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| **Agreement of Settlement** |
|  |  |  |  |  |  |  |  |  |  |
| It is hereby agreed to and acknowledged that |  |
| and the Missouri Department of Transportation have reached a settlement for the  |
| conveyance of property located at |                                          |
| to the Department of Transportation. |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| The terms of the settlement are as follows: |  |  |  |  |  |
| (1) |                                                                   |
| (2) |                                                                   |
| (3) |                                                                   |
| (4) |                                                                   |
|  |  |  |  |  |  |  |  |  |  |
| In accordance with the terms of the settlement |                                |

will execute and deliver to the Missouri Department of Transportation a general warranty deed for the conveyance of the property.

Owner will have a 3-day time period from the date a settlement is reached to repudiate the decision to settle.

The mediation which was conducted regarding this matter was terminated by the mediator and the parties prior to the execution of this agreement and the parties agree that the confidentiality provisions of Missouri law do not apply to this settlement agreement and that it may be enforced in accordance with Missouri law.

The terms and conditions of the settlement are contained in this agreement and no party will seek to subpoena the mediator or any other participant of the mediation to testify about what was said or what occurred during the course of the mediation without the prior written consent of all parties involved.

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|  |  |  |
|  | (Owner) |  |  | (date) |
|  |  |  |
|  | (MoDOT Representative) |  |  | (date) |
|  |  |  |
|  | (Mediator) |  |  | (date) |