

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

THIS AGREEMENT dated the ____ day of _____, 2022, 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 MBK Investments LLC, a Missouri limited liability company (hereinafter “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 (hereinafter “Rock Bridge Business Park” or the “Property”) located in Boone County, Missouri, as follows:

The North One Hundred Sixty-three (163) feet of Tracts #1, #2 and #3 of a survey recorded in Book 316, Page 586, Records of Boone County, Missouri, and located in the Southwest Quarter (SW 1/4) of Section 36, Township 48, Range 13, Boone County, Missouri.

Developer has platted the above-described real estate into Rock Bridge Business Park Plat 1 to be known as the Rock Bridge Business Park under permitted zoning, as shown by the plat recorded at Plat Book 56, Page 17 of the Boone County Records.

1.2 Subject to the terms and conditions set forth in this Agreement, Developer desires to design and construct a public sewer main and service connections from the Rock Bridge Business Park to the District’s main in Rockbridge Estates, with connection to the City of Columbia water treatment system in accordance with that certain General Cooperative Agreement dated March 8, 2011 by and between the District and the City of Columbia, MO, as amended (the “Cooperative Agreement”), at Developer’s expense.

1.3 District is willing to provide wastewater collection and treatment and collection services to the Rock Bridge Business Park if Developer designs and constructs a public sewer main and sewer connections in accordance with the requirements of applicable District rules, policies, procedures and regulations published from time to time (the "Regulations"). Developer shall also convey to the District the personal property comprising the public sewer main and connecting sewer by bill of sale in substantially the form attached hereto as Exhibit A. The plans and specifications prepared in accordance with Section 2.1 hereof shall delineate which portion of the facilities are to be considered public, and contained in the bill of sale, and which are to be owned and maintained by the Developer.

1.4 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 perform the following: develop the plans and specifications for construction of a new public sewer main and sewer connections as necessary to connect to the District's main in Rockbridge Estates, with connection to the City of Columbia water treatment system in accordance with the Cooperative Agreement, 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 construct such public sewer main and sewer connections at Developer's sole expense in accordance with the approved plans and specifications. Plans and specifications for the construction of the new public sewer main and sewer connections shall be reviewed and approved by District as a condition precedent to the performance by the District of its obligations under this Agreement. All sanitary sewer construction by Developer shall be inspected and approved by District and thereafter be conveyed to District in accordance with District's regulations and pursuant to the terms and conditions set forth herein. Developer agrees to obtain all necessary permits and 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 construction work described herein and District approval of completion of such work, Developer shall transfer, assign and convey to District the collection system for the above property, excluding lateral service lines, and 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. It is further understood and agreed that the Developer shall warrant the construction described in paragraph 2.1 above for a period of two years 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 or on the recorded subdivision plat 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 – Contemporaneous with District’s approval of Developer’s plans and specifications for extending the wastewater collection system as provided in paragraph 2.1 above, Developer shall pay to District a connection fee in the amount of \$1,600 for each User (as defined in Section 1.1.34 of the District’s regulations, and sometimes referred to herein as a “commercial unit User”), located on the Property provided that such connection fee is paid prior to January 1, 2023. Developer intends to build multiple buildings on the Property, with each building subdivided into multiple commercial units. The occupant of each commercial unit located on the Property shall be a User, such that that the number of Users shall at all times be equal to the number of commercial units located on the Property. As of the date of this Agreement Developer intends to build three buildings on the Property containing, containing the following number of commercial unit Users with the corresponding connection fees to be paid as follows:

Building one to contain nine commercial unit Users, and Developer shall pay connection fees of \$14,400 for Users in Building One;

Building Two to contain ten commercial unit Users, and Developer shall pay connection fees of \$16,000 for Users in Building Two; and

Building Three to contain ten commercial unit Users, and Developer shall pay connection fees of \$16,000 for Users in Building Three.

Developer shall pay a total of \$46,400 in connection fees for the above listed twenty-nine commercial units and Users provided the connection fees are paid prior to January 1, 2023, and are subject to the other provisions of this Agreement. Connection

fees paid on or after January 1, 2023, shall be paid at the connection fee rate as adopted by the District's Board of Trustees in effect at the time of payment of such connection fee.

Developer shall notify the District in the event that any additional building is constructed on the Property, any building located on the Property is partitioned to include more than the above-listed number of commercial units and Users, and/or any commercial units and/or Users are otherwise added to the Property. Thereafter, Developer shall pay to District a connection fee for each additional User associated with the additional building(s), and/or commercial unit(s) located on the Property. All connection fees paid by Developer shall be paid at the District's connection fee rate in effect at time of payment of such connection fee. The District's connection fee rate shall be \$2,300 per User beginning on January 1, 2023, and is subject to change by the District's Board of Trustees. The provisions of this paragraph 2.5 shall run with Developer's real estate and shall be binding upon Developer's successors in interest to said real estate.

2.6 Public Water Meters – Developer shall utilize individual public water meters for each unit within the buildings on the Property. At the request of the Developer the District may bill the Developer's tenant occupying each unit for District services. Developer shall be liable for payment of any User charges, connection fees, and other charges of the District.

2.7 District Inspection – District shall be permitted to inspect the Property, including, but not limited to, any and all buildings and commercial units located on the Property, to confirm the number of Users and/or water meters on the Property, Developer's compliance with Sections 2.5 and 2.6 herein, and for other purposes as the District determines is reasonably necessary.

2.8 Base Service Fees – In accordance with Section 3.6 of the District's regulations and Section 3.1 of this Agreement, the District shall charge a base service fee for each commercial unit User on the Property regardless of quantity of water usage. The District shall charge the base service fee as adopted by the District's Board of Trustees in effect at the time the charge occurs for each commercial unit User, which base service fee is currently \$27.15 per month for each commercial unit User located on the Property. Developer shall be liable for the payment of the base service fees and any additional sewer service fees for any and all unoccupied units. District shall begin charging the base service fee at the time electric service commences on the Property.

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 Developer's performance of Developer's 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 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 Developer described in paragraph 1.1 connecting to the District's main in Rockbridge Estates, with connection to the City of Columbia water treatment system in accordance with the Cooperative Agreement, 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. 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.

In accordance with Section 3.4 of the District's regulations, the liability for payment of any User charges, connection fees, base service fees, or other charges levied by the District shall be against the Developer; however, at the Developer's request the District shall establish customer accounts by tenants, lessees and other persons who occupy or use property which is connected to the District's sanitary sewers, but the establishment of such accounts shall not relieve the Developer from full financial responsibility for payment of all such User charges, connection fees, base service fees, or other charges levied by the District, nor otherwise affect the District's rights to assert a lien against the property served under Section 204.455, RSMo.

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

6. **Governing Law** - This Agreement shall be governed and construed pursuant to the laws of the State of Missouri. The parties consent to the exclusive personal jurisdiction of the state and federal courts located in the State of Missouri for the purpose of any suit, action or other proceeding arising out this Agreement and agree that the venue of any litigation initiated by either party in connection with this Agreement shall be in the state or federal courts of Boone County, Missouri.

7. **Signature, Execution, and Authorizations.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and

binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof. Each party agrees that this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement are the same as the handwritten signatures for the purposes of validity, enforceability, and admissibility.

8. **Recording** – The District shall record this Agreement in the office of the Boone County Recorder of Deeds.

9. **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.

10. **Developer’s Representations and Warranties** – On behalf of Developer, the undersigned hereby represent and warrant to District that MBK Investments LLC is the owner in fee simple absolute of the Rock Bridge Business Park as of the date hereof, that MBK Investments LLC will be the Developer of the land subject to this Agreement during the term of this Agreement, and that the undersigned has the required legal authority to execute this Agreement and to bind the Developer to the terms and conditions herein contained.

[Remainder of page intentionally blank; signature page follows]

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

DEVELOPER:

MBK INVESTMENTS LLC

By: _____

Printed Name: _____

Title: _____

DISTRICT:

**BOONE COUNTY
REGIONAL SEWER DISTRICT**

By: _____
Tom Ratermann, General Manager

ATTEST:

By: _____
Lara Florea, Assistant Secretary

FORM APPROVED:

By: _____
Christopher Pieper, General Counsel

ACKNOWLEDGMENT

State of Missouri)
)
County of Boone) ss

On this ____ day of _____, 20____, before me a Notary Public in and for said state, personally appeared Tom Ratermann, General Manager of the Boone County Regional Sewer District and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public
My commission expires:

State of Missouri)
)
County of Boone) ss

On this ____ day of _____, 20____, before me a Notary Public in and for said state, personally appeared _____, _____ of MBK Investments LLC, and acknowledged to me that he/she is authorized by MBK Investments LLC to execute the foregoing document on behalf of said limited liability company and acknowledged that he/she executed the same for the purposes therein stated.

Notary Public
My commission expires:

EXHIBIT A

BILL OF SALE

THIS INDENTURE, made and entered into this ___ day of _____, 20__, by and between _____, of Boone County Missouri, First Party and the Boone County Regional Sewer District, a political subdivision of the State of Missouri, Second Party.

WITNESSETH:

WHEREAS, the First Party has built and constructed certain sewerage facilities in accordance with the plans and specifications and under the supervision and inspection of Second Party, and;

WHEREAS, the First Party is desirous of selling and transferring the same and all necessary and proper appurtenances and easements for sewerage facilities purposes thereto to the Second Party in consideration of Second Party's perpetual upkeep and maintenance as part of the general sewerage system of Second Party, and;

WHEREAS, Second Party is desirous of accepting the same subject to the approval and acceptance of this conveyance by the Board of Trustees of the Second Party.

NOW, THEREFORE, the First Party does by these presents, in consideration of Ten Dollars (\$10.00) and other valuable considerations to him paid, the receipt and sufficiency of which is hereby acknowledged, SELL, GRANT, ASSIGN, and TRANSFER to the Second Party and its successors forever, the following property:

[list personal property, ie: pipe, manholes, cleanouts etc.]

TO HAVE AND TO HOLD the same with all the rights, immunities, privileges and appurtenances thereto belonging, unto the Second Party and its successors, forever, so that neither the First Party, nor his/her assigns, nor any other person or persons for him/her or in his/her behalf, shall or will hereafter claim or demand any right or title in the same, or any party thereof, but they and everyone of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said First Party has hereunto set their hands the day and year first above written.

By: _____

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this __ day of _____, 20__, before me personally appeared _____ to me known to be the person described in the foregoing instrument who upon oath stated that they executed said instrument for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county the date and year first above written.

Notary Public

My commission expires: _____