

**DRAFT**

### **ACKNOWLEDGMENT OF AGREEMENT**

Khan Enterprises, LLC, the owner of certain real property more fully described below, on this \_\_\_ day of \_\_\_\_\_, 2022, acknowledges and agrees to the following:

1. Khan Enterprises, LLC is the owner of certain real property (the “Property”) located in Boone County, Missouri, which is the subject of this Acknowledgment of Agreement, the Property being more fully described as:

[INSERT LEGAL DESCRIPTION]

2. The Property is subject to that certain Sewer Purchase and Interconnection Agreement: Boone Industrial Park, Gaslight Acres, between the Boone County Regional Sewer District (the “District”) and the City of Columbia, Missouri, (the “City”) dated April 30, 2004 (the “Agreement”). The Agreement is attached hereto as Exhibit A.

3. The Property is subject to annexation by the City if redevelopment, as defined by the Agreement, occurs.

4. Any redevelopment, as defined by the Agreement, that occurs on the Property shall be developed to the City’s standards.

5. If redevelopment, as defined by the Agreement, occurs on the Property and i) the Property is not annexed into the City or an agreement made to annex the Property into the City; or ii) is not developed to the City’s standards, then the District may not provide wastewater collection and treatment services to the Property. Connection of the Property to District services may require consent of the City.

6. Under the Agreement, redevelopment is a) an increase in the number of living units in the R-M zoning; b) an increase in building size in the C-G, MLP, and M-L zonings; c) a change in zoning classification which will be reasonably expected to result in an increase of 10% in flow of wastewater over the amount expected to be produced under the existing land use; or d) a change in the quality of wastewater requiring treatment differing from that required for domestic household wastewater.

7. Khan Enterprises, LLC, or any successor owner of the Property, if any, will notify the City and District prior to redevelopment, as defined by the Agreement, occurring on the Property.

8. The benefits and burdens of this of this Acknowledgement of Agreement are intended to attach to and run with the land. The benefits of this Acknowledgment of Agreement shall inure to the benefit of the City, District, Khan Enterprises, LLC and their successors, heirs, and assigns. The obligations hereunder shall be binding on Khan Enterprises, LLC and its successors, heirs, assigns and successor owners of the Property.

9. The District intends to record this Amendment in the office of the Boone County Recorder of Deeds.

10. The undersigned hereby represents and warrants that they have the required legal authority to execute this Acknowledgment of Agreement to bind themselves and the entity on whose behalf they sign to the facts, terms and conditions set forth herein.

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

**DRAFT**

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

KHAN ENTERPRISES, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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 **Khan Enterprises, LLC**, to me known to be the persons who executed the foregoing Acknowledgment of Agreement, and being duly sworn, acknowledged that he/she is a \_\_\_\_\_ of **Khan Enterprises, LLC**, a limited liability company, and that he/she is authorized by the operating agreement of said limited liability company to execute said Acknowledgment of Agreement on behalf of said limited liability company and acknowledged that he/she executed the same as a free act and deed of said limited liability company 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.

\_\_\_\_\_  
, Notary Public

**DRAFT**

**EXHIBIT A**

Sewer Purchase and Interconnection Agreement: Boone industrial Park, Gaslight Acres

SECRET

22

Introduced by Hindman

First Reading 4-5-04

Second Reading 4-19-04

Ordinance No. 018065

Council Bill No. B 113-04

AN ORDINANCE

~~Exhibit B~~

authorizing the City Manager to execute a sewer purchase and interconnection agreement with Boone County Regional Sewer District for property located in Boone Industrial Park and Gaslight Acres; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a sewer purchase and interconnection agreement with Boone County Regional Sewer District for property located in Boone Industrial Park and Gaslight Acres. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 19th day of April, 2004.

ATTEST:

[Signature]  
City Clerk

[Signature]  
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]  
City Counselor

018065  
Permitt Record  
Filed in Clerk's Office



**SEWER PURCHASE AND INTERCONNECTION AGREEMENT:  
BOONE INDUSTRIAL PARK, GASLIGHT ACRES**

This agreement is entered into this 30<sup>th</sup> day of April, 2004, between the Boone County Regional Sewer District, a common sewer district organized pursuant to Chapter 204 RSMo ("District") and the City of Columbia, MO, a municipal corporation ("City").

WHEREAS, District currently provides sewer service to Boone Industrial Park and to residents of Gaslight Acres service area located north of the Columbia City limits; and

WHEREAS, District currently treats wastewater generated in the Gaslight Acres service area in a small wastewater lagoon that is at capacity; and

WHEREAS, City operates a regional wastewater treatment plant which is capable of providing wastewater treatment services for the Gaslight Acres service area and Boone Industrial Park; and

WHEREAS, it is feasible to construct a sewer connecting the Gaslight Acres sewer collection system to the City's Cow Branch Outfall and to eliminate the Gaslight Acres lagoon; and

WHEREAS, Boone Industrial Park is surrounded on three sides by the City and future increases in sewage load is most efficiently handled by the City.

Now therefore in consideration of the mutual covenants set out below the parties agree as follows:

1. The City shall purchase the Boone Industrial Park wastewater treatment and collection system for the amount of \$5,236.92.
2. Upon execution of this agreement, the District shall close the Boone Industrial Park wastewater treatment plant and connect the sewer collection system of Boone Industrial Park to the City's Cow Branch Outfall sewer at its cost. All connections shall be to City standards.
3. The District shall be responsible for complying with all Department of Natural Resources regulations regarding abandoned wastewater treatment facilities at its own cost.
4. Upon connection of the Boone Industrial Park collection system to the City's outfall sewer, District customers in the Industrial Park shall become the City's sanitary sewer customers.
5. The City shall allow the connection of the existing District sewerage collection system for the BCRSD service area, as shown on Exhibit A, to the City's Cow Branch Outfall sewer.





6. The District shall shut down and close the existing sewerage lagoon servicing its Gaslight Acres customers. District shall be responsible for reclaiming the lagoon site and shall be responsible for compliance with all Department of Natural Resources regulations regarding abandoned wastewater treatment facilities. Before closing the lagoon, District shall apply to the City Council to annex the lagoon site into the City. The annexation petition may request that the property be placed in zoning district M-1. If the proposed ordinance annexing the lagoon site does not place the property in zoning district M-1, District may withdraw the petition for annexation.
7. District shall maintain all public sewers in the BCRSD service area collection system in compliance with City sewer standards and plumbing codes. City shall inspect the public sewers within the BCRSD service area and Boone Industrial Park service area collection systems prior to construction of the connecting sewer to determine existing conditions and to identify any required repairs. District shall correct any deficiencies in the BCRSD service area and Boone Industrial Park service area collection systems prior to connection to the City's sewer system. City shall have the right to periodically inspect the public sewers in the BCRSD service area collection system for as long as the collection system is connected to the City's sewer system.
8. The customers served by the BCRSD service area shall remain customers of the District. District agrees to pay City a service fee for each District customer in the BCRSD service area. This fee shall be equivalent to .80 times what the customer would pay if the customer were connected to City sewer service within the corporate limits of the City. This fee shall be the same as charged by the City for other interconnections and may be reviewed and changed upon mutual agreement.
9. City shall submit to District a monthly bill which shall represent the sum of the service fees for each customer of District being served by this agreement as calculated by City on the basis of the water records.
10. If a District customer in the BCRSD service area occupies a unit which was unoccupied during the preceding month, City will calculate the water usage for billing purposes in the same manner as it calculates the water usage for City customers in the same situation.
11. District shall promptly notify City when customers in the BCRSD service area have been connected to the BCRSD service area collection system.
12. City shall not connect customers outside the BCRSD service area to the collection system without prior written consent of the District. District shall not connect customers outside the BCRSD service area to the collection system without prior written consent of the City. Excluding property owned by the Boone County Fire Protection District in the BCRSD service area at the time this agreement is executed, the City's consent shall be obtained before any redevelopment occurs in the BCRSD service area, which consent shall not be



unreasonably withheld provided the requirements of this paragraph are satisfied. Redevelopment shall be defined as (a) an increase in the number of living units in the R-M zoning, (b) an increase in building size in the C-G, MLP, and M-L zonings, (c) a change in zoning classification which will be reasonably expected to result in an increase of 10% in flow of wastewater over the amount expected to be produced under the existing land use, or (d) a change in the quality of wastewater requiring treatment differing from that required for domestic household wastewater. If redevelopment occurs, then the land subject to redevelopment shall be required to annex or agree to annex into the City of Columbia and develop to City of Columbia standards as a condition to receipt of District wastewater collection and treatment services, but such redeveloped land shall continue to be served as a District customer.

13. The term of this agreement as it relates to the BCRSD service area shall be for twenty years beginning on the date it is executed. Thereafter, the agreement shall automatically be renewed for successive terms of twenty years unless it is terminated pursuant to the provisions of this paragraph. Beginning twenty years after the date of this agreement, each party shall have the right to terminate this agreement with cause upon giving five years prior written notice to the other party.
14. City is entering into an annexation agreement with Boone County at the same time it is entering into this agreement. The annexation agreement pertains to the property shown in Exhibit A. Under the annexation agreement, City will, subject to its public improvement process, extend the Cow Branch Outfall sewer to the County property and allow the County and tenants on the County property to connect lateral sewers to the Cow Branch Outfall sewer. District agrees that County and any tenants on the County property connecting to the Cow Branch sewer shall be City sewer customers. District further agrees that the Crown Power and Equipment Company located on Prathersville Road shall also be a City sewer customer when the connection to the Cow Branch sewer is accomplished. District agrees to convey to the City, without charge, all sewer easements and all sewer lines and appurtenances that it owns on the County property and extending to the Crown Power and Equipment Company as soon as the sewer lines are attached to City's Cow Branch Outfall sewer.
15. **This agreement is contingent upon City and Boone County entering into the annexation agreement referenced in paragraph 14.**
16. This agreement is not intended to confer any rights or remedies on any person other than the parties.
17. Any amendments to this Agreement shall be in writing.



CITY OF COLUMBIA, MISSOURI

By: Raymond A. Beck  
Raymond A. Beck, City Manager

ATTEST:

Sheela Amin  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann  
Fred Boeckmann, City Counselor

BOONE COUNTY REGIONAL SEWER DISTRICT

By: Tom Ratermann  
Tom Ratermann, Manager

ATTEST:

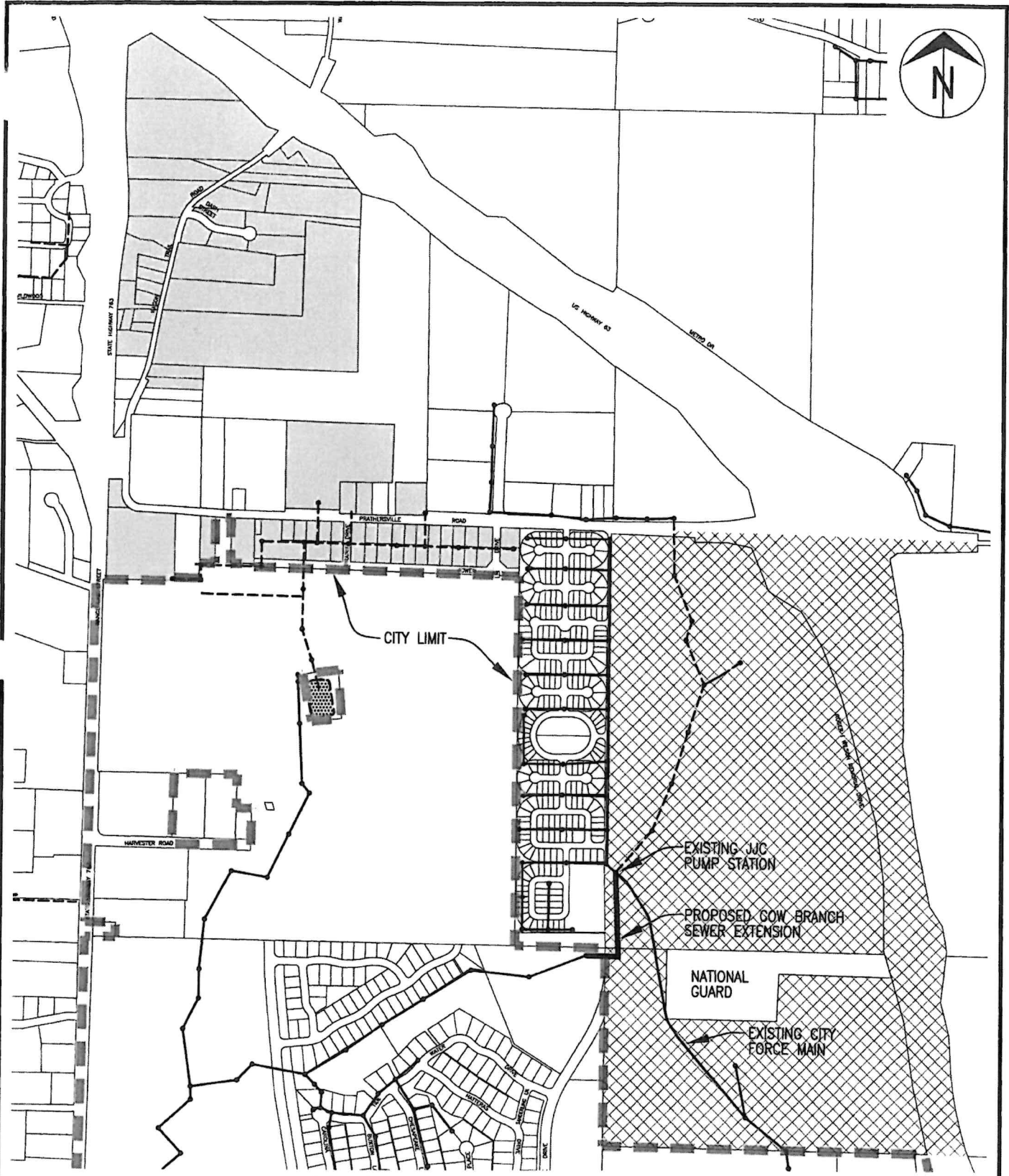
Lesley Oswald  
Lesley Oswald, Assistant Secretary

APPROVED AS TO FORM:

John Patton  
John Patton, General Counsel



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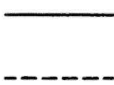


**LEGEND**




BCRSD SERVICE AREA

PROPOSED COUNTY ANNEXATION



EXISTING CITY SEWER

EXISTING BCRSD SEWER

 **City of Columbia, Missouri**  
Department of Public Works

**EXHIBIT A**  
GASLIGHT ACRES CONNECTION AGREEMENT  
AND BOONE COUNTY ANNEXATION AGREEMENT

Scale: None      Dwn: N.L.H.      Date: 12/5/03

