

AGREEMENT FOR PROVISION OF WASTEWATER TREATMENT SERVICES

THIS AGREEMENT FOR PROVISION OF WASTEWATER TREATMENT SERVICES (the “Agreement”) dated the ____ day of _____, 20__, is made 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 _____, Lisa J. Porter, as Trustee of the Jehovah-Jireh Trust dated July 22, 2021, and Michael L. Porter, Sr. and Lisa J. Porter, husband and wife residing in Missouri (each herein referred to as “Owner” and collectively as “Owners”).

IN CONSIDERATION of the performance by each party of the respective obligations described in this Agreement, the parties specifically agree to the following:

1. Background of Agreement – This Agreement is made in view of the following facts which the parties agree to be true:

1.1 Owner’s real estate that is the subject of this agreement is located in Boone County, Missouri and is further described as Lots 6, 7, 8, 9, 10, 11, 12, 13 and 14 depicted on the Final Plan dated May 10, 2017 with minor revision February 18, 2021, by David Thomas Butcher

(the “Final Plan”) which is attached hereto as Exhibit A and made a part hereof by reference (such real estate hereinafter referred to as the “Property”).

1.2 Owner desires to develop the Property and obtain sanitary sewer services to the same from the District.

1.3 The District is willing to provide sanitary services to Owner’s Property if Owner agrees to and performs certain obligations described herein.

1.4 The Property will be connected to a to-be-constructed District force main along the north side of Missouri State Route K. Owner will construct, or cause a third party to construct, said force main. Said force main will be connected to District’s South Route K Wastewater Treatment Facility. Upon completion, said force main will be conveyed to the District.

1.5 In order to memorialize the terms and conditions of the Owner’s and District’s agreement with respect to the provision of public sanitary sewer services to the Owner’s Property, the parties are entering into this Agreement.

2. Owner’s Obligations – Owner agrees to perform the following obligations:

2.1 Construction of Sanitary Sewer and Service Connections – Owner hereby agrees to retain, at Owner’s expense, Crockett Engineering or another licensed, qualified engineer reasonably acceptable to District to develop plans and specifications for the construction of necessary public sanitary sewer and service connections in accordance with the District standards and regulations. Upon District’s approval of such plans and

specifications, Owner further agrees to construct such sanitary sewer and service connections at Owner's own expense in accordance with the approved plans and specifications. As set forth in Paragraph 3.3 hereof, plans and specifications for the sanitary sewer shall be reviewed and approved by District as a condition precedent to the performance by the District of its obligations under this Agreement. All sanitary sewer construction shall be in conformity with rules and regulations enacted by District and currently in effect. All public wastewater collection facilities constructed by Owner shall be inspected and approved by District and thereafter, upon Owner's receipt of written authorization from District, shall be conveyed to the District in accordance with the terms of this Agreement and the District's regulations. Owner agrees to pay all fees for permits required by governmental agencies having jurisdiction over said construction work.

2.2 Conveyance and Transfer By Bill of Sale – Upon final completion of all construction work described herein, Owner agrees to transfer, assign and convey to District all sewer lines, manholes, equipment and other personal property constructed or acquired by Owner under this Agreement by a Bill of Sale substantially similar to the form attached hereto as Exhibit B. In addition, Owner shall also transfer and assign to District, as applicable, all warranties, service manuals and other documentation pertaining to the equipment and facilities constructed by Owner and accepted by District. It is understood and agreed that the District shall have no obligation or responsibility for the operation, repair or maintenance of any facilities constructed until District accepts transfer of ownership of such facilities. It is further understood and agreed that the Owner shall warrant treatment and collection facilities for a period of two years after acceptance by District against defective materials and faulty workmanship and for maintenance of backfilled areas. Developer shall provide to the District an electronic file of the as-built drawing and sealed as-built drawings. All electronic as-built file information must reference the Missouri State Plane Coordinate system currently in use by the District, and be properly projected into its correct spatial location prior to submitting to the District.

2.3 Payment for Treatment Capacity – ~~Owner agrees to pay to District the sum of \$20,700.00 (\$2,300.00 for each of nine lots, specifically Connection fees for those nine lots numbered 6, 7, 8, 9, 10, 11, 12, 13, and 14 as shown on the Final Plan and referred to herein as the Property have been received by the District). Said sum shall be paid to District in full prior to any final plat of the Property being recorded, or any building permits being issued by Boone County for the development to which this Agreement is applicable, whichever occurs sooner, but in no event later than ninety days following the effective date of this Agreement.~~ Owner further agrees to pay the inspection fee required in Section 2.9.3.1 of the District's Sewer Use Regulations. In the event full payment is not made as prescribed by this paragraph, the District may terminate this Agreement by giving Owner written notice of termination. Allocated treatment capacity shall be available for use by Owner provided Owner constructs and connects the Property subject to this Agreement to District facilities within ten years following execution of this Agreement; in the event Owner does not connect the Property subject to this Agreement to District facilities within ten years following execution of this Agreement, Owner may, in its discretion, either extend the time for completion of construction and connection provided for in this Agreement or terminate this Agreement and request a refund of the unused portion of Owner's payment for the allocation of treatment capacity, but in no event shall Owner receive a refund for platted lots.

2.4 Maintenance of Finished Grades and Manhole Adjustments – Owner shall be responsible for the proper backfill of trenches necessary for installation of sanitary sewer mains and connecting laterals and agrees to regrade and make repairs to paved or hard surfaces as well as yard and landscape which result from settlement during the first three years following final completion of all construction work to be completed by Owner under this Agreement. Owner further agrees to be responsible for the adjustment of manhole heights to grades of finished elevation with final grades preventing surface water from entering manholes. In the event the Owner fails to correct deficiencies in manhole elevations within ten calendar days of written request delivered to Owner by District, then District shall have the right and authority to correct any such deficiencies and Owner agrees to pay District all reasonable costs associated with such corrective work upon written invoice and demand made by District.

3. District Obligations – Full performance of Owner’s obligations hereunder shall be a condition precedent to the performance of District’s obligations set forth hereinafter:

3.1 Acceptance of Easements and Collection Facilities – Upon final completion and approval of all construction of sewer collection lines and facilities after final inspection of such lines and facilities pursuant to this Agreement, District agrees to vacate any previously existing sanitary sewer easements which are deemed by District to no longer be necessary, and to accept conveyance and transfer of all public sewer easements, sewer lines, manholes and other appurtenances connected therewith and thereafter to service, maintain, repair and replace such facilities at its own expense in accordance with the standards and practices adopted by the District; provided, however, nothing in this Agreement shall be construed to authorize or permit conveyance of Owner’s non-public service lines or other facilities connected to public sanitary sewer facilities, including but not limited to pumps, pump wet wells, and related controls. It is expressly understood and agreed that all such non-public service lines, facilities and connections, and easements applicable thereto, if any, shall be and remain the property of the Owner and that all service connections to public sanitary sewers as delineated on the plans and specifications shall be the responsibility of the Owner, its successors and assigns, and that the District assumes no liability or responsibility therefor, including but not limited to service, maintenance, repair and/or replacement of such non-public services lines, facilities, connections and applicable easements.

3.2 Provision of Wastewater Treatment Services – District agrees to provide wastewater collection and treatment services to the Property, subject, however, to the terms and conditions of this Agreement upon completion of construction described above and final certification that the sanitary sewer construction is in compliance with State of Missouri Department of Natural Resource rules and all District regulations. All service shall be provided in accordance with and subject to the District’s rules, policies, procedures and regulations applicable to providing customer services and at the rates and charges scheduled for those services. Both Owner and District understand and agree that District shall charge customers on said Property in accordance with the then-current charges for the District’s “Rate C” (Private STEP System) as adopted by the District’s Board of Trustees.

3.3 Conduct Plan Review and Evaluation – The Owner acknowledges that

District intends to retain a licensed, qualified engineer to conduct independent plan review and evaluation of the existing collection system capacity and construction plans for the necessary public sanitary sewer within the Property subject to this Agreement. The Owner shall reimburse to the District the actual cost of the plan review and evaluation study within 30 days of invoice. Cost of independent plan review and evaluation of the construction plans shall not exceed \$4,000 without written approval of the Owner.

4. Waiver of Connection Fees – Upon the Owner’s payment of all sums required to be paid under this Agreement, the District agrees not to impose additional connection fees for the Property for which treatment capacity is purchased under this Agreement so long as Owners fulfill all obligations hereunder.

5. Arm’s Length – The Parties hereto agree that this Agreement was negotiated at arm’s length and that for the purposes of interpretation neither Party shall be deemed the drafter of this Agreement.

6. Assignment – The Owner shall not assign their rights or obligations under this Agreement in whole or in part without the written consent of District, provided; however, that nothing in this paragraph is intended or should be construed to prevent or restrict Owner from selling the Property to which this Agreement is applicable along with the allocated treatment capacity for the designated number of residential or commercial units provided for herein after the date Owner pays District in full for all treatment capacity purchased under this Agreement.

7. Representations and Warranties – All of the undersigned hereby represent and warrant that they have the required legal authority to execute this Agreement and to bind themselves, or the entity on whose behalf they sign, to the terms and conditions set forth herein.

8. Entire Agreement and Amendment of Agreement – This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and agreements between the parties, written or verbal, and may be amended only by a signed writing executed with the same formality as this Agreement. All parties to this Agreement acknowledge that by executing this Agreement they have read, considered, and understand the terms and conditions of this Agreement and consequences thereof.

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

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

“OWNER”:

“DISTRICT”:

**JEHOVAH-JIREH TRUST DATED
JULY 22, 2021**

**BOONE COUNTY REGIONAL SEWER
DISTRICT**

By: _____
[NAME] Lisa J. Porter, Trustee

By: _____
Joe Foster, Executive Director

AND

MICHAEL L. PORTER and
LISA J. PORTER,
husband and wife

ATTEST:

Sandi Clark, Assistant Secretary

FORM APPROVED:

Michael L. Porter, Sr.

By: _____
Christopher R. Pieper, General Counsel

Lisa J. Porter

State of Missouri)
)SS.
County of Boone)

On this _____ day of _____, 20__, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared [_____, Lisa J. Porter, Trustee of Jehovah-Jireh Trust dated July 22, 2021], to me known to be the person who executed the foregoing Agreement for Provision of Wastewater Treatment Services, and being duly sworn, acknowledged that s[he] is the [Trustee of the Jehovah-Jireh Trust dated July 22, 2021], and that s[he] is authorized by said Trust to execute said Agreement for Provision of Wastewater Treatment Services on behalf of said Trust and acknowledged that [s[he]] executed the same as a free act and deed of said Trust 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.

My Commission expires _____

, Notary Public

State of Missouri)
)SS.
County of Boone)

On this _____ day of _____, 20__, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared Michael L. Porter, Sr., to me known to be the person who executed the foregoing Agreement for Provision of Wastewater Treatment Services, 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 Boone County, Missouri, the day and year first above written.

My Commission expires _____

, Notary Public

State of Missouri)
)SS.
County of Boone)

On this _____ day of _____, 20__, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared Lisa J. Porter, to me known to be the person who executed the foregoing Agreement for Provision of Wastewater Treatment Services, and acknowledged that she executed the same as her free act and deed.

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.

My Commission expires _____

, Notary Public

State of Missouri)
)SS.
County of Boone)

On this _____ day of _____, 20___, 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 Agreement for Provision of Wastewater Treatment Services, on behalf of said Boone County Regional Sewer District for the purpose 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.

My Commission expires _____

, Notary Public

EXHIBIT A

FINAL PLAN

EXHIBIT B

FORM OF BILL OF SALE

BILL OF SALE

THIS INDENTURE, made and entered into this ____ day of _____, 20__, by and between _____, Trustee of the Jehovah-Jireh Trust dated July 22, 2021, First Party and the Boone County Regional Sewer District, a political subdivision of the State of Missouri, Second Party.

WITNESSETH:

WHEREAS, the First Party has built and constructed certain sewerage facilities in accordance with the plans and specifications and under the supervision and inspection of Second Party, and;

WHEREAS, the First Party is desirous of selling and transferring the same and all necessary and proper appurtenances and easements for sewerage facilities purposes thereto to the Second Party in consideration of Second Party's perpetual upkeep and maintenance as part of the general sewerage system of Second Party, and;

WHEREAS, Second Party is desirous of accepting the same subject to the approval and acceptance of this conveyance by the Board of Trustees of the Second Party.

NOW, THEREFORE, the First Party does by these presents, in consideration of Ten Dollars (\$10.00) and other valuable considerations to him paid, the receipt and sufficiency of which is hereby acknowledged, SELL, GRANT, ASSIGN, and TRANSFER to the Second Party and its successors forever, the following property:

[list personal property, ie: pipe, manholes, cleanouts etc.]

TO HAVE AND TO HOLD the same with all the rights, immunities, privileges and appurtenances thereto belonging, unto the Second Party and its successors, forever, so that neither the First Party, nor his/her assigns, nor any other person or persons for him/her or in his/her behalf, shall or will hereafter claim or demand any right or title in the same, or any party thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said First Party has hereunto set their hands the day and year first above written.

By: _____
Trustee of the Jehovah-Jireh Trust dated July 22, 2021

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this __ day of _____, 20__, before me personally appeared _____ to me known to be the person described in the foregoing instrument who upon oath stated that they executed said instrument for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county the date and year first above written.

Notary Public

My commission expires: _____