

charge is ___\$ 50.00____. This covenant concerning said real estate and the enjoyment, use and benefits thereof shall be deemed to run with the land and non-payment of the annual charges shall be a lien thereon.

UTILITIES COVENANT

The grantees, for themselves, their heirs, personal representatives, administrators, executors, successors and assigns, understand and agree that the utilities have not been installed in all of the lots in Plat No. 3.

After the water system becomes available to grantees, the grantees, for themselves, their heirs, personal representatives, administrators, executors, successors and assigns, hereby agree to pay the water service connection fee charged by Terre du Lac Utilities Corporation, as approved and regulated by the Public Service Commission of the State of Missouri ("P.S.C."). Payment of this fee shall be made by grantees at the time of their request for the connection of the water service line from the main line to the grantees property line. Grantees hereby agree to pay the continuing water use charges, as approved and regulated by the P.S.C., accruing from the date of connection of the water system to their property line.

After the sewer system becomes available to grantees, the grantees, for themselves, their heirs, personal representatives, administrators, executors, successors and assigns, hereby agree to pay the sewer service connection fee charged by Terre du Lac Utilities Corporation, as approved and regulated by the P.S.C. Payment of this fee shall be made by grantees at the time of their request for the sewer system service. Grantees, for themselves, their heirs, personal representatives, administrators, executors, successors and assigns, hereby agree to pay the continuing sewer use charges, as approved and regulated by the P.S.C., accruing from the date of either the installation of a temporary sewer system, or the connection of the central sewer system whichever is the first to occur. Once the central sewer system becomes available to the grantees, grantees, for themselves, their heirs, personal representatives, administrators, executors, successors and assigns, hereby agree to connect the sewer line from their temporary treatment facility to the central sewer system.

It is understood and agreed that all sums and charges due as provided for in these utility covenants shall be deemed to run with the land and non-payment thereof shall become liens against the real property described herein.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said part of the Second Part, and unto their

Heirs and assigns, forever, the said **TERRE DU LAC, INC.** covenants that it will **WARRANT AND DEFEND** the title to the said premises unto the said part of the Second Part, and unto Heirs and assigns, FOREVER, against the lawful claims of all persons whomsoever; EXCEPTING, however, all of the above restrictions, mineral rights and reservations of the records, limitations, uses, covenants and conditions; and except taxes for the year 2013 and thereafter.

IN WITNESS WHEREOF, the said Terre du Lac, Inc. has caused these presents to be signed by its President and its corporate seal, attested by its Secretary to be hereto affixed, this day of _____, 2015.

TERRE DU LAC, INC.

by: _____
James O. Kwon, President

Attest: _____
Geneva R. Cseak, Secretary

STATE OF MISSOURI)
COUNTY OF ST FRANCOIS) **On the day of , 2015, before me**

Appeared

James O. Kwon

to me personally known, who, being by me duly sworn, did say that he is President of Terre Du Lac, Inc., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporation seal of said corporation, and said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors and said James O. Kwon acknowledged said instrument to be the free act and deed of said corporation.,

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State the day and year above written.

_____Notary Public

My Commission expires:_____