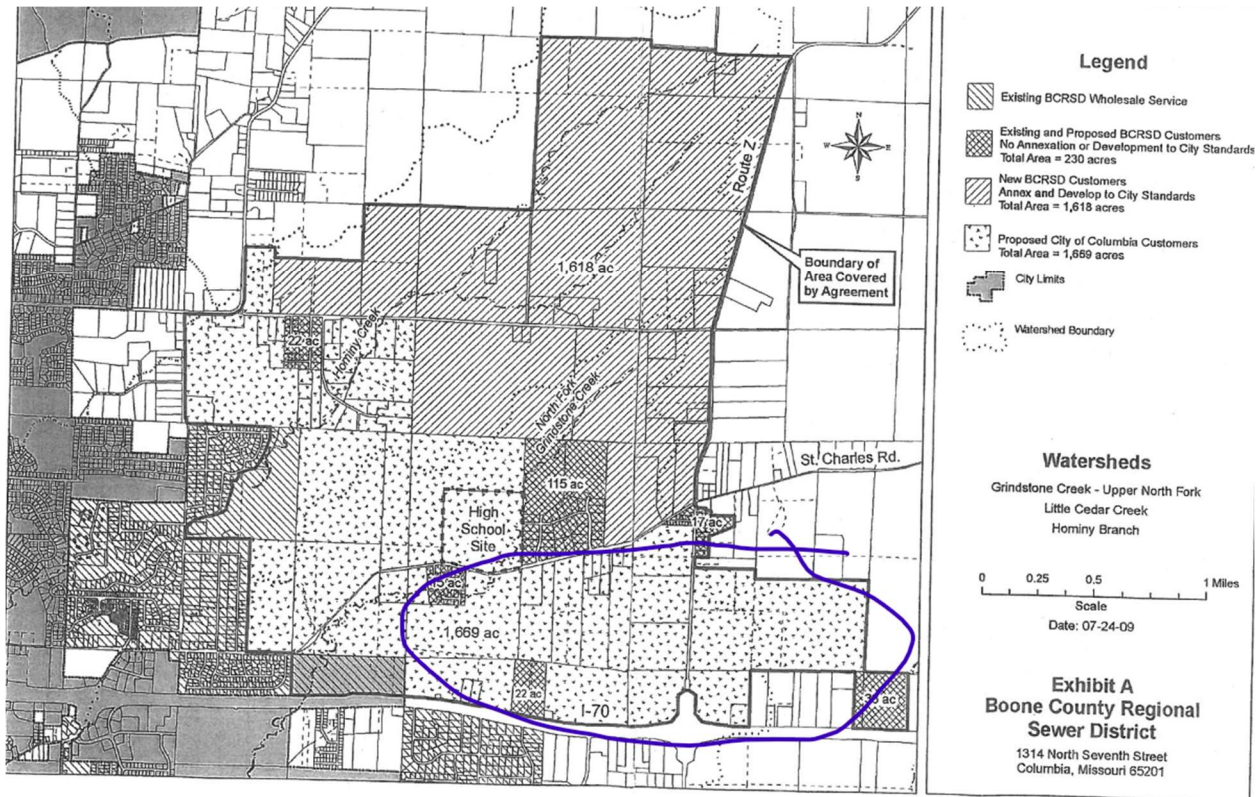


Highlights:

5. The City shall bid the project pursuant to established City policy. City, however, shall not bid the project until said project has been approved and authorized for District participation by the Missouri Department of Natural Resources for state revolving fund purposes. The District shall reimburse the City for 43.93%, with a not to exceed amount of \$600,000.00, of the cost to construct the connecting sewer which includes construction, engineering, subsurface exploration to determine rock excavation quantities, and easement acquisition; but District shall not pay for easement acquisition related to trail easements. District shall own the connecting sewer from Station 34 + 82.51 to Station 62 + 11, as shown on the construction plans; this section of the connecting sewer representing 43.93 % of the connecting sewer. This section of the sewer trunk line shall be **owned by the District but shall be maintained by the City and shall be under the City's control.** The City shall maintain and operate the connecting sewer at its cost in accordance with established City policies subject to the terms and conditions of this agreement. The District at its cost shall close the above described lift station currently serving Fairway Meadows and District at its cost shall close the Shaw Wastewater Treatment Plant. City will impose no

13. All new development, within the areas designated "New BCRSD Customers" and "Proposed City of Columbia Customers" on the attached Exhibit A shall before receiving City or District sewer service, be required to annex to the City (if contiguous and compact to city limits) or enter into an agreement with the City to annex (if not contiguous and compact to city limits). Property owners entering into annexation agreements shall be required to develop their property according to City standards. City and District shall not provide sanitary sewer services to those property owners who choose not to annex into the City within the areas designated on the attached Exhibit A. Property owners in the areas designated "Existing and Proposed BCRSD Customers" on the attached Exhibit A shall not be required to annex their property or develop to City standards in order to receive sewer service from the District.

18. City shall not connect sewers to the District's sewers without the prior written consent of the District.



**SEWER EXTENSION AGREEMENT
BETWEEN
THE CITY OF COLUMBIA
AND
SETZER PROPERTIES, LLC**

2. Developer shall incur and pay all costs associated with Development, except as otherwise provided herein. Developer shall reimburse City for any costs incurred by City toward Development, including any costs incurred in obtaining easements necessary for Development. In exchange for Developer's completion of the Development, City shall collect project connection fees (defined below) and tender such fees to Developer as described herein.

7. Developer shall facilitate BCRSD's inspections of, and obtain appropriate approvals from BCRSD regarding connection to, the BCRSD sewer line that connects with the City sewer system. Parties shall consult with each other regarding work on the Development and shall advise the BCRSD of work on Development. Parties shall notify BCRSD of this Agreement. In the event BCRSD fails to approve Developer's proposed connection to BCRSD's sewer line, then this Agreement shall become null and void and Developer shall be released from any obligation to construct the Development.

8. Following completion and City's Final Acceptance of the Development, except as provided herein, City shall assume responsibility for maintenance of the sanitary sewer extension in a manner similar to the City's maintenance of the City-wide sanitary sewer system. The City's review and acceptance of the Development for the purposes of assumption of maintenance responsibilities shall be based on the City's standard sanitary sewer specifications in place as of the Effective Date.

10. Prior to the City's acceptance of the Development, Developer shall enter into a separate agreement with City providing for Property to be annexed into City when Property becomes contiguous and compact to City limits.

26. All work scheduled by Developer shall be planned with the consent of City and knowledge of BCRSD and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of City. Developer shall obtain appropriate approvals from BCRSD regarding connection to the BCRSD sewer line that connects with the City sewer system.

42. Notwithstanding anything herein to the contrary, this Agreement is conditioned and contingent upon the following contingencies being satisfied on or before October 1, 2024 (the "Contingency Period"):
 - a. BCRSD shall have approved the proposed connection to the BCRSD sewer system; and
 - b. Developer must be satisfied that the proposed Development is feasible and that there is no condition, circumstance or aspect of the Development that is unacceptable, unreasonable or cost-prohibitive, all at Developer's sole and absolute discretion.

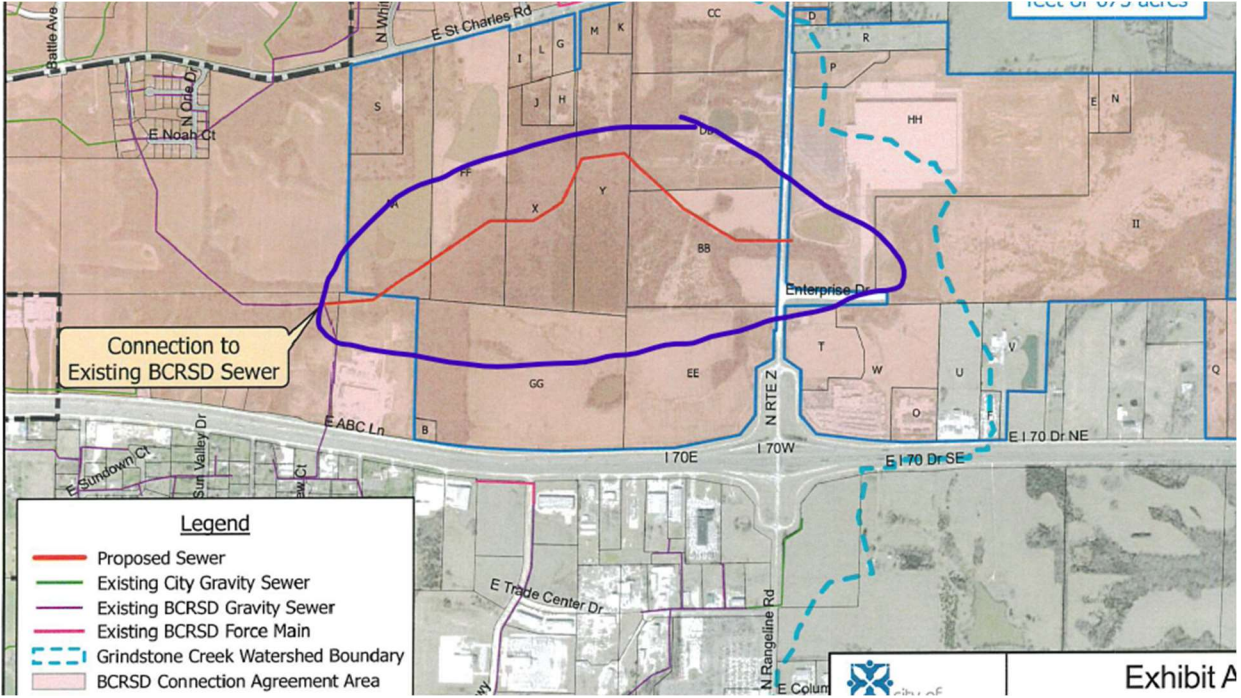


Exhibit A