



Recorded in Boone County, Missouri

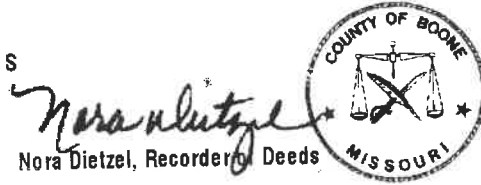
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Recording Fee: \$33.00 S

No. of Pages: 4



**REVOCABLE AGREEMENT TO PERMIT BROOKFIELD ESTATES HOMEOWNERS ASSOCIATION ACCESS ON BOONE COUNTY REGIONAL SEWER DISTRICT REAL PROPERTY**

THIS AGREEMENT, made this 10th day of May, 2016, by and between the Brookfield Estates Homeowners Association, a Nonprofit Corporation, (hereinafter referred to as "HOA"), and the Boone County Regional Sewer District, a political subdivision of the State of Missouri, (hereinafter referred to as "District").

WITNESSETH:

WHEREAS, the District is engaged in the provision of wastewater collection and treatment services in the unincorporated areas of Boone County, Missouri, and,

WHEREAS, the District owns Lot 11A of a survey recorded in Book 1820, Page 607 of the records of Boone County, Missouri, being part of Brookfield Estates Subdivision, Plat 1, recorded in Plat book 35, Page 81 of the Boone County records;

WHEREAS, the HOA is desirous of accessing the lake shown on the survey recorded in Book 1820, Page 607;

NOW, THEREFORE, the parties agree as follows:

**1. Permitted Activities on Land.**

For and in consideration of Five Dollars (\$5.00) and the promises hereafter made by HOA, District hereby permits HOA to use the land described in "Exhibit A" for pedestrian access only.

**2. Prohibited Activities on Land.**

District expressly prohibits entry by or operation of any and all vehicles with tires on the on the land described in "Exhibit A". District also expressly prohibits the erection of fences and the storage of equipment or boats on the land described herein.

**3. Damages.**

Any and all damages to real or personal property owned or lawfully possessed by the District which arise out of and are directly and proximately caused by HOA entry upon the land described in "Exhibit A" during or subsequent to the access by the HOA shall be paid by the HOA to the District as such damages accrue and become ascertainable.

**4. Future Cooperation Required.**

HOA agrees that it will enter upon the land described in "Exhibit A" for the purposes permitted in Paragraph 1 hereof and no other purpose, and shall not interfere with the activities conducted on said land, except to the extent required for the pedestrian access. District shall continue to use and enjoy the surface of the land described in "Exhibit A" as it did prior to the execution of this Agreement.

**5. Duration of Covenants.**

The premises and covenants made herein are intended by the parties to endure for as long as District controls, owns or supervises the land described in "Exhibit A". Therefore, in the event the land described in "Exhibit A" is sold, conveyed or bargained away, a condition subsequent of such sale shall be that the buyer/grantee of such property shall grant an easement to HOA which conveys rights and privileges identical to the permitted acts set forth in paragraph 1 of this Agreement, and any other rights necessary and proper to the continued operation and maintenance of HOA's pedestrian access located on the property described in "Exhibit A."

**6. No Representations by District.**

Notwithstanding any other provision of this agreement, the District expressly makes no representations regarding the status of title to the portion of the land that is the subject of this agreement.

**7. Revocation by District.**

District may revoke this agreement at any time without cause by giving written notice of such revocation to HOA at the address of its Registered Agent, as shown in the public records maintained by the Missouri Secretary of State.

To acknowledge the solemnity of our covenants and agreements, and in witness of this agreement, we the undersigned officials, being fully authorized and empowered by our governing bodies, having set our hands as indicated below:

Executed by HOA on the 10<sup>th</sup> day of May, 2016.

Executed by BCRSD on this 10<sup>th</sup> day of May, 2016.

**BROOKFIELD ESTATES  
HOMEOWNERS ASSOCIATION**

**BOONE COUNTY REGIONAL SEWER  
DISTRICT**

By: Linda S. Hollingshead  
Linda S. Hollingshead President

By: Thomas T. Ratermann  
Thomas T. Ratermann  
General Manager

ATTEST:

J. Mooney  
J. Mooney  
Secretary

ATTEST:

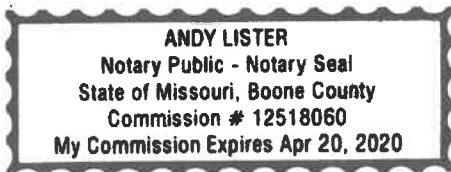
Lesley Oswald  
Lesley Oswald  
(Assistant) Secretary

APPROVED AS TO FORM:

John L. Whiteside  
John L. Whiteside  
District General Counsel

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF BOONE     )

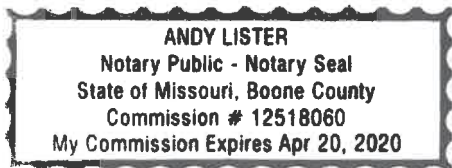
On this 10<sup>th</sup> day of May, 2016, before me personally appeared Linda S. Hollingshead, President, Brookfield Estates Homeowners Association, known to me to be the person who executed the within agreement in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.



Andy Lister  
Andy Lister, Notary Public

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF BOONE     )

On this 10<sup>th</sup> day of May, 2016, before me, personally appeared Thomas T. Ratermann, to me personally known, who being by me duly sworn did say that he is the General Manager of the Boone County Regional Sewer District and that said instrument was signed on behalf of said District by authority of its Board of Trustees and that he acknowledged said instrument to be the free act and deed of said District.



Andy Lister  
Andy Lister, Notary Public

**EXHIBIT A**

Revocable Pedestrian Access of the following described property:

The south 10 feet of Lot 11A of a survey recorded in Book 1820, Page 607 of the records of Boone County, Missouri, being part of Brookfield Estates Subdivision, Plat 1, recorded in Plat Book 35, Page 81 of the Boone County records.