

**FIRST AMENDMENT TO AGREEMENT FOR PROVISION OF WASTEWATER
TREATMENT SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR PROVISION OF WASTEWATER TREATMENT SERVICES (the “Amendment”) is made as of _____, 2022 (the “Effective Date”) by and between Boone County Regional Sewer District, a common sewer district organized and operated under the provisions of Chapter 204 RSMo., (herein “District”), and Butch’s Investments, LLC, a Missouri limited liability company, and Kevin J. Brown and Linda Kathleen Brown, husband and wife, (Butch’s Investments, LLC, Kevin J. Brown and Linda Kathleen Brown collectively referred to herein as “Owner”).

Recitals:

A. District and Owner are parties to that certain Agreement for Provision of Wastewater Treatment Services dated as of June 4, 2021 (the “Agreement”) and recorded in the Boone County, Missouri Recorder of Deeds Office at Book 5466, Page 57, concerning the construction of a wastewater collection and treatment system by Owner and provision of wastewater collection and treatment services by District on Property located in Boone County, Missouri, as more particularly described in the Agreement.

B. District and Owner desire to amend the Agreement as described herein.

Agreement:

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements herein set forth, the parties hereto hereby stipulate, covenant, and agree as follows:

1. The Agreement is hereby amended by inserting the following as Section 3.4:

3.4 Generator Delay - Notwithstanding anything in this Agreement to the contrary, if Owner provides proof satisfactory to District that Owner has ordered, purchased, and arranged for installation of the generator depicted in the final construction plans approved by the District, then District will accept construction of the sewer system as complete prior to the installation

of the generator provided that all other construction of sewer collection lines and facilities is complete and approved by District. Owner hereby represents and warrants that Owner has ordered, purchased, and arranged for installation of the generator. Owner agrees to install the generator as depicted in the final construction plans approved by the District as soon as the generator is available for installation.

2. **Ratification** - Except as expressly amended hereby, the Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects.

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

4. **Applicable Law** - This Amendment shall be governed by and construed in accordance with the laws of the State of Missouri without regard to any choice of law or conflict of law provision or rule.

5. **Counterparts** - This Amendment may be executed in two or more counterparts, and each such counterpart may be delivered electronically. Each such counterpart shall be deemed an original but all of which taken together shall constitute a single agreement. This Amendment may be delivered by facsimile or electronic transmission and documents delivered in such manner shall be binding as though an original Amendment had been delivered.

6. **Amendment to Run With Land** - The benefits and burdens of this Amendment 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. All persons claiming under the parties shall conform to and observe the provisions of this Amendment.

7. **Recording** - The District shall record this Amendment in the office of the Boone County Recorder of Deeds.

[Remainder of Page Intentionally Blank; Signature Page(s) Follows]

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

OWNER: BOONE COUNTY REGIONAL SEWER DISTRICT
BUTCH'S INVESTMENTS LLC

By: _____
Kevin J. Brown, Member

By: _____
Thomas T. Ratermann, General Manager

ATTEST:

And

By: _____
Linda Kathleen Brown, Member

Lara Florea, Assistant Secretary

AND
Kevin J. Brown
and Linda Kathleen Brown,
husband and wife

FORM APPROVED:

By: _____
Christopher Pieper, General Counsel

Kevin J. Brown

Linda Kathleen Brown

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 **Kevin J. Brown, Member of Butch's Investments LLC**, and **Linda Kathleen Brown, Member of Butch's Investments LLC** to me known to be the persons who executed the foregoing First Amendment to Agreement for Provision of Wastewater Treatment Services, and being duly sworn, acknowledged that they are Members of **Butch's Investments LLC**, a limited liability company, and that they are authorized by the operating agreement of said limited liability company to execute said First Amendment to Agreement for Provision of Wastewater Treatment Services on behalf of said Limited Liability company and acknowledged that they executed the same as a free act and deed of said limited liability company for the purposes therein stated.

IN TESIMONY 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.

, 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 **Kevin J. Brown and Linda Kathleen Brown**, husband and wife, to me known to be the persons who executed the foregoing First Amendment to Agreement for Provision of Wastewater Treatment Services, and acknowledged that they executed the same as their free act and deed.

IN TESIMONY 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.

, 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, described in and who executed the foregoing First Amendment to Agreement for Provision of Wastewater Treatment Services, on behalf of said Boone County Regional Sewer District for the purpose therein stated.

IN TESIMONY 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 _____

, Notary Public