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**AGREEMENT REGARDING DAN HAGAN TEMPORARY AND PERMANENT
SEWER EASEMENTS, EDGEWATER/WATERS EDGE RECREATIONAL
ASSOCIATION TEMPORARY AND PERMANENT SEWER EASEMENTS AND DAN
HAGAN CONTRIBUTION FOR NINE (9) FREE SEWER TAP FEES**

Grantors: Dan Hagan, a single person.

Grantees: Boone County Regional Sewer District, a common sewer district organized and operated under Chapter 204 RSMo., of Boone County, State of Missouri [mailing address: 1314 North Seventh Street, Columbia, MO 65201]

Re: The following described real estate situated in Boone County, Missouri:

See **Exhibit A**

**Date of
Document:** July _____, 2023

**AGREEMENT REGARDING DAN HAGAN TEMPORARY AND PERMANENT
SEWER EASEMENTS, EDGEWATER/WATERS EDGE RECREATIONAL
ASSOCIATION TEMPORARY AND PERMANENT SEWER EASEMENTS AND DAN
HAGAN CONTRIBUTION FOR NINE (9) FREE SEWER TAP FEES**

This Agreement regarding Dan Hagan Temporary and Permanent Sewer Easements, Edgewater/Waters Edge Recreational Association Temporary and Permanent Sewer Easements and Dan Hagan Contribution For Nine (9) Free Sewer Tap Fees (this “Agreement”) is made as July _____, 2023 (the “Effective Date”) by and between **Dan Hagan**, a single person (“Hagan”) and **Boone County Regional Sewer District**, a common sewer district organized and operated under Chapter 204 RSMo., of Boone County, State of Missouri (the “District”) in view of the following facts, matters and circumstances:

WHEREAS, Hagan owns the property legally described on Exhibit A (the “Hagan Property”);

WHEREAS, the District desires to complete a sewer extension project (the “Project”) across the Hagan Property;

WHEREAS, Hagan has agreed to convey certain sewer easements and temporary access easements to the District at no cost and to contribute the total sum of \$20,700 to the District in order to facilitate construction of the Project; and

WHEREAS, in exchange for such easements and contribution, the District has agreed to allow residences on the Hagan Property to connect to the proposed sewer extension and to waive the residential sewer tap fee for nine residential properties on the Hagan Property;

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, Hagan and the District hereby agree as follows:

1. Payment of \$20,700. Within thirty (30) days of the completion of the Project and the placement of the new sewer line in service, Hagan shall deliver payment in the amount of Twenty Thousand, Seven Hundred and 00/100 Dollars (\$20,700.00) to the District.

2. Delivery of Easements. Within thirty (30) days of the full execution of the construction contract for the Project, Hagan shall deliver a fully executed permanent sewer easement and temporary access easement to the District substantially in the form of **Exhibit B** and **Exhibit C** and shall cause Edgewater/Waters Edge Recreational Association to provide a fully executed sewer easement substantially in the form of **Exhibit D**. Further, said easements shall naturally expire and terminate 180 days following the execution of the construction contract for the Project if the Project has not been completed and the sewer line placed in service by such date; provided, however, that the District’s obligation to restore the easement areas to the original condition shall survive the expiration and termination of such easements.

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3. **Waiver of Residential Sewer Tap and Connection Fee.** In consideration of the payment and delivery of the easements described above, the District shall allow residential structures on the Hagan Property to connect to the sewer extension. Further, the District shall waive the residential sewer tap and connection fee for nine additional residential structures on the Hagan Property. After nine residential structures have been connected, the District shall allow additional residential structures on the Hagan Property to connect to the sewer extension without limitation but such residential structures shall be required to pay the then-current residential sewer tap and connection fee.

4. **Terms to Run with the Land.** The mutual promises and covenants set forth in this Agreement are intended to run with the land of the Hagan Property and shall be binding upon, and inure to the benefit of, the current and future owners of the Hagan Property. Specifically, Hagan reserves the right to assign the waiver of the sewer tap fee to future owners of the Hagan Property.

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

GRANTOR:

Dan Hagan

GRANTEE:
BOONE COUNTY REGIONAL SEWER DISTRICT

BY: _____
Tom Ratermann, General Manager

ATTEST:

BY: _____
Sandi Clark, Assistant Secretary

FORM APPROVED:

BY: _____
Christopher R. Pieper, General Counsel

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STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this _____ day of _____, 2023, before me personally appeared Dan Hagan, a single person, to me known to be the person described in and who executed the foregoing instrument 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 the State and County aforesaid, the day and year first above written.

_____, Notary Public
_____, County, State of Missouri
My commission expires: _____

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this _____ day of _____, 2023, before me, the undersigned, a notary public in and for the State of Missouri and County of Boone, at my office in Columbia, Missouri, personally appeared Tom Ratermann, to me personally known, who being by me first duly sworn did state and acknowledge that he is the General Manager of the Boone County Regional Sewer District and is duly authorized by the Board of Trustees of such district to execute this instrument and that he executed the foregoing document in the name of and on behalf of the said district; and that the foregoing document constitutes the free act and deed of said district.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in Columbia, Missouri on the day and year hereinabove first written.

_____, Notary Public
_____, County, State of Missouri
My commission expires: _____.

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Exhibit A – Legal Description of Hagan Property

Lots One (1) through Fourteen (14) of Waters Edge Estates Block VI, as shown by the plat thereof recorded at Book 27, Page 34 of the Real Estate Records of Boone County, Missouri.

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Exhibit B – Permanent Sewer Easement

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Exhibit C – Temporary Access Easement

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Exhibit D – Edgewater/Waters Edge Sewer Easement