

INDENTURE OF TRUST AND RESTRICTIONS

OF

HAMILTON CREEK ESTATES
FRANKLIN COUNTY, MISSOURI

THIS INDENTURE made this 20th day of September 2022, by **Franklin County Land & Cattle Co., LLC**, a Missouri limited liability company (hereinafter referred to as "Developer"), Grantor and Grantee, for the purpose of establishing certain regulations for the benefit of the land affected herein and the undersigned do hereby adopt and create the following covenants, conditions and restrictions which shall run with the land and shall be binding on all present and future owners of said land and their heirs, assigns or successors until they are amended and/or vacated.

WITNESSETH:

WHEREAS, Developer, as owner, owns a parcel of land in Franklin County, Missouri, more particularly described on **Exhibit A** attached hereto, to be platted into a subdivision by Developer and to be known as:

Hamilton Creek Estates (hereinafter sometimes
referred to as the "Subdivision")

AND WHEREAS, additional lands may become subject to these covenants and restrictions by the Developer from time to time adding to the Subdivision such land as is now owned or hereafter owned or approved for addition by Developer, provided that the land so added shall, at that time, be bound by all of the terms of this Indenture, and any future modifications thereof, and provided that Developer shall be under no obligation to add additional land to the Subdivision; and

WHEREAS, it is the purpose and intention of this Indenture to preserve said property as a Subdivision for residential purposes and, to that end, to adopt a plan and scheme of restrictions and apply the same to each lot in the Subdivision and mutually to benefit, guard and restrict present and future owners and occupants of any lot therein and to foster the health, welfare and safety of all who own or reside within the Subdivision; and

WHEREAS, there have been, or may be designated and established on said plat, certain easements, utility relocation agreements and common areas which have been purchased by the Developer or may be purchased by the Trustees for the purpose of constructing, maintaining and operating roads, sanitary sewers, pipes, poles, wires, storm water drainage facilities, paths, lakes, recreational areas, and other facilities and public utilities for the benefit of the owner or owners of the building sites shown on said plat;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and agreements of the parties thereto, each to the other made, the parties COVENANT and AGREE, collectively and individually for themselves, their successors, and assigns, and for and on behalf of all persons who may hereafter derive title to or otherwise hold through them, their heirs, successors and assigns, any portion of the land described herein as follows, to-wit:

ARTICLE I.

DESIGNATION AND SELECTION OF TRUSTEES

A. Initially, there shall be two (2) Subdivision Trustees, Kurt J. Unnerstall and Gregory E. Hoberock. If any of said initial Trustees resigns, refuses to act, or becomes incapacitated, becomes disabled or dies, the remaining initial Trustee shall serve alone. If both initial Trustees resign, refuse to act, or become incapacitated, become disabled or die, or when the Developer no longer owns any lot within the Subdivision, three (3) successor Trustees shall be elected pursuant to paragraph B of this Article. The initial Trustees' term of office expires upon their resignation as Trustee or at such time as the Developer no longer owns any lot within the Subdivision at which time a successor Trustee shall be elected or appointed in compliance with the terms of this Indenture.

B. The successor Trustees shall be elected at a meeting of the lot owners of fee simple title to the lots in the Subdivision. Notice of such election shall be given by the Trustees either by first-class mail or by delivery personally upon such lot owners at least ten (10) days prior to the date of such meeting. Such notice shall specify a time and place of such meeting. Should the Trustees fail to call an election as required herein, such election may be called by any three (3) lot owners. The first elected successor Trustees shall serve staggered terms. The successor Trustee receiving the most votes shall serve a 3-year term, the successor Trustee receiving the second most votes shall serve a 2-year term, and the successor Trustee receiving the least number of votes shall serve a 1-year term. If there any ties, the successor Trustees shall draw lots to determine term length. Thereafter, all elected Trustees shall serve for terms of three (3) years.

C. If one or more of the Trustees shall at any time fail or refuse to continue to serve as such because of death, incompetency or for any other reason prior to the expiration of his term, the remaining or surviving Trustees shall appoint a successor Trustee to serve for the balance of that term.

D. In the event a successor Trustee is not elected or appointed in compliance with B and/or C above, then a successor Trustee may be appointed by the Franklin County Commission

according to the terms of the Subdivision regulations of the Franklin County Commission in force at the time of said proposed appointment.

E. All Trustees shall serve without compensation. The Board of Trustees shall designate one of their members to serve as Chairman, one to serve as Secretary and one to serve as Treasurer of the Board of Trustees until the time of the next following said annual meeting. One (1) person shall serve as Treasurer and Secretary of the initial Board of Trustees.

F. Any lot owner other than the developer who has not paid all annual assessments authorized under this Indenture or who is in violation of any restriction stated in this Indenture shall not be entitled to vote at the annual meeting. Any business relative to the affairs of the Subdivision may be transacted at the annual meeting. The quorum at any meeting shall be the lot owners of not less than twenty-five percent (25%) of the lots contained in the Subdivision and all actions of the lot owners at the annual meeting, unless designated otherwise herein, shall be by a majority of the votes cast by the lot owners attending that annual meeting. The annual meeting shall be held in the month of March each year.

G. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment shall be entitled to one (1) vote for each lot owned, but in no event shall more than one (1) vote be cast with respect to any one (1) lot (joint owners of a lot to cast their one vote as they determine), provided that any such person or entity who holds such interest merely as security for performance of an obligation shall not be entitled to a vote.

ARTICLE II.

DUTIES OF TRUSTEES

The Trustees are hereby vested with the following rights, powers, and authorities with respect to all the lots and land in the Subdivision:

A. To maintain and exercise such control over the roads, road easements, storm water culverts, drainage easements, entrance, sign, lights, common property for the purpose of improving, owning, and maintaining and ensuring the proper use thereof, with the right to grant easements for public utilities and other facilities.

B. To comply with all laws, ordinances and/or regulations of any governmental body including the County of Franklin having jurisdiction of the Subdivision.

C. Publicly to dedicate the public or private roads common property, and easement rights, if any, on any portion or portions thereof whenever such dedications would be accepted by a proper public agency and/or entity.

D. To negotiate, purchase, defend and/or settle on behalf of the Subdivision any acquisition or proposed acquisition of the common ground in the Subdivision by eminent domain.

E. To abandon any easement or portion thereof by executing and recording a proper and appropriate instrument in the office of the Recorder of Deeds of Franklin County, Missouri, but such easement or portion thereof may be abandoned only when all the Trustees unanimously agree that it is in the best interest of the Subdivision that same be abandoned and whenever such abandonment be accepted by the proper public agency and/or entity.

F. To prevent in their own names as Trustees of an expressed trust, any infringement and to compel the performance of any restriction set out in this Indenture or established by law. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

G. To clean up and remove rubbish and debris. Trim, cut back, remove, and maintain trees, that fall or block the traveled roadway or sight lines.

H. To consider, approve or reject any and all plans and specifications for any and all buildings or structures, barns, detached buildings, outbuildings proposed for construction and erection on any lot of the Subdivision, and to consider, approve or reject any and all plans and specifications for any and all proposed additions to such building or alterations in the external appearance of buildings already constructed, or such construction or alterations that may extend into the common areas, it being provided that no building or structure, fence, detached building, outbuilding, or other structure may be erected or structurally altered on any of said lots of the Subdivision unless there shall be first had the written approval of a majority of the Trustees of the plans and specifications therefor. In approving or rejecting such plans or specifications, the Board of Trustees shall consider their compliance with applicable laws and with the terms and provisions of this Indenture, together with the consistency and suitability of same considering existing structures in the Subdivision and the impact of same upon the lots in the Subdivision, the value thereof and the health, welfare and safety of the owners and occupants thereof.

I. To require and collect a Two Hundred Dollar (\$200.00) deposit, at the time of plan submittal to the Franklin County building department to be held by Trustees in connection with the proposed erection of any building or structure, detached building, outbuilding, or other structure on any lot in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots and any and all damages to development improvements caused by or resulting therefrom shall be repaired. Said deposit in the case of construction or structural alteration of the main building on any lot may be greater than Two Hundred Dollars (\$200.00) but shall be in such reasonable amount as shall be fixed by the Trustees. In the event the lot owner fails to remove all debris, or repair all damages as aforesaid, said deposit shall be applied to the costs of doing same and any such costs not paid by said deposit shall constitute an additional assessment as provided herein and thereby a lien upon the land of said lot owner, to be enforced in the same manner as other assessments and liens are enforced under the terms of this Indenture.

J. The Trustees in exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provisions of this Indenture, may from time to time enter into contracts, purchase common ground, employ agents, servants and labor as they deem necessary and employ counsel to advise them or to institute and prosecute such suits as they may deem necessary or advisable, and defend suits brought against them individually or collectively, in their capacity as Trustees.

K. The Trustees may receive, borrow, hold, convey, dispose of and administer in trust for any purpose mentioned in this Indenture any purchase, gift, grant, conveyance or a donation of money and/or real and/or personal property.

The Trustees are hereby authorized, empowered, and granted the right to make assessments upon and against the lots and lot owners in the Subdivision for the purpose and at the rates hereinafter provided, and in the manner and subject to the provisions of this Indenture:

(i) Annual General Assessment. To make annual, uniform general assessments (except as herein provided) not to exceed One Hundred Dollars (\$100.00) per lot per year for the purpose of carrying out the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, to adequately maintain storm piping, utilities, and entrance sign and to maintain and/or otherwise properly protect the health, safety and general welfare of the property owners. Notwithstanding anything to the contrary, the Developer (or its designated successor) shall not be liable for assessments for any lots or properties in its name unless a dwelling house is built thereon and is occupied as a residence. Common property shall be subject to a separate assessment, as needed, pursuant to Article IV.

(ii) Special Assessment. If the annual general assessment is not sufficient for the Trustees to perform the duties described in subparagraph (i) set forth immediately above, the Trustees may levy upon each lot an additional sum per year which may be reasonably necessary for them to perform the duties imposed upon them in said subparagraph (i) set forth immediately above. The limit of One Hundred Dollars (\$100.00) per lot per year for general purposes, as described in said paragraph (i) hereinabove, shall not apply to any special assessment made under the provisions of this subparagraph (ii).

(iii) Procedure. All assessments as described hereinabove, either general or special, made by the Trustees for the purpose hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:

(a) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal title of a lot, except the Developer, and deposited in the United States Mail with postage prepaid.

(b) An assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of twelve percent (12%) per annum until paid, and if an attorney is

employed for the purpose of collecting such assessment, the lot owner shall pay a reasonable attorney's fee and court costs, and such assessment, interest, attorney's fee and court costs shall be the personal obligation of the owner of the lot and shall automatically constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after the adoption of the assessment, the Board of Trustees may, in addition, (but need not) execute and acknowledge an instrument reciting the levy of the assessment and amounts due hereunder with respect to any one (1) or more lots and cause the same to be recorded in the Recorder of Deeds Office in Franklin County, Missouri and the Trustees may, upon payment, cancel or release any one (1) or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the lot affected) a release of such assessment with respect to any lot affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payment made on account of assessments.

(c) All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri or for enforcing or foreclosing deeds of trust now existing or which may hereafter exist are hereby referred to and made a part of this instrument and the Trustees shall have the right to employ any procedures described therein to effectuate collection of any assessments hereunder as well as bring a court action in law or equity.

L. The Trustees shall deposit the funds coming into their possession as Trustees, in a state or national bank, protected by the Federal Deposit Insurance Corporation, at the best rate of interest obtainable. Such depository account shall require a majority of the Trustees' signatures for any withdrawal there from in excess of One Thousand Dollars (\$1,000.00).

M. All rights, duties, powers, privileges and acts of every nature and description which said Trustees might execute or exercise under the terms of this Indenture may be executed by a majority of said Trustees unless otherwise provided herein. The minutes shall be recorded of all meetings of the Trustees. The Trustees shall cause the recording of minutes of all meetings of the lot owners held pursuant to the terms herein.

N. The Board of Trustees shall have full and unqualified right, power and authority concerning all the property, real, personal, or mixed, owned or held by said Board of Trustees to:

(i) Make all contracts and incur liabilities necessary, related or incidental to exercise of the Trustees' powers and duties herein.

(ii) Purchase insurance against all risks, casualties and liabilities of every nature and description.

(iii) To borrow money, encumber and hypothecate same. Make and execute promissory notes or incur liabilities and obligations secured by deed of trust, mortgage, lien or encumbrance.

O. The Board of Trustees shall have the full and unqualified right to make rules and regulations concerning the use, care, and improvements of roads, storm culverts, and common property. Said rules and regulations shall be in writing and a copy shall be delivered to each lot owner and shall include but not be limited to the rules and regulations for the use and care of the facilities contained thereon.

P. The Developer (or the lot owners after one hundred percent (100%) of the lots are sold by the Developer) shall have the right to incorporate a not-for-profit corporation to perform the duties and assume the obligations of the Trustees hereunder, the board members of which shall be the three (3) Trustees, which members shall govern the affairs of said corporation and be elected in the same manner relating to Trustees provided herein.

ARTICLE III.

RESTRICTIONS OF USE OF LOTS

All lots and owners of lots in the Subdivision, their grantees, successors, heirs and assigns, shall be subject to the following restrictions on the use of lots in the Subdivision:

A. No lot shall be used for any purpose other than owner-occupied residential purposes; no lot may be resubdivided without the written permission of the Board of Trustees.

B. No mobile homes, no tiny homes, recreational type trailers (RV), travel trailers or readily movable structures shall be allowed as residences. Pre-manufactured homes, or modular constructed homes, that are installed a poured concrete foundation may be used as residences. Recreational type trailers (RV) may be stored (not to exceed one (1) per owner of any lot) provided same is stored to the rear or the side of residence.

C. No residence shall be constructed closer than two hundred (200) feet to any existing roadway right of way line or one hundred (100) feet from side adjacent property line. Outbuildings, if any, must be to the rear of residence. The Trustees may grant a variance to any set back requirement contained herein if they deem it in the best interest of the Subdivision. (Existing buildings on Lot 10 are exempt from this requirement.)

D. All residences shall have the following minimum square footage of heated living room space, exclusive of basement, garage, attic space and porches shall be constructed on the corresponding lot listed below. Each residence shall have a solid continuous foundation of masonry construction, no tar paper or rolled siding. The exterior of any structure shall be of new material. The front exterior of each building shall be of brick, stone, vinyl, metal, stucco, or stained or painted wood. Temporary living quarters shall not, at any time, be set up in a basement, or in any building other than the residence. Each residence shall have a livable heated area in square feet (exclusive of basement, garage, attic space and porches) as follows:

LOT 10 (Existing farm structures are exempt from below requirement)

Lot #	Single Story	1 1/2 Story	2 Story
1-16	1,400 SF	1,800 SF	2,000SF

E. No residence, building, structures or facilities incidental thereto shall be built and constructed on any lot without the prior written approval of the Subdivision Trustees. In the event the Trustees fail to approve or disapprove such within sixty (60) days after plans and specifications have been submitted to them, and if no suit has been commenced to enjoin such prior to the commencement thereof, said plans and specifications shall be deemed to have been approved by the Trustees. All construction shall be completed within one (1) year of the commencement of construction. Final landscaping of the front of the home shall be completed within one (1) year of occupancy. The construction deposit will be held until landscaping is completed. If such construction is not completed within such time, the Developer may at its option enter onto the property and complete said construction as per the approved plans and specifications and the cost thereof shall be the personal obligation and liability of the owner(s) of said property and shall constitute an additional assessment under Article II hereof and thereby a lien upon the property to be enforced under the terms of said Article II.

F. No tents, basements or other temporary structure shall be used as a dwelling, either temporarily or permanently.

G. No outdoor toilets shall be placed or erected on any lot other than during construction of a residence for the temporary use by the construction crew.

H. Garbage, rubbish, bottles, recyclables, cars or discarded material of any nature or other deleterious substances shall not be allowed to accumulate nor be dumped in the Subdivision and automobiles or other machines no longer in service shall be removed from the property.

I. The lots shall not be used for any purpose contrary to the laws of the State of Missouri; nor shall they be used in any manner which shall create a nuisance.

J. No animal shall be kept on the property for commercial breeding purposes, no dog breeding, or no more than three (3) dogs or three (3) cats. Swine may only be kept on lots of ten (10) acres or more, and limited to two (2) feeder pigs that may be raised for personal slaughter or 4H projects, for a maximum of six (6) months in any one (1) calendar year in the rear of the property, totally out of view of neighboring property. All pets shall be confined within owner's property.

K. No trash, rubbish or garbage receptacle or can shall be placed on the premises outside of a building and be visible from the road except upon the days of the week or month upon which regularly scheduled collections of same are to take place.

L. No unlicensed or inoperative motor vehicle shall be kept on any lot. All boats, motor homes, campers, commercial vehicles, all vehicles larger than a standard pickup truck, house trailers,

boat trailers, and trailers of every other description, farm machinery, tools or equipment, must be housed inside a structure or rear of Lot away from view of the road.

M. Unless specifically set forth herein, no residence, accessory building or any portion of any lot shall be used as a boarding house, rooming house or tavern, nor shall any residence, accessory building or any building site be used or devoted to any manufacturing, industrial or commercial activity whatsoever unless the lot owners of seventy-five (75) percent of the lots in the Subdivision agree in writing to the proposed use, nor shall any building or premises be used for any purpose prohibited by law or ordinance nor shall anything be done in or on any premises which may be or become a nuisance, in the judgment of the Trustees, to the owners or inhabitants of residences in the Subdivision.

N. All owners shall keep their lots and the improvements thereon in good order and repair. If, in the opinion of the Board of Trustees, any owner fails to so maintain and continues to fail to do so after fifteen (15) days from the receipt of written notice from the Board of Trustees, the Board of Trustees and/or their agents or employees may enter upon that property to correct the condition, the cost thereof to be the personal obligation and liability of the owner of such lot and shall constitute an additional assessment as provided herein and thereby a lien upon the property, enforced in the same manner as other assessments and liens are enforced under the terms hereof.

O. No lumber, metals or bulk materials shall be kept, stored, or allowed to accumulate on any lot, except for building materials required during the course of construction of any approved structure.

P. All residential buildings in the Subdivision shall be occupied by the owner of the lot and his/her immediate family. No residence or portion thereof may be rented or leased to any nonowner of such residence.

ARTICLE IV.

COMMON PROPERTY

The roads, and its right of way, utility easements, and any other areas designated, granted, or sold by the Developer or purchased by the Trustees as a common area for use of lot owners shall be common property for the use of all lot owners in the Subdivision, their families, and guests. Rules and regulations for the use of such common property shall be provided by the Developer or Board of Trustees under the terms hereof. The Developer and Trustees shall have no liability for injuries or damages which occur in or about the common property or in or about other portions of the Subdivision.

COST SHARING: Road maintenance, snowplowing, and road improvement costs shall be shared on a pro-rata basis between the property owners sharing access to Hamilton Creek Road and/or Burr Road. Each Owner's share of costs incurred shall be determined as per the percentage of roadway extending from the start of the private roads to the Westernmost point of

each lot where it adjoins the private roadway(s). The initial cost to install the roads shall be at Developers expense. All maintenance thereafter shall fall solely on the lot owners that the road services.

A. Cost Sharing Percentages for **Hamilton Creek Road**: Lot 1, 5%; Lot 6, 14%; Lot 7, 13%; Lot 8, 10%; Lot 11, 6%; Lot 12, 7%; Lot 13, 9%; Lot 14, 10%; Lot 15, 12%; Lot 16, 14%.

B. Cost Sharing Percentages for **Burr Road**: Lot 2, 22%; Lot 3, 26%; Lot 9, 26%; Lot 10, 26%.

The cost for common area maintenance shall be billed as assessments in Article II, and shall be paid, collected and enforced in the same way as assessments in Article II. The cost sharing for road maintenance shall be in addition to any other general annual or special assessments referenced in Article II.

ARTICLE V.

ENFORCEMENT

It is further provided, declared and agreed that if the owner or owners of a lot or portion thereof, his heirs, executors, administrators, grantees, successors or assigns, or any one of them hereinafter owning any lot in the Subdivision or part thereof embracing any one or more of such covenants shall infringe or attempt to infringe or omit to perform any covenant or restriction aforesaid which is by its provision to be kept and be performed by him, it shall be lawful for any person or persons owning any lot in the Subdivision embraced in said covenant, or for the Board of Trustees in behalf of or for the benefit of themselves or any of said lot owners or for any agent or agents by the lot owners aforesaid, or for the Developer, or for any or either of them, to proceed in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant either to prevent or require it, him, or them from doing so or to recover damages or other dues for such infringement or omission. In this event, such person, persons and/or the Board of Trustees shall be entitled to the cost of court, including reasonable attorney's fees, in addition to any damages or remedies found by such court, should it be determined by such court that a violation, infringement or omission had occurred. The Board of Trustees shall not be responsible in damages should they fail to properly enforce any of the covenants and restrictions herein. It is, and is hereby declared to be, the intention that each of the covenants and restrictions herein contained shall attach to and remain with each lot in the Subdivision, shall run with the land and to and with all titles, interest and estates in same, and be binding upon every owner or owners, lessees, or occupants, of any lot in the Subdivision as fully as if expressly contained in proper and obligatory covenants and conditions in each contract and covenant of in concerning such lots or any part thereof. The restrictions herein contained, and the provisions of this Indenture are to be construed independently, and in the event any of them should be declared void or for any reason unenforceable, the validity and binding effect of the other restrictions and provisions herein shall not be thereby impaired and affected.

ARTICLE VI.

DURATION, AMENDMENTS, MODIFICATIONS

All of the provisions and restrictions contained herein shall run with the land and continue and remain in full force and effect and bind the present and future owners of said land for a period of twenty-five (25) years from the date this Indenture is recorded and shall, as then enforced, be continued automatically, without further notice, for successive periods of five (5) years unless amended at anytime by the Developer. If the Developer owns no lots in the Subdivision, then by a written agreement to alter, amend, change, modify, cancel or add to any or all of the provisions of this Indenture is executed and acknowledged by the then record owners of three-fourths (3/4) of the total lots in this Subdivision and is placed on file in the office of the Recorder of Deeds of Franklin County, Missouri. Notwithstanding anything contained in the preceding sentences to the contrary, and subject to the exclusive rights of Developer set forth below, at any time and prior to the expiration of the original or any extended term hereof, any of the terms and provisions of this Indenture may be altered, amended, changed, modified, canceled, or added to by written agreement signed by not less than the then record owners of three-fourths (3/4) of the total lots in this Subdivision and none of whom being at the time in arrears with the duly levied assessments against any lots owned by the signers thereof. Any such written and signed alteration, amendment, change, cancellation, or addition shall become a part of the provisions and restrictions of this Indenture, if approved in writing by the Developer (if Developer owns any lots in the Subdivision), and filed in the office of the Recorder of Deeds of Franklin County, Missouri. Notwithstanding anything contained herein to the contrary, Franklin County Land and Cattle Co., LLC, the Developer, or its designated successor in interest shall have the sole, exclusive and absolute right, power and authority to alter, amend, change, modify, cancel or add to this Indenture in any manner by instrument in writing executed by the Developer and duly recorded as long as the Developer owns any lot, or land in or adjacent to the Subdivision (including the right to add additional lands to be subject to this Indenture). Any such alteration, amendment, change, modification, cancellation, or addition shall not become effective until duly executed and recorded in the office of the Recorder of Deeds in Franklin County, Missouri.

IN WITNESS WHEREOF, the Grantor and Trustees have hereunto executed this Indenture the day and year first above written and the Trustees by affixing their signatures hereto signify their acceptance of the trusts herein.

FRANKLIN COUNTY LAND & CATTLE CO., LLC

By: _____
Kurt J. Unnerstall, Member

By: _____
Gregory E. Hoberock, Member

ACCEPTED:

BOARD OF TRUSTEES

By: _____
Kurt J. Unnerstall
"Trustee"

By: _____
Gregory E. Hoberock
"Trustee"

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this ____ day of _____ 2022, before me appeared Kurt J. Unnerstall, to me personally known, who, being by me duly sworn, did say that he is a Member of Franklin County Land & Cattle Co., LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said company, by authority of its Members, and he acknowledged said instrument to be the free act and deed of said company.

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

Notary Public, State of Missouri
Commissioned in _____ County
Commission # _____

My Commission Expires:
_____.

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this ____ day of _____ 2022, before me appeared Gregory E. Hoberock, to me personally known, who, being by me duly sworn, did say that he is a Member of Franklin County Land & Cattle Co., LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said company, by authority of its Members, and he acknowledged said instrument to be the free act and deed of said company.

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

Notary Public, State of Missouri
Commissioned in _____ County
Commission # _____

My Commission Expires:
_____.

EXHIBIT A

HAMILTON CREEK ESTATES