



RIVERBEND RESOLUTION NO. 20220824-03

**AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO ENTER INTO AN
INTERLOCAL AGREEMENT WITH THE CITY OF MAUD, TEXAS FOR CERTAIN
WASTEWATER SERVICES**

WHEREAS, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, the City of Maud, Texas formed in 1941 is a General Law Municipality operating under an aldermanic form of government consisting of a mayor and five aldermen in accordance with applicable state statutes, serving a current population of 1,056 residents based on the most recent 2010 Census; and

WHEREAS, the City of Maud, Texas has a need for certain wastewater services to support its wastewater treatment facility; and

WHEREAS, Riverbend Water Resources District provides certain needed services and is fully qualified and certified to perform these services; and

NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and is hereby authorized to enter into an interlocal agreement to provide certain wastewater services to the City of Maud, Texas on terms substantially the same as attached hereto and further reviewed by general counsel.

PASSED and APPROVED this 24th day of August 2022



Tina Veal Gooch, President

ATTEST:



Fred Milton, Secretary

Attached: Services Contract-City of Maud

**INTERLOCAL AGREEMENT FOR
WASTEWATER SYSTEM OPERATIONS AND
MAINTENANCE SERVICES**

This Interlocal Agreement for Wastewater System Operations and Maintenance Services (this “Agreement”) is entered into and effective on the 1st day of October, 2022 (the “Effective Date”) between Riverbend Water Resources District (“Riverbend”), a political subdivision of the State of Texas, and City of Maud, a general law city incorporated under the laws of the State of Texas (“City”), each acting by and through its undersigned, duly authorized representatives. Riverbend and City may be individually referred to as “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Texas Legislature has authorized the formulation of interlocal cooperation agreements between and among governmental entities pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended;

WHEREAS, City owns and operates a wastewater treatment and distribution system within its corporate boundaries; and

WHEREAS, Riverbend provides wastewater operation and maintenance services;

WHEREAS, the Parties have determined that it would be advantageous for Riverbend to manage, operate, and maintain City’s wastewater collection facilities;

WHEREAS, the governing bodies of each Party find that the undertaking is necessary for the benefit of the public, is in the common interest of both Parties and that each Party has the legal authority to provide such service;

WHEREAS, the covenants and promises set forth in this Agreement constitute adequate consideration to each Party; and

WHEREAS, the Parties, in paying for the performance of governmental functions or in performing such governmental functions pursuant to this Agreement shall make payments therefor only from current revenues legally available to such Party.

Therefore, for and in consideration of the premises, and the mutual agreements set forth below, Riverbend and City agree as follows:

AGREEMENTS

**ARTICLE I.
WASTEWATER OPERATIONS AND MAINTENANCE SERVICES**

1.1 Generally. Riverbend will perform the following services as an independent contractor:

- a. the operation, maintenance and repair of City’s wastewater collection system as

reasonably necessary to meet the demand for wastewater collection by City's customers and conveying such wastewater to [the City's] treatment facility for the treatment of domestic wastewater;

- b. routine preventive maintenance of the City's wastewater collection facilities;
- c. laboratory testing and analysis; and
- d. preparation and prompt delivery of all applicable and required filings, including discharge reports, to City and to regulatory agencies as prescribed by applicable law.

1.2 Regulatory Requirements. The term "routine", as used herein with respect to regulatory reports, laboratory analyses or tests, or other requirements imposed by governmental entities with jurisdiction over wastewater systems, means reports, analyses or tests that are customary or required by applicable law and regulations as of the Effective Date of this Agreement. If reporting, analysis, or testing requirements increase during the term of this Agreement, these increased reporting, analysis, or testing requirements will not be deemed routine and will be subject to an additional charge under this Agreement to cover the increased cost. City will comply with all applicable laws and state regulations pertaining to the management, ownership, operation, maintenance, repair and replacement of its wastewater system to the extent that the responsibility of such compliance is not specifically assumed by Riverbend under the terms of this Agreement. Riverbend shall not be responsible for City's failure to comply with any provision of state law or regulation that is not specifically assumed by Riverbend hereunder.

1.3 Maintenance and Repair. The term "routine", as used with respect to maintenance and repair, means work performed to assure or extend the useful life of the wastewater plant equipment that does not require specialized skills or tools, and is performed at regular intervals. Routine maintenance will be provided as part of the Basic Services as specified in Article III.

1.4 Licenses, Permits, and Approvals. Riverbend will obtain and maintain in effect, at all times during the term of this Agreement, all local, state, and federal licenses, permits, registrations, and other approvals necessary for performing its obligations under this Agreement.

1.5 Staffing. Riverbend will provide qualified personnel to provide the services required under this Agreement. All employees of Riverbend will readily identify themselves when communicating with City's customers and the general public. Maintenance and operations personnel will wear distinctive clothing identifying themselves as employees of Riverbend.

1.6 Governmental Entities. Riverbend will respond to any inquiries, inspections, or routine reporting requirements of state agencies with jurisdiction over wastewater operations.

1.7 System Monitoring and Response. Riverbend will:

- a. Maintain 24-hour-per-day telephone dispatch service, with qualified personnel available to respond in the event of an emergency related to City wastewater services or the Plant; provided, however, that such 24-hour-per-day availability and monitoring does not include responses to emergencies.

- b. Monitor any computer or automatic dialing telephone alarm systems installed at any of the wastewater facilities which are programmed to call Riverbend's 24-hour-per-day telephone dispatch service.

1.8 Operations. Riverbend will perform the following routine operations at the Plant:

- a. Provide the personnel, vehicles, equipment, and hand tools necessary for the routine operation and maintenance of City's wastewater plant.
- b. Provide a licensed operator to operate the Plant five (5) days per week and to perform all inspections, tests, sampling and laboratory analyses required by any governmental authorities with jurisdiction or by this Agreement; provided, however, that regulatory requirements not considered to be routine, applicable to City, or in effect as of the date of this Agreement will be billed as additional cost.
- c. Operate the Plant in accordance with all applicable rules and regulations, ordinances and laws, as the same may be amended from time to time.
- d. Provide for sludge removal and disposal.
- e. Provide a monthly operations report relating to the Plant that includes the following information:
 - i. State and/or federal wastewater discharge reports;
 - ii. Correspondence to regulatory authorities as appropriate; and
 - iii. Average daily wastewater flows.
- f. Collect routine wastewater samples and provide routine certified laboratory tests to meet any applicable Texas Commission on Environmental Quality TCEQ and Environmental Protection Agency ("EPA") requirements and maintain all test results. TCLEP and BUSSA tests will be performed on an as-needed basis, for an additional charge.
- g. Prepare and submit all routine operational and/or regulatory reports required by state agencies.
- h. Provide payment for routine chemicals and bacteria required for operation.

1.9 Records, System Maintenance and Repair.

- a. Inventory and maintain a listing of all Plant equipment, including manufacturer's model and serial numbers, motor frame numbers, date of purchase or installation and other data necessary to provide information useful or necessary in connection with the maintenance, repair or replacement of such equipment.
- b. Establish a scheduled maintenance program for all equipment and Plant facilities utilizing the equipment manufacturers' recommendations to generate recommended maintenance schedules for all such equipment. All data relating to the Plant and equipment will be the property of City.
- c. Perform all routine maintenance, including, but not limited to, routine cleaning, lubrication and adjustment of equipment, cleaning or replacement of filters, replacement of light bulbs and belt adjustments required pursuant to the scheduled

maintenance program established in accordance with the preceding subparagraph, and record all equipment serviced and the procedures and supplies utilized in order to provide an up-to-date history of all service, maintenance and replacements. All supplies needed for such routine maintenance is included in the Standard Monthly Payment under Section 3.2.

- d. Notify City as soon as is practical of any major equipment failures, breakdowns, power outages, or necessary non-routine maintenance of the Plant facilities or equipment. Subject to prior approval of City or its designated representative, and at City expense, arrange for and coordinate the repair or replacement of the affected equipment in a timely manner, and in accordance with Article IV.
 - e. Inspect the Plant regularly, maintain a written inspector-certified log of each inspection reflecting the date and time of each inspection, the personnel performing the inspection, and any action taken, as part of the permanent records.
 - f. Make general observations of Plant equipment and operations and make recommendations for repair and/or replacement.
- 1.10 Excluded Matters. Notwithstanding any provision herein to the contrary, and to the extent authorized by law, Riverbend will not be liable for any damages caused by catastrophic failures of the City's facilities, system, or equipment, including but in no way limited to sanitary sewer overflows, tank failures, system construction, or damages caused by individuals not associated with Riverbend. It is further understood and agreed that Riverbend will not be liable for any costs or damages caused by violations of any rules, regulations, terms or provisions related to pretreatment standards or wastewater discharge parameters unless such violations are directly caused by the intentional or willful acts of Riverbend.
- 1.11 City's Obligations. City will assist Riverbend in the performance of its services as an independent contractor as follows:
- a. Timely remit payment to Riverbend as provided under section 3.2 of this Agreement for its services.
 - b. Timely cooperate with any requests from Riverbend for information, documents, notices, actions or other such matters to assist in the performance of its services.
 - c. Timely implement any improvements, systems, equipment or measures deemed necessary by Riverbend for the performance of its services and to maintain compliance with local, state & federal regulations and guidelines.

ARTICLE II. ADDITIONAL SERVICES

- 2.1 Non-routine Services. The term "non-routine", as used herein with respect to maintenance or repair, will mean work performed to extend the useful life of City facilities and equipment that is not part of the standard daily operations of City's facilities, but which work requires specialized skills and tools and is performed at irregular intervals.

All non-routine, non-emergency maintenance and repair services of a non-emergency nature

estimated to exceed \$1,000.00 must be approved by City or its designated representative prior to initiation. Riverbend will use reasonable efforts to schedule or perform all maintenance and repair services during normal working hours. Fees charged by Riverbend to City for services and equipment used to perform non-routine maintenance or repair services or other services which are requested by City in addition to routine services will be billed in accordance with Section 3.2.

- 2.2 Additional Services. Except in connection with an emergency, the Parties shall agree upon a price for any additional services deemed non-routine to be provided by Riverbend prior to delivery of the additional services. By way of example, the following items are considered to be additional services: (a) expenses resulting from a change in the scope of Services or physical change(s) to the City's facilities, infrastructure and equipment; (b) expenses resulting from a change of law; (c) all repairs necessitated by the occurrence of a disabling event qualifying under the definition of Force Majeure in Section 5.13 or shutdown of facilities; (d) special, additional or extraordinary expenses incurred by Riverbend in providing an emergency response following the occurrence of a disabling event qualifying under the definition of Force Majeure in Section 5.13 or shutdown of facilities; (e) expenses related to municipal or private surveillance and alarm monitoring by third party vendors; (f) professional engineering fees; (g) replacement of mechanical seals, alignment of high speed shafts or couplings, and rebalancing of pump impellers; (h) any and all non-routine repairs and maintenance costs in excess of the limit set forth in Section 2.1(a); and (i) any cost for each and every other obligation assumed by Riverbend pursuant to this Agreement, even if not specifically delineated in this section.
- 2.3 Emergency. In the event of an emergency, Riverbend will have the authority to act without special instruction or authorization from City in order to prevent or minimize damage, injury or loss resulting from the emergency.

ARTICLE III. TERM, TERMINATION & COMPENSATION

- 3.1 Term and Termination.
- a. Term. The term of this Agreement will begin on the Effective Date and will end at 11:59 p.m., Central Standard Time, on September 30, 2027 (the "Term"). After expiration of the Term, this Agreement shall automatically renew for successive five (5) year periods unless cancelled in writing by either Party at least twelve (12) months prior to the expiration of the then-current term.
- b. Termination. Either party (a "Terminating Party") may terminate this Agreement due to a material breach or failure to perform to the standards set forth in this Agreement (a "Default") by the other party (a "Defaulting Party"), provided that the Terminating Party first gives written notice of such breach or failure to perform to the Defaulting Party and extends that party 30 days from the date of the notice to cure the breach or correct the failure (a "Cure"). During this Cure period, any non-essential obligations or services shall be suspended. If the Defaulting Party fails to Cure the default to the satisfaction of the Terminating Party, in the

Terminating Party's sole and absolute discretion, the Agreement will terminate at the end of the 45-day cure period. A termination of this Agreement prior to the end of the Term will not affect any payments owed to Riverbend incurred prior to the effective date of the termination. The City's payment obligations to Riverbend are considered an essential obligation for purposes of this section 3.1(b) as well as section 5.8.

- c. Return of Records and Final Payments. Upon termination of this Agreement, for any reason, Riverbend agrees to immediately turn over all books, records, other Plant property to City. Upon termination, City will pay Riverbend any compensation due under the terms of this Agreement up to the date of termination, prorated for less than a full month, if necessary, together with any unpaid expenses incurred by Riverbend and payable by City under this Agreement.
- d. Training. In the event of termination of this Agreement under paragraph (a) of this Section, Riverbend will train City in the operation of the system for a three-month period provided City is not in default of its payment obligations under this Agreement. Riverbend will be compensated at the Standard Monthly Payment rate for such training.

3.2 Compensation.

- a. Standard Monthly Payment. As compensation for the routine services provided by Riverbend, City shall pay to Riverbend a monthly payment (the "Standard Monthly Payment") in the amount of \$9,583.33. The Standard Monthly Payment is a cost estimate for Riverbend's operational costs plus a 12 percent (12%) administrative fee subject to true-up for over-recovery or under-recovery as provided in section 3.2(e).
- b. Additional Payment. If non-routine services are required, those services will be subject to payment of an additional fee negotiated by the Parties before the services are provided. Expenses incurred by Riverbend that are non-routine costs for par
- c. Invoicing. Riverbend will send monthly invoices to City for all services provided in the previous calendar month. All monthly invoices will include an accounting statement showing the standard monthly payment and any additional charges for items not included in the standard monthly payment or reimbursement for expenses. All monthly payments are due to Riverbend not later than the 20th day of each calendar month during the term of this Agreement.
- d. Late Payments. Any and all late payments due to Riverbend shall accrue interest at the rate set by the Texas Prompt Payment Act, from the original due date and until payment is received.
- e. True up. Riverbend shall annually review its official audit to conduct a "true-up" review for the year to which the audit applies to determine whether there was any over-recovery or under-recovery of its operational costs which will include a twelve percent (12%) administrative fee during that fiscal year in relation to City's Standard

Monthly Payment annualized for the applicable year. Any over-recovery or under-recovery of costs shall be carried over as a credit or debit to City or Riverbend, as applicable. Said credit or debit shall be applied to City's Standard Monthly Payment such that the credit or debit shall be extinguished by the end of the then current calendar year.

- 3.3 Reimbursement of Expenses. All items and equipment not specifically set forth in Article III. that are required to operate and maintain the Plant in accordance with state and federal regulations shall be billed as reimbursement in addition to the standard compensation for services set forth in Section 3.2, and as set forth herein. Such expenses may include, but are in no way limited to, additional, non-routine testing required by state or federal agencies, replacement of parts, costs incurred from outside vendors, any construction required for plant operation, and all expenses set forth in Article IV. Riverbend's administrative costs have been included in calculating the compensation to be paid and, therefore, these expenses will be borne as a part of its Standard Monthly Payment. Where this Agreement provides that any expense is to be borne by City, the actual cost of supplies, equipment, materials, subcontractors, and specialized equipment rental necessary for the performance of Riverbend's duties will be invoiced to City without surcharge.
- 3.4 Change in Scope or Law. In the event of a change in scope or Change of Law which results in the necessity for either an increase or decrease of ten percent (10%) or more in Riverbend's cost of providing the services hereunder, one Party may provide notice to the other Party in accordance with Section 5.4 and the Parties shall negotiate in good faith to adjust the Standard Monthly Payment to account for such change in Riverbend's costs. If the Parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then this Agreement may be terminated upon a 120-day notice by either Party.
- 3.5 Taxes, Licenses, Penalties & Assessments. City shall pay all property, ad valorem, franchise, sales, use, excise, gross receipts, transaction privilege or other taxes, if any, associated with the ownership, operation and maintenance of its wastewater infrastructure, property, and facilities, other than taxes imposed on Riverbend's net income or payroll. City shall also pay all fees due for licensure through any local, state or federal agency, as well as any penalties or assessments imposed by any such agency relating to its wastewater system. City shall pay directly or reimburse Riverbend for any such expenditures that Riverbend may be required to pay under applicable law, including without limitation, any and all sales, use, gross receipts and/or transaction privilege taxes due in connection with or as a result of Riverbend's purchase, consumption, or use, in performing the services hereunder, of tangible personal property and/or subcontracted services; and relative to licensure and the payment of any penalties or assessments on behalf of City.

ARTICLE IV. INSURANCE & CLAIMS

- 4.1 Insurance.
- a. Riverbend will, at its sole expense, purchase and maintain in effect at all times during the term of this Agreement, insurance coverage with limits not less than

those specified below, with insurers licensed to do business in the State of Texas:

- i. Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
 - ii. Workers Compensation Insurance in compliance with the statutes of the State of Texas for Riverbend's employees engaged in the performance of Services hereunder, to the required statutory amount; and
 - iii. Automobile Liability Insurance with a combined single limit in the amount of one million dollars (\$1,000,000).
- b. Riverbend will provide City with a Certificate of Insurance naming City as an additional insured within thirty (30) days of the Effective Date.
 - c. None of the requirements of this Agreement with regard to insurance will limit, qualify, or quantify the obligations and liabilities of Riverbend under this Agreement or with respect to the services provided by Riverbend under this Agreement.
- 4.2 City Insurance. City will maintain all risk property insurance for the full replacement value of the its wastewater facilities, including coverage for flood and losses resulting from certified and non-certified acts of terrorism.
- 4.3 Claims. Riverbend is not acquiring any claims pending against City, including but not limited to lawsuits, administrative actions, complaints or investigations.

ARTICLE V. MISCELLANEOUS

- 5.1 Independent Contractor. It is understood and agreed that Riverbend is retained as and will serve under this Agreement in the capacity of an independent Contractor. Riverbend will be responsible for hiring and compensating any personnel which Riverbend deems necessary or appropriate in carrying out its duties hereunder.
- 5.2 Standard of Care. The services provided under this Agreement are of a professional nature and shall be performed in accordance with the degree of skill and care ordinarily exercised by members of the wastewater operations and maintenance profession in the geographic region of Riverbend and the City.
- 5.3 Entire Agreement and Assignment. This Agreement constitutes the entire agreement of the Parties. Neither Party may assign this Agreement or any portion hereof without receiving the prior written consent of the other Party.
- 5.4 Notices. All notices given under this Agreement must be in writing and must be personally delivered or dispatched by United States certified mail, postage prepaid, return receipt requested, to the addresses shown at the end of this Agreement. Either party may change the address to which notice is to be addressed by giving notice in writing to the other party of the change. Any time limitation provided for in this Agreement will commence with the date that the party actually receives written notice, and the date of postmark of any return

receipt indicating the date of delivery of notice to the addressee will be conclusive evidence of receipt.

- 5.5 Amendments. No subsequent alteration, amendment, change, deletion or addition to this Agreement will be binding unless made in writing and signed by both Parties.
- 5.6 Applicable Law and Venue. This Agreement will be construed under and in accordance with the laws of the State of Texas. Venue shall lie in Bowie County, Texas.
- 5.7 Recitals. All of the above recitals are incorporated and made a part of this Agreement.
- 5.8 Disputes. Each Party agrees that prior to filing a lawsuit or an administrative complaint with a regulatory agency on an issue related to the terms of this Agreement, the Party will submit the dispute to non-binding mediation, with each Party its own costs of participation. This provision survives termination of this Agreement. During resolution of any dispute under this section, the Parties shall each continue to perform all of their respective essential obligations under this Agreement without interruption or delay.
- 5.9 Construction. Whenever used herein the singular number shall include the plural and the plural number shall include the singular. Whenever used herein the masculine gender shall include the feminine and neuter genders and the neuter gender shall refer to any gender. Section headings used in this Agreement are intended for convenience only and not necessarily to describe the intent of a particular Section and therefore shall not be construed as limiting the effect of any provision of this Agreement. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumptions or principle that the language herein is to be construed against any Party shall not apply.
- 5.10 Severability. The provisions of this Agreement are severable, and if any provision or part herein or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.
- 5.11. Waiver. No failure on the part of either Party to this Agreement to require the performance by the other of any portion of this Agreement shall in any way affect either Party's right to enforce such provision, nor shall any waiver by either Party be taken or held to be a waiver of any other provision. No rights under this Agreement may be waived and no modification or amendment to this Agreement may be made except by separate written agreement executed by both Parties.
- 5.12 Designated Representatives. On or before the Commencement Date, the Parties shall each designate one or more authorized representatives (each an "Authorized Representative") to administer this Agreement. Either Party to this Agreement shall provide written notice to the other Party of any change to the Authorized Representative no less than fifteen (15) days prior to said change.

- 5.13 Force Majeure. Except for an obligation of payment, a Party shall be excused for the period of any delay in the performance of an obligations hereunder when prevented from doing so by cause or causes beyond a Party's absolute control, which shall include, without limitation, all labor disputes, civil commotion, civil disorder, riot, civil disturbance, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, orders, moratoriums or controls, fire or other casualty, or act of God.
- 5.14 No Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership or joint venture.
- 5.15 No Third Party Beneficiary. The Parties agree that the Agreement only affects matters between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity.
- 5.16 Assignment. This Agreement shall be binding upon the successors and assigns of each of the Parties, but neither Party shall assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Nothing contained in this section shall be construed to release either Party for the acts performed by such Party prior to assignment in the event of an assignment of either Party's interest.
- 5.17 Multiple Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 5.18 Survival. Termination or expiration of this Agreement shall not release either Party from any liabilities or obligations set forth in this Agreement which (i) the Parties have expressly agreed shall survive any such termination or expiration; or (ii) remain to be performed or by their nature would be intended to be applicable following such termination or expiration.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED on the date or dates indicated below, to be effective as of the Effective Date:

RIVERBEND:

**RIVERBEND WATER RESOURCES
DISTRICT**

By: Kyle Dooley, Executive Director

Date: _____

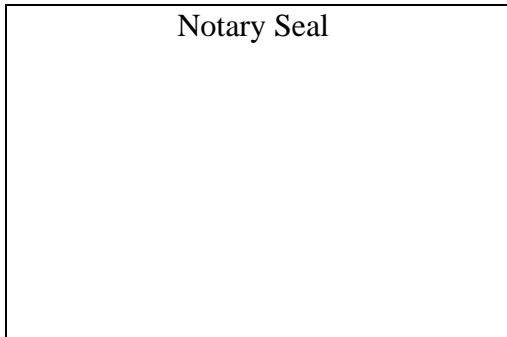
Address: 228A Texas Avenue
New Boston, TX 75570

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF BOWIE

I certify that I know or have satisfactory evidence that Kyle Dooley is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of Riverbend Water Resources District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

**CITY:
CITY OF MAUD**

By: Jimmy Clary, Mayor

Date: _____

Address: _____

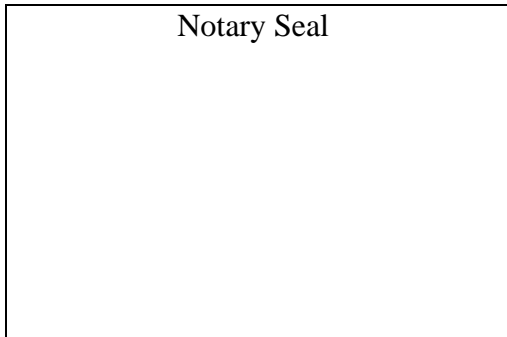
ATTEST: _____
By: Jimmy Clary, Mayor

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF BOWIE

I certify that I know or have satisfactory evidence that Jimmy Clary is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Mayor of the City of Maud, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____