

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

**THIS THIRD AMENDMENT TO AGREEMENT FOR PROVISION OF WASTEWATER TREATMENT SERVICES** (the “Third Amendment”) is made as of \_\_\_\_\_, 2024 (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, and recorded in the Boone County, Missouri Recorder of Deeds Office at Book 5466, Page 57, as amended by that certain First Amendment dated as of August 3, 2022, and recorded in the Boone County, Missouri Recorder of Deeds Office at Book 5668, Page 110, as amended by that certain Second Amendment dated as of September 27, 2022, and recorded in the Boone County, Missouri Recorder of Deeds Office at Book 5682, Page 19 (the “Agreement”) 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. The real estate that is the subject of the Agreement and this Third Amendment is located in Boone County, Missouri and described as follows:

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 10, TOWNSHIP 47 NORTH, RANGE 12 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BOONE COUNTY, MISSOURI BEING ALL OF BUTCH’S INVESTMENTS PLAT 1 AS RECORDED IN PLAT BOOK 56, PAGE 77 AND ALSO DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 5275, PAGE 7, ALL OF THE BOONE COUNTY RECORDS.

C. 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 deleting Section 2.5 in its entirety and inserting the following as Section 2.5:

**2.5 District Permits** – Owner shall discharge wastewater into District’s collection and treatment system only in compliance with a Waste Water Treatment Capacity Allocation Permits duly issued by District. Each of the four (4) lots comprising the Property shall operate in compliance with a separate permit for each individual lot. The permits shall authorize daily discharge of wastewater in an amount not to exceed the following: (i) Lot 1 of the Property – three hundred ninety (390) gallons per day; (ii) Lot 2 of the Property – one thousand thirty-five (1,035) gallons per day; (iii) Lot 3 of the Property – one thousand one hundred twenty-one (1,121) gallons per day; and (iv) Lot 4 of the Property – three hundred forty (340) gallons per day. Each such permit shall provide that no vehicle wash shall be constructed, operated, or otherwise permitted on the Property. Each such permit must be approved by the District and executed by the Owner prior to recording of the Property plat; subsequent amendments or changes to any such permit, if any, must be approved by the District, executed by the Owner, and shall be recorded as soon as practicable. Each such permit shall run with the land to which it applies, be binding upon the Owner and its successors in title, and shall be recorded by District in the office of the Boone County Recorder of Deeds. Owner agrees that it shall not sell, convey, or otherwise transfer ownership of any portion of the Property prior to the District recording the permit applicable to the portion to be sold, conveyed, or otherwise transferred. Owner agrees that it will comply with all conditions of the permits issued by District.

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:

DISTRICT:

BUTCH'S INVESTMENTS LLC

BOONE COUNTY REGIONAL SEWER DISTRICT

By: \_\_\_\_\_  
Kevin J. Brown, Member

By: \_\_\_\_\_  
Joe Foster, Executive Director

And

ATTEST:

By: \_\_\_\_\_  
Linda Kathleen Brown, Member

\_\_\_\_\_  
Sandi Clark, 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 \_\_\_\_\_, 2024, 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 \_\_\_\_\_, 2024, 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 \_\_\_\_\_, 2024, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared **Joe Foster**, to me known to be the Executive Director 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