

**AGREEMENT FOR ALLOCATION OF CAPACITY
FOR WASTEWATER COLLECTION AND TREATMENT SERVICES**

THIS AGREEMENT FOR ALLOCATION OF CAPACITY FOR WASTEWATER COLLECTION AND 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., (hereinafter “District”), and RML Investment Properties LLC, a Missouri limited liability company (hereinafter “RML”).

Recitals:

WHEREAS, the District previously entered into that certain Agreement for Provision of Wastewater Collection and Treatment Services with the Robert M. LeMone Revocable Trust dated January 27, 2004, Robert M. LeMone as Trustee, dated March 9, 2005 (the “LeMone Agreement”);

WHEREAS, pursuant to the LeMone Agreement the District provides wastewater collection and treatment services for certain real property more fully described in the LeMone Agreement (the “Property”) at the District’s Prairie Meadows wastewater treatment plant (the “WWTP”);

WHEREAS, subsequent to the date of the LeMone Agreement, the Property was subdivided and platted as Concorde South Plat 1-A as recorded on page 56 of plat book 42 of the Boone County, Missouri records, Concorde South Plat 1-B as recorded on page 38 of plat book 58 of the Boone County, Missouri records, and Concorde South Plat 2 as recorded on page 3 of plat book 47 of the Boone County, Missouri records;

WHEREAS, due to the then-current capacity available at the WWTP, the wastewater treatment services for the Property was limited to seven thousand six hundred fifty-one gallons of sewage treatment capacity per day (the “Original Capacity”) under the LeMone Agreement;

WHEREAS, pursuant to that certain Trustee’s Deed dated December 31, 2017, as recorded on page 92 of book 4938 of the Boone County, Missouri records, Lots Two, Three, Five, Six, Seven, Eight and Nine of Concorde South Plat 2, which is a portion of the Property, among other real property, was conveyed to RML;

WHEREAS, subsequent to the aforementioned Trustee’s Deed, RML has conveyed certain portions of the Property to third parties;

WHEREAS, RML is the current owner of Lots Three, Five, Six, Seven and a portion of Lot Eight of Concorde South Plat 2 (the “Subject Property”), among other portions of the Property;

WHEREAS, seven thousand four hundred ninety-five gallons of the Original Capacity have been allocated to portions of the Property pursuant to Waste Water Treatment Capacity Allocation permits issued by the District as listed on Exhibit A hereto;

WHEREAS, recent District examination and analysis indicated that an additional three hundred seventy (370) gallons of sewage treatment capacity per day attributable to certain of the Subject Property is available at the WWTP (the “Additional Capacity”) but was inadvertently not allocated under the LeMone Agreement;

WHEREAS, RML desires to acquire the Additional Capacity from the District; and

WHEREAS, the District desires to allocate the Additional Capacity and provide wastewater treatment services to RML for the Additional Capacity on the terms and conditions specified in this Agreement.

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. RML shall pay to the District an amount equal to the District’s current connection fee of two thousand three hundred dollars (\$2,300) in exchange for the Additional Capacity.
2. The District shall allocate the Additional Capacity to RML for use on the Subject Property.
3. Following issuance of a Waste Water Treatment Capacity Allocation Permit by the District, which shall be recorded in the Boone County, Missouri records and run with the land, the District shall provide wastewater treatment services to the Subject Property in an amount not to exceed the Additional Capacity. RML shall be responsible for submission of an application for a District Waste Water Treatment Capacity Allocation Permit in conformity and compliance with all applicable laws, statutes, and District regulations.
4. Except as provided herein, the District shall not charge a connection fee for the provision of wastewater treatment services to the Subject Property in an amount not exceeding the Additional Capacity. All other applicable fees and charges consistent with District regulations, including, but not limited to, base service charges and inspection fees, shall apply. All District regulations applicable to the provision of wastewater collection and treatment shall apply. Prior to the District’s provision of wastewater collection and treatment services to the Subject Property for the Additional Capacity, the parties hereto shall enter into a separate agreement regarding the same in the event the District determines, in its sole discretion, that such separate agreement is necessary.
5. RML 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 RML 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 District regulations which are binding upon users of District services and customers of the District.

6. 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.

7. 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 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.

8. 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.

9. The benefits and burdens of this Agreement 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 legal representatives, successors, heirs, and assigns. All persons claiming under the parties shall conform to and observe the provisions of this Agreement.

10. 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.

11. On behalf of RML, the undersigned hereby represents and warrants to District that RML Investment Properties LLC is the owner in fee simple absolute of the Subject Property as of the date hereof, that RML Investment Properties 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 RML 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.

RML:

**RML INVESTMENT
PROPERTIES LLC**

By: _____

Printed Name: _____

Title: _____

DISTRICT:

**BOONE COUNTY
REGIONAL SEWER DISTRICT**

By: _____
Jesse Stephens, Executive Director

ATTEST:

By: _____
Drew Perkins, Assistant Secretary

FORM APPROVED:

By: _____
Christopher Pieper, General Counsel

EXHIBIT A

Prairie Meadows Revised Capacity for RML

<i>Lemone (RML Investment Properties, LLC)</i>	<i>(ORIGINAL CAPACITY ALLOCATION)</i>	<i>7,651</i>	<i>3/9/2005</i>	<i>Contract</i>		
Property Owner	Legal Description					
City of Columbia	Lot 5 Concorde South Plat 1-A	-2,250	1/29/2009	Permit	3,418	75
JSP Real Estate LLC	Lot 4 Concorde South Plat 2	-2,000	9/20/2017	Permit	4,806	134
PET Missouri - Columbia INC	Lot 2 Concorde South Plat 2	-1,350	10/2/2019	Permit	5,087	84
Happy Hollow Investments LLC	Lot 9A Concorde South Plat 2	-225	10/2/2023	Permit	5,800	71
Midwest Electronic System	Lot 2 Simon Steel Subdivision	-225	12/22/2023	Permit	5,836	157
Concorde Plaza LLC	Concorde South Plat 1-B (Lot 1-A)	-1,280	6/25/2024	Permit	5,886	26
Uni Investments LLC	Concorde South Plat 1-B (Lot 3-A)	-165	6/25/2024	Permit	5,886	27
RML Investment Properties LLC	Concorde South Plat 1-B (Lot 2-A)	0				
RML Investment Properties LLC	Lot 5 Concorde South Plat 2	0				
RML Investment Properties LLC	Lot 6 Concorde South Plat 2	0				
RML Investment Properties LLC	Lot 7 Concorde South Plat 2	0				
RML Investment Properties LLC	Lot 8 Concorde South Plat 2	0				
SUBTOTAL		156				
Additional Capacity for Purchase		370				
TOTAL AVAILABLE CAPACITY		526				