

**A RESOLUTION APPROVING A PURCHASE AGREEMENT FOR
CERTAIN PROPERTY INTERESTS NECESSARY FOR THE
CRESCENT AVENUE PROJECT**

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, AS FOLLOWS:

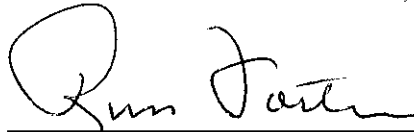
Section 1. The Board of Aldermen hereby approves the Purchase Agreement (attached as Exhibit A hereto and incorporated herein by reference) for certain real property interests at 2 Golden Oak Court that are necessary for the Crescent Avenue Project.

Section 2. The Board of Aldermen further authorizes the Mayor to execute the Purchase Agreement on behalf of the City.

Section 3. The Board of Aldermen further accepts the General Warranty Deed executed by the Sellers and attached as Exhibit 1 to the Purchase Agreement and the Mayor is authorized to execute the Deed on behalf of the City showing acceptance thereof.

Section 4. This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

THIS RESOLUTION WAS PASSED AND APPROVED THE 18th DAY OF OCTOBER 2023,
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.



Russ Fortune, Mayor

Attest:



Frank Johnson, City Clerk

Exhibit A

Purchase Agreement for Property Interests at 2 Golden Oak Court

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made and entered into effective as of the 5th day of October, 2023, by and between Denise E. Deckert, Trustee of the **Denise E. Deckert Revocable Trust dated 12/02/2020**, whose address is 2 Golden Oak Court, Twin Oaks, Missouri 63021 ("Seller") and the **City of Twin Oaks, Missouri**, a city of the fourth class and a Missouri municipal corporation, with an address at 1381 Big Bend Road, Twin Oaks, MO 63021 ("City").

WITNESSETH:

WHEREAS, Seller is the owner of certain real property known and numbered as 2 Golden Oak Court (Parcel ID # 25Q520451) (the "Deckert Property"); and

WHEREAS, City is undertaking a public works project to add a sidewalk, stormwater enhancements, and other improvements to and along Crescent Avenue from Golden Oak Court to the Twin Oaks city limit (the "Project") and is in need of additional right-of-way for stormwater improvements, future sidewalk maintenance, construction space, and other associated improvements and related temporary easements; and

WHEREAS, because the Project necessitates the removal of one (1) existing mature tree (the "Tree") from the Seller's property, and because the Seller and the City recognize the beauty and environmental benefit that the Tree and its canopy provides, as part of this Agreement, the City has agreed to pay for the loss of the trees which would allow Seller to plant replacement trees in the future if desired; and

WHEREAS, the City, as a fourth class city organized and operated pursuant to Chapter 79 of the Revised Statutes of Missouri (RSMo.), has authority under Sections 88.667 and 88.844 RSMo., as amended, inter alia, to condemn land and interests in land for public use and to provide for the public safety and welfare; and

WHEREAS, Seller desires to sell to City and City desires to purchase from Sellers certain portions of and property interests in the Deckert Property, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Property.** Subject to the terms and conditions of this Agreement, Seller hereby agree to sell to City, and City hereby agrees to purchase from Sellers, the right-of-way legally described in Exhibit A (the "Right-of-Way") to the form of Warranty Deed attached hereto as Exhibit 1 (the "Warranty Deed"), together with a temporary construction easement legally described in Exhibit B (the "Temporary Easement") to the Warranty Deed, both of which are located in the City of Twin Oaks, St. Louis County, State of Missouri and are part of the Deckert Property (final legal descriptions and plats of the Right-of-Way and Temporary Construction Easement to be prepared at City's cost by a registered land surveyor). The Right-of-Way and Temporary Easement are collectively referred to herein as the "Property Interests."

2. **Purchase Price.** The Purchase Price to be paid to Sellers for the Right-of-Way and Temporary Easement shall be **Five Thousand Eight Hundred Seventy-Two and 00/100 Dollars (\$5,872.00)** (the "Purchase Price"). Seller acknowledges and agrees that in addition to compensation for the Property Interests, the Purchase Price includes (a) compensation for the removal of a tree from the proposed Right-of-Way, and (b) any and all compensation to which

Seller would be entitled in a condemnation action for the Property Interests including, but not limited to, any claims for moving expenses, loss of rent, loss of use, inconvenience, or other compensation related to the sale of the Property Interests or damages to the unburdened portion of the Deckert Property. The Purchase Price, subject to any adjustments as hereinafter provided, shall be payable by City to Seller on the Closing Date (as defined below).

3. **Contract Date; Closing Date; Place of Closing.** The "Contract Date" shall be the date on which the last party executes this Agreement. This transaction shall be closed (the "Closing") on a date that shall be no later than October 18, 2023 (the "Closing Date"). The Closing Date may be extended by the parties. The Closing shall be held at Twin Oaks City Hall, Seller's residence, or such other place as the parties may mutually agree in writing.

4. **Taxes.** Any unpaid real property taxes and assessments for 2023 for the Property Interests shall not be prorated at Closing because City asserts that, as a political subdivision, it is exempt from real property taxation.

5. **Events of Closing.** At Closing and on the Closing Date, Seller will transfer and convey (or cause to be transferred and conveyed) to the City the Property Interests. The warranty deed shall be in substantially the form attached hereto as Exhibit 1.

6. **Real Estate Brokers and Commission.** Seller and City hereby state and warrant to each other that neither has dealt with any real estate broker, agent, or salespersons in connection with this transaction.

7. **Conditions Precedent to City's Obligations.** Seller acknowledges that this Agreement is expressly contingent upon: (i) Seller's compliance with the terms of this Agreement; (ii) Seller's representations and warranties being true on the Contract Date and remaining true through the Closing of this transaction; (iii) City's due diligence investigation, pursuant to Section 4 above, shall have revealed (a) no additional environmental problems or concerns, (b) no additional liens, encumbrances or other matters affecting title to the Property Interest or City's intended use of those Property Interests that Seller is unable or unwilling to cause to be removed or resolved prior to Closing, and/or (c) no violation of the terms and conditions of this Agreement by Seller. The foregoing conditions are (x) necessary prerequisites for City's purchase of the Property Interests, (y) included in this Agreement solely for City's benefit, and (z) may be waived solely by City, in City's sole discretion. Seller further acknowledges that this Agreement may be terminated at City's sole election upon written notice to Seller if any of the foregoing conditions are not satisfied. All of City's obligations under this Agreement shall be immediately discharged upon any such termination.

8. **Seller's Covenants, Representations and Warranties.** Seller covenants, represents, and warrants that, as of the Contract Date and the Closing Date:

- a. Seller has full and lawful right and authority to execute and deliver this Contract and to consummate the transactions contemplated hereunder;
- b. Seller owns good fee simple marketable title to the Property Interests;
- c. To the best of Seller's knowledge there is currently no litigation, bankruptcy or other proceeding pending in any manner affecting the Property Interests;
- d. To the best of Seller's knowledge, no unrecorded liens, encumbrances, or adverse claims exist with respect to the Property Interests or any portion thereof;
- e. There are no management contracts, repair contracts, service contracts, options or any other material agreements relating to the Property Interests or the conduct of business thereon;

- f. To the best of Seller's knowledge, there are no unrecorded restrictions, contracts or other documents which could, in any manner or at any time whatsoever, affect or prohibit the development of the Property Interests for any commercial use or which could affect the manner or type of goods or services to be provided or sold from or at the Property Interests;
- g. There are no leases or occupancy agreements affecting all or any portion of the Property Interests.

As provided in Section 7 above, City's obligations under this Agreement are expressly conditioned on the foregoing covenants, representations and warranties of Seller being true on the Contract Date and remaining true through Closing. The foregoing covenants, representations and warranties shall survive Closing.

9. Default. In the event of any default hereunder by City, Seller may either cancel this Agreement or enforce the specific performance of this Agreement. In the event of any default hereunder by Seller that is not cured within the time periods set forth herein, City may cancel this Agreement and thereupon Seller and City shall have no further liability to the other under this Agreement or otherwise, or City may enforce the specific performance of this Agreement. Seller and City hereby specifically waive any and all rights that each may have to damages as result of the other's default under this Agreement.

10. Notices. All notices and other communication between the parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, or by personal delivery against receipt, or by overnight courier, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt or one business day after deposit in the mail, postage prepaid, or with an overnight courier, and shall be addressed as follows:

If to Seller:	Denise Deckert 2 Golden Oak Ct Twin Oaks, MO 63021
If to City:	City Clerk/Administrator City of Twin Oaks 1381 Big Bend Twin Oaks, MO 63021

or to such other address (including email address) as each party may designate for itself by notice given in accordance with this Paragraph.

11. Miscellaneous.

(a) **Release and Indemnification.** Seller shall indemnify, defend, and hold City harmless against and with respect to any and all loss, claims, injury, deficiency or any other damage resulting from any misrepresentation, breach of warranty or non-fulfillment of any covenant, representation, warranty or agreement by Seller hereunder. Such indemnification shall include, without limitation, City's legal fees, expert fees and expenses. The indemnification obligations of Seller set forth in this Section shall survive Closing.

(b) **Interpretation.** The section and paragraph headings herein are solely for convenience and shall in no way be deemed to affect the meaning or construction of any part hereof. This Agreement, the legal relations between the parties, and the transaction contemplated hereby, shall be governed by, and construed and enforced in accordance with, the laws of the State of Missouri without regard to its conflicts of law rules. If any term or provision of this

Agreement shall be unlawful, then such term or provision of this Agreement shall be null and void, but the remainder of the Agreement shall remain in full force and effect and be binding on both Sellers and City.

(c) **Amendment.** This Agreement constitutes the entire understanding and agreement between the parties hereto and may not be amended, supplemented, or modified except by a writing executed by each of the parties hereto.

(d) **Assigns.** This Agreement shall be binding upon the parties hereto and their permitted successors and assigns, provided that this Agreement is not assignable by City without the written consent of Seller.

(e) **Time of Essence.** Time is of the essence of this Agreement.


(f) **Execution in Counterparts.** This Agreement may be executed in two or more identical counterparts, which taken together shall constitute one and the same instrument.

(g) **Entire Agreement.** This Agreement contains and constitutes the entire agreement of the parties regarding the subject matter hereof. There are no other agreements, written or oral, between the parties affecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands this day and year first above written.

SELLER:

**Denise E. Deckert Revocable Trust dated
12/02/2020**


Denise Deckert, Trustee

Date: 10/5/23

CITY:
City of Twin Oaks, Missouri

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

< SEAL >

_____ [Space Above this Line for Recording Data] _____

Title of Document: **GENERAL WARRANTY DEED**

Date of Document: October 5, 2023

Grantor: Denise Deckert, Trustee of the Denise E. Deckert Revocable Trust
dated 12/02/2020

Grantor's Address: 2 Golden Oak Court
Twin Oaks, MO 63021

Grantee: **CITY OF TWIN OAKS, MISSOURI**

Grantee's Address: 1381 Big Bend Road
Twin Oaks, MO 63021

Full Legal Description:

Legal Descriptions are contained on pages ___ & ___ hereof.

Reference Book(s) and Page(s), if required:

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, made and entered into as of the 5th day of October, 2023, by and between Denise E. Deckert, Trustee of the Denise E. Deckert Revocable Trust dated 12/02/2020, whose address is 2 Golden Oak Court, Twin Oaks MO 63021 ("Grantor") and the CITY OF TWIN OAKS, MISSOURI, a city of the fourth class and a Missouri municipal corporation, whose address is 1381 Big Bend Road, Twin Oaks, MO 63021 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee, the following described real property situated in the County of St. Louis, State of Missouri:

The real property legally described in Exhibit A and depicted on the Plat contained in Exhibit A-1 both attached hereto and incorporated herein for all purposes (the "Right-of-Way").

TO HAVE AND TO HOLD the Right-of-Way, together with all rights and appurtenances to the same belonging, unto Grantee and to the successors and assigns of Grantee forever. Grantor hereby covenant that they and their heirs, successors and assigns shall and will WARRANT AND DEFEND the title to the Right-of-Way unto Grantee and Grantee's successors and assigns forever, against the lawful claims of all persons whomsoever, excepting however taxes for the calendar year 2023 and thereafter, any special taxes becoming a lien after the date of this Deed, and all liens and encumbrances of record.

Together with the following grant by Grantor to Grantee:

A Temporary Construction Easement for the purpose of making cuts, fills and sloping embankment, constructing drives, sidewalks, temporary roadways, and overhead utilities, etc., if any, providing working room and implementing any and all other related construction items over the real property legally described in Exhibit B, and depicted on the Plat contained in Exhibit B-1, both attached hereto and incorporated herein for all purposes (the "Temporary Easement"), until such time as the Crescent Avenue Project may be completed and accepted by the City of Twin Oaks, Missouri. Upon the granting or denial of acceptance by the City of Twin Oaks or its assigns, the Temporary Easement shall terminate. Grantor covenants that no installation or obstructions will be placed on the Temporary Easement as will interfere with the proper construction of the aforementioned Project until this easement is terminated.

IN WITNESS WHEREOF, Grantor and Grantee have executed this General Warranty Deed as of the date first above written.

GRANTOR:

The Denise E. Deckert Revocable Trust dated 12/02/2020

Denise E. Deckert Trustee

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 5th day of October, 2023, before me personally appeared Denise E. Deckert to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

(SEAL)



[Handwritten Signature]

Notary Public

My commission expires: May 4, 2024

Agreed and Accepted
by Grantee this _____ day of
_____, 2023:

GRANTEE:

City of Twin Oaks, Missouri

By: *[Handwritten Signature]*

Mayor

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this ____ day of _____, 2023, before me, a notary public in and for said state, personally appeared Russ Fortune, who being by me duly sworn, did say that he is the Mayor of the City of Twin Oaks, Missouri, a Missouri municipal corporation, and that said instrument was signed on behalf of the City by authority of its Board of Aldermen, and said Mayor acknowledged said instrument to be the free act and deed of the City.

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

(SEAL)

Notary Public

My commission expires: _____

Exhibit A

Legal Description of Right-of-Way

A tract of land being part of Lot 15 of "Twin Oaks Park" in the Southwest Quarter of Section 7, Township 44 North, Range 5 East of the 5th P.M., City of Twin Oaks, St. Louis County, Missouri, to wit:

Beginning at the Northeast Corner of Lot 15 of "Twin Oaks Park" recorded on August 29, 197 in Book 158, Page 9 of the St. Louis County Recorder of Deeds Office, also being the south right-of-way line of Golden Oak Court and the west right-of-way line of Crescent Avenue, thence along said west right-of-way line along a curve deflecting to the right having a radius of 20.00 ft., an arc length of 25.28 ft., a chord bearing of S16°-57'-58"E, a chord distance of 23.6 ft. to a point, thence S19°-14'-49"W 36.16 ft. to a point, thence S15°-00'-45"W 12.17 ft. to a point; thence leaving said west right-of-way line N12°-53'-41"W 19.61 ft. to a point; thence N10°-07'-17"E 35.83 ft. to a point; thence N23°-54'-51"E 15.43 ft. to the point of beginning, containing 668 square feet.

**Exhibit A-1
Right-of-Way Plat**

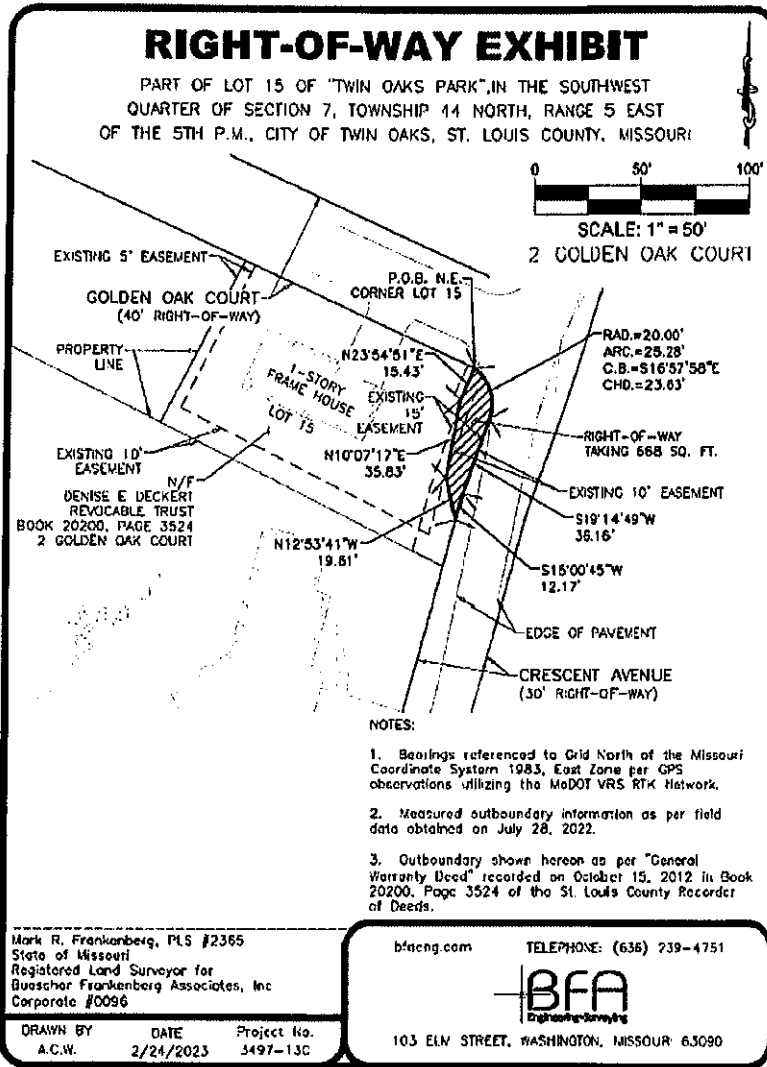


Exhibit B-1

Temporary Construction Easement Plat

