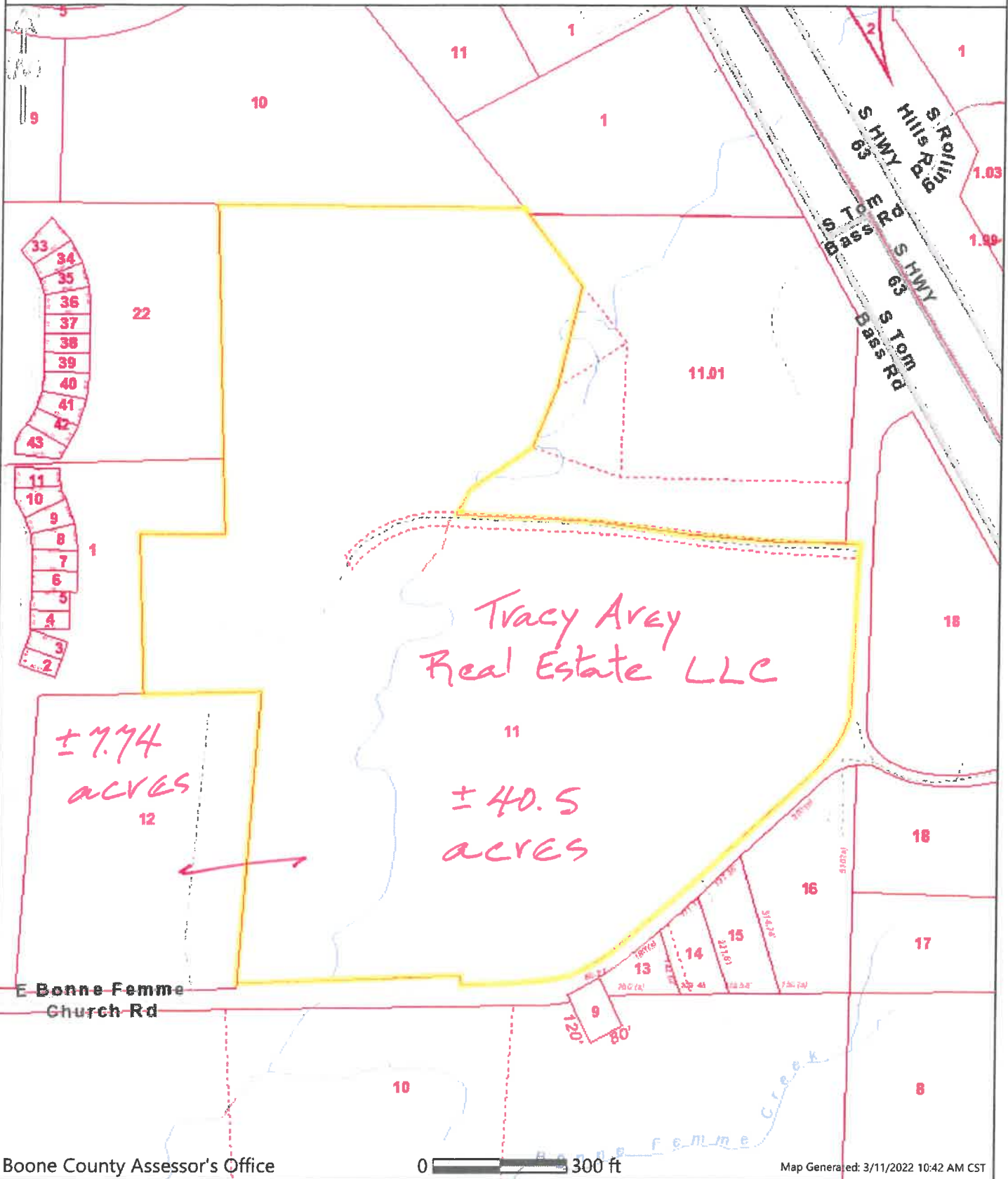


# Parcel Information Viewer Map

Prepared by the Boone County Assessor's Office, (573) 886-4262



Boone County Assessor's Office

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Map Generated: 3/11/2022 10:42 AM CST

**ATTENTION!!**

DISCLAIMER; READ CAREFULLY: These maps were prepared for the inventory of real property based on the utilization of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.

**AGREEMENT FOR PROVISION  
OF WASTEWATER COLLECTION AND TREATMENT SERVICES**

**THIS AGREEMENT** dated the 19 day of June 2017, is made by and between Boone County Regional Sewer District, a common sewer district organized and operated under the provisions of Chapter 204 RSMo., (hereinafter "District"), and Karen E. Gaffey, a single person, and Karen E. Gaffey, trustee of the Karen E. Gaffey Trust established by Revocable Living Trust Indenture dated the 30<sup>th</sup> day of August, 1986 (hereinafter "Developers").

**IN CONSIDERATION** of the performance by each party of the respective obligations described in this agreement, the parties specifically agree to the following:

1. **Background of Agreement** - This agreement is made in view of the following facts which the parties agree to be true:

1.1 Developers own real estate located in Boone County, Missouri, as follows:

**LEGAL DESCRIPTION**  
**BONNE FEMME MOBILE HOME PARK**  
**5101 E. BONNE FEMME CHURCH ROAD**  
**COLUMBIA, BOONE COUNTY, MISSOURI**

Tract 2 of Boone County Survey No. 8053, said tract being a part of the following described property, to-wit: A tract of land located in the South part of the East one – half (E ½) of the Southeast Quarter (SE ¼) of Section Four (4), the South part of the Southwest Quarter (SW ¼) of Section Three (3), a narrow strip on the North edge of the East one – half (E ½) of the Northeast Quarter (NE ¼) of Section Nine (9), and a narrow strip on the North edge of the Northwest Quarter (NW ¼) of Section Ten (10), all of the above being located North and West of the county road and South and West of Federal Highway 63 and being located in Township Forty-seven (47) North, Range Twelve (12) West in Boone County, Missouri.

Developers currently operate a wastewater collection and treatment system providing collection and treatment services to Bonne Femme Mobile Home Park ("Bonne Femme"), as described above. Said treatment system is operated under Missouri State Operating Permit (MSOP) Number MO-0126977. Said MSOP expired December 4, 2013. Missouri Department of Natural Resources (hereinafter "MDNR") has requested that Developers begin the process of entering into an agreement with District for the connection of Bonne Femme to District as soon as a connection is available. The parties hereto acknowledge that such a connection is available at the present time.

1.2 Developers plan to design and construct a new wastewater collection system on property owned by the Developers, and in easements to be acquired by Developers, to be known as the Bonne Femme Interceptor Sewer (as shown on the

“Gravity Sewer Plan and Profile” last revised September 9, 2016, attached hereto and made apart hereof by reference) and are willing to make improvements to the existing collection system, if necessary, and construct a new collection system, if necessary, in order to connect to the District’s Prairie Meadows Wastewater Treatment and Collection System, to serve Bonne Femme, in exchange for District’s agreement to operate and maintain the new collection system. Developer’s timely performance of its obligations under the terms and conditions of this agreement shall be a condition precedent to District’s performance of its obligations under this agreement.

1.3 District is willing to accept conveyance of the Bonne Femme Interceptor Sewer, if Developers construct the interceptor sewer and convey it to the District which will, thereafter, own, operate and maintain the interceptor sewer, to connect to the District’s Prairie Meadows Water Reclamation Facility (WRF); provided the interceptor sewer as well as the existing or new collection system is improved and/or built according to District standards and the interceptor sewer possesses sufficient capacity so that the District can provide wastewater collection and treatment services to the service area.

1.4 In order to memorialize the terms and conditions of the Developers’ and District’s agreement with respect to the provision of public sanitary sewer services to Developers’ real estate and the surrounding area, the parties are entering into this written agreement.

2. **Developers’ Obligations** - Developers agree to perform the following obligations:

2.1 **Design and Construction of Wastewater Collection Facilities** - Developers hereby agree to retain, at Developers’ expense, a licensed, qualified engineer to perform the following: develop the plans and specifications for any necessary improvements to the existing wastewater collection system and for construction of a new sanitary sewer collection system, as necessary, and to construct the Bonne Femme Interceptor Sewer, in order to connect to the Prairie Meadows WRF, with overall capacity and design approved by District in accordance with District and MDNR standards and regulations. Upon District’s approval of such plans and specifications, Developers further agree to make improvements to the existing collection system and/or replace such system as well as construct a new collection system on Developers’ property or on easements obtained by Developers and at Developers’ sole expense. Plans and specifications for the improvements to the existing collection system and construction of the new collection system and support facilities shall be reviewed and approved by District as a condition precedent to the performance by the District of its obligations under this agreement. All public wastewater collection facilities constructed by Developers shall be inspected and approved by District and thereafter be conveyed to District in accordance with District’s regulations. Developers agree to pay all fees for permits required by governmental agencies having jurisdiction over construction work.

2.2 **Conveyance of Facilities** - Upon final completion of all renovation and construction work described herein and District approval of completion of such work,

Developers shall transfer, assign and convey to District the collection system for the above property, including the Bonne Femme Interceptor Sewer, but excluding lateral service lines, along with other related support facilities, and personal property constructed or acquired by Developers within permanent public sanitary sewer easement, by easement and bill of sale on forms approved by District. In addition, Developers shall also transfer and assign to District, as applicable, all warranties, service manuals and other documentation pertaining to the equipment and facilities constructed by Developers and accepted by District. It is understood and agreed that the District shall have no obligation to or responsibility for the operation, repair or maintenance of any facilities improved or constructed until District accepts transfer of ownership of such facilities. It is further understood and agreed that the Developers shall warrant the wastewater collection facilities described in paragraph 2.1 above for a period of one year after acceptance by District against defective materials and faulty workmanship and for maintenance of back-filled areas.

**2.3 Easements** - Developers agree to provide District with easements on recordable forms approved by District for collection lines designated solely for that purpose. Each such recordable easement shall be provided to District on or before the date any final plat is recorded, or as otherwise directed by District, and subject to acceptance by District as otherwise provided under this agreement.

**2.4 Maintenance of Finished Grades** - Developers shall be responsible for proper backfill of trenches necessary for installation of gravity sanitary sewer and/or force main and connecting laterals and agree to regrade and make repairs to earth surfaces, paved or hard surfaces, and yard and landscape which result from settlement due to construction or renovation under this agreement during the first three years following final completion of all construction or renovation work to be completed by Developers under this agreement. In the event the Developers fail to correct deficiencies in finished grades within 10 calendar days of written request delivered to Developers by District, then District shall have the right and authority to correct any such deficiencies, and Developers agree to pay District all reasonable costs associated with such corrective work upon written invoice and demand made by District.

**2.5 Connection Fees** - Contemporaneous with District's approval of Developers' plans and specifications for upgrading, improving and extending the wastewater collection system, as provided in paragraph 2.1 above, Developers shall pay to District a connection fee in the amount of \$750.00 per dwelling unit then located on Developers' real estate. As of the date of this agreement, Developer has 12 dwelling units on Developers' real estate (12 dwelling units X \$750.00 = \$9,000.00 in connection fees). The parties understand and agree that the variance for a connection fee in the amount of \$750.00 for each dwelling unit was approved at the regular May, 2016 Board of Trustees meeting. The parties hereto understand and agree that due to the Prairie Meadows Wastewater Treatment Facility nearing its capacity, Developers shall not allow the connection of more than 12 dwelling units without the express written consent of District. The provisions of this paragraph 2.5 shall run with Developers' real estate and shall be binding upon Developers' successors in interest to said real estate.

**3. District Obligations** - District hereby agrees to undertake and perform the following obligations:

**3.1 Acceptance of Collection Facilities And Provision of Treatment Services -**

In exchange for Developers' performance of Developers' obligations under this agreement, District agrees to provide wastewater collection and treatment services necessary to serve the real estate described in paragraph 1.1 above as permissible under the zoning regulations of Boone County and MDNR design guidelines for wastewater treatment capacity necessary to serve the existing dwelling units on the real estate described herein. Upon final completion and District approval of all the collection lines and related facilities within Developer's property and on easements obtained by Developers described in paragraph 1.1 connecting to the Prairie Meadows WRF and after final inspection of such lines, District agrees to accept conveyance and transfer of all public sewer easements, and other related facilities connected therewith, but excluding private service laterals, and thereafter to service, maintain, repair and replace such facilities at its own expense in accordance with the standards and practices adopted by the District; provided, however, nothing in this agreement shall be construed to authorize or permit conveyance of privately owned service lines or other facilities connected to public sanitary sewer facilities which District does not service, repair or maintain under the regulations of the District. The parties hereto stipulate and agree that District's operation and maintenance responsibility shall only include the collection line and manholes from Manhole #1 located at Station 0+00.00 to and including an existing manhole located at Station 4+00.79 (as shown on the sewer plans referenced in Paragraph 1.2 above.) All service shall be provided in accordance with and subject to the District's normal rules, policies, procedures and regulations applicable to providing customer services and at the rates and charges normally scheduled for those services.

**3.2 Payment** - In accordance with Section 3.4 of the District's regulations, it shall be Developer's responsibility to pay all <sup>Owner's</sup> ~~user charges~~, connection fees, or other charges levied by the District.

**4. Assignment** - The Developers shall not assign their rights or obligations under this agreement in whole or in part as a part of any sale or transfer of ownership of the land to which this agreement is applicable without the prior written consent of District; provided, however, nothing in the agreement shall be construed to prohibit Developers from selling, leasing, or assigning part or all of its ownership interests in the property which is the subject matter of this agreement under permissible zoning provided that any such sale, lease, or assignment shall be subject to the terms and conditions of this agreement as applicable and any other regulations adopted by the District which are binding upon users of District services and customers of the District.

**5. Entire Agreement and Amendment of Agreement** - This agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and agreements between the parties, written or verbal, and may be amended only by a signed writing executed with the same formality as this agreement. All parties to this agreement acknowledge that by executing this agreement they have read, considered, and understand the terms and conditions of this agreement and consequences thereof.

**6. Arm's Length** - The parties hereto agree that this Agreement was negotiated at arm's length and for the purposes of interpretation neither party shall be deemed the drafter of said Agreement.

7. **Developers' Representations and Warranties** – On behalf of Developers, the undersigned hereby represent and warrant to District that the Karen E. Gaffey Trust is the owner in fee simple absolute of the Bonne Femme real estate as of the date hereof, and that the Karen E. Gaffey Trust will be the Developers of the land subject to this agreement during the term of this agreement, and that the Karen E. Gaffey Trust and Karen E. Gaffey, a single person, is or are empowered to sign this agreement and be bound to the terms and conditions herein contained.

**DEVELOPERS:**  
**KAREN E. GAFFEY TRUST**

**BOONE COUNTY**  
**REGIONAL SEWER DISTRICT**

By: Karen E. Gaffey  
Karen E. Gaffey, Trustee of  
the Karen E. Gaffey Trust  
established by Revocable Living  
Trust Indenture dated the 30<sup>th</sup> day of  
August, 1986.

By: Tom Ratermann  
Tom Ratermann, General Manager

**KAREN E. GAFFEY,**  
**A SINGLE PERSON**

By: Karen E. Gaffey  
By: Karen E. Gaffey

**ATTEST:**

By: Lesley Oswald  
Lesley Oswald, Assistant Secretary

**FORM APPROVED:**

By: John L. Whiteside  
John L. Whiteside, General Counsel