

RESOLUTION NO. 2024-03

**A RESOLUTION APPROVING A DONATION AGREEMENT FOR, AND
ACCEPTING CERTAIN PROPERTY INTERESTS ASSOCIATED WITH, THE
CRESCENT AVENUE PROJECT**

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

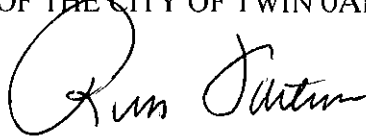
Section 1. The Board of Aldermen hereby approves the Donation Agreement for certain property interests at 90 Crescent Avenue which Donation Agreement is attached as Exhibit A hereto and incorporated herein by reference.

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

Section 3. The Board of Aldermen accepts the Special Warranty Deed executed by the Grantors and attached as Exhibit 1 to the Donation Agreement and the Mayor is authorized to acknowledge acceptance of the Deed on behalf of the City.

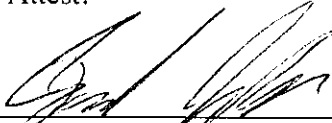
Section 4. This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

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



Russ Fortune, Mayor

Attest:



Frank Johnson, City Clerk

Exhibit A

Donation Agreement for Property Interests at 90 Crescent Avenue

Road Project: Crescent Avenue
Parcel ID # 25Q520112

DONATION AGREEMENT

THIS DONATION AGREEMENT, dated as of ____ day of September, 2023 (the "Agreement") is made and entered into, by and between Joseph Krewson and Rebecca Krewson, husband and wife, whose address is 90 Crescent Avenue, Twin Oaks, Missouri 63021, ("Donors"), 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 ("Donee");


WITNESSETH, for and in consideration of Donors' donative intent and other good and valuable consideration, receipt of which is hereby acknowledged;

Donors, having been fully informed of their right to receive compensation in the amount of \$4,695.00 for the subject land and/or property rights as determined by a waiver valuation of the property rights to be acquired, do hereby donate to Donee and Donee's successors and assigns, that certain real property and temporary construction easement located in St. Louis County, Missouri, legally described in the Special Warranty Deed attached hereto as Exhibit 1 (together, the "Property Interests"), on the following terms and conditions:

- Donors, at Donors' expense, shall have the option to engage a qualified appraiser as required by Internal Revenue Regulations for a deductible noncash donation;
- Donee shall, upon Donors' request, promptly cooperate with the Donors to sign a donee acknowledgement portion of IRS Form 8283 for deductible noncash charitable donation;
- Donors shall execute a Warranty Deed substantially in the form of Exhibit 1, attached hereto and incorporated herein; and
- Donee shall retain the right to hold the executed Warranty Deed in escrow and examine title to the Property Interests and may refuse to accept the donation if the results of such examination are unacceptable to Donee in its sole discretion. In the event Donee refuses to accept the donation, Donee shall return the original Warranty Deed to Donors.

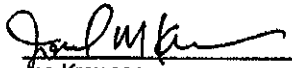
IN WITNESS WHEREOF, the parties hereto have signed this Donation Agreement as of the day and year first above written.

DONORS:



Rebecca Krewson

Date: 1-9-24



Joe Krewson

Date: 1-9-24

DONEE:

City of Twin Oaks, Missouri

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

< SEAL >

Exhibit 1
Form of Special Warranty Deed
(next page)

_____ [Space Above this Line for Recording Data] _____

Title of Document: **SPECIAL WARRANTY DEED**

Date of Document: **December ____, 2023**

Grantor: **Joseph Krewson and Rebecca Krewson, Husband & Wife**

Grantor's Address: **90 Crescent Avenue
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:

MERS/MIN # 1009331-000076155-9

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Delmar Financial Company, its successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

SPECIAL WARRANTY DEED

THIS DEED, made and entered into as of the 9 day of Jan, 202²⁴, by and between **Joseph Krewson and Rebecca Krewson**, Husband and Wife, whose address is 90 Crescent Avenue, Twin Oaks MO 63021 ("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 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. Grantors 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 claiming by, though or under Grantors but none other, 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 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, 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. Grantors covenant 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, Grantors and Grantee have executed this Special Warranty Deed as of the date first above written.

Grantors understand and agrees that MERS holds only legal title to the interests granted by Grantors in its Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee Delmar Financial Company, its successors and assigns) has the right: to exercise any or all of those interests, including but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling its Security Instrument.

GRANTORS:

Rebecca Krewson
Rebecca Krewson

Joe Krewson
Joe Krewson

Mortgage Electronic Registration Systems, Inc.
as Nominee for Delmar Financial Company,
its Successors and Assigns

By: Priscilla Woods
Its: Assistant Secretary

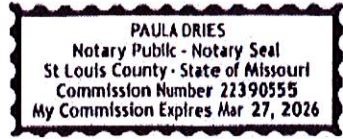
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 9 day of JANUARY, 2024, before me personally appeared Rebecca Krewson 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)

Paula Dries
Notary Public

My commission expires: 3-27-26



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

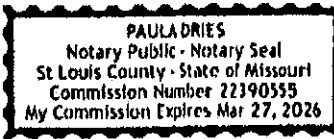
On this 9 day of January, 202⁴, before me personally appeared Joe Krewson to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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: 3-27-26



ACKNOWLEDGEMENT

MERS MIN # 100933100000761559

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Florida

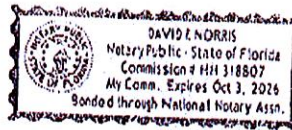
County of Duval

On December 20, 2023 before me, David E. Norris personally appeared Priscilla Woods, Assistant Secretary, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me the he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature David E. Norris (Seal)
David E. Norris
My Commission Expires: October 3, 2026



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 _____, 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

Beginning at the Southeast Corner of said lot 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 leaving said west right-of-way along said south line N77°-00'-11"W 7.12 ft. to a point; thence along a curve deflecting to the left having a radius of 275.00 ft., an arc length of 84.48 ft., a chord bearing of N36°-22'-12"E, a chord distance of 84.14 ft. to a point on the west right-of-way line of Crescent Avenue; thence along said west right-of-way line S15°-08'-21"W 29.43 ft. to a point; thence S40°-44'-47"W 54.04 ft. to the point of beginning, containing 437 square feet.

Exhibit A-1
Right-of-Way Plat

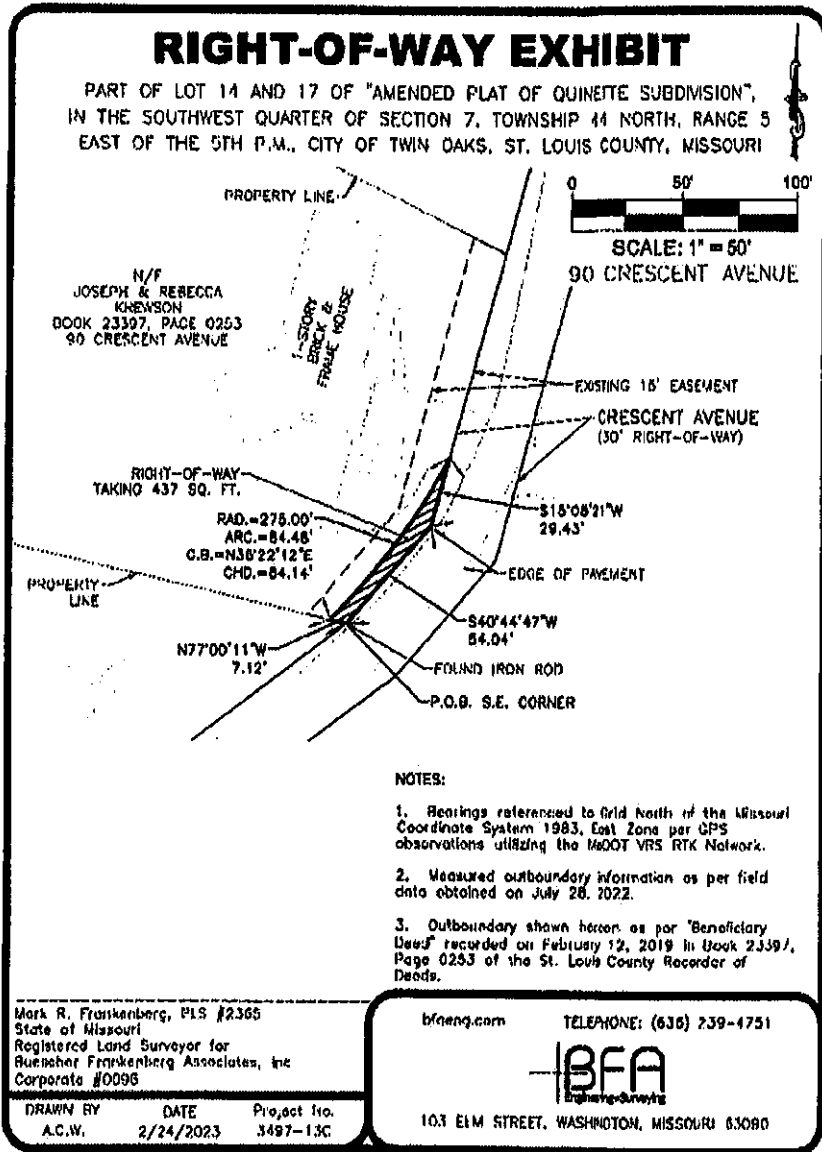


Exhibit B

Legal Description Temporary Construction Easement

Beginning at the Northeast Corner of said lot 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 S15°-08'-21"W 88.78 ft. to a point; thence leaving said west right-of-way line along a curve deflecting to the right having a radius of 275.00 ft., an arc length of 84.48 ft., a chord bearing of S36°-22'-12"W, a chord distance of 84.14 ft. to a point on the south line of said lot; thence along said south line N77°-00'-11"W 31.71 ft. to a point; thence leaving said south line N46°-45'-26"E 89.95 ft. to a point; thence N15°-08'-21"E 94.85 ft. a point on the north line of said lot; thence along said north line S63°-21'-43"E 15.31 ft. to the point of beginning, containing 3288 square feet.

Exhibit B-1

Temporary Construction Easement Plat

