Bill No. **4929**

Requested by: Michael Hurlbert

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") TO FUND 100% OF THE PROJECTED TOTAL COSTS OF ACQUIRING THREE RESIDENTIAL STRUCTURES SUSTAINING SEVERE AND REPETITIVE LOSS IN FLOOD-HAZARD ZONES OF UNINCORPORATED ST. CHARLES COUNTY, AND FURTHER AUTHORIZING THE COUNTY EXECUTIVE OR HIS DESIGNEE TO EXECUTE DOCUMENTS AND PERFORM ACTS THAT MAY BE REQUIRED FOR PURCHASING AND DEMOLISHING THOSE STRUCTURES

WHEREAS, the Missouri State Emergency Management Agency ("SEMA") as grantee operates the FEMA's Flood Mitigation Assistance Grant Program ("the Program") in Missouri; and

WHEREAS, the Program funds mitigation efforts such as the acquisition and demolition of structures in flood-hazard areas sustaining severe and repetitive loss and therefore at risk for further damage due to flooding, subject to certain requirements; and

WHEREAS, pursuant to Section 135.410 of the Purchasing Policy of St. Charles County, the Department of Community Development applied for funding under the Program for 100 percent of the estimated project costs to acquire and demolish certain residential structures sustaining severe
and repetitive loss located in unincorporated St. Charles County; and

WHEREAS, before applying for the grant identified above, representatives of the Department of Community Development obtained Voluntary Transaction Agreements from owners of the properties mentioned above authorizing the County to access information relating to owners' financial affairs to verify ownership and develop an accurate buyout offer and acknowledging notice that the County may seek to acquire their properties through a voluntary acquisition program; and

WHEREAS, FEMA has approved the grant application identified above to acquire and demolish three residential structures sustaining severe and repetitive loss located at 536 Dardenne Drive, 905 El Camino Drive, and 7240 Portage Road; and

WHEREAS, pursuant to Section 135.410 of the Purchasing Policy of St. Charles County, it is necessary to accept those awards by ordinance authorizing the County Executive or his designee to execute SEMA's Funding Approval and Grant Agreement as subgrantee under FEMA's grant FEMA-DR-4451-MO, Project #0012; and

WHEREAS, Section 70.220, Revised Statutes of Missouri (RSMo), authorizes an intergovernmental agreement between SEMA and St. Charles County for the purposes herein set out; and

WHEREAS, it is also necessary to authorize the County Executive or his designee to execute other documents and agreements
that may be necessary to operate the acquisition and demolition program funded by this grant.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The County Executive or his designee is hereby authorized to execute SEMA's Funding Approval (executed by SEMA's Director on 02-02-2021) for FEMA Grant Number FEMA-DR-4451-MO, Project #0012, in the amount of $477,099.00. A copy of that Funding Approval is attached hereto as EXHIBIT A and incorporated herein by reference.

Section 2. The County Executive or his designee is hereby authorized to execute SEMA's Grant Agreement (executed by SEMA's Director on 02-02-2021) for FEMA Grant Number FEMA-DR-4451-MO, Project #0012. A copy of that Grant Agreement is attached hereto as EXHIBIT B and incorporated herein by reference.

Section 3. As further provided in Sections 4 and 5 below, the County Executive or his designee is hereby authorized to execute all documents and perform all acts required for St. Charles County's acquisition by voluntary transactions and the demolition of the residential structures sustaining severe and repetitive loss located on the following properties:

1) 536 Dardenne Drive (tax ID 5-0059-4264-00-0011.0000000, and tax ID 5-0059-4076-00-0025.0000000); and
2) 905 El Camino Drive (tax ID 5-0034-4333-00-000H.0000000); and

3) 7240 Portage Road (tax ID 5-0088-0008-00-0003.2000000).

Section 4. The documents and acts authorized in Section 3 shall include (but not be limited to) those necessary to:

1. Engage the services of appraisers, title companies, and demolition contractors; and

2. Enter into purchase contracts with property owners; and

3. Accept and record deeds and deed restrictions substantially conforming to EXHIBIT C, attached hereto and incorporated by reference.

Section 5. All costs of acquiring and demolishing the structures identified above shall be paid from the proceeds of the grant received as authorized by this ordinance and shall not exceed the total amount of those grants, or $477,099.00.

Section 6. Compliance with all terms of the grant agreements authorized by this ordinance shall be the responsibility of the Director of Community Development.

Section 7. This ordinance shall be in full force and effect from and after the date of its passage and approval.
DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

COUNTY REGISTRAR

Comm Dev. Authorize acceptance of FEMA Grant and voluntary purchase for flood hazard zones v2.2-21.C
February 2, 2021

Mr. Michael Hurlbert, Director
Community Development
St. Charles County
201 N. Second Street
St. Charles, Missouri 63301

Re: St. Charles County DR-4451 HMGP Buyout Project, Federal Grant # FEMA-DR-4451-MO (Project # 0012)

Dear Mr. Hurlbert:

We are pleased to inform you that the Federal Emergency Management Agency (FEMA) has approved HMGP funding for St. Charles County to acquire three flood prone properties. Specifically, $357,824.25 in Federal funds is now available for the completion of this project. The non-Federal 25% cost share to be provided by St. Charles County is $119,274.75 for a total estimated cost for the project of $477,099.00.

Please print two copies of both the Funding Approval Form and the Grant Agreement, which are enclosed for your signature, and return all copies by mail to SEMA. Once SEMA has received the signed Grant Agreements and Funding Approval Forms we will obtain the required SEMA signatures and provide signed copies for your records. When you receive the fully signed documents, the project may begin.

We look forward to working with you and your staff. If you have any questions, please contact Corrine Beakley, your SEMA assigned grant manager, at (573) 526-9265.

Sincerely,

Heidi Carver
State Hazard Mitigation Officer

IIC/cb
enclosures
Missouri State Emergency Management Agency
Hazard Mitigation Grant Program (HMGP)
Buyout Funding Approval Form
FEMA-4451-DR-MO-0012

**Name and Address of Recipient:**
Missouri State Emergency Management Agency
2302 Militia Drive
Jefferson City, Missouri 65101

**Name and Address of Subrecipient:**
St. Charles County
201 N. Second Street
St. Charles, Missouri 63301
**DUNS:** 8775541

**Disaster Number:**
FEMA-DR-4451-MO
Project # 0012

**CFDA Number:**
97.039

**Grant Award Date:**
February 1, 2021

**Anticipated Project Completion Date:**
February 1, 2023

**Non-Federal Match Source (25% Cost Share):**
St. Charles County will provide the 25% local non-Federal match of cash in the amount of $119,274.75.

**Project Description:**
The project will incorporate the purchase of 3 flood inundated properties in order to demolish and keep the properties in perpetual non-construction status. (536 Dardenne Drive and 905 El Camino Drive, St. Charles, Mo. and 7240 Portage Road, Portage Des Sioux, Mo.)

**Budget**

<table>
<thead>
<tr>
<th>Description</th>
<th>Federal Award</th>
<th>Non-Federal Share</th>
<th>Total Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Funds:</td>
<td>$357,824.25</td>
<td>$119,274.75</td>
<td>$477,099.00</td>
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<tr>
<td>Total Funds Awarded:</td>
<td>$357,824.25</td>
<td>$119,274.75</td>
<td>$477,099.00</td>
</tr>
</tbody>
</table>

**Signature of Authorized Representatives:**

Michael Hurlbert, Director, Community Development
St. Charles County

Ronald C. Broxton, Manager Recovery Division
Missouri State Emergency Management Agency
Missouri State Emergency Management Agency
Hazard Mitigation Grant Program (HMGP)
Flood Buyout Project Grant Agreement
FEMA-DR-4451-MO, Project #0012

This grant agreement is made by and between the Missouri State Emergency Management Agency (SEMA), herein called the State and the St. Charles County herein called the Sub-recipient.

In reliance upon and in consideration of the mutual representations and obligations hereunder, the State and the Sub-recipient agree as follows:

1. The State and Sub-recipient agree to accept responsibility for adherence to this Agreement.

2. The Sub-recipient agrees that any and all such amount of local funds, donations or in-kind (force account) services or materials shall be equal to or greater than 25% of the total project costs as follows:
   (a) The Sub-recipient agrees to provide up to the full 25% of the non-Federal match for this grant’s buyout project.
   (b) Where feasible, any matching non-cash in-kind (force account) services and supplies, equipment and/or material contributions made by the Sub-recipient directly in support of the grant project must be documented for possible future inspection in accordance with SEMA’s A Local Officials Guide to Managing A Hazard Mitigation Grant Program Construction Project and reported to the state. In this circumstance, the following documentation is required:
      -Record of donors or governmental entities; dates, times, hourly rates and dollar values of services performed; copies of notices, attendance rosters and minutes or project meetings and work sessions; and the costs of any supplies, equipment and/or materials expended by said donors or governmental entities (excepting elected official salaries are not allowable/eligible expenses for match)
   (c) Also where applicable and feasible, any matching cash contributions that are received by the Sub-recipient and earmarked for and expended or used directly in support of the grant’s buyout project must be documented and reported to the state. In this circumstance, the following documentation is required:
      -Record of donor, dates, amounts, and slips of deposit.

3. The Sub-recipient agrees that any proposed activity budget variances (from the Funding Approval form) in excess of the amount of this Agreement shall be approved by the Sub-recipient’s governing body and subsequently by the State in writing prior to any obligation of funds for such activity.

4. The Sub-recipient agrees to complete the project in its entirety in accordance with the Scope of Work as included in the original project application, and within its established budget as indicated in the Funding Approval form unless amended in writing by the agreement of all parties.
5. The (applicant) sub-recipient shall not contract with any entity identified on the General Services Administration System for Award Management (SAM) [https://www.sam.gov/SAM](https://www.sam.gov/SAM) Excluded Parties List (Debarred List) or the Missouri State Attorney General’s Know MO web Link: [https://ago.mo.gov/app/search](https://ago.mo.gov/app/search)

6. Procurement by noncompetitive proposals: Sub-recipient must follow 2 CFR Part 200.320 (f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply: (1) The item is available only from a single source; (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or (4) After solicitation of a number of sources, competition is determined inadequate.

7. The Sub-recipient agrees to provide SEMA the name and contact information for the Project Manager.

8. The Sub-recipient agrees to use contracting procedures acceptable to the State.

9. The Sub-recipient agrees to provide SEMA **Monthly** Progress Reports by the 10th of each month.

10. The Sub-recipient agrees to implement the project in accordance with the milestones identified in the application work schedule. Should the Sub-recipient determine that any milestone will not be met; the Sub-recipient will contact the State Emergency Management Agency to request approval to revise the work schedule accordingly.

11. The Sub-recipient agrees to comply with any and all guidance provided by the State in regards to this grant to include the *Local Officials Guide to Managing a Hazard Mitigation Grant Program Construction Project* guidebook along with the applicable *Hazard Mitigation Assistance Unified Guidance*.

12. The Sub-recipient agrees that the remediation of any hazardous materials discovered during the completion of this project is the sole responsibility of the Sub-recipient. The Sub-recipient must follow all Federal and State regulations. SEMA and FEMA will not contribute any resources or accept any liability associated with the required remediation.

13. The Sub-recipient agrees that any Federal funds remaining from the allocation indicated in the Funding Approval form after the project has been completed shall be returned to the State if they have been drawn to the Sub-recipient’s local depository, or canceled if such funds have not been drawn.


15. The Sub-recipient agrees that the State and FEMA officials shall have full access to any documents or materials relating to this Agreement at any reasonable time.
16. The Sub-recipient agrees that all funds received under this Agreement shall be held and used by the Sub-recipient for the purpose of accomplishing this project only and that none of the funds so held or received shall be diverted to any other use or purpose.

17. The Sub-recipient agrees that any material prepared by the Sub-recipient or persons or firms employed, or contracted, or otherwise assigned by the Sub-recipient shall be subject to free, unrestricted use by SEMA.

18. The Sub-recipient agrees that any approval of contracts, sub-contracts, material or service orders, or any other obligation by the Sub-recipient or their agents shall not be deemed an obligation by the State, and the State shall not be responsible for fulfillment of the obligations of the Sub-recipient.

19. Advance Payment Request Requirements:

**Advance Payment:** For the purposes of this Grant Agreement, advance payment is defined as funds given to a sub-recipient in advance of the sub-recipient incurring the debt. For example, if a sub-recipient requests advance payment prior to paying the vendors bill, receiving the funds would be considered an advance payment. Reimbursement cannot be made until the activity has been performed, i.e. equipment or services has been delivered and invoiced. For example, when purchasing goods and services or an equipment item, reimbursement cannot be made until the item has been received and the vendor has billed for the item.

Consequently, the sub-recipient does not have to pay the vendor before submitting the reimbursement request. The sub-recipient must have incurred the debt prior to submitting the reimbursement request.

Reimbursement prior to paying a vendor, the following conditions must be taken into consideration:

(a) There will be a minimum dollar amount established for sub-recipients requesting a reimbursement with an advance payment; the dollar amount will be determined on a case-by-case basis.
(b) When requesting a reimbursement with an advance payment, sub-recipients are required to submit proof of payment (i.e. copy of check or credit card statement) to SEMA within 30 days.

20. In the event that the State or an audit has determined a failure on the part of the Sub-recipient to comply with this Agreement, the Sub-recipient shall perform remedial actions to correct the deficiency, as determined by the State, which may include:

(a) Repayment or reimbursement of Federal funds spent inappropriately to the State;
(b) The return of Federal funds deposited at the Sub-recipient’s local financial institution to the State;
(c) The return of any equipment, materials or supplies purchased, leased or lease purchased using Federal funds to the State or supplier;
(d) Other actions as the State deems appropriate.

21. The State may terminate this agreement in whole or in part, at any time before the date of completion, whenever it is determined by the State that the Sub-recipient has failed to comply with the conditions of this Agreement. The State shall notify the Sub-recipient in writing of the determination and the reasons for the termination, together with the effective date. The Sub-recipient shall not incur new obligations for the terminated portion after the effective date of the
revocation of the Agreement, and it shall be the duty of the Sub-recipient to cancel any and all outstanding obligations that are legally possible.

22. The State and Sub-recipient bind themselves to their successors, executors, administrators, assigns and legal representatives or such other party, in respect to all covenants, agreements, and obligations of this agreement.

23. The State agrees that it may at any time, in its sole discretion, give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Sub-recipient’s obligations under this Agreement, with or without valuable consideration, upon such terms and conditions as the State may determine to be (a) advisable to further the purpose of the project or to protect the State’s financial interest therein, and (b) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it was made.

24. The Sub-recipient agrees to complete such action as is required to become fully informed of all State and National laws and county and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and the Sub-recipient shall at all times observe and comply with, all such applicable existing and future laws, ordinances, regulations, orders and decrees and the Sub-recipient further agrees to protect, indemnify and hold harmless, with respect to any damages arising from any completed work or tort done in performing any of the work embraced by this Agreement, SEMA, the State of Missouri and the Federal Emergency Management Agency and the officers and agents of those entities, from any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Sub-recipient or the Sub-recipient’s employees.

25. The Sub-recipient agrees that it understands and accepts the responsibility under the Revised Statutes of Missouri (RSMo) Sections 285.525 through 285.550 (Illegal Immigrants) to ensure that “no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.” The Sub-recipient further certifies that any contract awarded by the Sub-recipient will require the contracted business entity to comply with the references mentioned above. The Sub-recipients understands that failure to comply with this requirement will subject the Sub-recipient to the penalties described in the references mentioned above.

26. The Sub-recipient agrees to make every effort to quantify and report losses avoided and success stories to the State, for the recognized life of the project, after an event occurs that requires the utilization of the facility or the objective of the project.
Signatory Approval of the Hazard Mitigation Assistance Program Flood Buyout Grant Agreement

The parties hereto have made and executed this Agreement as of the day and year indicated in this document and the attached Funding Approval Form.

Sub-recipient Signatory Representative

______________________________
Michael Hurlbert, Director, Community Development
St. Charles County

______________________________
Date

State Signatory Representative

______________________________
James Remillard, Director
Missouri State Emergency Management Agency

______________________________
Date
St. Charles County, Missouri Deed Restriction

In reference to the property or properties ("Property") conveyed by the Deed between [property owner] participating in the federally assisted acquisition project ("the Grantor") and Saint Charles County, Missouri ("the Grantee"), its successors and assigns:

WHEREAS, the Flood Mitigation Grant Program ("FMA"), as authorized in the National Flood Insurance Reform Act of 1994, Sections 1366 and 1367 (42 USC §§ 4104c, 4104d), identifies the use of FMA funds for planning and carrying out activities designed to reduce the risk of flood damage to structures insurable under the National Flood Insurance Program; and

WHEREAS, FMA provides a process for a local governments, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, Missouri has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a FMA Grant Program Grant Agreement dated September 14, 2020 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

WHEREAS, the Property is located in Saint Charles County, Missouri, and Saint Charles County, Missouri participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

WHEREAS, the Saint Charles County, Missouri, acting by and through the Saint Charles County Council, has applied for and been awarded federal funds pursuant to an agreement with Missouri dated September 14, 2020 (FMA-PJ-07-M0-2019-001), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. **Terms.** Pursuant to the terms of the Flood Mitigation Assistance Grant Program, statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
a. **Compatible uses.** The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. **Structures.** No new structures or improvements shall be erected on the Property other than:

   i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

   ii. A public rest room; or

   iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. **Disaster Assistance and Flood Insurance.** No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. **Transfer.** The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

   i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder’s responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on April 15th, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and
responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the
time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in
writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good
faith effort to come into compliance with the terms of the grant within the 60-day
period, the State shall enforce the terms of the grant by taking any measures it deems
appropriate, including but not limited to bringing an action at law or in equity in a court
of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking
any measures it deems appropriate, including but not limited to 1 or more of the
following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe,
and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property
interest shall bear the costs of bringing the Property back into compliance with the
terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction
against any or all of the following parties: the State, the Tribe, the local
community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the
Grantee only to the extent that such amendment does not affect the fundamental and statutory
purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or
circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this
grant and their application shall not be affected and shall remain valid and enforceable.
[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor’s Signature ____________________________

Date ________________

Name (printed or typed) ____________________________

Grantee’s Signature ____________________________

Date ________________

Grantee’s Name ____________________________

Grantee’s Title ____________________________