

MISSOURI DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY DIVISION

**CONDEMNATION AGREEMENT RESIDENTIAL PROPERTY**

JOB NUMBER
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COUNTY	ROUTE	PARCEL	FEDERAL NUMBER
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This agreement made and entered into by and between the Missouri Highway and Transportation Commission, herein called "Commission," and \_\_\_\_\_, herein called "Owners".

It having been determined by Commission that Owners are entitled to certain payments under existing laws, policies, and regulations relating to the relocation of persons displaced by a highway project, and Commission and Owners having failed to agree upon the compensation to be paid to Owners for taking their property as described in Exhibit No. 1 attached hereto, but Owners desiring to receive payment in advance of final settlement of a pending condemnation suit for the determination of damages due said Owners.

It is agreed by the parties hereto as follows:

**Owners agree:**

1. The court appointed condemnation commissioners made an award to owners in the amount of \$ \_\_\_\_\_ as full and complete compensation and damages for the taking of the real property described in Exhibit No. 1 attached hereto.
2. Commission has determined that Owners are entitled to a replacement housing payment under existing laws, policies, and regulations relating to the relocation of persons displaced by a highway project in the amount of \$ \_\_\_\_\_.
3. If Commission shall pay to Owners the benefit described in the preceding paragraph prior to final determination of the subject condemnation case involving Owners and the property described in Exhibit No. 1, then Owners jointly and severally agree that if the amount finally determined to be due Owners under existing eminent domain laws of the State of Missouri shall exceed the condemnation award as described in subparagraph 1 above, Owners will credit and acknowledge satisfaction of said judgment to the extent of the excess of said judgment over the condemnation award described in subparagraph 1 above but in no case to exceed the benefit paid as described in subparagraph 2 above.

**Commission agrees:**

In return for the above commitments on the part of Owners, it will pay to Owners jointly the amount described in subparagraph 2 above as a replacement housing payment under its policies relating to relocation of displaced persons by a highway project in advance of final determination of condemnation, said amount being \$ \_\_\_\_\_ and being in full payment of any replacement housing payment due such owners under its Relocation Assistance Program.

Each of the parties agrees this document shall not be admissible in evidence upon the trial before a court or jury of the condemnation cause involving the property described in the attached exhibit and the laws of Missouri relating to eminent domain insofar as applicable to the condemnation case between the parties hereto are not supplemented or expanded by this agreement, being a commitment by Commission and a benefit in addition to said laws.

Owners agree to execute any documents necessary to carry out the purpose of this agreement and further agree upon final determination of the compensation due Owners under existing condemnation laws, this document may be used to obtain credit on any judgment in favor of Owners and against Commission to which it is applicable in the event Owners shall fail or refuse to give appropriate credits as provided herein by means of other documents submitted or requested by Commission.

Owners warrant they are the owners in fee simple of the property herein involved described in Exhibit No. 1 and there are no other owners or claimants having any outstanding interest in the real property described in Exhibit No. 1.

The undersigned owners certify to being U.S. citizens or aliens that are lawfully present in the U.S.

<b>MISSOURI HIGHWAY &amp; TRANSPORTATION COMMISSION</b>		BY COUNSEL	DATE
OWNER	DATE	OWNER	DATE
OWNER	DATE	OWNER	DATE