

**AGREEMENT FOR PROVISION
OF WASTEWATER COLLECTION AND TREATMENT SERVICES**

THIS AGREEMENT dated the 9 day of JULY, 2025 (the “Agreement”), is made by and between Boone County Regional Sewer District, a common sewer district organized and operated under the provisions of Chapter 204 RSMo., (hereinafter “District”), and D & D Investments of Columbia, LLC, a Missouri limited liability company (hereinafter “Developer”).

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 Developer owns real estate (hereinafter “Willow Creek East PRD & PCD” or the “Property”) located in Boone County, Missouri, located generally at 8321, 8591, and 8641 E. St. Charles Road as more fully described on Exhibit A, which is fully incorporated and made part hereof.

Developer will plat the Property into Willow Creek East PRD & PCD to be known as the Willow Creek East under permitted zoning, as depicted on the Preliminary Plat & Review Plan for Willow Creek East PRD & PCD, attached hereto as Exhibit B.

1.2 Subject to the terms and conditions set forth in this Agreement, Developer desires to design and construct a public sewer main and service connections from Willow Creek East PRD & PCD to the District’s main in Willow Creek, Plat No. 1, with connection to the City of Columbia sewer treatment system in accordance with that certain General Cooperative Agreement dated January 20th, 2010 by and between the District and the City of Columbia, MO, as amended (the “Cooperative Agreement”), at Developer’s expense.

1.3 District is willing to provide wastewater collection and treatment services

to the Property if Developer designs and constructs a public sewer main and sewer connections in accordance with the requirements of applicable District rules, policies, procedures and regulations published from time to time (the "Regulations"). Developer shall also convey to the District the personal property comprising the public sewer main and connecting sewer by bill of sale in substantially the form attached hereto as Exhibit C. The plans and specifications prepared in accordance with Section 2.1 hereof shall delineate which portion of the facilities are to be considered public, and contained in the bill of sale, and which are to be owned and maintained by the Developer.

1.4 In order to memorialize the terms and conditions of the Developer's and District's agreement with respect to the provision of public sanitary sewer services to Developer's real estate and the surrounding area, the parties are entering into this written Agreement.

2. **Developer's Obligations** - Developer agrees to perform the following obligations:

2.1 **Design and Construction of Wastewater Collection Facilities** - Developer hereby agrees to retain, at Developer's expense, a licensed, qualified engineer reasonably acceptable to the District to perform the following: develop the plans and specifications for construction of a new public sewer main and sewer connections as necessary to connect the Property to the District's main in Willow Creek, Plat No. 1, with connection to the City of Columbia sewer treatment system in accordance with the Cooperative Agreement, with overall capacity and design approved by District, in accordance with District and Missouri Department of Natural Resources ("MDNR") standards and regulations. Upon District's approval of such plans and specifications, Developer further agrees to construct such public sewer main and sewer connections at Developer's sole expense in accordance with the approved plans and specifications. Plans and specifications for the construction of the new public sewer main and sewer connections 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 by Developer shall be inspected and approved by District and thereafter be conveyed to District in accordance with District's regulations and pursuant to the terms and conditions set forth herein. Developer agrees to obtain all necessary permits and to pay all fees for permits required by governmental agencies having jurisdiction over construction work.

2.2 **Conveyance of Facilities** - Upon final completion of all construction work described herein and District approval of completion of such work, Developer shall transfer, assign and convey to District the collection system for the above property, excluding lateral service lines, and other related support facilities, and personal property constructed or acquired by Developer within permanent public sanitary sewer easement, by easement and bill of sale on forms approved by District. In addition, Developer shall also transfer and assign to District, as applicable, all warranties, service manuals and other documentation pertaining to the equipment and facilities constructed by Developer and accepted by District. It is understood and agreed that the District shall have no obligation to or responsibility for the operation, repair or maintenance of any facilities improved or constructed until District accepts transfer of ownership of such facilities. It is further understood and agreed that the Developer shall warrant the construction described in

paragraph 2.1 above for a period of two years after acceptance by District against defective materials and faulty workmanship and for maintenance of back-filled areas.

2.3 Easements - Developer agrees to provide District with easements on recordable forms approved by District which are substantially similar to the Form Easement attached hereto as Exhibit D or on the recorded subdivision plat for collection lines designated solely for that purpose. Each such recordable easement shall be provided to District on or before the date any final plat is recorded, or as otherwise directed by District, and subject to acceptance by District as otherwise provided under this Agreement.

2.4 Maintenance of Finished Grades - Developer shall be responsible for proper backfill of trenches necessary for installation of gravity sanitary sewer and/or force main and connecting laterals and agree to regrade and make repairs to earth surfaces, paved or hard surfaces, and yard and landscape which result from settlement due to construction or renovation under this Agreement during the first three years following final completion of all construction or renovation work to be completed by Developer under this Agreement. In the event the Developer fails to correct deficiencies in finished grades within 10 calendar days of written request delivered to Developer by District, then District shall have the right and authority to correct any such deficiencies, and Developer agrees to pay District all reasonable costs associated with such corrective work upon written invoice and demand made by District.

2.5 Connection Fees – Contemporaneous with District’s approval of Developer’s plans and specifications for extending the wastewater collection system as provided in paragraph 2.1 above, Developer shall pay to District a connection fee in the amount of \$2,300 for each residential dwelling unit and commercial User (as defined in Section 1.1.34 of the District’s regulations, and sometimes referred to herein as a “residential unit User” or “commercial unit User”), located on the Property provided that such connection fee is paid prior to January 1, 2027. Developer intends to plat multiple residential lots and a commercial lot with multiple commercial buildings and units on the commercial lot, with each commercial building to be subdivided into multiple commercial units. For purposes of determining the number of Users and the quantity of connection fees to be paid by Developer pursuant to this section, as well as utilization of water meters pursuant to Section 2.6 herein and determining base service fees pursuant to Section 2.8 herein, (i) on residential lots zoned for accessory dwelling units, the primary unit and the accessory dwelling unit, if any, shall each be a residential dwelling unit and the occupant of each shall be a User; and (ii) on residential lots zoned for duplexes, each unit of the duplex shall be a residential dwelling unit and the occupant of each shall be a User. The occupant of each commercial unit located on the Property shall be a User, such that that the number of Users shall at all times be equal to the number of commercial units located on the commercial lot. As of the date of this Agreement Developer does not know the quantity of commercial units to be built.

Developer shall notify the District in the event that any commercial building or unit is constructed on the commercial lot. Thereafter, Developer shall pay to District a connection fee for each additional User associated with the additional building(s), and/or commercial unit(s) located on the commercial lot. All connection fees paid by Developer

shall be paid at the District's connection fee rate in effect at time of payment of such connection fee. The District's connection fee rate shall be \$2,300 per User beginning on January 1, 2023, and is subject to change by the District's Board of Trustees. The provisions of this paragraph 2.5 shall run with Developer's real estate and shall be binding upon Developer's successors in interest to said real estate.

2.6 Public Water Meters –Developer shall utilize individual public water meters for each residential or commercial unit within the buildings on the Property. At the request of the Developer the District may bill the Developer's or then-current owner's tenant occupying each unit for District services. Developer, or any subsequent owner of the applicable portion of the Property as Developer's successor in interest to each resident unit and commercial unit, shall be liable for payment of any User charges, connection fees, and other charges of the District. In the event a single water meter is used for multiple residential or commercial units on the property, all fees will be billed to the property owner and not the tenant of the property.

2.7 District Inspection – District shall be permitted to inspect the Property, including, but not limited to, any and all buildings and commercial units located on the Property, to confirm the number of Users and/or water meters on the Property, Developer's compliance with Sections 2.5 and 2.6 herein, and for other purposes as the District determines is reasonably necessary.

2.8 Base Service Fees – In accordance with Section 3.6 of the District's regulations and Section 3.1 of this Agreement, the District shall charge a base service fee for each residential and commercial unit User on the Property regardless of quantity of water usage or number of water meters. The District shall charge the base service fee as adopted by the District's Board of Trustees in effect at the time the charge occurs for each residential and commercial unit User, which base service fee is currently \$29.06 per month for each residential and commercial unit User located on the Property. Developer shall be liable for the payment of the base service fees and any additional sewer service fees for any and all unoccupied units. District shall begin charging the base service fee at the time water meters are installed on the Property.

3. District Obligations - District hereby agrees to undertake and perform the following obligations:

3.1 Acceptance of Collection Facilities And Provision of Treatment Services - In exchange for Developer's performance of Developer's obligations under this Agreement, District agrees to provide wastewater collection and treatment services necessary to serve the real estate described in paragraph 1.1 above as permissible under the zoning regulations of Boone County and MDNR design guidelines for wastewater treatment capacity necessary to serve the units on the real estate described herein. Upon final completion and District approval of all the collection lines and related facilities within the Property and on easements obtained by Developer as described in paragraph 2.3 connecting to the District's main in Willow Creek Estates, Plat No. 1, with connection to the City of Columbia sewer treatment system in accordance with the Cooperative Agreement, and after final inspection of such lines, District agrees to accept conveyance and transfer of all public sewer easements, and other related facilities connected therewith,

but excluding private service laterals, 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 privately owned service lines or other facilities connected to public sanitary sewer facilities which District does not service, repair or maintain under the regulations of the District. All service shall be provided in accordance with and subject to the District's normal rules, policies, procedures and regulations applicable to providing customer services and at the rates and charges normally scheduled for those services.

In accordance with Section 3.4 of the District's regulations, the liability for payment of any User charges, connection fees, base service fees, or other charges levied by the District shall be against the Developer (or the subsequent owner of the property, if any); however, at the Developer's request the District shall establish customer accounts by tenants, lessees and other persons who occupy or use property which is connected to the District's sanitary sewers, but the establishment of such accounts shall not relieve the Developer (or subsequent owner as the case may be) from full financial responsibility for payment of all such User charges, connection fees, base service fees, or other charges levied by the District, nor otherwise affect the District's rights to assert a lien against the property served under Section 204.455, RSMo.

4. **Assignment** - The Developer shall not assign its rights or obligations under this Agreement in whole or in part as a part of any sale or transfer of ownership of the land to which this Agreement is applicable without the prior written consent of District; provided, however, nothing in the Agreement shall be construed to prohibit Developer from selling, leasing, or assigning part or all of its ownership interests in the property which is the subject matter of this Agreement under permissible zoning provided that any such sale, lease, or assignment shall be subject to the terms and conditions of this Agreement as applicable and any other regulations adopted by the District which are binding upon users of District services and customers of the District.

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. **Governing Law** – This Agreement shall be governed and construed pursuant to the laws of the State of Missouri. The parties consent to the exclusive personal jurisdiction of the state and federal courts located in the State of Missouri for the purpose of any suit, action or other proceeding arising out of this Agreement and agree that the venue of any litigation initiated by either party in connection with this Agreement shall be in the state or federal courts of Boone County, Missouri.

7. **Signature, Execution, and Authorizations.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. Each party agrees that this Agreement may be electronically signed, and that any electronic signatures appearing on this

Agreement are the same as the handwritten signatures for the purposes of validity, enforceability, and admissibility.

8. **Recording** – The District shall record this Agreement in the office of the Boone County Recorder of Deeds.

9. **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.

10. **Developer's Representations and Warranties** – On behalf of Developer, the undersigned hereby represents and warrants to District that D & D Investments of Columbia, LLC is the owner in fee simple absolute of the Property as of the date hereof, that D & D Investments of Columbia, LLC will be the Developer of the land subject to this Agreement during the term of this Agreement, and that the undersigned has the required legal authority to execute this Agreement and to bind the Developer to the terms and conditions herein contained.

[Remainder of page intentionally blank; signature page follows]

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

DEVELOPER:

**D & D INVESTMENTS OF
COLUMBIA, LLC**

By: 

Printed Name: Danielle M. Burks

Title: Manager

DISTRICT:

**BOONE COUNTY REGIONAL
SEWER DISTRICT**

By: _____
Jesse Stephens, Interim Executive Director

ATTEST:

By: _____
Brian Burks, Secretary

FORM APPROVED:

By: _____
Christopher Pieper, General Counsel

ACKNOWLEDGMENT

State of Missouri)
)
County of Boone) ss

On this _____ day of _____, 20____, before me a Notary Public in and for said state, personally appeared Jesse Stephens, Interim Executive Director of the Boone County Regional Sewer District and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public
My commission expires:

ACKNOWLEDGMENT

State of Missouri)
)
County of Boone) ss

On this 9 day of JULY, 2025, before me a Notary Public in and for said state, personally appeared Daniel Burks, Member of D & D Investments of Columbia, LLC, and acknowledged to me that he/she is authorized by D & D Investments of Columbia, LLC to execute the foregoing document on behalf of said limited liability company and acknowledged that he/she executed the same for the purposes therein stated.

Danielle Griffith
Notary Public

My commission expires: 10/28/28

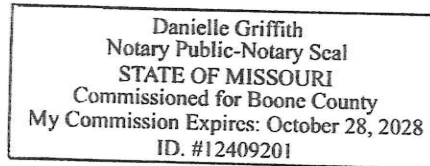


EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

A tract of land containing 23.71 acres, more or less, located in the Northwest Quarter (NW ¼) of Section Six (6), Township Forty-eight North (48N), Range Eleven West (11W), of the Fifth (5th) Principal Meridian, in Boone County, Missouri, being shown and described as Tract One (1) of the Survey recorded April 15, 2005 as Instrument No. 2005009413 in Book 2704, Page 33, Records of Boone County Missouri.

AND

A tract of land containing 20.00 acres, more or less, located in the Northwest Quarter (NW ¼) of Section Six (6), Township Forty-eight North (48N), Range Eleven West (11W), of the Fifth (5th) Principal Meridian, in Boone County, Missouri, being shown and described as Tract Two (2) of the Survey recorded April 15, 2005 as Instrument No. 2005009413 in Book 2704, Page 33, Records of Boone County Missouri.

AND

The northeast part of the west one-half (W ½) of the northwest quarter (NW ¼) of Section 6, Township 48, Range 11, Bounded as follows: Beginning at the northeast corner of the west one-half (W ½) of the northwest quarter (NW ¼) of Section 6; Thence south with the center of the Centralia & Jefferson City Road 1377.5 feet to the intersection of the St. Charles Road; thence westward with the St. Charles Road 532 Feet; Thence north 1700 Feet, more or less, to the township line between townships 48 and 49, Range 11; thence east with the township line to the point of beginning. Said tract including that part shown by the survey recorded in Book 3892, Page 58, records of Boone County, Missouri.

AND

A tract of land containing 38.00 acres, more or less, located in the East Half (E ½) of the East Half (E ½) of Section One (1), Township Forty-eight (48) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri, as shown and described by the survey thereof recorded July 21, 1987 as Document No. 11,553 in Book 639, Page 864, Records of Boone County, Missouri.

Also, all that part of the Northeast Quarter lying north of St. Charles Road and east of the east line of the survey recorded in Book 639 at Page 864 in Section 1, Township 48 North, Range 12 West, Boone County, Missouri.

EXHIBIT B

PRELIMINARY PLAT

EXHIBIT C

BILL OF SALE

THIS INDENTURE, made and entered into this ____ day of _____, 20__, by and between D & D Investments of Columbia, LLC, of Boone County Missouri, 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:

Approximately ____ feet of 8" PVC sewer pipe, ____ standard manholes, and ____ cleanouts, all as shown on construction plans by _____, dated _____, 20__ on property known as _____, Boone County, Missouri.

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 everyone 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.

D & D Investments of Columbia, LLC

By: _____

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: _____

EXHIBIT D
FORM OF EASEMENT

GRANT OF EASEMENT FOR SEWER PURPOSES

This Easement, dated the __ day of _____, 20 __, is made by and between **D & D INVESTMENTS OF COLUMBIA, LLC**, a Missouri Limited Liability Company, hereinafter referred to as **GRANTOR**, and **BOONE COUNTY REGIONAL SEWER DISTRICT**, a common sewer district organized and operated under chapter 204 RSMo, of Boone County, State of Missouri, hereinafter called the **GRANTEE** (Grantee's mailing address is 1314 North Seventh Street, Columbia, MO 65201) and sometimes called the "**DISTRICT**", and to its successors and assigns. In consideration of the payment by the Grantee to the Grantor of the sum of ten dollars and other valuable consideration, the sufficiency and receipt of which is acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee, its successors and assigns, a temporary construction easement and permanent easement for sanitary sewer purposes and right to enter upon the lands of the GRANTOR described herein and situated in the County of Boone, State of Missouri, and more particularly described as follows, to-wit:

Permanent Easement [Insert legal description]

Temporary Construction Easement [Insert legal description]

This temporary construction easement shall cease and expire at the time of the completion of the sewer construction contract.

Said permanent easement being the right to construct, operate, replace, repair and maintain sewers and pipes, and necessary support facilities, under or across said easement, and a right to access thereto over the above-described tract of land along any reasonable route designated in writing by the owner thereof and accepted by the District; or in the absence of such reasonable designation and acceptance, a reasonable right of access as designated by the District, its agents, officers or employees.

This grant includes the right of the District, its officers, contractors, agents, servants, and employees and the officers, contractors, agents, servants and employees of other political subdivisions and public corporations of the state of Missouri, to enter upon said real estate at any time for the purpose of

exercising any of the rights herein granted; also the right to remove any tree, brush, structure or obstruction of any kind or character whatsoever which, in the sole judgment of the Grantee, its successors and assigns, may endanger the safety of or interfere with the operation and maintenance of said District facilities; also the right to use the premises of the Grantor adjoining said easement or either side thereof to pile earth, place or move machinery, place or store materials and any other act necessary for the purpose of exercising any of the rights granted herein, providing however, said adjoining premises will be restored to original condition by the District upon completion of any repairs, construction or maintenance.

The Grantor covenants that, subject to liens and encumbrances of record at the date of this easement, he/she is the owner of the above-described land and has the right and authority to make and execute this Grant of Easement.

IN WITNESS WHEREOF, the said Grantor, has caused this easement to be signed by its managing or authorized member on the day and year first above stated.

D & D Investments of Columbia, LLC

By: _____

_____, Authorized Member

STATE OF MISSOURI)
COUNTY OF BOONE) SS.

On this ____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me duly sworn, did say that he/she is an authorized member of D & D Investments of Columbia, LLC, a limited liability company of the State of Missouri, and that the within document was signed in behalf of the limited liability company by authority of its membership and that he/she acknowledged that he/she executed said document on behalf of said limited liability company for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at my office in _____, _____ the day and year last above written.

NOTARY PUBLIC