

REIMBURSEMENT AGREEMENT FOR PLAN ENGINEERING

This Reimbursement Agreement for Plan Engineering (“Agreement”) is entered into this ___ day of _____, 2024, by and between the Boone County Regional Sewer District, a common sewer district organized and operated under Chapter 204, RSMo. (the “District”) and RML Investment Properties LLC, a Missouri limited liability company (“RML”). The District and RML may each be referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, the District commissioned McClure Engineering Company to perform a sewer system evaluation survey of that certain portion of the District’s sewer system which flows into its Prairie Meadows Wastewater Treatment Plant (the “WWTP”);

WHEREAS, McClure Engineering Company provided the District with the BCRSD Prairie Meadows SSES Technical Memorandum, dated February 2024, McClure Project No. 2023001832-000 (the “SSES”);

WHEREAS, the SSES identified several recommendations for improvements to the WWTP and the related collection system, completion of which may add capacity at the WWTP;

WHEREAS, the Parties entered into that certain Reimbursement Agreement dated November 3, 2023, pursuant to which (i) RML agreed to reimburse the District for certain costs related to the SSES and (ii) the District granted to RML the right of first refusal to purchase additional capacity at the WWTP that becomes available due to improvements identified by the SSES;

WHEREAS, RML desires to develop certain real property that is or would be serviced by the WWTP;

WHEREAS, any improvements to the WWTP and/or related collection system that may occur as a result of recommendation by the SSES are likely to benefit RML;

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The District intends to enter into a contract or contracts for completion of construction plans for (a) the improvements identified in Table 6.1 of the SSES and (b) upgrading the force main from Manhole 12588 to the north right-of-way line of Meyer Industrial Drive, as shown on the map attached hereto as Exhibit A (collectively, the “Plan Engineering”).

2. RML agrees to reimburse the District for the cost of the Plan Engineering in the amount of thirty-nine thousand fifty-one dollars (\$39,051) (the “Reimbursement”).

3. The District shall notify RML upon execution of a contract or contracts for the performance of the Plan Engineering. Within fourteen (14) days of receipt of such notice, RML shall remit the Reimbursement to the District.

4. Reimbursement by RML, if any, for the cost of construction and/or repairs incurred by the District shall be governed by separate agreement of the parties hereto.

5. This Agreement shall be binding on, and inure to the benefit of, the parties hereto, and their respective successors and assigns.

6. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement and any addendum or amendment hereto may be executed via facsimile, and the parties agree that the facsimile execution shall be binding upon the parties.

7. Any waiver by either Party of any breach of any term or condition of this Agreement shall not operate as a waiver of any other breach of such term or condition or of any other term or condition, nor shall any failure to enforce such provision hereof operate as waiver of such provision or of any other provision hereof, nor constitute nor be deemed a waiver or release of any other Party for anything arising out of, connected with, or based upon this Agreement. No waiver shall be binding on a Party unless it is in writing and signed by the Party to be bound.

8. All notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed to have been duly given if personally delivered or if mailed, registered or certified, return receipt requested, or by courier guaranteeing overnight delivery, or by facsimile (provided a copy is also mailed by certified mail) to the address specified below:

The District: Boone County Regional Sewer District
Attn: Joe Foster, Executive Director
1314 N. 7th Street
Columbia, Missouri 65201
Telephone: 573-443-2774
E-mail: jfoster@bcrsd.com

RML: RML Investment Properties LLC
Attn: Jay Burchfield
302 Campusview Dr., Ste. 106
Columbia, MO 65201
Telephone: 573-875-5151
E-mail: jburchfield@silvertreeco.com

or to such other address as a Party may have furnished to the other Party in writing. Any notice given by a Party's attorney shall be deemed given by such Party. Notices sent by

mail are deemed effective when mailed, when sent by courier on the next business day after being delivered to the courier, and by facsimile once received by the recipient's facsimile machine.

9. The parties to this Agreement acknowledge and agree that time is of the essence with respect to the consummation of the transactions contemplated by this Agreement.

10. The provisions of this Agreement will be deemed severable, and if any provision of this Agreement is held illegal, void or invalid under applicable law, such provision may be changed to the extent reasonably necessary to make the provision legal, valid and binding.

11. No amendment or modification of this Agreement shall be effective unless it is in writing and signed by each Party to this Agreement.

12. This Agreement and all exhibits attached hereto contain the entire agreement between the parties, and no representations, promises, provisions, terms, warranties, conditions or obligations whatsoever, express or implied, other than herein set forth shall be binding upon the parties to this Agreement. This Agreement supersedes all prior agreements between the parties concerning the SSES and the Reimbursement.

13. RML hereby represents and warrants to the District that the individual executing this Agreement on behalf of RML has authority to execute the same.

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

In witness whereof, the parties hereto have executed this Agreement on the dates below written, and the Agreement is effective as of the date first above written.

RML:

RML INVESTMENT PROPERTIES LLC

By: _____
Jay Burchfield, Manager

Dated: _____

THE DISTRICT:

BOONE COUNTY REGIONAL
SEWER DISTRICT

By: _____
Joe Foster, Executive Director

Dated: _____

ATTEST:

Sandi Clark, Assistant Secretary

APPROVED AS TO FORM:

Christopher Pieper, General Counsel

EXHIBIT A

System Map



DISCLAIMER: READ CAREFULLY: The existence, dimension, and location of facilities as well as other information, on this map may be based on unverified historic information and should not be relied upon for any purpose without actual field verification

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