

**BILL NO. 28-17**

**ORDINANCE NO. 2335**

**AN ORDINANCE AUTHORIZING EXECUTION OF THREE AGREEMENTS BETWEEN MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF WARRENTON, MISSOURI AND EUGENE KEEVEN FOR THE RESETTING OF SIGNS LOCATED WITHIN THE LIMITS OF PROJECT J213160.**

WHEREAS, on May 16, 2017 the Board of Aldermen of the City of Warrenton voted to authorize the Mayor to enter into an agreement with the Missouri Highways and Transportation Commission for the resetting of signs located within the limits of project J213160; and

WHEREAS, the Missouri Highways and Transportation Commission requires that said agreement be authorized by passage of an ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WARRENTON, MISSOURI, AS FOLLOWS:

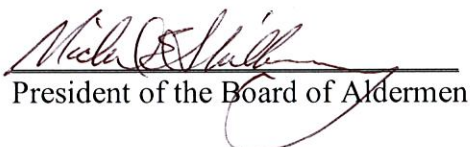
SECTION I. That the City of Warrenton, Missouri enter into an agreement with Missouri Highways and Transportation Commission under the terms and conditions as set forth in the three contracts attached hereto and made a part of this Ordinance by reference.

SECTION II. That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract and to do all things necessary to complete this transaction.

SECTION III. All Ordinances or parts of ordinances in conflict with the Ordinance are hereby repealed.

SECTION IV. This Ordinance shall take effect and be in full force from and after the passage and approval thereof.

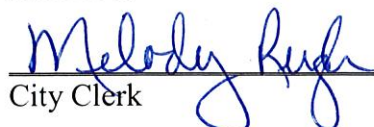
READ TWO TIMES AND PASSED by the Board of Alderman of the City of Warrenton, Missouri, this 16<sup>th</sup> day of May, 2017.

  
\_\_\_\_\_  
President of the Board of Aldermen

APPROVED BY THE MAYOR of the City of Warrenton, Missouri, this 16<sup>th</sup> day of May, 2017.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

CCO Form: RW46  
Approved: 07/14 (JS)  
Revised: 03/17 (AR)  
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
WAIVER AND RESET AGREEMENT**

THIS AGREEMENT is entered into by the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (hereinafter, "Commission") and the City of Warrenton (hereinafter, "City") and Keeven Realty (hereinafter, "Sign Owner") located in the State of Missouri.

WITNESSETH:

WHEREAS, the State of Missouri General Assembly has enacted section 226.541 RSMo, giving rulemaking authority to the Commission pursuant to which the Commission adopted section 7 CSR 10-6.040 (7), authorizing Sign Owners to reset existing, qualifying signs by executing a waiver and reset agreement with the Commission and the City; and

WHEREAS, the City is acquiring certain realty rights in Warren County in conjunction with project J2I3160; and

WHEREAS, the Commission has determined that the qualifying sign will be issued a sign permit amendment under the terms of this agreement; and

WHEREAS, the Sign Owner has the right to receive compensation for the acquisition of the qualifying sign in question, said amount of compensation to be determined by an approved appraisal and offered to the Sign Owner through a written offer; and

WHEREAS, the Sign Owner desires to waive his right to compensation and has chosen to reset the qualifying sign, identified by permit number 7001, elsewhere within the same property or on property adjoining the property on which it is currently located.

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 allow for the resetting of the above identified qualifying sign located within the limits of project J2I3160, currently located on the following described property;

***See Exhibit A for description***

(2) RELEASE: The Sign Owner further releases any and all leasehold interest which the Sign Owner has in said lands.

(3) WARRANTY OF OWNERSHIP: Sign Owner warrants that it is the sole owner of the structure herein described, and that no other person or entity has any title or interest in said structure.

(4) RESPONSIBILITY OF THE SIGN OWNER, CITY AND COMMISSION:

(A) On \_\_\_\_\_ the Sign Owner agreed to donate to the City of Warrenton the qualifying sign.

(B) The Sign Owner agrees to waive all compensation in exchange for authority to reset the qualifying sign structure and accept as full compensation from the Commission a total of zero dollars (\$0.00), said amount being the agreed upon cost of resetting the sign (hereinafter, "Agreed Compensation"). In the event the cost of resetting the sign exceeds the Agreed Compensation amount, it will be the Sign Owner's responsibility to cover the additional cost.

(C) Should the Sign Owner fail or refuse to remove the entire qualifying sign structure and surrender peaceful possession of the property on which the structure is located to the City within the time specified herein in subparagraph (J), the City shall be authorized to enter upon Sign Owner's property and remove the entire qualifying sign structure and it shall become the property of the City, which shall have the right to immediately dispose of same without the consent or approval of the Sign Owner.

(D) The Commission agrees to amend the permit identified as permit number 7001 and the Sign Owner agrees to comply with any provisions placed in the permit.

(E) The Sign Owner has obtained local approval, if required, to reset the sign structure. A copy of said local approval, if required, is attached to this agreement.

(F) The Sign Owner has received written authority from the owner of the property on which the sign will be reset granting permission to the Sign Owner to operate and maintain the reset sign.

(G) The owner of the property on which the sign will be reset is identified as follows:

Name: Keeven Family Partnership, LP  
Mailing address: P.O Box 147  
City: Warrenton State: Missouri Zip: 63383  
Telephone: 636-949-6626

(H) The Sign Owner shall reset and reconstruct the sign structure with the same type of materials and may not exceed the square footage of the original sign structure as it existed on the date of this agreement. The original sign structure is further described as follows and as it existed on July 5, 2016:

Sign structure:

- Wood
- Metal
- Other (explain): \_\_\_\_\_

Pole construction:

- Monopole
- Multiple (number of poles 4)
- Other (explain): \_\_\_\_\_

Size of sign face (in feet): Vertical 10 Horizontal 30

Number of faces: 2

Does the sign have lighting:  Yes  No

Face position:

- Back to Back
- V-Type
- Single Side;
- Back to Back, Side-by-Side
- V-Type, Side-by-Side;
- Side By Side (one direction)

Type of technology:

- Trivision
- Digital
- Painted Face/Vinyl Wrap
- Digital Box;
- Other (explain): \_\_\_\_\_

(I) The Sign Owner has provided to the Commission a detailed map indicating the exact location for the sign to be reset on the same or adjoining property. A copy of the subject map is attached to this agreement. It is the responsibility of the Sign Owner to reset the sign structure entirely on private property.

(J) The Sign Owner must remove the qualifying sign from the construction limits within thirty (30) days of the execution of this agreement. Removal includes the entire qualifying sign and structure, which shall include, but not be limited to the face, screens, poles, foundational support, skirting, lighting, and electrical equipment if applicable from the premises in complete compliance with all ordinances, regulations, rules and laws pertaining to such removal. Should the sign not be removed within thirty (30) days of the execution of this agreement, the City shall be immediately authorized to remove the sign at its discretion and control, and the sign shall become the property of the City.

(K) The Sign Owner must reset the sign to the new identified location as described in subparagraph (H), within six (6) months of the Commission's final inspection of the project. In the event the sign is not reset within the six (6) month period, permit number 7001 will be released/voided.

(5) MISSOURI NONDISCRIMINATION CLAUSE: The Sign Owner shall comply with all state and federal statutes applicable to Sign Owner relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).

(6) ASSIGNMENT: The Sign Owner shall not assign, transfer or delegate any interest in this Agreement, or in the permit itself, without the prior written consent of the Commission.

(7) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sign Owner shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(8) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(9) INDEMNIFICATION: The Sign Owner shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sign Owner's removal of the Sign pursuant to this Agreement.

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

Executed by the Sign Owner this 2<sup>nd</sup> day of May, 2017.

Executed by the City this 16<sup>th</sup> day of May, 2017.

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

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

Sign Owner: Keeven Realty

By G. C. Keeven

\_\_\_\_\_  
Title State Design Engineer

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

Attest: (SEAL)

City of Warrenton:

By C. W. Schleuter

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

Title Mayor

Approved as to Form:

Approved by Ordinance/Resolution:

\_\_\_\_\_  
Jason Saey, Commission Counsel

2335

**ACKNOWLEDGMENT BY INDIVIDUAL**

STATE OF MISSOURI )  
COUNTY OF Warren )      SS

On this 2<sup>nd</sup> day of May, 2017, before me appeared Eugene Keevan, doing business as Keevan Realty, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

B. Walters  
Notary Public

My Commission Expires: 12-27-18

B. WALTERS  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Lincoln County  
My Commission Expires: December 27, 2018  
Commission Number: 14128170

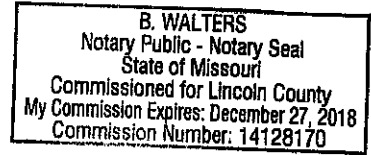
**ACKNOWLEDGMENT BY CITY**

STATE OF MISSOURI            )  
  )  
COUNTY OF WARREN         )        ss

On this 16<sup>th</sup> day of May, 2017 before me appeared Eric Schleuter personally known to me, who being by me duly sworn, did say that he/she is the Mayor of the City of Warrenton and that the foregoing instrument was signed and sealed on behalf of the City of Warrenton and that he/she acknowledged said instrument to be the free act and deed of the City of Warrenton and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

B. Walters  
Notary Public



My Commission Expires: 12-27-18



**ACKNOWLEDGMENT BY COMMISSION**

STATE OF MISSOURI            )  
  )  
COUNTY OF COLE            )        ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me appeared Eric Schroeter personally known to me, who being by me duly sworn, did say that he/she is the State Design Engineer of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said Eric Schroeter acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

CCO Form: RW46  
Approved: 07/14 (JS)  
Revised: 03/17 (AR)  
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
WAIVER AND RESET AGREEMENT**

THIS AGREEMENT is entered into by the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (hereinafter, "Commission") and the City of Warrenton (hereinafter, "City") and Eugene Keeven (hereinafter, "Sign Owner") located in the State of Missouri.

WITNESSETH:

WHEREAS, the State of Missouri General Assembly has enacted section 226.541 RSMo, giving rulemaking authority to the Commission pursuant to which the Commission adopted section 7 CSR 10-6.040 (7), authorizing Sign Owners to reset existing, qualifying signs by executing a waiver and reset agreement with the Commission and the City; and

WHEREAS, the City is acquiring certain realty rights in Warren County in conjunction with project J213160; and

WHEREAS, the Commission has determined that the qualifying sign will be issued a sign permit amendment under the terms of this agreement; and

WHEREAS, the Sign Owner has the right to receive compensation for the acquisition of the qualifying sign in question, said amount of compensation to be determined by an approved appraisal and offered to the Sign Owner through a written offer; and

WHEREAS, the Sign Owner desires to waive his right to compensation and has chosen to reset the qualifying sign, identified by permit number 7046, elsewhere within the same property or on property adjoining the property on which it is currently located.

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 allow for the resetting of the above identified qualifying sign located within the limits of project J213160, currently located on the following described property;

***See Exhibit A for description***

(2) RELEASE: The Sign Owner further releases any and all leasehold interest which the Sign Owner has in said lands.

(3) WARRANTY OF OWNERSHIP: Sign Owner warrants that it is the sole owner of the structure herein described, and that no other person or entity has any title or interest in said structure.

(4) RESPONSIBILITY OF THE SIGN OWNER, CITY AND COMMISSION:

(A) On \_\_\_\_\_ the Sign Owner agreed to donate to the City of Warrenton the qualifying sign.

(B) The Sign Owner agrees to waive all compensation in exchange for authority to reset the qualifying sign structure and accept as full compensation from the Commission a total of zero dollars (\$0.00), said amount being the agreed upon cost of resetting the sign (hereinafter, "Agreed Compensation"). In the event the cost of resetting the sign exceeds the Agreed Compensation amount, it will be the Sign Owner's responsibility to cover the additional cost.

(C) Should the Sign Owner fail or refuse to remove the entire qualifying sign structure and surrender peaceful possession of the property on which the structure is located to the City within the time specified herein in subparagraph (J), the City shall be authorized to enter upon Sign Owner's property and remove the entire qualifying sign structure and it shall become the property of the City, which shall have the right to immediately dispose of same without the consent or approval of the Sign Owner.

(D) The Commission agrees to amend the permit identified as permit number 7046 and the Sign Owner agrees to comply with any provisions placed in the permit.

(E) The Sign Owner has obtained local approval, if required, to reset the sign structure. A copy of said local approval, if required, is attached to this agreement.

(F) The Sign Owner has received written authority from the owner of the property on which the sign will be reset granting permission to the Sign Owner to operate and maintain the reset sign.

(G) The owner of the property on which the sign will be reset is identified as follows:

Name: Keeven Family Partnership, LP  
Mailing address: P.O Box 147  
City: Warrenton State: Missouri Zip: 63383  
Telephone: 636-949-6626

(H) The Sign Owner shall reset and reconstruct the sign structure with the same type of materials and may not exceed the square footage of the original sign structure as it existed on the date of this agreement. The original sign structure is further described as follows as it existed on July 5, 2016:

Sign structure:

- Wood
- Metal
- Other (explain): \_\_\_\_\_

Pole construction:

- Monopole
- Multiple (number of poles 6)
- Other (explain): \_\_\_\_\_

Size of sign face (in feet): Vertical 22    Horizontal 40

Number of faces: 1

Does the sign have lighting:  Yes  No

Face position:

- Back to Back
- V-Type
- Single Side;
- Back to Back, Side-by-Side
- V-Type, Side-by-Side;
- Side By Side (one direction)

Type of technology:

- Trivision
- Digital
- Painted Face/Vinyl Wrap
- Digital Box;
- Other (explain): \_\_\_\_\_

(I) The Sign Owner has provided to the Commission a detailed map indicating the exact location for the sign to be reset on the same or adjoining property. A copy of the subject map is attached to this agreement. It is the responsibility of the Sign Owner to reset the sign structure entirely on private property.

(J) The Sign Owner must remove the qualifying sign from the construction limits within thirty (30) days of the execution of this agreement. Removal includes the entire qualifying sign and structure, which shall include, but not be limited to the face, screens, poles, foundational support, skirting, lighting, and electrical equipment if applicable from the premises in complete compliance with all ordinances, regulations, rules and laws pertaining to such removal. Should the sign not be removed within thirty (30) days of the execution of this agreement, the City shall be immediately authorized to remove the sign at its discretion and control, and the sign shall become the property of the City.

(K) The Sign Owner must reset the sign to the new identified location as described in subparagraph (H), within six (6) months of the Commission's final inspection of the project. In the event the sign is not reset within the six (6) month period, permit number 7046 will be released/voided.

(5) MISSOURI NONDISCRIMINATION CLAUSE: The Sign Owner shall comply with all state and federal statutes applicable to Sign Owner relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).

(6) ASSIGNMENT: The Sign Owner shall not assign, transfer or delegate any interest in this Agreement, or in the permit itself, without the prior written consent of the Commission.

(7) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sign Owner shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(8) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(9) INDEMNIFICATION: The Sign Owner shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sign Owner's removal of the Sign pursuant to this Agreement.

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

Executed by the Sign Owner this 2<sup>nd</sup> day of May, 2017.

Executed by the City this 16<sup>th</sup> day of May, 2017.

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

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

Sign Owner: Eugene Keeven

By E. C. Keeven

\_\_\_\_\_  
Title State Design Engineer

Attest: (SEAL)

City of Warrenton:

By: C. W. Schluter

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

Title Mayor

Approved as to Form:

Approved by Ordinance/Resolution:

\_\_\_\_\_  
Jason Saey, Commission Counsel

2335

**ACKNOWLEDGMENT BY INDIVIDUAL**

STATE OF MISSOURI            )  
  )  
COUNTY OF Warren            )        SS

On this 2<sup>nd</sup> day of May, 2017, before me appeared Eugene Keevan, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

B. Walters  
Notary Public

My Commission Expires: 12-27-18

B. WALTERS  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Lincoln County  
My Commission Expires: December 27, 2018  
Commission Number: 14128170

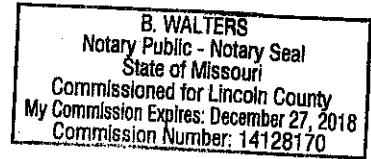
**ACKNOWLEDGMENT BY CITY**

STATE OF MISSOURI            )  
  )  
COUNTY OF WARREN         )        ss

On this 16<sup>th</sup> day of May, 2017 before me appeared Eric Schleuter personally known to me, who being by me duly sworn, did say that he/she is the Mayor of the City of Warrenton and that the foregoing instrument was signed and sealed on behalf of the City of Warrenton and that he/she acknowledged said instrument to be the free act and deed of the City of Warrenton and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

  
\_\_\_\_\_  
Notary Public



My Commission Expires: 12-27-18



**ACKNOWLEDGMENT BY COMMISSION**

STATE OF MISSOURI            )  
  )  
COUNTY OF COLE            )        ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared Eric Schroeter personally known to me, who being by me duly sworn, did say that he/she is the State Design Engineer of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said Eric Schroeter acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

CCO Form: RW46  
Approved: 07/14 (JS)  
Revised: 03/17 (AR)  
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
WAIVER AND RESET AGREEMENT**

THIS AGREEMENT is entered into by the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (hereinafter, "Commission") and the City of Warrenton (hereinafter, "City") and Eugene Keeven (hereinafter, "Sign Owner") located in the State of Missouri.

WITNESSETH:

WHEREAS, the State of Missouri General Assembly has enacted section 226.541 RSMo, giving rulemaking authority to the Commission pursuant to which the Commission adopted section 7 CSR 10-6.040 (7), authorizing Sign Owners to reset existing, qualifying signs by executing a waiver and reset agreement with the Commission and the City; and

WHEREAS, the City is acquiring certain realty rights in Warren County in conjunction with project J2I3160; and

WHEREAS, the Commission has determined that the qualifying sign will be issued a sign permit amendment under the terms of this agreement; and

WHEREAS, the Sign Owner has the right to receive compensation for the acquisition of the qualifying sign in question, said amount of compensation to be determined by an approved appraisal and offered to the Sign Owner through a written offer; and

WHEREAS, the Sign Owner desires to waive his right to compensation and has chosen to reset the qualifying sign, identified by permit number 7047, elsewhere within the same property or on property adjoining the property on which it is currently located.

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 allow for the resetting of the above identified qualifying sign located within the limits of project J2I3160, currently located on the following described property;

***See Exhibit A for description***

(2) RELEASE: The Sign Owner further releases any and all leasehold interest which the Sign Owner has in said lands.

(3) WARRANTY OF OWNERSHIP: Sign Owner warrants that it is the sole owner of the structure herein described, and that no other person or entity has any title or interest in said structure.

(4) RESPONSIBILITY OF THE SIGN OWNER, CITY AND COMMISSION:

(A) On \_\_\_\_\_ the Sign Owner agreed to donate to the City of Warrenton the qualifying sign.

(B) The Sign Owner agrees to waive all compensation in exchange for authority to reset the qualifying sign structure and accept as full compensation from the Commission a total of zero dollars (\$0.00), said amount being the agreed upon cost of resetting the sign (hereinafter, "Agreed Compensation"). In the event the cost of resetting the sign exceeds the Agreed Compensation amount, it will be the Sign Owner's responsibility to cover the additional cost.

(C) Should the Sign Owner fail or refuse to remove the entire qualifying sign structure and surrender peaceful possession of the property on which the structure is located to the City within the time specified herein in subparagraph (J), the City shall be authorized to enter upon Sign Owner's property and remove the entire qualifying sign structure and it shall become the property of the City, which shall have the right to immediately dispose of same without the consent or approval of the Sign Owner.

(D) The Commission agrees to amend the permit identified as permit number 7047 and the Sign Owner agrees to comply with any provisions placed in the permit.

(E) The Sign Owner has obtained local approval, if required, to reset the sign structure. A copy of said local approval, if required, is attached to this agreement.

(F) The Sign Owner has received written authority from the owner of the property on which the sign will be reset granting permission to the Sign Owner to operate and maintain the reset sign.

(G) The owner of the property on which the sign will be reset is identified as follows:

Name: Keeven Family Partnership, LP  
Mailing address: P.O Box 147  
City: Warrenton State: Missouri Zip: 63383  
Telephone: 636-949-6626

(H) The Sign Owner shall reset and reconstruct the sign structure with the same type of materials and may not exceed the square footage of the original sign structure as it existed on the date of this agreement. The original sign structure is further described as follows as it existed on July 5, 2016:

Sign structure:

- Wood
- Metal
- Other (explain): \_\_\_\_\_

Pole construction:

- Monopole
- Multiple (number of poles 6)
- Other (explain): \_\_\_\_\_

Size of sign face (in feet): Vertical 22 Horizontal 40

Number of faces: 1

Does the sign have lighting:  Yes  No

Face position:

- Back to Back
- V-Type
- Single Side;
- Back to Back, Side-by-Side
- V-Type, Side-by-Side;
- Side By Side (one direction)

Type of technology:

- Trivision
- Digital
- Painted Face/Vinyl Wrap
- Digital Box;
- Other (explain): \_\_\_\_\_

(I) The Sign Owner has provided to the Commission a detailed map indicating the exact location for the sign to be reset on the same or adjoining property. A copy of the subject map is attached to this agreement. It is the responsibility of the Sign Owner to reset the sign structure entirely on private property.

(J) The Sign Owner must remove the qualifying sign from the construction limits within thirty (30) days of the execution of this agreement. Removal includes the entire qualifying sign and structure, which shall include, but not be limited to the face, screens, poles, foundational support, skirting, lighting, and electrical equipment if applicable from the premises in complete compliance with all ordinances, regulations, rules and laws pertaining to such removal. Should the sign not be removed within thirty (30) days of the execution of this agreement, the City shall be immediately authorized to remove the sign at its discretion and control, and the sign shall become the property of the City.

(K) The Sign Owner must reset the sign to the new identified location as described in subparagraph (H), within six (6) months of the Commission's final inspection of the project. In the event the sign is not reset within the six (6) month period, permit number 7047 will be released/voided.

(5) MISSOURI NONDISCRIMINATION CLAUSE: The Sign Owner shall comply with all state and federal statutes applicable to Sign Owner relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).

(6) ASSIGNMENT: The Sign Owner shall not assign, transfer or delegate any interest in this Agreement, or in the permit itself, without the prior written consent of the Commission.

(7) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sign Owner shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(8) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(9) INDEMNIFICATION: The Sign Owner shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sign Owner's removal of the Sign pursuant to this Agreement.

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

Executed by the Sign Owner this 2<sup>nd</sup> day of May, 2017.

Executed by the City this 16<sup>th</sup> day of May, 2017.

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

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

Sign Owner: Eugene Keeven

By E. Keeven

\_\_\_\_\_  
Title State Design Engineer

Attest: (SEAL)

City of Warrenton:

By: C. Schleuter

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

Title Mayor

Approved as to Form:

Approved by Ordinance/Resolution:

2335

\_\_\_\_\_  
Jason Saey, Commission Counsel

**ACKNOWLEDGMENT BY INDIVIDUAL**

STATE OF MISSOURI            )  
  )  
COUNTY OF Warren        )        ss

On this 2<sup>nd</sup> day of May, 2017, before me appeared Eugene Keevan, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

B. Walters  
Notary Public

My Commission Expires: 12-27-18

B. WALTERS  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Lincoln County  
My Commission Expires: December 27, 2018  
Commission Number: 14128170

**ACKNOWLEDGMENT BY CITY**

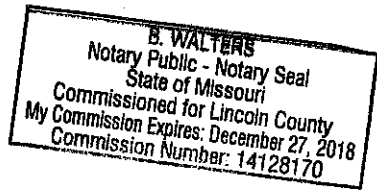
STATE OF MISSOURI            )  
  )  
COUNTY OF WARREN         )        ss

On this 16<sup>th</sup> day of May, 2017, before me appeared Eric Schleuter personally known to me, who being by me duly sworn, did say that he/she is the Mayor of the City of Warrenton and that the foregoing instrument was signed and sealed on behalf of the City of Warrenton and that he/she acknowledged said instrument to be the free act and deed of the City of Warrenton and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

B. Walters  
Notary Public

My Commission Expires: 12-27-18





**ACKNOWLEDGMENT BY COMMISSION**

STATE OF MISSOURI            )  
  )  
COUNTY OF COLE            )        ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared Eric Schroeter personally known to me, who being by me duly sworn, did say that he/she is the State Design Engineer of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said Eric Schroeter acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

