

DRAFT

**AGREEMENT FOR PROVISION
OF WASTEWATER TREATMENT SERVICES**

THIS AGREEMENT FOR PROVISION OF WASTEWATER TREATMENT SERVICES (the “Agreement”) dated the ___ day of _____, 20___, is made by and between Boone County Regional Sewer District, a common sewer district organized and operated under the provisions of Chapter 204 RSMo., (herein “District”), and Smithview Development, LLC, a Missouri limited liability company, and Thomas W. Smith, an individual residing in Missouri (herein collectively called “Owner”).

IN CONSIDERATION of the performance by each party of the respective obligations described in this Agreement, the parties specifically agree to the following:

1. Background of Agreement – This Agreement is made in view of the following facts which the parties agree to be true:

1.1 Owner’s real estate that is the subject of this agreement is located in Boone County, Missouri and described as follows:

A part of the West Half (W ½) of the Northwest Quarter (NW ¼) of Section Eighteen (18), Township Forty-nine (49), Range Twelve (12), Boone County, Missouri, containing 15.64 acres, more or less, as shown by Survey recorded in Book 312, Page 382, Records of Boone County, Missouri, and including Lot One (1) of Wagon Wheel Court Subdivision as shown by the Plat thereof recorded in Plat Book 12, Page 19, Records of Boone County, Missouri.

The Initial Property is shown on the attached Exhibit A and made a part hereof by reference.

Owner intends to develop the Initial Property with a mobile home park to be known as Smithview Mobile Home Park consisting of approximately thirty-three (33) mobile home lots, one (1) existing single-family dwelling located at 7181 Wagon Trail Road, Columbia, Missouri, and one (1) office, for a total of thirty-five (35).

Owner further intends to pursue platting an additional tract of land adjacent to the Initial Property (the “Additional Property”) and develop the Additional Property with twelve (12) lots for the use of manufactured homes. The Additional Property is located in Boone

DRAFT

County, Missouri and described as follows:

A tract of land containing 3.68 acres, more or less, located in the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section Eighteen (18), Township Forty-nine (49) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri, as shown and described by the survey thereof made on October 21, 1964 by D.E. Hill, Registered Land Surveyor, and recorded January 14, 1965 in Book 343, Page 209, Records of Boone County, Missouri, and corrected by the survey recorded October 21, 1968 in Book 379, Page 278, Records of Boone County, Missouri.

The Additional Property is shown on the attached Exhibit B and made a part hereof by reference. The Initial Property and the Additional Property are collectively referred to herein as the Property.

1.2 Owner desires to design, construct and permit a wastewater collection system, pump station and force main at Owner's own expense to serve the Property. Phase 1 of said project shall include design and construction of collection lines A (to and including Manhole A-5), B, C, D and E, as shown on the plans prepared by Luebbert Engineering and dated November 8, 2021. Phase 2 of the project shall include construction of a pump station and force main to connect to District's sewer main located nearby. Phase 2 may be completed by Owner at any time after the completion and acceptance of Phase 1.

1.3 District is willing to provide wastewater collection and treatment services to the Property if Owner will design, construct and permit a wastewater collection system, pump station and force main in accordance with the requirements of applicable District rules, policies, procedures and regulations published from time to time (the "Regulations") and provide the District with certain access easements in substantially the form attached hereto as Exhibit C (Access Easement). Owner shall also provide the District with an easement for the real property upon which the wastewater collection system, pump station and force main are located by Sanitary Sewer Easement in substantially the form attached hereto as Exhibit D. Owner shall also provide title to the District to the personal property comprising the wastewater collection system, pump station and force main facilities by bill of sale in substantially the form attached hereto as Exhibit E. The plans and specifications prepared in accordance with Section 2.1, 2.2 and 2.3 hereof shall delineate which portion of the facilities are to be considered public, and contained in the deed and bill of sale, and which are to be owned and maintained by Owner.

1.4 In order to memorialize the terms and conditions of the Owner's and District's agreement with respect to the provision of public sanitary sewer services to the Property, the parties are entering into this Agreement.

2. Owner's Obligations – Owner agrees to perform the following obligations:

2.1 Construction of Sanitary Sewer and Service Connections for Initial Property– Owner hereby agrees to retain, at Owner's expense, Luebbert Engineering or another licensed, qualified engineer reasonably acceptable to District to develop plans and specifications for the construction of a necessary public sanitary sewer and service connections for the Initial Property connecting to an existing wastewater lagoon subject to the Owner's State of Missouri Department of Natural Resources General Operating Permit MOG823097 (the "GO Permit") and, on or before December 31, 2025, connecting to an existing District gravity main in accordance with the Regulations. Upon District's approval of such plans and

specifications, Owner further agrees to construct such sanitary sewer and service connections at Owner's own expense in accordance with the approved plans and specifications. As set forth in Paragraph 3.3 hereof, plans and specifications for the sanitary sewer shall be reviewed and approved by District as a condition precedent to the performance by the District of its obligations under this Agreement. All sanitary sewer construction shall be in conformity with rules and regulations enacted by District and currently in effect. All public wastewater collection and treatment facilities constructed by Owner during Phase 1 and Phase 2 shall be inspected and approved by District and thereafter, upon Owner's receipt of written authorization from District, shall be conveyed to the District in accordance with the terms of this Agreement and its Regulations. Owner agrees to pay all fees for permits required by the State of Missouri Department of Natural Resources or any other governmental agencies having jurisdiction over said construction work.

2.2 Construction of Sanitary Sewer and Service Connections for Additional Property – Owner hereby agrees to retain, at Owner's expense, Luebbert Engineering or another licensed, qualified engineer reasonably acceptable to District to develop plans and specifications for the construction of necessary public sanitary sewer and service connections for the Additional Property in accordance with the Regulations. Upon District's approval of such plans and specifications, Owner further agrees to construct such sanitary sewer and service connections at Owner's own expense in accordance with the approved plans and specifications. As set forth in Paragraph 3.3 hereof, plans and specifications for the sanitary sewer and service connections on the Additional Property shall be reviewed and approved by District as a condition precedent to the performance by the District of its obligations under this Agreement. All sanitary sewer construction shall be in conformity with rules and regulations enacted by District and currently in effect. All public wastewater collection and treatment facilities constructed by Owner shall be inspected and approved by District and thereafter conveyed to District in accordance with the Regulations. Owner agrees to pay all fees for permits required by the State of Missouri Department of Natural Resources or any other governmental agencies having jurisdiction over said construction work.

2.3 Construction of Pump Station and Force Main – Owner hereby agrees to retain, at Owner's expense, Luebbert Engineering or another licensed, qualified engineer reasonably acceptable to District to develop plans and specifications for the construction of a pump station and force main connecting to an existing District gravity main for provision of sanitary sewer services to the Property in accordance with the Regulations. Upon District's approval of such plans and specifications, Owner further agrees to construct such pump station and force main at Owner's own expense in accordance with the approved plans and specifications. As set forth in Paragraph 3.3 hereof, plans and specifications for the pump station and force main shall be reviewed and approved by District as a condition precedent to the performance by the District of its obligations under this Agreement. All sanitary sewer construction shall be in conformity with rules and regulations enacted by District and currently in effect. All public wastewater collection facilities constructed by Owner shall be inspected and approved by District and thereafter be conveyed to District in accordance with the Regulations. Owner agrees to pay all fees for permits required by the State of Missouri Department of Natural Resources or any other governmental agencies having jurisdiction over said construction work.

2.4 Conveyance and Transfer By Bill of Sale; Conveyance of Real Property – Upon final completion of all construction work described herein, Owner agrees to transfer, assign and convey to District all sewer lines, manholes, equipment and other personal property

constructed by Owner designated as public or otherwise as to be conveyed to the District in the plans and specifications. In addition, Owner shall also transfer and assign to District, as applicable, all warranties, service manuals and other documentation pertaining to the equipment and facilities constructed by Owner and accepted by District. It is understood and agreed that the District shall have no obligation or responsibility for the operation, repair or maintenance of any facilities constructed until District accepts transfer of ownership of such facilities. It is further understood and agreed that the Owner shall warrant collection facilities for a period of two years after acceptance by District against defective materials and faulty workmanship and for maintenance of backfilled areas.

Prior to recording of the plat for the development of the Additional Property, the Owner shall provide to the District an electronic file of the as-built drawings and sealed as-built drawings. All electronic as-built file information must reference the Missouri State Plane Coordinate system currently in use by the District, and be properly projected into its correct spatial location prior to submitting to the District.

2.5 Maintenance of Finished Grades and Manhole Adjustments – Owner shall be responsible for the proper backfill of trenches necessary for installation of sanitary sewer mains and connecting laterals and agrees to regrade and make repairs to paved or hard surfaces as well as yard and landscape which result from settlement during the first three years following final completion of all construction work to be completed by Owner under this Agreement. Owner further agrees to be responsible for the adjustment of manhole heights to grades of finished elevation with final grades preventing surface water from entering manholes. In the event the Owner fails to correct deficiencies in manhole elevations within 10 calendar days of written request delivered to Owner by District, then District shall have the right and authority to correct any such deficiencies and Owner agrees to pay District all reasonable costs associated with such corrective work upon written invoice and demand made by District.

2.6 Inspection and Connection Fees – In accordance with applicable District rules, policies, procedures and Regulations, there exist certain connection and inspection fees for connecting to District wastewater collection and treatment systems. For each lot utilizing a connection to District collection and treatment systems, the Owner shall pay to the District the then current inspection fee required under the Regulations. In addition, Owner shall also pay District's then current connection fee for each connection on the Property.

2.7 Operation and Closure of Existing Lagoon – Owner shall at all times maintain and operate the existing lagoon serving the Property in compliance with the GO Permit and all applicable State of Missouri Department of Natural Resources rules and regulations. Owner bears all responsibility and liability for the existing lagoon, and shall close the existing lagoon in compliance with all applicable State of Missouri Department of Natural Resources rules and regulations. At no time shall the existing lagoon serving the Property be conveyed to the District. The District shall in no event be responsible or liable for the operation or closure of, or any matter in any way related to, the existing lagoon serving the Property, including but not limited to obligations imposed by the State of Missouri Department of Natural Resources.

2.8 Separate Water Meters for Each Residential and/or Commercial Unit Required - Owner shall install a fully operational separate water meter to serve each and every residential and/or commercial unit located on the Property.

2.9 Bonding Prohibited – Owner understands and agrees that Owner may not post any kind of bond, including a Performance Bond and/or a Labor and Material Payment Bond, in order to guarantee full performance of Owner’s responsibilities hereunder.

3. District Obligations – Full performance of Owner’s obligations hereunder shall be a condition precedent to the performance of District’s obligations set forth hereinafter:

3.1 Acceptance of Easements and Collection Facilities – Upon final completion and approval of all construction pursuant to this Agreement, District agrees to accept conveyance and transfer of all public sewer easements, sewer lines, manholes and other appurtenances connected therewith and thereafter to service, maintain, repair and replace such facilities at its own expense in accordance with the standards and practices adopted by the District; provided, however, nothing in this Agreement shall be construed to authorize or permit conveyance of Owner’s non-public service lines or other facilities connected to public sanitary sewer facilities. It is expressly understood and agreed that all Owner service lines and connections and easements applicable thereto, if any, shall be and remain the property of the Owner and that all service connections to public sanitary sewers as delineated on the plans and specifications shall be the responsibility of the Owner, its successors and assigns, and that the District assumes no liability or responsibility therefor.

3.2 Provision of Wastewater Treatment Services – District agrees to provide wastewater collection and treatment services to the Property. Subject, however, to the terms and conditions of this Agreement upon completion of construction described above and final certification that the sanitary sewer construction is in compliance with State of Missouri Department of Natural Resource rules and all Regulations. All service shall be provided in accordance with and subject to the District’s Regulations applicable to providing customer services and at the rates and charges scheduled for those services.

3.3 Conduct Plan Review and Evaluation – The Owner acknowledges that District intends to retain a licensed, qualified engineer to conduct independent plan review and evaluation of the construction plans for the necessary public sanitary sewer within the Property. The Owner shall reimburse to the District the actual cost of the plan review and evaluation study within 60 days of invoice. Cost of independent plan review and evaluation of the construction plans shall not exceed \$5,990.00 without written approval of the Owner.

3.4 Access Easements – District agrees to accept a non-exclusive access easement as shown in Exhibit C. District further agrees that in the event that the location of said access easement needs to be changed or modified due to future development and expansion, that the District will accept an access easement in a different location and that such acceptance will not be unreasonably withheld. Further, District agrees to vacate any unnecessary access easement as the result of accepting an access easement in a different location.

4. Arm’s Length – The Parties hereto agree that this Agreement was negotiated at arm’s length and that for the purposes of interpretation neither Party shall be deemed the drafter of this Agreement.

5. Assignment – The Owner shall not assign their rights or obligations under this Agreement in whole or in part without the written consent of District, provided, however, that nothing in this paragraph is intended or should be construed to prevent or restrict Owner from selling the property to which this Agreement is applicable.

6. Representations and Warranties – All of the undersigned hereby represent and warrant that they have the required legal authority to execute this Agreement and to bind themselves, or the entity on whose behalf they sign, to the terms and conditions set forth herein.

7. Entire Agreement and Amendment of Agreement – This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and agreements between the parties, written or verbal, and may be amended only by a signed writing executed with the same formality as this Agreement. All parties to this Agreement acknowledge that by executing this Agreement they have read, considered, and understand the terms and conditions of this Agreement and consequences thereof.

8. Agreement to Run With Land – The benefits and burdens of this Agreement are intended to attach to and run with the land and shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, heirs and assigns. All persons claiming under the parties shall conform to and observe the provisions of this Agreement.

9. Recording – The District shall record this Agreement in the office of the Boone County Recorder of Deeds.

10. Notices – All notices, consents, approvals, deliveries and other communications (collectively, “Notices”) that may be or are required to be given by either Owner or District under this Agreement shall be properly made only if in writing and sent by hand delivery, U.S. Mail, facsimile, or nationally recognized overnight delivery service (such as Federal Express or UPS), with all delivery charges paid by the sender and addressed as follows:

If to Owner: Smithview Development, LLC
7491 Hwy. VV
Columbia, MO 65202
Attn: Thomas W. Smith

If to District: Boone County Regional Sewer District
1314 North Seventh Street
Columbia, MO 65201
Attn: Tom Ratermann

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Notices shall be deemed received: (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, and (iii) if sent facsimile, on the date of transmission with computer confirmation of successful delivery without errors.

[Remainder of page intentionally blank; signature page(s) follows]

DRAFT

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first set forth above.

OWNER:

DISTRICT:

SMITHVIEW DEVELOPMENT, LLC

BOONE COUNTY REGIONAL SEWER DISTRICT

By: _____
Thomas Smith, Member

By: _____
Thomas T. Ratermann, General Manager

ATTEST:

And

THOMAS W. SMITH

Lara Florea, Assistant Secretary

Thomas W. Smith

FORM APPROVED:

By: _____
Christopher R. Pieper, General Counsel

DRAFT

State of Missouri)
)SS.
County of Boone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared **Thomas W. Smith, Member of Smithview Development, LLC**, to me known to be the person who executed the foregoing Agreement for Provision of Wastewater Treatment Services, and being duly sworn, acknowledged that he is a Member of **Smithview Development, LLC**, a limited liability company, and that he is authorized by the operating agreement of said limited liability company to execute said Agreement for Provision of Wastewater Treatment Services on behalf of said Limited Liability company and acknowledged that he executed the same as a free act and deed of said limited liability company for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Boone County, Missouri, the day and year first above written.

My Commission expires _____

, Notary Public

State of Missouri)
)SS.
County of Boone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared **Thomas W. Smith**, to me known to be the person who executed the foregoing Agreement for Provision of Wastewater Treatment Services, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Boone County, Missouri, the day and year first above written.

My Commission expires _____

, Notary Public

DRAFT

State of Missouri)
)SS.
County of Boone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared **Thomas T. Ratermann**, to me known to be the General Manager of Boone County Regional Sewer District, described in and who executed the foregoing Agreement for Provision of Wastewater Treatment Services, on behalf of said Boone County Regional Sewer District for the purpose therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Boone County, Missouri, the day and year first above written.

My Commission expires _____

, Notary Public

EXHIBIT A

DRAFT

NTS

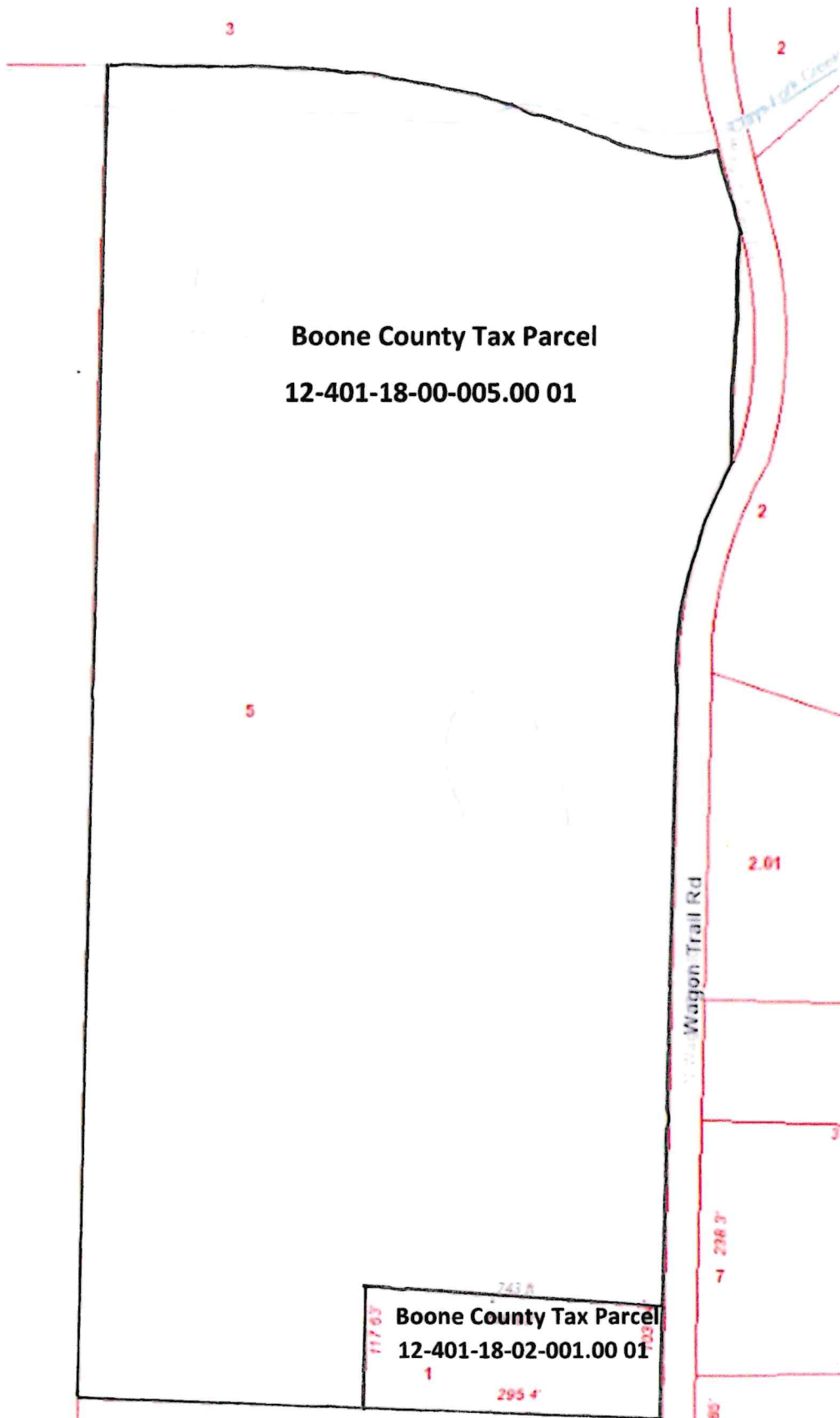
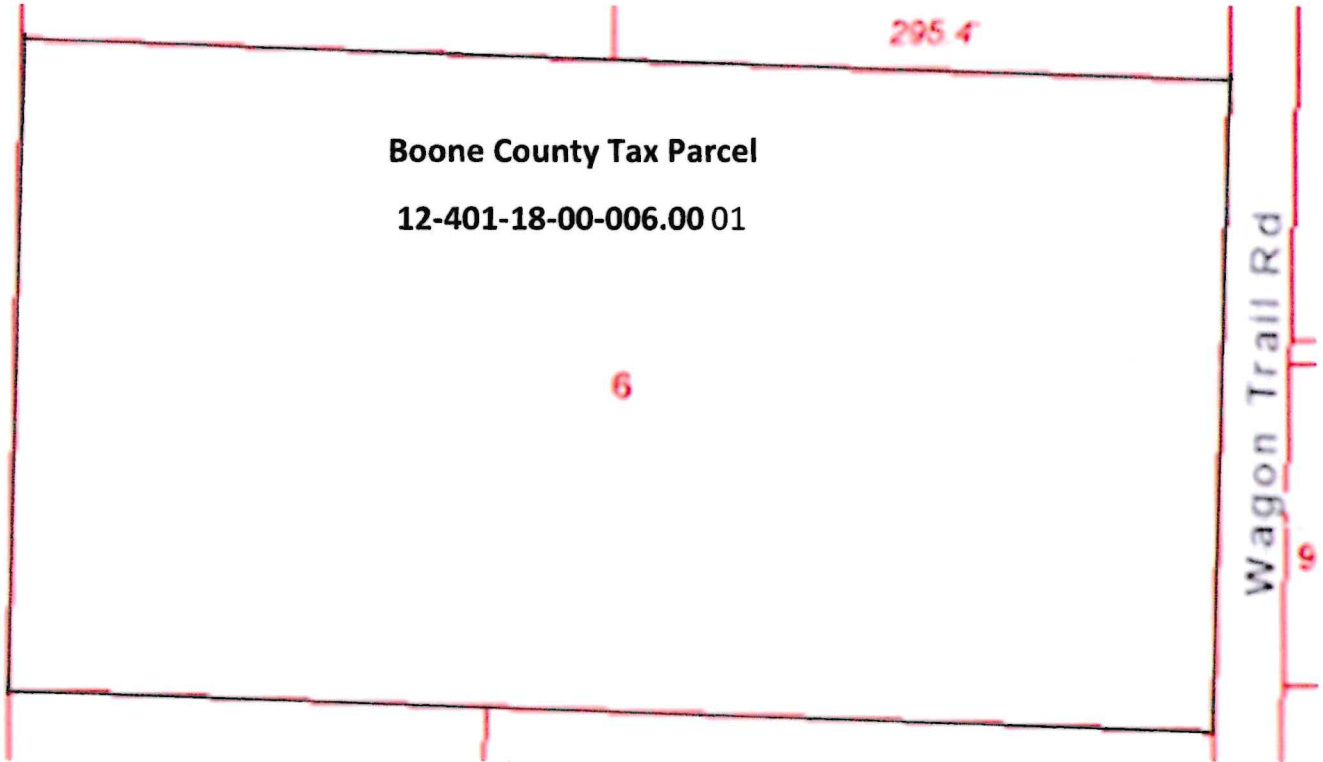


EXHIBIT B

DRAFT

NTS



Page 11 of 17

EXHIBIT C

FORM OF ACCESS EASEMENT

DRAFT

GRANT OF ACCESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that on the ___ day of _____, 20__, the undersigned Grantors, _____, a limited liability company organized in the State of Missouri and _____, an individual resident of Boone County, Missouri, in consideration of ten dollars and other good and valuable consideration, the receipt of which is hereby acknowledged by the undersigned, does hereby grant, bargain, sell and convey unto the Boone County Regional Sewer District, a common sewer district organized and operated under the provisions of chapter 204, RSMo, hereinafter called Grantee or District, and its successors or assigns, (Grantee having a mailing address of: 1314 North Seventh St., Columbia, Missouri 65201), a perpetual and exclusive easement for ingress and egress upon the land of the Grantors described herein and situated in the County of Boone, State of Missouri, more particularly described as follows, to wit:

[INSERT LEGAL DESCRIPTION]

Said easement shall include the right to construct, repair and maintain a driveway for ingress and egress only for benefit of the Grantee, its successors and assign. This grant includes the right of the District, its officers, contractors, agents, servants, and employees and the officers, contractors, agents, servants, and employees of other political subdivisions and public agencies of the State of Missouri as designated by the Grantee, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted; also the right to remove any tree, brush, structure or obstruction of any kind or character whatsoever which, in the sole judgment of the District may endanger the safety or interfere with the ingress or egress to said District facilities. By acceptance of this easement and use thereof, the Grantee and its successors and assigns hereby covenants and agrees that said easement shall be only used for the purposes herein authorized.

The Grantors covenant that, subject to liens and encumbrances of record at the date of this easement, they are the owners of the above-described land and have the right and authority to make and execute this Grant of Access Easement.

IN WITNESS WHEREOF the Grantors have executed this instrument on the day and year first above written.

State of Missouri)
)SS.
County of Boone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared _____, _____ of **Smithview Development, LLC**, to me known to be the person who executed the foregoing instrument, and being duly sworn, acknowledged that he is a Member of **Smithview Development, LLC**, a limited liability company, and that he is authorized by the operating agreement of said limited liability company to execute said instrument for the purposes stated therein on behalf of said Limited Liability company and acknowledged that he executed the same as a free act and deed of said limited liability company for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Boone County, Missouri, the day and year first above written.

My Commission expires _____

, Notary Public

DRAFT

EXHIBIT D

FORM OF SANITARY SEWER EASEMENT

DRAFT

GRANT OF EASEMENT FOR SEWER PURPOSES

This Easement, dated the ___ day of _____, 20__, is made by and between _____, a limited liability company organized in the State of Missouri and _____, an individual resident of Boone County, Missouri, _____ and _____ hereinafter referred to collectively as **GRANTOR**, and Boone County Regional Sewer District, a common sewer district organized and operated under the provisions of chapter 204, RSMo, hereinafter called the **GRANTEE** (Grantee's mailing address is 1314 North Seventh Street, Columbia, MO 65201) and sometimes called the "**DISTRICT**" and to its successors and assigns. In consideration of the payment by the Grantee to the Grantor of the sum of ten dollars and other valuable consideration, the sufficiency and receipt of which is acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee, its successors and assigns, a permanent easement for sanitary sewer purposes and right to enter upon the lands of the GRANTOR described herein and situated in the County of Boone, State of Missouri, and more particularly described as follows, to-wit:

[INSERT LEGAL DESCRIPTION]

Said permanent easement being the right to construct, operate, replace, repair and maintain sewers and pipes, and necessary support facilities, under or across said easement, and a right to access thereto over the above-described tract of land along any reasonable route designated in writing by the owner thereof and accepted by the District; or in the absence of such reasonable designation and acceptance, a reasonable right of access as designated by the District, its agents, officers or employees.

This grant includes the right of the District, its officers, contractors, agents, servants, and employees and the officers, contractors, agents, servants and employees of other political subdivisions and public corporations of the state of Missouri, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted; also the right to remove any tree, brush, structure or obstruction of any kind or character whatsoever which, in the sole judgment of the Grantee, its successors and assigns, may endanger the safety of or interfere with the operation and maintenance of said District facilities; also the right to use the premises of the

DRAFT

GRANTOR adjoining said easement or either side thereof to pile earth, place or move machinery, place or store materials and any other act necessary for the purpose of exercising any of the rights granted herein, providing however, said adjoining premises will be restored to original condition by the District upon completion of any repairs, construction or maintenance.

The Grantor covenants that, subject to liens and encumbrances of record at the date of this easement, he/she is the owner of the above-described land and has the right and authority to make and execute this Grant of Easement.

IN WITNESS WHEREOF, the said Grantor, has caused this easement to be signed by its duly authorized corporate official on the day and year first above stated.

GRANTOR:

Smithview Development, LLC

By: _____
[NAME], [TITLE]

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this ____ day of _____, 20__, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared _____, _____ of **Smithview Development, LLC**, to me known to be the person who executed the foregoing instrument, and being duly sworn, acknowledged that he is a Member of **Smithview Development, LLC**, a limited liability company, and that he is authorized by the operating agreement of said limited liability company to execute said instrument for the purposes stated therein on behalf of said Limited Liability company and acknowledged that he executed the same as a free act and deed of said limited liability company for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county the date and year first above written.

Notary Public

My commission expires: _____

DRAFT

EXHIBIT E

FORM OF BILL OF SALE

BILL OF SALE

THIS INDENTURE, made and entered into this ____ day of _____, 20__, by and between _____, of Boone County Missouri, First Party and the Boone County Regional Sewer District, a political subdivision of the State of Missouri, Second Party.

WITNESSETH:

WHEREAS, the First Party has built and constructed certain sewerage facilities in accordance with the plans and specifications and under the supervision and inspection of Second Party, and;

WHEREAS, the First Party is desirous of selling and transferring the same and all necessary and proper appurtenances and easements for sewerage facilities purposes thereto to the Second Party in consideration of Second Party's perpetual upkeep and maintenance as part of the general sewerage system of Second Party, and;

WHEREAS, Second Party is desirous of accepting the same subject to the approval and acceptance of this conveyance by the Board of Trustees of the Second Party.

NOW, THEREFORE, the First Party does by these presents, in consideration of Ten Dollars (\$10.00) and other valuable considerations to him paid, the receipt and sufficiency of which is hereby acknowledged, SELL, GRANT, ASSIGN, and TRANSFER to the Second Party and its successors forever, the following property:

[list personal property, ie: pipe, manholes, cleanouts etc.]

TO HAVE AND TO HOLD the same with all the rights, immunities, privileges and appurtenances thereto belonging, unto the Second Party and its successors, forever, so that neither the First Party, nor his/her assigns, nor any other person or persons for him/her or in his/her behalf, shall or will hereafter claim or demand any right or title in the same, or any party thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said First Party has hereunto set their hands the day and year first above written.

By: _____

DRAFT

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this __ day of _____, 20__, before me personally appeared _____ to me known to be the person described in the foregoing instrument who upon oath stated that they executed said instrument for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county the date and year first above written.

Notary Public

My commission expires: _____