

AGREEMENT TO PERMIT SEWER SERVICE

This Agreement to Permit Sewer Service (the “Agreement”) between the Boone County Regional Sewer District, a common sewer district organized pursuant to Chapter 204, RSMo (“District”), and the City of Columbia, Missouri, a municipal corporation (“City”), is entered into on the date of the last signatory noted below (the “Effective Date”).

WHEREAS, the District operates a regional wastewater treatment plant that is capable of providing wastewater treatment services within the City’s corporate city limits area that is the subject of this Agreement (the “Service Area”), provided that sanitary sewers connecting the Service Area to the District’s existing sanitary sewer collection system are constructed;

WHEREAS, the Service Area is located within the City’s corporate city limits, but connection to the City’s sanitary sewer collection system is not preferable financially;

WHEREAS, it is feasible to construct sanitary sewers to connect the Service Area to the District’s sanitary sewer collection system;

WHEREAS, the City has requested the District provide sanitary sewer services to the Service Area;

WHEREAS, the District is willing to provide sanitary sewer services to the Service Area consistent with the terms and conditions of this Agreement;

WHEREAS, the parties are authorized pursuant to Section 70.220, RSMo, to enter this Agreement; and

THEREFORE, the parties hereto agree as follows:

1. The Service Area is shown as the platted area on the attached Exhibit A.
2. The purpose of this Agreement is to establish the terms under which the City will permit the District to provide sanitary sewer service, through District-owned sewers, in the Service Area located within the City’s corporate city limits. No other purpose is allowed under this Agreement, and nothing herein shall be construed to obligate the District to construct sewers, including the Connecting Sewer, or provide sewer services to the Service Area.
3. The following definitions apply to this agreement:
 - a. “Connecting Sewer” means a yet-to-be constructed sewer connecting the Service Area to the District’s existing sanitary sewer collection system.
 - b. “Developer” means the property developer for the Service Area.

4. If constructed, the City shall not own the Connecting Sewer and the sewers internal to the Service Area and shall not be responsible for maintenance or operation of the Connecting Sewer and the sewers internal to the Service Area.
5. The City shall not be responsible for acquiring easements necessary for construction of the Connecting Sewer and sewers internal to the Service Area. Permanent easements for the ongoing maintenance of the Connecting Sewer and the sewers internal to the Service Area shall be acquired allowing the District and the City access to such areas for maintenance, repair, and related work on the Connecting Sewer and sewers internal to the Service Area.
6. If constructed, the District shall construct and maintain, or cause to be constructed and maintained, the Connecting Sewer and the sewers internal to the Service Area in compliance with the District's sewer standards and plumbing codes, the City's sanitary sewer specifications and standards, the City's code of ordinances, and other applicable law. The City shall have no obligation under this Agreement to construct, maintain, repair, or perform other work or incur costs regarding the Connecting Sewer or the sewers internal to the Service Area. In the event the City, after providing written notice to the District and allowing the District reasonable time to undertake required maintenance or repair, provides such maintenance, repair, or other work, on an emergency basis or otherwise, on Connecting Sewer or sewers internal to the Service Area, the District shall reimburse the City for the City's actual and reasonable costs in performing such work.
7. All customers in the Service Area receiving services from the District shall be District customers.
8. The initial term of this Agreement shall be twenty (20) years beginning on the date Effective Date, with automatic one-year renewals following the initial twenty-year term. After the fifteenth year, either party may terminate this Agreement by giving five (5) years written notice to the other party. Other provisions of this paragraph 8 notwithstanding, in the event the District and Developer or customer have not entered into the agreement further described in paragraph 17 herein on the date that is five (5) years after the Effective Date, then this Agreement shall terminate automatically. Absent separate amendment or agreement in writing by the parties to the contrary, sections 4, 6, 9, 10, 11, and 15 of this Agreement shall survive any termination of this Agreement.
9. Remedies available under this Agreement for breach of this Agreement are in addition to other remedies provided by law. Nothing in this Agreement shall be considered a waiver of any other remedy available to the parties for breach of the terms of this Agreement, including seeking damages or specific performance of this Agreement in a court of law.

10. Disputes regarding this Agreement that cannot be amicably resolved between the parties directly or through mediation may be litigated exclusively in the Boone County Circuit Court, which the parties agree has venue and jurisdiction for all litigation arising out of, or relating to this Agreement. No circuit court action may be filed unless the parties through their authorized representatives have met and conferred, or engaged in mediation in an attempt to resolve the dispute in good faith.
11. This Agreement was negotiated at arm's length and for purposes of interpretation neither the City nor the District shall be deemed drafter of this Agreement. In the event any portion of this Agreement is found to be unlawful or unenforceable, the remaining terms and conditions of this Agreement shall remain in full force and effect between the parties.
12. There are no third-party beneficiaries to this Agreement, and this Agreement is not intended to confer any rights or remedies on any person other than the parties.
13. The financial obligations of the parties to this Agreement, if any, are subject to annual appropriations being made available by them to pay said obligations, and the City and the District hereby agree to make all reasonable efforts to assure that financial obligations are timely paid as they come due.
14. Amendments to this Agreement shall only be effective if made in writing and executed in the same manner as this Agreement.
15. In the event either party enacts sewer use and user charge ordinances, such party will use all reasonable efforts to ensure such sewer use and user charge ordinances are acceptable to the Missouri Department of Natural Resources. Both parties shall comply with all Department of Natural Resources regulations in performing its obligations under this Agreement.
16. All notices, consents, approvals, deliveries and other communications (collectively, "Notices") that may be or are required to be given by either the City or the District under this Agreement shall be properly made only if in writing and sent by hand delivery, U.S. Certified Mail, Return Receipt Requested, facsimile or electronic mail, or nationally recognized overnight delivery service (such as Federal Express or UPS), with all delivery charges paid by the sender and addressed as follows:

If to the City: City of Columbia
 P. O. Box 6015
 Columbia, MO 65205
 Email:
 Attn: City Manager

If to the District: Boone County Regional Sewer District

1314 North Seventh Street
Columbia, MO 65201
Email: jstephens@bcrsd.com
Attn: Executive Director

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Notices shall be deemed received: (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, and (iii) if sent facsimile or electronic mail, on the date of transmission with computer confirmation of successful delivery without errors.

17. This Agreement is contingent upon the District and Developer or customer entering into an agreement for the provision of wastewater collection services in substantially the same form as attached hereto as Exhibit B or as otherwise satisfactory to District in its sole discretion.
18. The parties hereto understand and agree that the terms, conditions, responsibilities and obligations set forth herein shall be applicable only to the Service Area shown and described on Exhibit A which is attached hereto and made a part hereof by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement below.

CITY OF COLUMBIA, MISSOURI

BOONE COUNTY REGIONAL
SEWER DISTRICT

By: _____
De'Carlton Seewood, City Manager

By: _____
Jesse Stephens, Executive Director

Date: _____

Date: _____

ATTEST:

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

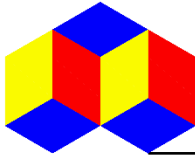
APPROVED AS TO FORM:

Nancy Thompson, City Counselor

Christopher Pieper, District General Counsel

CERTIFICATION: I certify that the City shall expend no funds pursuant to this agreement.

Matthew Lue, City Director of Finance



A CIVIL GROUP

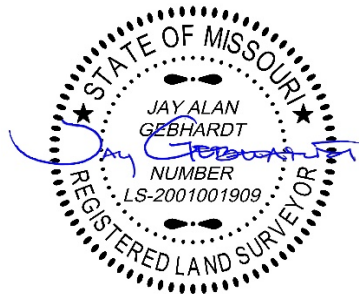
CIVIL ENGINEERING - PLANNING - SURVEYING

EXHIBIT A

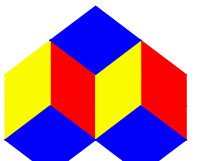
Legal Description – Tract 2 of Survey Book 4559, Page 165

A TRACT OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 47 NORTH, RANGE 13 WEST, BEING ALL OF TRACT 2 OF THE SURVEY RECORDED IN BOOK 4559, PAGE 165, ALSO DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 4047, PAGE 2 RECORDS OF BOONE COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 11, THENCE ALONG THE NORTH LINE OF TRACT 2, N 86°44'30" E, 1365.90 FEET; THENCE S 05°34'45"W 311.00 FEET; THENCE S 22°06'50"E 193.25 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROUTE K; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE AND A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1879.86 FEET, AN ARC LENGTH OF 262.50 FEET, AND SAID CURVE HAVING A CHORD WHICH BEARS S 54°32'10"W 262.28 FEET; THENCE S 58°32'10"W 604.40 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1879.71 FEET, AN ARC LENGTH OF 426.51 FEET, AND SAID CURVE HAVING A CHORD WHICH BEARS S 65°02'10"W 425.60 FEET; THENCE S 71°32'10"W, 84.30 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE ALONG THE EAST LINE OF SAID TRACT 2, N 23°40'05"W, 227.58 FEET; THENCE N 73°31'35" W, 154.54 FEET; THENCE N 04°01'35"E, 233.66 FEET; THENCE N 01°08'15"E, 599.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 26.91 ACRES.



Jay Gebhardt
June 15, 2026



A CIVIL GROUP
CIVIL ENGINEERING - PLANNING - SURVEYING
3401 BROADWAY BUSINESS PARK COURT
SUITE 105
COLUMBIA, MO 65203
PH: (573) 817-5750, FAX: (573) 817-1677
MISSOURI CERTIFICATE OF AUTHORITY: 2001006115

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

THIS 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 Girard Homes 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 “Remington Estates” or the “Property”) located in Boone County, Missouri, as follows:

See Exhibit “A”

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 the Property to the District’s sewer main, with connection to the District’s South Route K Wastewater Treatment Facility, at Developer’s expense.

1.3 District is willing to provide wastewater collection and treatment and collection services to Remington Estates 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 B. 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 to the District's sewer main leading to the District's South Route K Wastewater Treatment Facility, with overall capacity and design approved by District, in accordance with District and Missouri Department of Natural Resources ("MDNR") standards and regulations, as well as the sanitary sewer specifications and standards and code of ordinances of the City of Columbia, Missouri (the "City") and any other applicable law. 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 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. The easements shall include, among other rights that may be required by the District, the permanent right of District and the City to access easement areas for the ongoing maintenance, repair, construction, and related work on the sewer main, connecting sewer, and any related sewer facilities and appurtenances. For any easements that are required, the Developer must make all reasonable attempts to acquire easements with their own resources. If condemnation of any easements for the project are required, the District shall prepare an estimate of condemnation costs, and the Developer shall provide a retainer fee of 125% of the estimated cost in order for the District to proceed with all processes required by the Uniform Relocation Assistance and Real Property Acquisition Act. Any unused funds shall be returned to the Developer after the condemnations proceedings have concluded and all costs have been certified by the District.

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 User (as defined in Section 1.1.34 of the District’s regulations, and sometimes referred to herein as a “residential user” as further defined in Section 1.1.27 of the District’s regulations) located on the Property, which amount of connection fee charged is subject to adjustment as provided below. Developer intends to build ten single family residential homes with the corresponding connection fees to be paid as follows:

Ten homes at \$2,300 per home shall be \$23,000.

Notwithstanding any other provision of this Agreement, Developer shall pay connection fees for the above listed residential units and Users as stated above provided that such connection fees are paid prior to January 1, 2027, and all connections are subject to the other provisions of this Agreement. Connection fees paid on or after January 1, 2027, shall be paid at the then-current connection fee rate as adopted by the District’s Board of Trustees in effect at the time of payment of such connection fee, for each residential user. The District reserves the right to reimburse the Developer the connection fees without interest and terminate the connection agreement if the Remington Estates lots are not final platted prior to January 1, 2028.

All connection fees paid by Developer on or after January 1, 2027, 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 as of the date of this Agreement is \$2,300 per User, 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 install and utilize a single water meter for each residential dwelling unit. District shall bill Developer for all costs associated with providing sewer service to the Property. Developer shall be liable for payment of any User charges, connection fees, and other charges of the District, and Developer, or Developer's assigns or successor in interest to the Property, shall receive a monthly sewer bill for each unit, which shall be billed to the property owner.

2.7 District Inspection – District shall be permitted to inspect the Property, including, but not limited to, any and all buildings and residential 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. Developer shall provide District the ability to access to the Property unassisted at all times, including but not limited to providing a key, gate code or other method of entry in the event the Property is secured behind any locked access point.

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 user on the Property regardless of quantity of water usage. 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 User, which base service fee shall be \$29.06 per month, which may be amended from time to time, effective as of July 1, 2025, for each residential 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 electric service commences 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 the City of Columbia 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 Developer's property and on easements obtained by Developer described in paragraph 1.1 connecting to the District sewer main leading to the District's South Route K Wastewater Treatment Facility, 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 current owner of the Property as Developer's assigns or successors in interest to the Property or otherwise). The Developer has full financial responsibility for payment of all such User charges, connection fees, base service fees, or other charges levied by the District. The District reserves the right to assert a lien against the property served as provided by Section 204.455, RSMo, for any unpaid fees or other amounts owed to the District.

4. **Legal Expenses** – Developer acknowledges that District will incur expenses to retain legal counsel related to this Agreement and the obligations of the Parties described herein, including, but not limited to execution of this Agreement. Developer shall reimburse the actual cost of such legal expenses incurred by the District related to this Agreement, if any, within 60 days of invoice for the same in a total amount not to exceed \$5,000.

5. **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.

6. **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.

7. **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 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. **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.

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

10. **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.

11. **Developer’s Representations and Warranties** – On behalf of Developer, the undersigned hereby represent and warrant to District that Girard Homes LLC is the owner in fee simple absolute of the Property as of the date hereof, that Girard Homes 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:

GIRARD HOMES LLC

By: _____

Printed Name: _____

Title: _____

DISTRICT:

**BOONE COUNTY
REGIONAL SEWER DISTRICT**

By: _____
Jesse Stephens, Executive Director

ATTEST:

By: _____
Brian Burks, Secretary

FORM APPROVED:

By: _____
Christopher Pieper, General Counsel

ACKNOWLEDGMENT

State of Missouri)
)
County of Boone) ss

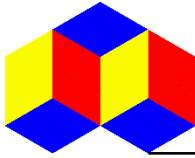
On this _____ day of _____, 20____, before me a Notary Public in and for said state, personally appeared Jesse Stephens, Executive Director of the Boone County Regional Sewer District and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public
My commission expires:

State of Missouri)
)
County of Boone) ss

On this _____ day of _____, 20____, before me a Notary Public in and for said state, personally appeared _____, _____ of Girard Homes LLC, and acknowledged to me that he/she is authorized by Girard Homes 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.

Notary Public
My commission expires:



A CIVIL GROUP

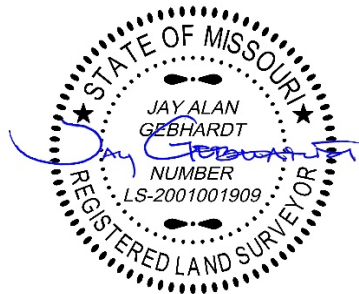
CIVIL ENGINEERING - PLANNING - SURVEYING

EXHIBIT A

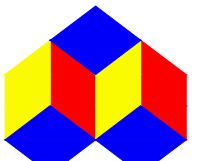
Legal Description – Tract 2 of Survey Book 4559, Page 165

A TRACT OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 47 NORTH, RANGE 13 WEST, BEING ALL OF TRACT 2 OF THE SURVEY RECORDED IN BOOK 4559, PAGE 165, ALSO DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 4047, PAGE 2 RECORDS OF BOONE COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 11, THENCE ALONG THE NORTH LINE OF TRACT 2, N 86°44'30" E, 1365.90 FEET; THENCE S 05°34'45"W 311.00 FEET; THENCE S 22°06'50"E 193.25 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROUTE K; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE AND A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1879.86 FEET, AN ARC LENGTH OF 262.50 FEET, AND SAID CURVE HAVING A CHORD WHICH BEARS S 54°32'10"W 262.28 FEET; THENCE S 58°32'10"W 604.40 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1879.71 FEET, AN ARC LENGTH OF 426.51 FEET, AND SAID CURVE HAVING A CHORD WHICH BEARS S 65°02'10"W 425.60 FEET; THENCE S 71°32'10"W, 84.30 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE ALONG THE EAST LINE OF SAID TRACT 2, N 23°40'05"W, 227.58 FEET; THENCE N 73°31'35" W, 154.54 FEET; THENCE N 04°01'35"E, 233.66 FEET; THENCE N 01°08'15"E, 599.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 26.91 ACRES.



Jay Gebhardt
June 15, 2026



A CIVIL GROUP
CIVIL ENGINEERING - PLANNING - SURVEYING
3401 BROADWAY BUSINESS PARK COURT
SUITE 105
COLUMBIA, MO 65203
PH: (573) 817-5750, FAX: (573) 817-1677
MISSOURI CERTIFICATE OF AUTHORITY: 2001006115

EXHIBIT B

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.

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 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.

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: _____