

RESOLUTION NO. 2026-01

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING
A RIGHT-OF-WAY ENCROACHMENT AND LICENSE AGREEMENT WITH
830 MERAMEC STATION, LLC.**

WHEREAS, 830 Meramec Station, LLC (“Owner”) owns property at 830 Meramec Station Road (the “Property”) at which a dental office operates in the City of Twin Oaks (the “City”); and

WHEREAS, Owner has sought a sign permit to change the sign face of an existing monument sign (the “Sign”) at the Property; and

WHEREAS, during the process of reviewing the sign permit application, the City discovered the Sign encroaches slightly into the right-of-way of Meramec Station Road; and

WHEREAS, the City’s sign regulations in Section 410.070, expressly prohibit “[t]emporary or permanent signs on public right-of-way (other than government signs);” and

WHEREAS, rather than require removal of the Sign, the City desires to allow the sign structure to remain in place subject to an agreement that grants permission for the Sign to remain in the City’s right-of-way until the Sign is removed or destroyed, or until the City provides written notice to terminate, after which the Owner must remove the Sign at its own expense; and

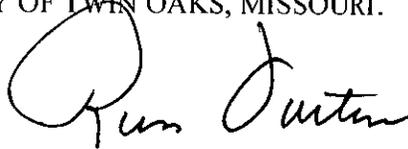
WHEREAS, the City’s Board of Aldermen desires to approve an agreement setting forth the terms and conditions of allowing the monument Sign’s encroachment into City right-of-way.

NOW, THEREFORE, 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, and the Mayor is hereby authorized to execute, a right-of-way encroachment and license agreement substantially in the form of “Exhibit 1” attached hereto and incorporated herein (the “Agreement”), on behalf of Twin Oaks with 830 Meramec Station, LLC to allow the property owner’s Sign to continue to encroach into the City’s right-of-way under the terms set forth in the Agreement.

Section 2. 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 21ST DAY OF JANUARY 2026, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.



Russ Fortune, Mayor

Attest:



April Milne, City Clerk

Exhibit 1

RIGHT-OF-WAY ENCROACHMENT & LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of the 21 day of November, 2025, by and between the CITY OF TWIN OAKS, MISSOURI, a Municipal Corporation organized under the laws of the State of Missouri, ("City") and 830 MERAMEC STATION LLC ("Licensee"), the property owner of 830 Meramec Station Road.

Recitals

WHEREAS, Licensee is the owner of a tract of land located at 830 Meramec Station Road in Twin Oaks, Missouri, as depicted on Exhibit A attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, City is the owner of certain right-of-way (Meramec Station Road, hereinafter, the "Right-of-Way") immediately adjacent to the eastern property line of Property that includes a monument sign installed by Licensee (or its predecessor) to serve the Property located in Twin Oaks, Missouri, as depicted on Exhibit B attached hereto and incorporated by reference herein; and

WHEREAS, Licensee in conjunction with operation of the business on the Property has constructed a monument sign and associated footings and electrical work (the "Sign") upon the Right-of-Way, and which encroaches over and into the Right-of-Way as more particularly described and shown on Exhibit C attached hereto and incorporated by reference herein (the "License Area"); and

WHEREAS, pursuant to City Code Chapter 515, and specifically § 515.050.A.3, the City is authorized to permit "incidental uses" in the ROW; and

WHEREAS, because the Sign is constructed in the City's Right-of-Way and because the City has already planned future roadway widening and/or sidewalk installation project along Meramec Station Road (the "Improvements") may be inhibited by the location of the Sign and, therefore, likely will need to be moved for the future Improvements;

WHEREAS, Licensee desires that City authorize this License Agreement for the sole and express purpose of allowing the Sign to remain as constructed on the Right-of-Way where it encroaches, and City is agreeable to do so upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and Licensee agree as follows:

1. **License Area.** City hereby grants to Licensee and to the successors in interest of Licensee, a license for the use, benefit and enjoyment of the License Area, and to Licensee's employees, invitees, agents, contractors and assigns, the right, privilege, and license to use the License Area for all purposes reasonably necessary to allow Licensee to maintain and utilize the Sign that encroaches upon the Right-of-Way consistent with and subject to § 515.050.A.3 of the Twin Oaks Code, provided, however, that Licensee shall not interfere with the City's rights and obligations to use and utilize the Right-of-Way. Licensee's use of the Right-of-Way is solely limited to the License Area shown on Exhibit C, that encroaches onto and over the Right-of-Way. Specifically, the Sign located in the License Area shall not extend or be enlarged beyond the area where the Sign is currently located as approximately shown on the License Area depiction attached as Exhibit C.

2. Term of Agreement. This License Agreement shall apply only to the License Area as shown on Exhibit C attached hereto and incorporated by reference, and will automatically expire upon the destruction or removal of the Sign encroaching into and over the License Area as shown on Exhibit C. The City may further terminate this Agreement at any time by providing written notice thereof at which time the Sign will be promptly removed by Licensee at its expense.

3. Grant of License Only. City is not conveying any land or title thereto, but merely granting the rights, privileges and license hereinabove set forth. Nothing herein shall be construed as a waiver of the City's ownership rights and obligations relating to the Right-of-Way.

4. Compliance with other City laws, regulations & requirements. Licensee agrees to comply with all other applicable laws, regulations, standards and requirements of the City of Twin Oaks, including, but not limited to the City of Twin Oaks's building code, and zoning code, including all setback requirements therein.

5. Assumption of Risk; Removal of Improvements. Licensee assumes all risks associated with the Improvements located within the License Area and any damages that may result to the Improvements as a result of the City's or other's authorized use of the Right-of-Way. Licensee agrees that when the City undertakes the Project or otherwise needs use of the Right-of-Way, that Licensee will be responsible for all costs of removal of the Sign from the Right-of-Way. Licensee agrees and acknowledges that the City is not responsible for any damage to the Sign caused by the City (or its contractor) for any work in the Right-of-Way including, but not limited, to any damage caused by trench settlement, and Licensee further agrees that it is responsible for the cost of relocation of the Sign if necessary to accommodate construction, improvement, or maintenance of utilities or other public works in the Right-of-Way.

6. Indemnification & Hold Harmless. Licensee shall indemnify and hold the City harmless against and with respect to any exercise of the City's rights under the Agreement, any of the items identified in paragraph 5, or with regard to any accident, injury, or death of any person, or damage or destruction of real or personal property, arising from or in connection with the City's or the public's use of the Right-of-Way or the License Area. The City shall not be responsible for any damage to Licensee's or any other person's personal property in the License Area arising from or in connection with the Licensee's use of the License Area in the Right-of-Way under this agreement.

7. Successors and Assigns Bound. This Agreement shall be binding upon and shall inure to the benefit of City and Licensee and their respective successors in interest to the Easement and the Property and their respective legal representatives, successors and assigns.

8. Severability. If any portion of this Agreement shall to any extent be invalid or unenforceable, the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Governing Law. This Agreement shall be governed by and construed according to the laws of Missouri.

10. Execution and Counterparts. This Agreement may be executed in two or more identical counterparts and shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as of the date first above written.

830 MERAMEC STATION LLC

By: [Signature]
Its: _____

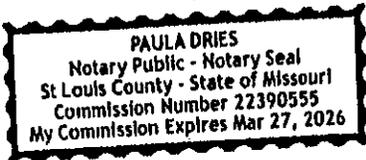
STATE OF MISSOURI)
) ss
COUNTY OF ST. LOUIS)

On this 24 day of November, 2025, before me appeared personally known to me, who being by me duly sworn, did say that he/she is a member of 830 MERAMAC STATION LLC with authority to bind said limited liability company and that the foregoing instrument was signed on behalf of said limited liability company by authority of its membership, and that he/she acknowledged said instrument to be the free act and deed of said limited liability company and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public: [Signature]

My Commission Expires: 3-27-26



CITY OF TWIN OAKS

By: _____



Mayor

Attest:



City Clerk

EXHIBIT A

Property Lot 5 of Big Bend Square

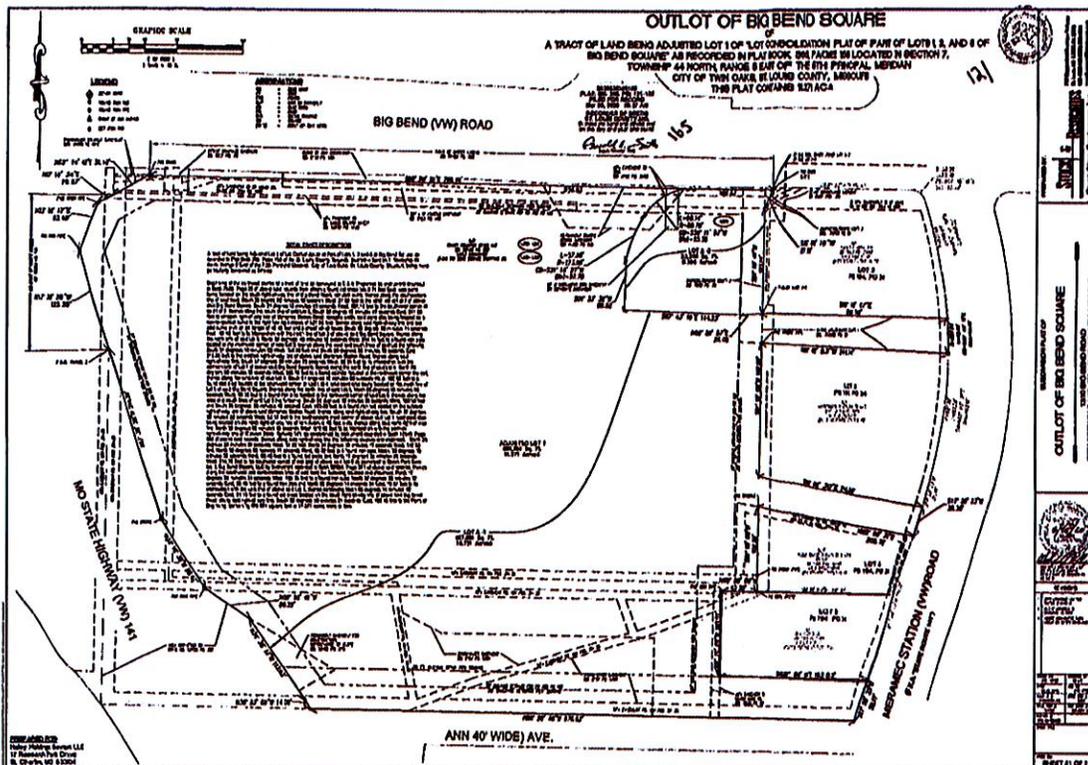


EXHIBIT B

Meramec Station Road Right-of-Way

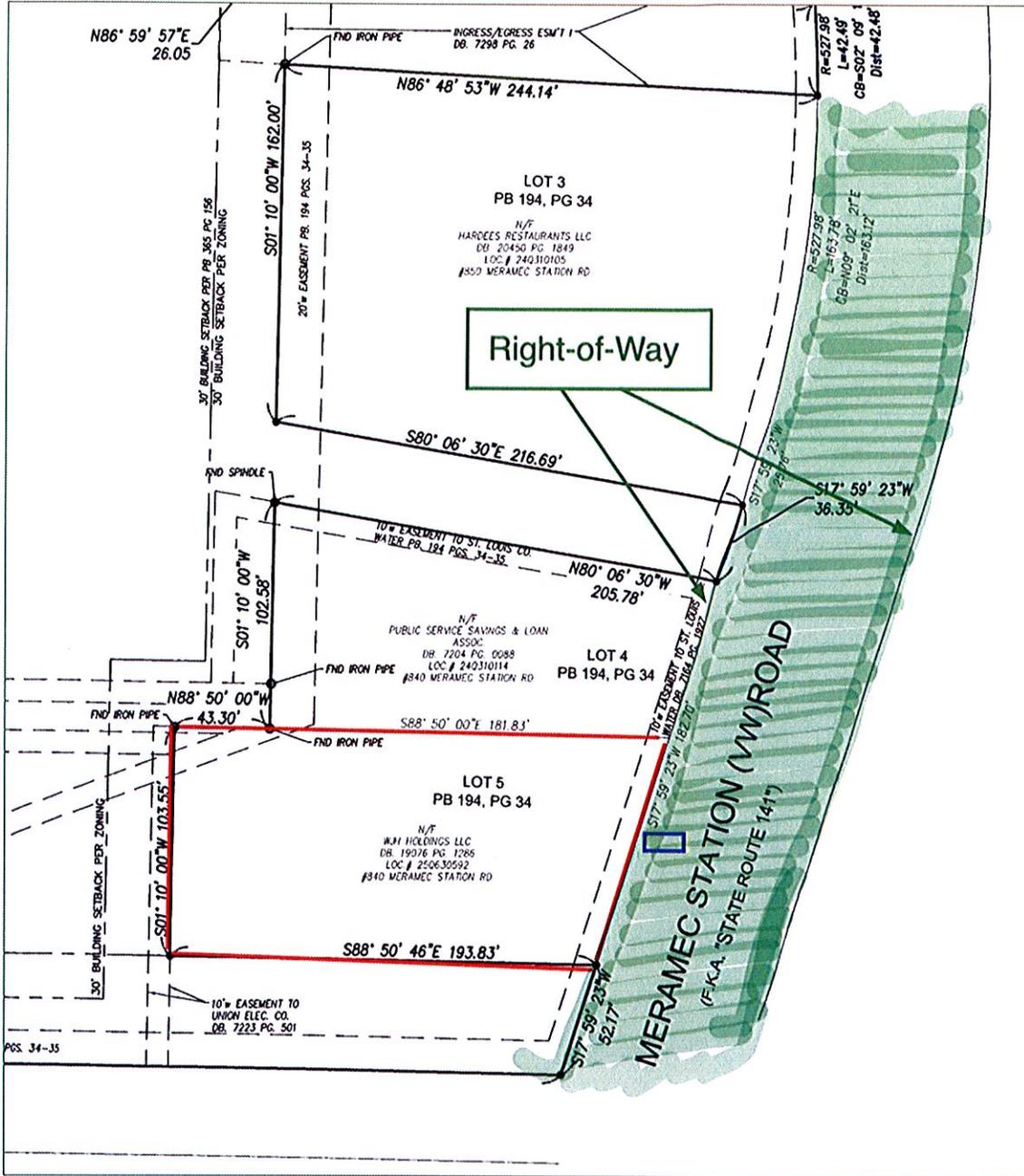


EXHIBIT C

License Area

