

RESOLUTION NO. 24-02

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

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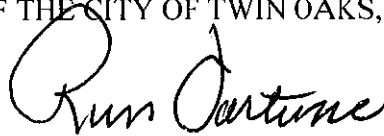
**BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN  
OAKS, MISSOURI, AS FOLLOWS:**

**Section 1.** The Board of Aldermen hereby approves the Purchase Agreement attached as Exhibit A hereto and incorporated herein by reference and authorizes the Mayor to execute the Purchase Agreement on behalf of the City.

**Section 2.** The Board of Aldermen 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 3.** This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

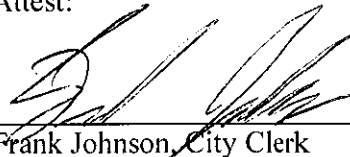
THIS RESOLUTION WAS PASSED AND APPROVED THE 17<sup>th</sup> DAY OF JANUARY 2024,  
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.



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Russ Fortune, Mayor

Attest:



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Frank Johnson, City Clerk

**Exhibit A**

Purchase Agreement for Property Interests at 98 Crescent Avenue

## PURCHASE AGREEMENT

**THIS PURCHASE AGREEMENT** (this "Agreement") is made and entered into effective as of the 29<sup>th</sup> day of December 2023, by and between **Matthew Colvin and Amanda Colvin**, husband and wife, whose address is 98 Crescent Avenue, Twin Oaks, Missouri 63088 ("Sellers") 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, Missouri 63021 ("City").

### **WITNESSETH:**

**WHEREAS**, Sellers are the owners of certain real property known and numbered as 98 Crescent Avenue (Parcel ID # 25Q520086) (the "Colvin 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 and certain permanent and temporary easements for stormwater improvements, future sidewalk maintenance, construction space, and other associated improvements; and

**WHEREAS**, because the Project necessitates the removal of seven (7) existing trees and one (1) shrub (the "Trees") from the Sellers' property as shown on the "Tree Exhibit" attached as Exhibit C (hereinafter referred to collectively as the "Crescent Avenue Trees"), and because the Sellers and the City recognize the beauty and environmental benefit that the Trees and its canopy provides, as part of this Agreement, the City has agreed to pay for the loss of the trees which would allow Sellers to plant replacement trees in the future if desired; and

**WHEREAS**, there is also a 26-inch caliper tree on the Colvin Property located in the temporary construction easement for the Project where it borders Crescent Road (as shown as TR on the Tree Exhibit) which may be impacted by the Project for which Seller desires to be compensated and for which the City is willing to compensate Seller even though the tree will not be removed as part of the Project to avoid future disputes (hereinafter referred to as the "Crescent Road Tree"); 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**, Sellers desire to sell to City and City desires to purchase from Sellers certain portions of and property interests in the Colvin 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, Sellers hereby agrees to sell to City, and City hereby agrees to purchase from Sellers, the permanent easement legally described in Exhibit A (the "Permanent Easement") 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, all of which property interests are located in the City of Twin Oaks, St. Louis County, State of Missouri and are part of the Colvin Property. The Permanent and Temporary Easements are collectively referred to herein as the "Property Interests."

2. **Purchase Price.** The Purchase Price to be paid to Sellers for the Permanent and Temporary Easement shall be **Fifteen Thousand Two Hundred Fifty-Seven and 00/100 Dollars (\$15,257.00)** (the "Purchase Price"). Sellers acknowledge and agree that in addition to compensation for the Property Interests, the Purchase Price includes compensation for the removal of the Crescent Avenue Trees and compensation for the Crescent Road Tree which the Sellers believe will be harmed by the Project and for which the City agrees to compensate Sellers to avoid future dispute, as set forth below:

Size / Type	Location	#	\$ Each	\$ Total
10" Tree	Front	1	\$ 1,000	\$ 1,000
12" Tree	Front	3	\$ 1,200	\$ 3,600
15" Tree	Front	1	\$ 1,500	\$ 1,500
18" Tree	Front	1	\$ 1,800	\$ 1,800
24" Tree	Front	1	\$ 2,400	\$ 2,400
26" Tree	Side	1	\$ 2,600	\$ 2,600
Shrub	Front	1	\$ 250	\$ 250
<b>Total</b>		<b>9</b>		<b>\$ 13,150</b>

Sellers further acknowledge and agree that in addition to compensation for the Property Interests, the Purchase Price includes the in-kind compensation contained in Section 9 below, and comprises all compensation to which Sellers 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 Colvin Property. The Purchase Price, subject to any adjustments as hereinafter provided, shall be payable by City to Sellers 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 \_\_\_\_\_ 20\_\_ (the "Closing Date"). The Closing Date may be extended by the parties. The Closing shall be held at Twin Oaks City Hall, the Sellers' residence, or such other place as the parties may mutually agree in writing.

4. **Taxes.** Any unpaid real property taxes and assessments for 2023 (or 2024 if closing is after December 31, 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, Sellers 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.** Sellers 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. Sellers and City each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys' fees relating to litigation and other proceedings.

7. **Conditions Precedent to City's Obligations.** Sellers acknowledges that this Agreement is expressly contingent upon: (i) Sellers' compliance with the terms of this Agreement; (ii) Sellers' representations and warranties being true on the Contract Date and remaining true through the Closing of this transaction; (iii) City's due diligence investigation shall have revealed

(a) no 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 Sellers 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 Sellers. 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. Sellers further acknowledge that this Agreement may be terminated at City's sole election upon written notice to Sellers 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. Sellers' Covenants, Representations and Warranties.** Sellers covenant, represent and warrant that, as of the Contract Date and the Closing Date:

- a. Sellers have full and lawful right and authority to execute and deliver this Contract and to consummate the transactions contemplated hereunder;
- b. Sellers own good fee simple marketable title to the Property Interests;
- c. To the best of Sellers' knowledge there is currently no litigation, bankruptcy or other proceeding pending in any manner affecting the Property Interests;
- d. To the best of Sellers' 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 Sellers' 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;
- h. Sellers understand that by accepting compensation for the Crescent Road Tree Sellers release the City from any and all responsibility for the Crescent Road Tree and all future maintenance responsibilities for the Crescent Road Tree is that of Sellers.

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

**9. City's Obligations.** City agrees to:

- a. Add a note to the construction plans that reads substantially as follows: "Contractor to work with the residents of 98 Crescent Ave on the final grading of the slope." The resident shall pay for any additional cost that deviates from the construction plans.

- b. Remove or cause to be removed and compensate Sellers for as part of the Purchase Price as set forth in paragraph 2 above, the 15" tree located at the edge of the temporary construction easement in the front yard of the Colvin Property and directly southwest of the home's front door as part of the relocation of the Ameren utility pole as part of the Project.
- c. Not remove Crescent Road Tree but compensate Sellers for possible damage to the tree caused by the Project as part of the Purchase Price as set forth in paragraph 2 above.
- d. Reimburse Sellers for reasonable administrative fees associated with their request to their mortgage company to approve the sale of the Property Interests to City, including recording fees, application fee, and appraisal fee, after Sellers' submittal to City of documentation of fees actually incurred by them. Such documentation must be received by the City within six (6) months of the Closing Date or the City's obligation to reimburse shall expire.

10. **Default.** In the event of any default hereunder by City, Sellers may either cancel this Agreement or enforce the specific performance of this Agreement. In the event of any default hereunder by Sellers that is not cured within the time periods set forth herein, City may cancel this Agreement and thereupon Sellers 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. Sellers 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.

11. **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 Sellers:	Matthew Colvin and Amanda Colvin 98 Crescent Avenue Twin Oaks, MO 63088
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.

12. **Miscellaneous.**

(a) **Release and Indemnification.** Sellers 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 Sellers hereunder. Such indemnification shall include, without limitation, City's legal fees, expert fees and expenses. The indemnification obligations of Sellers 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 Sellers.

(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.

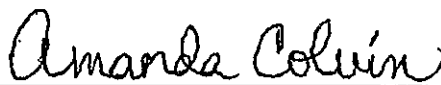
(g) **Entire Agreement.** This Agreement contains and constitutes the entire agreement of the parties regarding the subject matter hereof. There are no other agreements, written or oral, between the parties affecting the subject matter hereof.

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

**SELLERS:**

  
\_\_\_\_\_  
Matthew Colvin

Date: 12/29/2023

  
\_\_\_\_\_  
Amanda Colvin

Date: 12/29/2023

**CITY:**  
City of Twin Oaks, Missouri

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**ATTEST:**

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

< SEAL >



**Exhibit 1**

**Form of General Warranty Deed  
(next page)**

\_\_\_\_\_ [Space Above this Line for Recording Data] \_\_\_\_\_

Title of Document:           **GENERAL WARRANTY DEED**

Date of Document:           December 9, 2023

Grantor:                       **Matthew Colvin and Amanda Colvin**  
                                      Husband & Wife

Grantor's Address:           98 Crescent Avenue  
                                      Twin Oaks, MO 63088

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 29<sup>th</sup> day of December 2023, by and between **Matthew Colvin and Amanda Colvin**, Husband and Wife, whose address is 98 Crescent Avenue, Twin Oaks MO 63088 ("Grantors") 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:** Grantors, 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, do 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:

A Permanent Easement to improve, construct, repair, inspect, access, maintain and to use as a public sidewalk in, over, and upon 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.


Together with the following grant by Grantors 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, 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. Grantors covenant that no installation or obstructions will be placed on the Temporary Easements as will interfere with the proper construction of the Crescent Avenue Project until the easements are terminated.

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

**GRANTORS:**

  
\_\_\_\_\_  
Matthew Colvin

  
\_\_\_\_\_  
Amanda Colvin

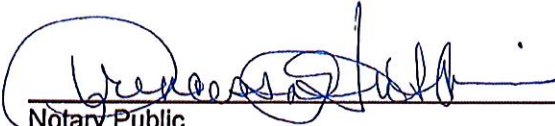
STATE OF MISSOURI )  
 ) SS  
COUNTY OF ST. LOUIS )

On this 24<sup>th</sup> day of December, 2023, before me personally appeared Amanda Colvin 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)



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

My commission expires: May 4, 2024

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

On this 24<sup>th</sup> day of December, 2023, before me personally appeared: Matthew Colvin 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)



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

My commission expires: May 4, 2024

Agreed and Accepted  
by Grantee this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023:

**GRANTEE:**  
**City of Twin Oaks, Missouri**

By: \_\_\_\_\_  
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 Permanent Easement

A tract of land being part of Lot 17 of "Amended Plat of Quinette's Subdivision" 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:

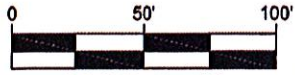
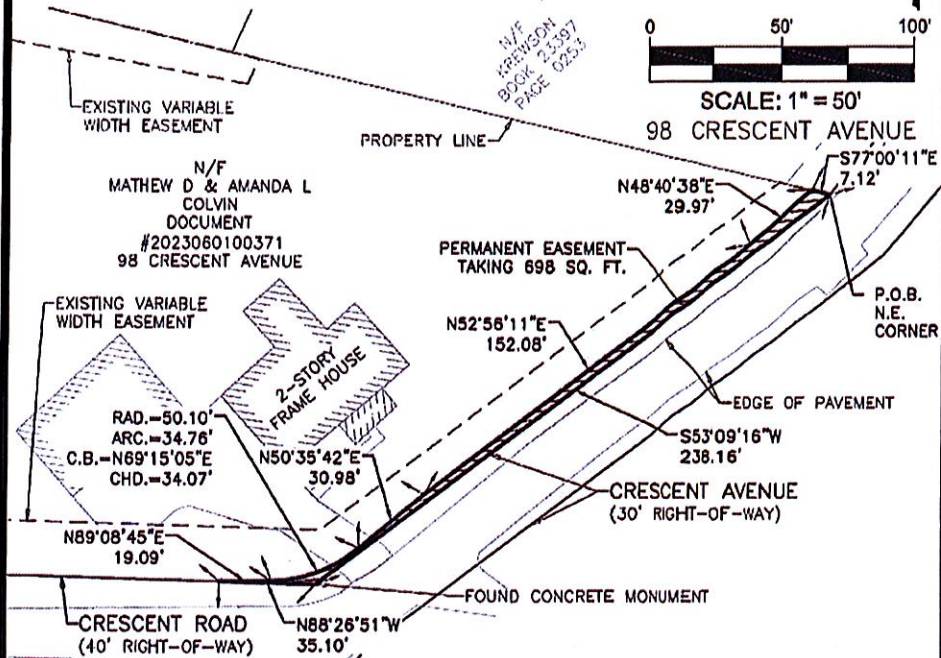
#### Legal Description: Permanent Easement

Beginning at the Northeast Corner of Lot 17 of "Amended Plat of Quinette's Subdivision" recorded on January 9, 1980 in Book 8, Page 132 of the St. Louis County Recorder of Deeds Office, also being the west right-of-way line of Crescent Avenue, thence along said west right-of-way line  $S53^{\circ}-09'-16''W$  238.16 ft. to a found concrete monument at the southeast corner of said lot, also being the north right-of-way line of Crescent Road; thence along said north right-of-way line  $N88^{\circ}-26'-51''W$  35.10 ft. to a point; thence leaving said north right-of-way line  $N89^{\circ}-08'-45''E$  19.09 ft. to a point; along a curve deflecting to the left having a radius of 50.10 ft., an arc length of 34.76 ft., a chord bearing of  $N69^{\circ}-15'-05''E$ , a chord distance of 34.07 ft. to a point; thence  $N50^{\circ}-35'-42''E$  30.98 ft. to a point; thence  $N52^{\circ}-56'-11''E$  152.08 ft. to a point; thence  $N48^{\circ}-40'-38''E$  29.97 ft. to a point on the north line of said lot; thence along said north line  $S77^{\circ}-00'-11''E$  7.12 ft. to the point of beginning, containing 698 square feet.

**Exhibit A-1**  
**Permanent Easement Plat**

**PERMANENT EASEMENT EXHIBIT**

PART OF LOT 17 OF "AMENDED PLAT OF QUINETTE SUBDIVISION", 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



SCALE: 1" = 50'

**NOTES:**

1. Bearings referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
2. Measured outboundary information as per field data obtained on July 28, 2022.
3. Outboundary shown hereon as per "Warranty Deed" recorded on June 1, 2023 in Document #2023060100371 of the St. Louis County Recorder of Deeds.

Mark R. Frankenberg, PLS #2365  
State of Missouri  
Registered Land Surveyor for  
Buescher Frankenberg Associates, Inc  
Corporate #0096

bfaeng.com TELEPHONE: (636) 239-4751



103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY	DATE	Project No.
A.C.W.	11/1/2023	3497-13C

**Exhibit B**

**Legal Description Temporary Construction Easement**

A tract of land being part of Lot 17 of "Amended Plat of Quinette's Subdivision" 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:

**Legal Description: Temporary Construction Easement**

Beginning at the Southwest Corner of Lot 17 of "Amended Plat of Quinette's Subdivision" recorded on January 9, 1980 in Book 8, Page 132 of the St. Louis County Recorder of Deeds Office, also being the north right-of-way line of Crescent Road, thence leaving said north right-of-way line N01°-33'-09"E 7.37 ft. to a point; thence S88°-26'-51"E 114.33 ft. to a point; thence N53°-09'-16"E 158.79 ft. to a point; thence N32°-25'03"E 58.10 ft. to a point on the north line of said lot; thence along said north line S77°-00'-11"E 32.88 ft. to a point; thence S48°-40'-38"W 29.97 ft. to a point; thence S52°-56'-11"W 152.08 ft. to a point; thence S50°-35'-42"W 30.98 ft. to a point; thence along a curve deflecting to the right having a radius of 50.10 ft., an arc length of 34.76 ft., a chord bearing of S69°-15'-05"W, a chord distance of 34.07 ft. to a point on the north right-of-way line of Crescent Road; thence along said north right-of-way line S89°-08'-45"W 19.09 ft. to a point; thence N88°-26'-51"W 86.03 ft. to the point of beginning, containing 724 square feet.

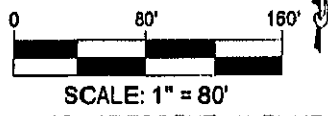
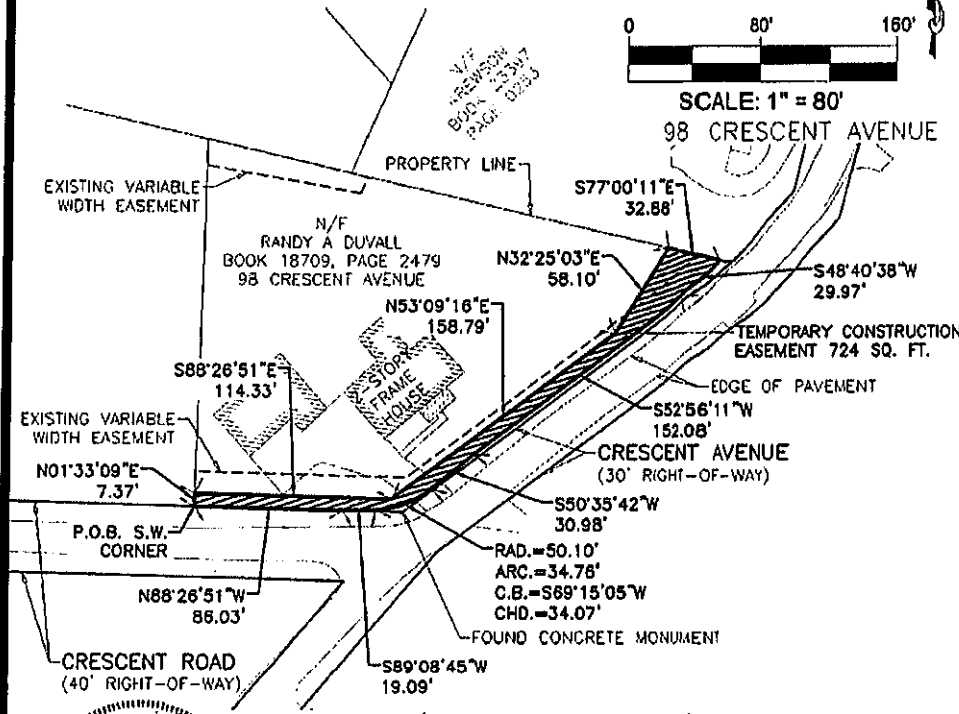


**Exhibit B-1**

**Temporary Construction Easement Plat**

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**

PART OF LOT 17 OF "AMENDED PLAT OF QUINETTE SUBDIVISION", 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



- NOTES:**
1. Bearings referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
  2. Measured outboundary information as per field data obtained on July 28, 2022.
  3. Outboundary shown hereon as per "General Warranty Deed" recorded on December 16, 2009 in Book 18709, Page 2479 of the St. Louis County Recorder of Deeds.

*Mark R. Frankenberg 2/24/23*  
 Mark R. Frankenberg, PLS #2365  
 State of Missouri  
 Registered Land Surveyor for  
 Buescher Frankenberg Associates, Inc  
 Corporate #0096

bfaeng.com      TELEPHONE: (636) 239-4751

**BFA**  
 Engineering-Surveying

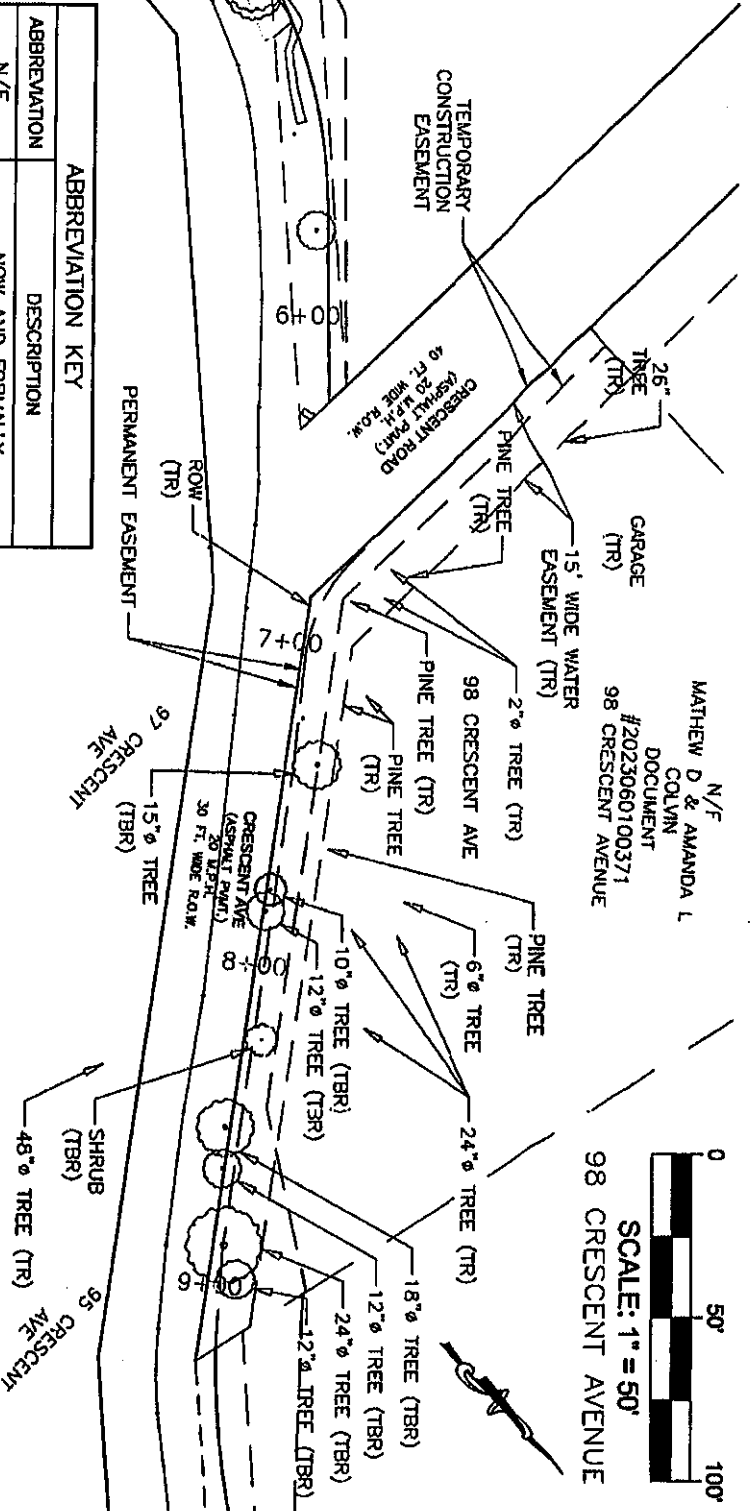
103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY      DATE      Project No.  
 A.C.W.      2/24/2023      3497-13C

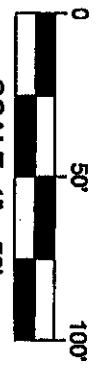
Exhibit C  
Tree Exhibit

**TREE EXHIBIT**

ABBREVIATION KEY	
ABBREVIATION	DESCRIPTION
N/F	NOW AND FORMALLY
ROW	RIGHT-OF-WAY
TBA	TO BE ADJUSTED
TBR	TO BE REMOVED
TBRE	TO BE REMOVED AND RELOCATED
TR	TO REMAIN



N/F  
MATHEW D & AMANDA L  
COLVIN  
DOCUMENT #2023060100371  
98 CREESENT AVENUE



blong.com  
Telephone: (636) 239-4751

**BFR**  
Engineering & Surveying

103 ELM STREET  
DWN. BY A.J.R.  
DATE 11/7/2023  
PROJ. NO. 3497-13C  
WASHINGTON, MISSOURI 63090  
SHEET 1 OF 1