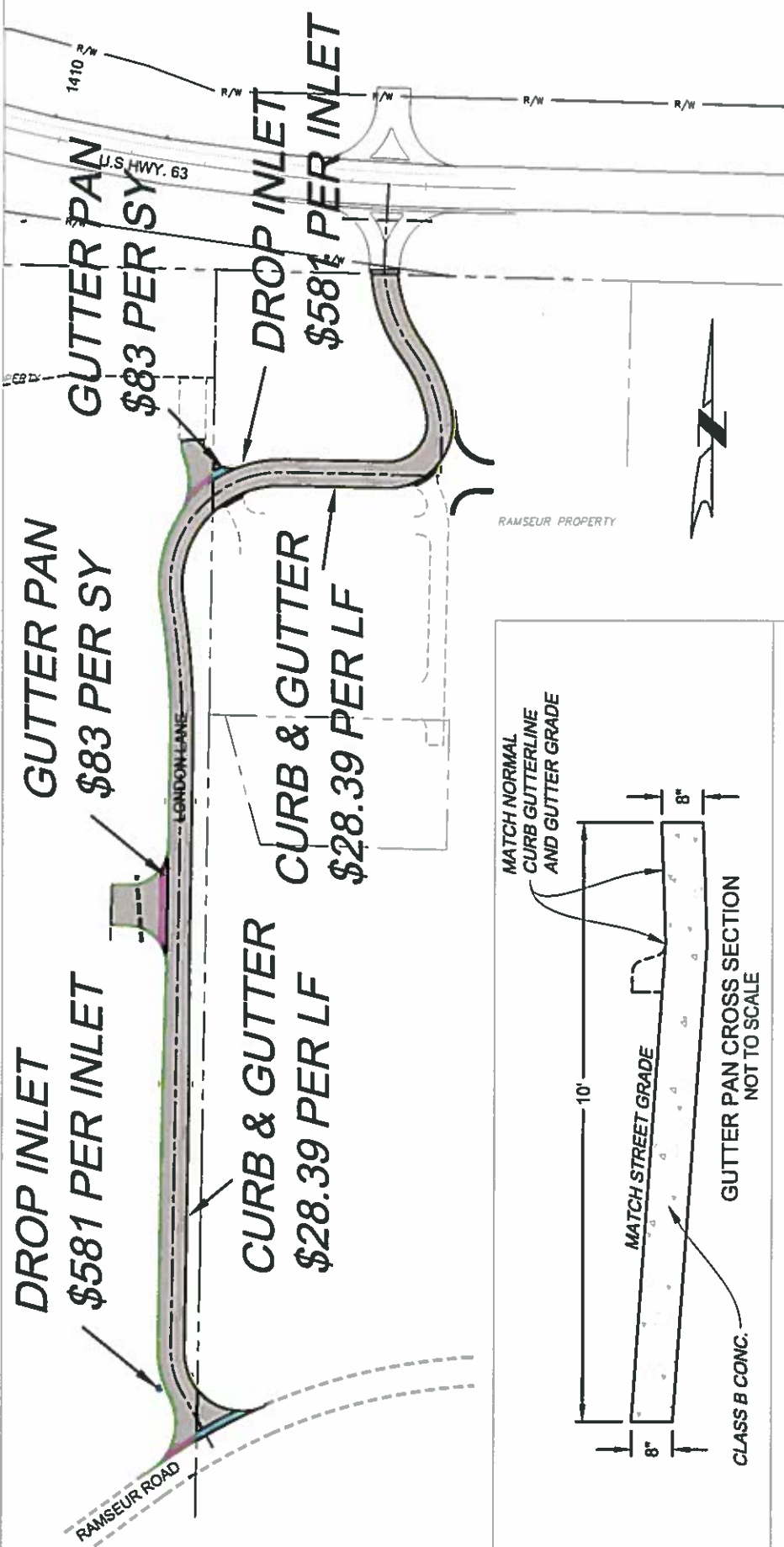
Ordinance Number _____

EXHIBIT A



NOTES
CONTRACTION JOINTS SHALL BE PLACED A MAXIMUM
OF 15' INTERVALS AND SHALL BE SAFCUT. MINIMUM
OF 1.25" DEEP OR OTHER APPROVED METHOD.
CONSTRUCTION JOINTS SHALL BE EITHER KEYS OR
DOWELED IN AN APPROVED MANNER BY THE CITY.

EXHIBIT B



SURVEY SERVICES GROUP, LLC

Mortgage - Property Boundary - Subdivisions

March 16, 2017

City of West Plains, Missouri
1910 Holiday Lane
West Plains, MO 65775

RE: SHSC-Survey Cost for Right-of-way for proposed London Lane.

Trent,

The Southern Hills Shopping Center cost for a Property Boundary Survey of the right-of-way for the Proposed London Lane per your email and associated easements along the street (i.e. sewer, water) would be \$1,600.00. If you have any questions or wish to proceed please call me at 417-331-8900. Thank You.

Sincerely,
Survey Services Group, LLC


Allen D. Burgess, PLS

P.O. BOX 9- 612 PORTER WAGONER BLVD.
WEST PLAINS, MISSOURI • 65775
PHONE: 417-255-2970 • FAX: 417-256-9688