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

This Agreement for Provision of Wastewater Collection and Treatment Services (the “Agreement”) is made and entered into as of the ___ day of _____, 2022, by and between BOONE COUNTY REGIONAL SEWER DISTRICT, a common sewer district organized and operated under the provisions of Chapter 204 RSMo., (the “District”), and TRACEY AREY, an individual (“Arey”), and Tracey Arey Real Estate, LLC, a Missouri limited liability company (“Arey Real Estate,” and, collectively with Arey, the “Developer”).

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 Developer owns real estate located in Boone County, Missouri, as follows:

[A tract of land containing 7.74 acres, more or less, located in the south part of the Southwest Quarter (SW 1/4) of Section Three (3), and in a narrow strip along the north edge of the Northwest Quarter (NW 1/4) of Section Ten (10), all in Township Forty-seven (47) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri, said tract of land being shown and described as Tract Two (2) of Boone County Survey No. 8053 in the Records of Boone County, Missouri];

(the “Bonne Femme Mobile Home Park Property”)

and

[A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 47 NORTH, RANGE 12 WEST IN BOONE COUNTY, MISSOURI BEING A

PORTION OF THE TRACT DESCRIBED BY QUIT CLAIM DEED RECORDED IN BOOK 800 AT PAGE 490 OF THE BOONE COUNTY RECORDS AND BEING FURTHER DESCRIBED AS FOLLOWS:

THAT PART OF TRACT 1 OF BOONE COUNTY SURVEY NUMBER 8053 LYING EAST OF MARTHA'S GROVE PLAT 2A AS RECORDED IN PLAT BOOK 54 AT PAGE 12 OF SAID COUNTY RECORDS AND EAST OF MARTHA'S GROVE PLAT 3 AS RECORDED IN PLAT BOOK 54 AT PAGE 81 OF SAID COUNTY RECORDS EXCEPTING THEREFROM THE TRACT SHOWN BY SURVEY RECORDED IN BOOK 3373 AT PAGE 49 OF SAID COUNTY RECORDS.]

(the "Additional Property", and collectively with the Bonne Femme Mobile Home Park Property, the "Developer's Property").

The District currently operates a wastewater collection and treatment system providing collection and treatment services to the Bonne Femme Mobile Home Park Property, as described above. Said collection and treatment system is operated pursuant to that certain Agreement for Provision of Wastewater Collection and Treatment Service by and between the District, Karen E. Gaffey, and Karen E. Gaffey, trustee of Kare E. Gaffey Trust established by Revocable Living Trust Indenture dated the 30th day of August, 1986 (the "Existing Agreement").

1.2 Developer plans to cease operation of the mobile home park located on the Bonne Femme Mobile Home Park Property and thereafter cease utilizing the current connections from twelve (12) residential dwelling units on the Bonne Femme Mobile Park Property to the District's wastewater collection and treatment system, which connections are provided in accordance with the Existing Agreement.

1.3 Developer desires to utilize the twelve (12) connections provided in accordance with the Existing Agreement on the Developer's Property pursuant to this Agreement.

1.4 Subject to the terms and conditions set forth in this Agreement, Developer desires to design and construct a wastewater collection system for the entirety Developer's Property, and in easements to be acquired by Developer, and is willing to make improvements to the existing collection system serving the Bonne Femme Mobile Home Park Property, if necessary, and construct a new collection system, if necessary, to connect Developer's Property to the District's Prairie Meadows Wastewater Treatment and Collection System, to serve Developer's Property, 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.

1.5 District is willing to provide wastewater collection and treatment services to Developer's Property and accept conveyance of the connecting sewer system, if Developer designs and constructs a connecting sewer system in accordance with the requirements of applicable District rules, policies, procedures and regulations published from time to time (the "Regulations") to connect to the District's Prairie Meadows Water Reclamation Facility and conveys it to the District which will, thereafter, own, operate

and maintain the connecting sewer system; provided the existing or new collection system is improved and/or built according to District standards and possesses sufficient capacity so that the District can provide wastewater collection and treatment services to the service area.

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

2. **Developer's Obligations** - Developer agrees to perform the following obligations:

2.1 **Design and Construction of Wastewater Collection Facilities** - Developer hereby agrees to retain, at Developer's expense, a licensed, qualified engineer reasonably acceptable to the District to 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 upon Developer's Property, 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, Developer further agrees to make improvements to the existing collection system and/or replace such system as well as construct a new collection system on Developer's Property or on easements obtained by Developer at Developer's 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 Developer shall be in conformity with District Regulations currently in effect, and shall be inspected and approved by District and thereafter be conveyed to District in accordance with the Regulations. Developer agrees to obtain, and pay all fees associated with, 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, Developer shall transfer, assign and convey to District the collection system serving Developer's Property, but excluding lateral service lines, along with other related support facilities, and personal property constructed or acquired by Developer within permanent public sanitary sewer easement, by easement and bill of sale on forms approved by District. In addition, Developer shall also transfer and assign to District, as applicable, all warranties, service manuals and other documentation pertaining to the equipment and facilities constructed by Developer 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[]; provided, however, that at no time shall District have any obligation or responsibility to maintain pumps or tanks constructed or otherwise provided

in accordance with this Agreement]. It is further understood and agreed that the Developer 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 - Developer agrees 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 - Developer 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 Developer under this Agreement. In the event the Developer fails to correct deficiencies in finished grades within 10 calendar days of written request delivered to Developer by District, then District shall have the right and authority to correct any such deficiencies, and Developer agrees to pay District all reasonable costs associated with such corrective work upon written invoice and demand made by District.

2.5 Connection Fees — In acknowledgement of the connection fees previously paid in accordance with the Existing Agreement, the District agrees not to impose general District connection fees for the twelve (12) dwelling units to be constructed on Developer's Property for which treatment capacity is provided under this Agreement so long as Developer fulfills all obligations hereunder. The parties hereto understand and agree that Developers shall not allow the connection of more than twelve (12) residential dwelling units without the express written consent of the District.

3. District Obligations – Full performance of Developer's obligations hereunder shall be a condition precedent to the performance of District's obligations hereunder. Subject District hereby agrees to undertake and perform the following obligations:

3.1 Acceptance of Collection Facilities And Provision of Treatment Services - In exchange for Developer's performance of Developer's obligations under this Agreement, District agrees to provide wastewater collection and treatment services necessary to serve Developer's Property as permissible under the zoning regulations of Boone County and MDNR design guidelines for wastewater treatment capacity necessary to serve the residential dwelling units to be located on Developer's Property, which number of residential dwelling units shall not exceed twelve (12). Upon final completion and District approval of all the collection lines and related facilities within Developer's Property and on easements obtained by Developer 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

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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 not extend to tanks and pumps constructed or otherwise provided in accordance with this Agreement.] 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 the District's Regulations, it shall be Developer's responsibility to pay all user charges or other charges levied by the District.

4. **Assignment** - The Developer shall not assign its 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 Developer 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. **Miscellaneous** - The following provisions shall be applicable to the entire Agreement unless the specific language of any provision herein shall indicate otherwise:

5.1 This Agreement shall be governed by and construed pursuant to the laws of the State of Missouri.

5.2 Time is declared to be of the essence of this Agreement.

5.3 The parties hereto agree that this Agreement was negotiated at arm's length and that for purposes of interpretation neither party shall be deemed the drafter of this Agreement.

5.4 Whenever the context requires, the singular shall be deemed to include the plural, the plural shall be deemed to include each of the singular, and pronouns of one or no gender shall be deemed to include the equivalent pronoun of the other or no gender.

5.5 Each person whose signature appears subscribed below on behalf of any entity party hereto who is not a natural person, does hereby warrant that he or she is duly authorized to so subscribe this Agreement and that said act is sufficient, or has been made sufficient by co-subscription or seal, to bind and

commit said entity to all terms, requirements and conditions of this Agreement.

5.6 All exhibits and other documents specifically referenced herein shall be for all purposes incorporated herein and adopted by reference, as if fully set forth herein.

5.7 Unless specified otherwise, any reference to a “day” or “days” herein shall mean a calendar day or days.

5.8 The rights, powers and remedies of either party contained in this Agreement are cumulative; and no one of them is exclusive of the others or exclusive of any rights, powers or remedies allowed either party by law, and shall not affect the right of either party to pursue any other equitable or legal remedy to which that party might be entitled so long as any remedy remains unsatisfied or undischarged.

5.9 No waiver by either party or any breach of any other party’s obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any prior or subsequent breach of the same or any other obligation, agreement, or covenant, nor shall any forbearance to seek remedy for any such breach be deemed a waiver by either party of its rights and remedies with respect to such breach or any prior or subsequent breach.

5.10 Neither this Agreement, nor any terms or provisions hereof, may be changed, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, discharge or termination is sought.

5.11 The covenants, promises and conditions to be performed pursuant to this Agreement shall survive the closing of the transaction and shall continue to be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

5.12 The parties hereby waive trial by jury in any action or lawsuit brought by either party against the other, at any time, arising out of this Agreement or the subject matter of this contact.

6. **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.

7. **Agreement to Run with Land** - The benefits and burdens of this Agreement are

intended to attach to and run with the land and shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, heirs and assigns. This Agreement shall be binding upon, and inure to the benefit of, Developer and District, and their respective successors and permitted assigns. All persons claiming under the parties shall conform to and observe the provisions of this Agreement.

8. **Developer's Representations and Warranties** — On behalf of Developer, the undersigned hereby represent and warrant to District that Tracey Arey Real Estate, LLC is the owner in fee simple absolute of the Bonne Femme real estate as of the date hereof, and that Tracey Arey Real Estate, LLC will be the Developer of the land subject to this Agreement during the term of this Agreement, and that Tracey Arey Real Estate, LLC and Tracey Arey, a single person, is or are empowered to sign this Agreement and be bound to the terms and conditions herein contained.

[Remainder of page intentionally blank; signature page(s) follows]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year set forth above.

DEVELOPER:

TRACEY AREY REAL ESTATE, LLC

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By: _____

Name: _____

Title: _____

AND

TRACEY AREY

DRAFT

Tracey Arey

DISTRICT:

**BOONE COUNTY REGIONAL
SEWER DISTRICT**

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By: _____

Thomas T. Ratermann, District
General Manager

ATTEST:

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Assistant Secretary

FORM APPROVED:

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General Counsel

State of Missouri)
) SS.
County of Boone)

On this ____ day of _____, 2022, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared _____, _____ of Tracey Arey Real Estate, LLC, a Missouri limited liability company, to me known to be the person who executed the foregoing Agreement for Provision of Wastewater Collection and Treatment Services, and being duly sworn, acknowledged that he is authorized by Tracey Arey Real Estate, LLC to execute said Agreement for Provision of Wastewater Collection and Treatment Services on behalf of said limited liability company and acknowledged that he executed the same as a free act and deed of said corporation for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Boone County, Missouri, the day and year first above written.

My Commission expires _____

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, Notary Public

State of Missouri)
) SS.
County of Boone)

On this ____ day of _____, 2022, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared **Tracey Arey**, to me known to be the person who executed the foregoing Agreement for Provision of Collection and Wastewater Treatment Services, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Boone County, Missouri, the day and year first above written.

My Commission expires _____

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, Notary Public

State of Missouri)
) SS.
County of Boone)

On this ____ day of _____, 2022, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared **Thomas T. Ratermann**, to me known to be the General Manager of Boone County Regional Sewer District, to me personally known and who executed the foregoing Agreement for Provision of Wastewater Collection and Treatment Services, and acknowledged that he executed said document as the free act and deed of said District with authorization from its Board of Trustees.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Boone County, Missouri, the day and year first above written.

My Commission expires _____

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, Notary Public