

MISSOURI DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY DIVISION
**CONDEMNATION AGREEMENT
 OTHER THAN RESIDENTIAL PROPERTY**

JOB NUMBER

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. Commission has made, through its authorized representative, an offer of payment to Owners in the total amount of \$ _____ as full compensation and damages for the taking of the real property described in Exhibit No. 1 attached hereto.
2. The court appointed Condemnation Commissioners made an award to Owners in the total amount of \$ _____ as full compensation and damages for the taking of such real property.
3. The real property described in said exhibit includes both (a) residential improvements including a house, associated buildings and an adequate lot or residential area to support such improvements, and (b) other real property having a value independent of said residential improvements.
4. The offer of the Commission as full compensation for the taking of 3(a) above (the residential area) was \$ _____, which amount is _____ percent of the total offer described in paragraph 1.
5. Commission has determined that Owners are entitled to a replacement housing payment of \$ _____, based on a value of \$ _____ for the subject residential area. (_____ % of \$ _____ = \$ _____).
6. If Commission shall pay to Owners the replacement housing payment described in the preceding paragraph, if due under current regulations, prior to final determination of the subject condemnation case involving owners described in paragraph 1, then Owners jointly and severally agree(s) that if the final judgment in condemnation proceedings shall exceed the total condemnation award described in paragraph 2 above, then said replacement housing payment shall be recomputed as follows: the percentage set forth in paragraph 4 representing the portion of the total offer chargeable to the residential improvements and supporting land area shall be applied to the total amount of final judgment and if resulting figure shall exceed \$ _____, such excess (not to exceed the replacement housing payment amount in paragraph 5) shall be repaid to the Commission immediately after final judgment or appropriate credit therefore be made in court records as required by counsel for the Commission.
 If the resulting figure, using such percentage, is less than the amount set forth in paragraph 6, then the Owners shall retain the full replacement housing payment made hereunder as fixed in paragraph 5.

Commission agrees:

In return for the above commitments, Commission agrees to pay to Owners jointly, the replacement housing payment amount described above in paragraph 5 as a replacement housing payment, provided said owners have complied with the necessary requirements to be eligible for same.

It is understood and agreed by each of the parties hereto that this document and the contents thereto shall not be admissible in evidence before a court or jury during any phase of the condemnation proceedings involving said Owners, or either of them, and the land described in the attached exhibit and the laws of Missouri relating to eminent domain are not supplemented or extended by this agreement, housing relocation payments being made independently of any such eminent domain proceedings.

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, if necessary, 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 credit 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 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 to being aliens that are lawfully present in the U.S.

MISSOURI HIGHWAY & TRANSPORTATION COMMISSION		BY COUNSEL	DATE
OWNER	DATE	OWNER	DATE
OWNER	DATE	OWNER	DATE