

## **AGREEMENT FOR PROVISION OF WASTEWATER TREATMENT SERVICES**

**THIS AGREEMENT FOR PROVISION OF WASTEWATER TREATMENT SERVICES** (the "Agreement") dated the \_\_\_\_ day of \_\_\_\_\_, 2026, 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 Jane Ellen Nichols, a single person residing in Missouri (herein referred to as "Owner").

**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 described as follows (sometimes referred to herein as the "Property"):

Lot Three (3), and Lot Four (4) of Whitesides' Acres Subdivision, as shown by plat recorded in Plat Book 11, Page 287, Records of Boone County, Missouri.

**1.2** Owner desires to obtain sanitary sewer services for the existing single-family residential building on the portion of the Property located on Lot 4 of Whitesides' Acres Subdivision and a single-family residential building to be built at an unspecified future date on the portion of the Property located on Lot 3 of Whitesides' Acres Subdivision.

**1.3** The District is willing to provide sanitary sewer services to Owner's Property. The District is also willing to provide sanitary sewer services to the unplatted property west of Whitesides' Acres Subdivision which is shown according to a survey recorded in Book 374 on Page 755 of the Boone County records and a general warranty deed recorded in Book 511 on Page 885 of the Boone County records (the "Additional Property") pursuant to the terms of this Agreement.

**1.4** For the District to provide sanitary sewer services to Owner's Property, an easement is required on the Additional Property.

**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, A Civil Group 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's 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 A. 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. Owner 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 Conveyance of Easement** – Owner agrees to assist the District in obtaining all easements necessary to complete the construction of the sanitary sewer and service connections, including, but not limited to, a certain easement required on the Additional Property.

**2.4 Payment for Treatment Capacity** – Owner agrees to allow the District to coordinate additional work to be performed on and/or near the Property by District staff and/or its agents while excavation for the installation of the project described by this Agreement is underway. Owner agrees to provide a minimum of seven calendar days' notice to the District before such project installation occurs to allow sufficient time for the District to coordinate additional work to take place during installation of the project.

**2.5 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 two 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 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 and Additional 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 Lots in accordance with the then-current charges for the District’s “Rate G” (Private Grinder System) as adopted by the District’s Board of Trustees.

**3.3 Conduct Plan Review and Evaluation** – The Owner acknowledges that District intends to perform plan review and evaluation of the construction plans for the necessary public sanitary sewer within the Property subject to this Agreement.

**4. Waiver of Connection Fees** – District agrees not to impose connection fees for the

existing single-family home on the portion of the Property on Lot 4 of Whitesides' Acres Subdivision or for the Additional Property. The District will charge its connection fee adopted by the District's Board of Trustees applicable at the time of connection for the connection of any building built in the future on the portion of the Property on Lot 3 of Whitesides' Acres Subdivision.

**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”:

**JANE ELLEN NICHOLS**

By: \_\_\_\_\_  
Jane Ellen Nichols

“DISTRICT”:

**BOONE COUNTY REGIONAL SEWER  
DISTRICT**

By: \_\_\_\_\_  
Jesse Stephens, Executive Director

ATTEST:

\_\_\_\_\_  
Brian Burks, Secretary

FORM APPROVED:

By: \_\_\_\_\_  
Christopher R. Pieper, General Counsel

State of Missouri      )  
                            )SS.  
County of Boone      )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared Jane Ellen Nichols, 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 \_\_\_\_\_

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, Notary Public

State of Missouri      )  
                            )SS.  
County of Boone      )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared Jesse Stephens, 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 \_\_\_\_\_

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, Notary Public

# **Exhibit A**

*Insert Bill of Sale Template*

**BILL OF SALE**

THIS INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, of Boone County Missouri, First Party and the Boone County Regional Sewer District, a political subdivision of the State of Missouri, Second Party.

**W I T N E S S E T H:**

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 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.

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STATE OF MISSOURI )  
                         ) SS.  
COUNTY OF BOONE )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the persons 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.

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- Notary Public

My commission expires: \_\_\_\_\_.