

CONNECTION AGREEMENT

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

WHEREAS, the City operates a regional wastewater treatment plant that is capable of providing wastewater treatment services for the District service area that is the subject of this Agreement (“the Clear Creek Service Area” or “Service Area”);

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

WHEREAS, such a sanitary sewer connection will make construction of a new wastewater treatment system to serve the Clear Creek Service Area unnecessary;

WHEREAS, the parties are authorized pursuant to §70.220 RSMo to enter this agreement; and

THEREFORE, the parties hereto agree as follows:

1. The Clear Creek Service Area is shown as the platted area on the attached Exhibit A.
2. The purpose of this agreement is to establish the terms of under which the City will accept a connection from District-owned sewers providing residential service in the Clear Creek Service Area to the City’s sanitary sewer collection system. No other purpose is allowed under this agreement.
3. The following definitions apply to this agreement:
 - a. “Connecting sewer” means the sewer to be constructed pursuant to this agreement connecting the Clear Creek Service Area to the City’s existing sanitary sewer collection system.
 - b. “Developer” means the property developer for the Clear Creek Service Area.
4. Upon receipt of a complete and approvable application(s), including approvable plans, necessary for the construction of a Connecting Sewer, and payment of all application fees due under Chapter 22 of the Code of Ordinances, the City will, as soon as practical, review the application(s) and plans in accordance with City ordinances and state and federal law. If the application(s) and plans demonstrate the design of the Connecting Sewer will comply with all applicable laws, the City will approve the application for construction of the Connecting Sewer, subject to

such terms and conditions as are determined to be appropriate by the City.

5. The City shall not be responsible for acquiring easements necessary for construction of the Connecting Sewer.
6. The District shall own the Connecting Sewer and the sewers internal to the Clear Creek Service Area. The District shall maintain and operate the Connecting Sewer and the sewers internal to the Clear Creek Service Area at its cost.
7. The District shall provide construction inspection in accordance with the City standards and specifications and will submit all reports developed as a result of the inspection. The city shall review the submitted material as soon as practical and indicate to the District if there are any deficiencies identified by the city as a result of its review. The District shall assure the correction of all deficiencies prior to acceptance of the system by the District from the Developer or the Developer's contractor.
8. The District shall maintain all public sewers in the Clear Creek Service Area in compliance with the City sewer standards and plumbing codes. The City shall have the right to inspect the Connecting Sewer and the sewers in the Service Area for as long as these sewers are connected to the City's sewer system. The District shall promptly repair any deficiencies or damage identified at any time by the City or the District; this includes the implementation of cost-effective remedies for inflow and infiltration in the District sewer system that significantly increases the City's operational costs or significantly impacts the capacity of any City sewer infrastructure. The District's maintenance must ensure that inflow and infiltration into the City's system do not become excessive. Inflow and infiltration is excessive if the rainfall-induced peak flow rate results, or will result, in chronic operational problems during storm events (for example, sewer surcharge, manhole overflows and backups into buildings). In addition, inflow and infiltration is also excessive if flow exceeds 275 gallons per person per day in the Service Area; there shall be a rebuttable presumption that each single family residential unit in the service area houses 3.7 people.
9. The District shall provide a monthly Wholesale Treatment Report for the Clear Creek Service Area listing all the District customers in said Service Area that are receiving wholesale treatment from the City. The Report shall be divided according to water meter size and shall list water usage per customer. The usage per customer will be based on readings from the water provider of the customer and shall reflect average water usage determined according to regulations outlined in Section 3.7 of the District's User Rate Regulations. If a property is vacant and there is no water usage, that property will not be included in the Wholesale Treatment Report.
10. The City shall submit to the District a monthly bill for the Clear Creek Service Area based on the Wholesale Treatment Report for said Service Area. The

amount billed shall be equivalent to 100 percent of the base charge and 80 percent of the volume charge included in Section 22-263 of the City Code, including any amendments thereto. The provisions of Section 22-266 of the City Code shall not apply to the area served under this agreement. The District agrees to pay the amount billed by the due date in the bill, which shall provide at least 10 days for payment. The District shall be subject to the same late fee assessment as other customers of the City's sewer system.

11. The District shall promptly notify the City when customers in the Service Area have been connected to the District's collection system. The District shall promptly inform the City whenever customer changes occur in the Service Area.
12. The district shall provide or assure the construction of a structure in the Connecting Sewer at or near the point of connection to the City's sewer system that will allow the insertion of a calibrated flow meter(s). The City may install a calibrated flow meter(s) in the Connecting Sewer at its own expense. The City shall give the District at least 30-days' notice prior to installing a flow meter and will share data from the flow meter with the District.
13. Transfer of customers is not anticipated in the near future. Should the City or the District wish to transfer customers in the future, terms of the transfer will be negotiated and this agreement may be amended to include such terms and conditions as are agreed at that time.
14. The District shall not connect sewers serving land outside the Service Area to the Connecting Sewer or the sewers within the Service Area without the prior written consent of the City.
15. The City shall not connect sewers to the District's sewers without the prior written consent of the District.
16. 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. At the conclusion of the five-year notice period, the District shall assume responsibility for all aspects of wastewater management for the Service Area.
17. The City may also terminate the Agreement and service to the Service Area if the District fails to comply with the terms of this Agreement by giving written notice of the nature of the failure to comply, a notice of intent to terminate and an opportunity to correct the noncompliance. Any noncompliance shall be corrected as quickly as practical. Termination under this paragraph shall be effective five years following the notice if the non-compliance is not corrected to the satisfaction of the City in that period. During the notice period, no customer in the service area may be terminated from sewer service except upon nonpayment

of user fees and charges, violation of sewer use regulations or violation of environmental or public health laws or regulations.

18. The remedies contained in 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.
19. 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.
20. 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.
21. This agreement is not intended to confer any rights or remedies on any person other than the parties.
22. The financial obligations of the parties to this agreement 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.
23. Amendments to this agreement shall only be effective if made in writing and executed in the same manner as this agreement.
24. Both parties will enact and enforce sewer use and user charge ordinances which are acceptable to the Missouri Department of Natural Resources. Both parties agree to adopt user charge ordinances which will proportionately recover all operation, maintenance and replacement costs for which each party is responsible. Both parties will enact industrial pre-treatment ordinances as appropriate. Both parties shall comply with all Department of Natural Resources regulations in performing its obligations under this agreement.
25. 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 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
 Attn: City Manager

If to the District: Boone County Regional Sewer
 District
 1314 North Seventh Street
 Columbia, MO 65201
 Attn: General Manager

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, on the date of transmission with computer confirmation of successful delivery without errors.

26. This Agreement is contingent upon the Developer and the City entering into an agreement in substantially the same form as attached hereto as Exhibit B for the payment of connection fees from the Developer to the City and any other matters that pertain to the provision of wastewater treatment service to the Clear Creek Service Area. Upon final execution, the city shall provide the District with a copy of the executed agreement.
27. This Agreement is contingent upon the Developer and the District entering into an agreement that includes the provision of residential wastewater collection services between the Developer and the District in substantially the same form as attached hereto as Exhibit C. Upon final execution, the District shall provide the City with a copy of the executed agreement.
28. 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.
29. This Agreement is null and void if the construction of the Connecting Sewer does not commence within 5 years of the approval date of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF COLUMBIA, MISSOURI

BOONE COUNTY REGIONAL SEWER DISTRICT

By: _____
Mike Matthes, City Manager

By: John T. Pateman
Chairman, Board of Trustees
General Manager

ATTEST:

Sheela Amin, City Clerk

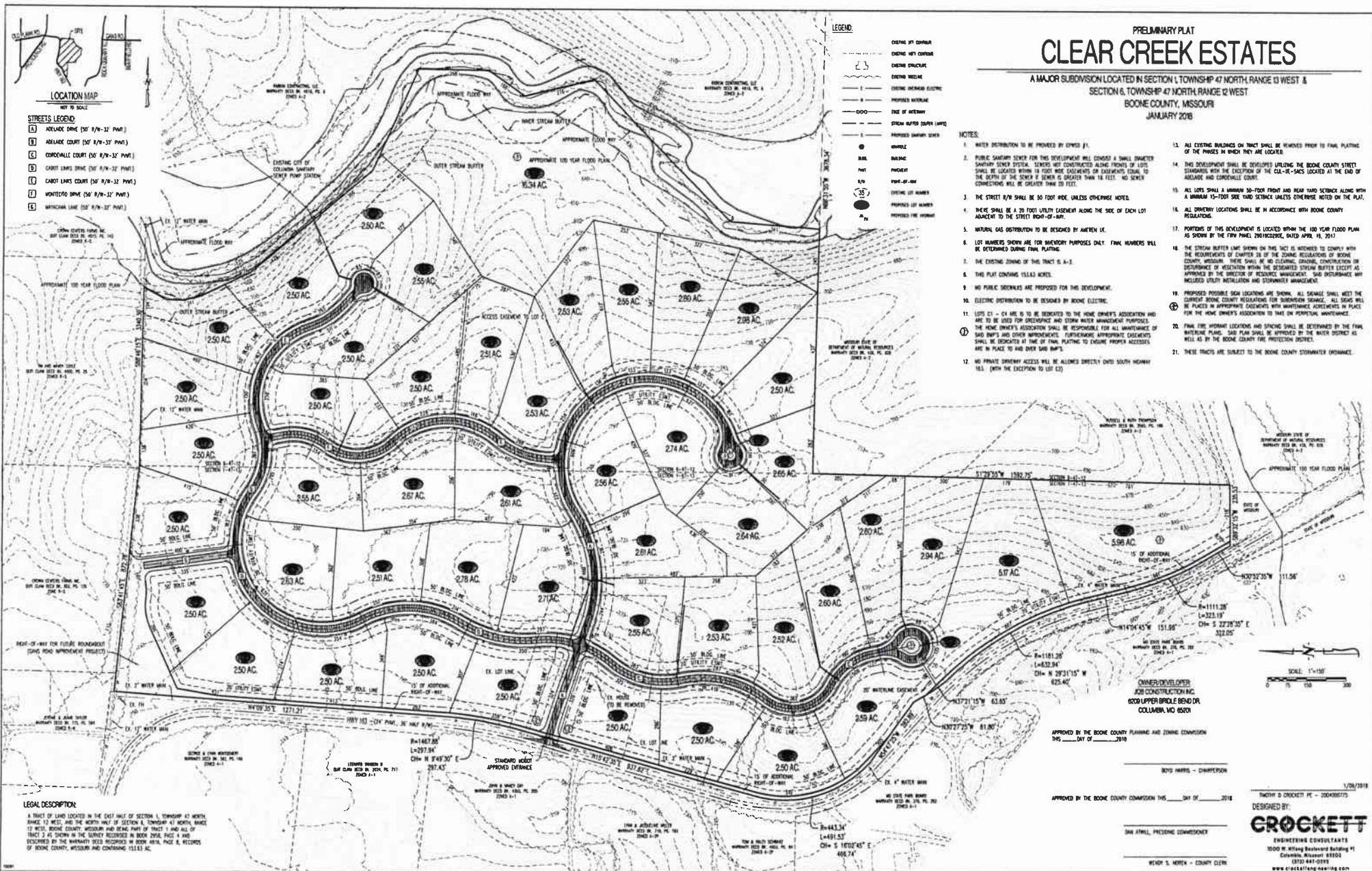
ATTEST:
Les Osmond
Secretary, Board of Trustees

APPROVED AS TO FORM:

Nancy Thompson, City Counselor NT

APPROVED AS TO FORM:
John L. Whiteside
John L. Whiteside, General Counsel

Exhibit A



PRELIMINARY PLAT CLEAR CREEK ESTATES

A MAJOR SUBDIVISION LOCATED IN SECTION 1, TOWNSHIP 47 NORTH, RANGE 13 WEST & SECTION 6, TOWNSHIP 47 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI, JANUARY 2018

- 1. WATER DISTRIBUTION TO BE PROVIDED BY OWNER'S.
- 2. PUBLIC SANITARY SEWER FOR THIS DEVELOPMENT WILL CONSIST OF SMALL DIAMETER SANITARY SEWER SYSTEM. SEWERS NOT CONSTRUCTED ALONG FRONTS OF LOTS SHALL BE LOCATED WITHIN 18 FEET FROM CENTERLINE OR OTHERWISE TYPICAL TO THE DEPTH OF THE SEWER IF SEWER IS GREATER THAN 18 FEET. NO SEWER CONNECTIONS WILL BE GREATER THAN 10 FEET.
- 3. THE STREET R/W SHALL BE 50 FOOT WIDE, UNLESS OTHERWISE NOTED.
- 4. THERE SHALL BE A 20 FOOT UTILITY EASEMENT ALONG THE SIDE OF EACH LOT ADJACENT TO THE STREET RIGHT-OF-WAY.
- 5. NATURAL GAS DISTRIBUTION TO BE DESIGNED BY UTILITY CO.
- 6. LOT NUMBERS SHOWN ARE FOR INVENTORY PURPOSES ONLY. FINAL NUMBERS WILL BE DETERMINED DURING FINAL PLATING.
- 7. THE EXISTING ZONING OF THIS TRACT IS R-1.
- 8. THIS PLAT CONTAINS 131.83 ACRES.
- 9. NO PUBLIC UTILITIES ARE PROPOSED FOR THIS DEVELOPMENT.
- 10. ELECTRIC DISTRIBUTION TO BE DESIGNED BY BOONE ELECTRIC.
- 11. LOTS 21 - 24 ARE TO BE DEDICATED TO THE HOME OWNER'S ASSOCIATION AND ARE TO BE USED FOR GREENSPACE AND STORM WATER MANAGEMENT PURPOSES. THE HOME OWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF SAID BUSHES AND OTHER IMPROVEMENTS. FURTHERMORE, APPROPRIATE DEDICATIONS SHALL BE DEDICATED AT TIME OF FINAL PLATING TO ENSURE PROPER ACCESS ARE IN PLACE TO AND OVER SAID BUSHES.
- 12. NO PRIVATE DRIVEWAY ACCESS WILL BE ALLOWED DIRECTLY OFF SOUTH HIGHWAY 168, (WITH THE EXCEPTION TO LOT 22)
- 13. ALL EXISTING BUILDINGS ON TRACT SHALL BE REMOVED PRIOR TO FINAL PLATING OF THE PARCELS IN WHICH THEY ARE LOCATED.
- 14. THIS DEVELOPMENT SHALL BE DEVELOPED UPON THE BOONE COUNTY STREET STANDARDS WITH THE EXCEPTION OF THE C&G-S&S LOCATED AT THE END OF ADLADE AND CORDONVILLE COURTS.
- 15. ALL LOTS SHALL A MINIMUM 50-FOOT FRONT AND REAR YARD SETBACK ALONG WITH A MINIMUM 15-FOOT SIDE YARD SETBACK UNLESS OTHERWISE NOTED ON THE PLAT.
- 16. ALL UTILITY LOCATIONS SHALL BE IN ACCORDANCE WITH BOONE COUNTY REGULATIONS.
- 17. PORTIONS OF THIS DEVELOPMENT IS LOCATED WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN BY THE FIRM PANEL 2905000000, DATED APRIL 19, 2017.
- 18. THE STREAM BUFFER LAMP SHOWN ON THIS PLAT IS INTENDED TO COMPLY WITH THE REQUIREMENTS OF CHAPTER 28 OF THE ZONING REGULATIONS OF BOONE COUNTY, MISSOURI. THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION WITHIN THE DESIGNATED STREAM BUFFER EXCEPT AS APPROVED BY THE DIRECTOR OF RESOURCE MANAGEMENT. SAID DISTURBANCE MAY INCLUDE UTILITY INSTALLATION AND STORMWATER MANAGEMENT.
- 19. PROPOSED POSSIBLE SIGN LOCATIONS ARE SHOWN. ALL SIGNS SHALL MEET THE CURRENT BOONE COUNTY REGULATIONS FOR SIGNIFICATION. ALL SIGNS WILL BE PLACED IN APPROPRIATE EASEMENTS WITH MAINTENANCE ACKNOWLEDGEMENTS IN PLACE FOR THE HOME OWNER'S ASSOCIATION TO TAKE ON PERPETUAL MAINTENANCE.
- 20. FINAL FIRE HYDRANT LOCATIONS AND SPACING SHALL BE DETERMINED BY THE FINAL WATERLINE PLANS. SAID PLAN SHALL BE APPROVED BY THE WATER DISTRICT AS WELL AS BY THE BOONE COUNTY FIRE PROTECTION DISTRICT.
- 21. THESE TRACTS ARE SUBJECT TO THE BOONE COUNTY STORMWATER ORDINANCE.

- ### STREETS LEGEND
- 1 ADLADE DRIVE (50' R/W-32' PAVT)
 - 2 ADLADE COURT (50' R/W-32' PAVT)
 - 3 CORDONVILLE COURT (50' R/W-32' PAVT)
 - 4 CROFT LANE DRIVE (50' R/W-32' PAVT)
 - 5 CROFT LANE COURT (50' R/W-32' PAVT)
 - 6 MONTICLO DRIVE (50' R/W-32' PAVT)
 - 7 MARCHMAN LANE (50' R/W-32' PAVT)

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 1, TOWNSHIP 47 NORTH, RANGE 13 WEST, AND THE NORTH HALF OF SECTION 4, TOWNSHIP 47 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI AND BEING PART OF TRACT 1 AND ALL OF TRACT 2 AS SHOWN IN THE SURVEY RECORDED IN BOOK 2382, PAGE 4 AND DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 4874, PAGE 8, RECORDS OF BOONE COUNTY, MISSOURI AND CONTAINING 131.83 AC.

APPROVED BY THE BOONE COUNTY PLANNING AND ZONING COMMISSION
THIS DAY OF _____ 2018

APPROVED BY THE BOONE COUNTY COMMISSION THIS DAY OF _____ 2018

OWNER/DEVELOPER
JOB CONSTRUCTION INC.
6008 UPPER BRODIE BEND DR
COLLAHER, MO 65009

DESIGNED BY:
GROCKETT
ENGINEERING CONSULTANTS
1000 W. HILLING BOULEVARD Bldg #1
Columbia, Missouri 65203
6202-647-0991
www.grocketteng.com

Exhibit B

ANNEXATION AGREEMENT

This Agreement between the **City of Columbia, Missouri**, a municipal corporation (hereinafter "City") and **JQB Construction, Inc.**, a Missouri corporation (hereinafter "Owner") is entered into as of the last date of all of the parties to execute the Agreement (the "Effective Date"). In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Owner hereby represents that Owner is the sole legal owner of the following described real estate located in Boone County, Missouri and has the capacity to enter into this Agreement:

See legal description attached as Exhibit A, which is incorporated herein by reference

(hereinafter the "Property").

2. Owner proposes to design and construct certain sanitary sewer extensions to serve a maximum of 45 residential units on the Property in the general location as shown on Exhibit B attached hereto and incorporated herein by this reference (the "Project"). Owner shall dedicate at no cost to the City or Sewer District the public utility easements reasonably necessary for the construction, operation and maintenance of the sanitary sewer lines serving the Project.

3. City agrees to allow Owner to connect sanitary sewer lines serving the Property to the City's sanitary sewer system as set forth herein and in accordance with the Connection Agreement between the Boone County Regional Sewer District and the City of Columbia is attached hereto as Exhibit C, as may be amended from time to time. The total authorized wastewater discharge from the property into the sanitary sewer lines shall not exceed the equivalent of 45 residential units as determined pursuant to Missouri Department of Natural Resources Design Guides, 10 CSR Division 20, Chapter 8. Owner shall make the connection to the City's sanitary sewer system at Owner's sole cost and expense. Owner shall obtain all necessary permits for the sewer construction and connection and shall pay a connection fee in accordance with Chapter 22 of the City Code of Ordinances at the time each individual lot is connected to the sewer.

4. All sewer lines and appurtenances serving the Property shall be located within standard public utility easements dedicated to the public use and constructed in compliance with Sewer District regulations and standards. Construction of the sewer lines and appurtenances may be inspected by the Sewer District and shall be subject to Sewer District approval. The sewer lines and appurtenances shall be conveyed to the Sewer District following construction and approval. The City shall inspect and approve the construction of the connection point to the City's sewer system

prior to the Sewer District's final approval. The City reserves the right to inspect the construction of the sewer lines and appurtenances.

5. Owner shall not allow any other property to connect to or utilize the sewer lines constructed in connection with the Project other than the Property specifically set forth in this Agreement without the express written consent of the City.

6. Code Compliance.

- a. Except as provided in Paragraph 6 d, development and construction on the Property by Owner shall conform to all Boone County ordinances and standards for the duration the property remains outside the city limits. During such time, Owner agrees to obtain all required approvals from the appropriate Boone County authorities for zoning, platting and all applicable development and construction permits necessary to construct a residential development as generally depicted on Exhibit B.
- b. Once annexed into the City, development and construction on the Property shall conform to all City standards, including, but not limited to, the Unified Development Code. Provided, however, any phase of development under construction at the time of annexation may be completed under applicable Boone County requirements together with inspections and approvals by Boone County provided the construction is completed within two (2) years following the date of annexation. Nothing in this Paragraph constitutes a waiver of the obligation to comply with City standards as indicated in Paragraph 6.d.
- c. The Property shall be exempt from all City street lighting construction requirements both before and following annexation. Following construction, all sanitary sewers, storm sewers, streets and sidewalks shall be forever dedicated to the public use.
- d. After the date of execution of this agreement but prior to annexation, Owner shall construct and maintain the following items in connection with such development as required by the city code as though the Property is located within the City limits: (1) tree preservation areas (note: per city code, tree preservation plans must be approved prior to any land disturbance), and (2) compliance with the International Fire Code, as adopted and amended by City ordinance ("City Fire Code").
 - i. Owner shall submit tree preservation plans to the City Arborist for approval accompanied by a processing fee payment of \$200.00. Plans shall provide for one or more common lots containing at least 25% of the pre-development climax forest as required by the City's tree preservation ordinance, or, in the alternative, the plans shall provide for 30% of the pre-development climax forest preserved through a combination of common lots and preservation easements, with at least 16% of the pre-development climax forest contained in one or more common lots. The tree preservation easement shall be in a form satisfactory to the City. In presenting tree preservation plans to the city,

Owner shall provide plans that are in compliance with the requirements of 29-4.4 (c) and 29-4.4 (g) (Landscaping, Screening, and Tree Preservation) of the Unified Development Code, amended and adopted, by City Ordinance.

- ii. Owner shall submit a copy of the proposed preliminary plat and required revision(s) as well as a copy of the proposed construction plans and required revision(s) to the City Fire Marshal for review and approval concurrent with application to seek Boone County Planning and Zoning Commission or County Commission approval of the preliminary plat or issuance of a land disturbance permit authorizing the installation of infrastructure. The plat and plans submitted to the City Fire Marshal shall demonstrate compliance with the City Fire Code.
- e. Development and construction on the Property shall be subject to County standards and City standards as specifically set forth in paragraph 6(a)-6(d). During the period when Owner is constructing or developing the Project, if any irreconcilable conflict exists between a County regulation and a City regulation, the Owner, after providing notice of the conflict to the City Department of Community Development, Division of Building & Site Development, shall follow the County regulation. Owner acknowledges that no conflict exists if:
- i. A City regulation imposes a more stringent minimum requirement than a corresponding County regulation and compliance with both the county and city regulation can be achieved by satisfying the city requirement, or
 - ii. In any instance where the City imposes a regulation that is not imposed by the County.

In either such instance, Owner shall follow the City requirement.

7. So long as the Property remains outside the City limits, any subdivision of the Property shall be prepared in accordance with the applicable requirements of Boone County. The City shall be provided written notice of the subdivision of the property, but there shall be no requirement that the City approve any plat prior to any action taken on a plat by the Boone County Commission.

8. The parties agree that this agreement shall become null and void in the event the Boone County authorities do not grant the requested zoning, plat and construction approvals for the Project.

9. To the extent allowed by law, at such time as the Property becomes contiguous to the corporate limits of the City, City may, but shall not be obligated to, annex the Property into the City, without further action of the Owner. The City in its sole discretion may, but shall not be required to, delay annexation of the Property until such time the Property is contiguous to the City by property having frontage on an adjacent roadway which serves the Property, or until any other such time the City reasonably and solely determines to be appropriate to annex the Property and provide available municipal services to the Property.

10. Owner irrevocably appoints the City Manager of Columbia, Missouri, as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of the Property to

the City Council of Columbia, Missouri. The City Manager may exercise this power of attorney at any time after the Property becomes contiguous to the corporate limits of the City. Any delay in filing such petition shall not be deemed a waiver of any right of the City to file such petition at such time in the future when, in the sole discretion of the City Manager, the filing of such petition is deemed advisable.

11. In lieu of the power of attorney granted to the City Manager herein, the City Manager may request the Owner to submit a verified petition requesting annexation. In such event, Owner shall, within such time as specified by the City Manager, submit a verified petition requesting annexation of the Property to the Director of Community Development for presentation to the City Council of Columbia, Missouri. The City Manager may request Owner to present an annexation petition at any time after the Property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

12. The petition for annexation may request that the Property be placed in Zoning District R-1, or equivalent, upon annexation. If the proposed ordinance annexing the Property does not place the Property in the zoning district specified herein, Owner may withdraw the petition for annexation. Such withdrawal shall not affect the parties' obligations under this Agreement, including City's obligation to provide sewer service.

13. Except as expressly set forth in paragraph 12 hereof, Owner agrees not to take any action to oppose any annexation initiated by the City which includes the Property. Owner further agrees not to take any action to oppose any annexation initiated by the City or by any property owner which includes any property lying between the Property and the City limits. The parties acknowledge they are entering into this agreement in good faith and that the commitment of Owner to annex the Property into the city limits the City is a material condition upon which the City has placed substantial reliance in entering into the agreement. City states it would not enter into this agreement allowing connection of Owner's Property to the City's sanitary sewer system but for such commitment to annex the Property into the city limits.

14. Owner shall give a copy of this Agreement to each person who buys all or a portion of the Property.

15. If Owner fails to annex the Property as provided herein, City may terminate sewer service to the Property and disconnect the sewer lines serving the Property from the City's sanitary sewer system. City shall give Owner and Boone County Regional Sewer District five (5) years prior written notice of its intent to terminate sewer service.

16. This Agreement is not intended to confer any rights or remedies on any person other than the parties.

17. 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 respective legal representatives, successors, heirs and assigns. All persons claiming under the parties shall conform to and observe the provisions of this Agreement.

18. Owner, at Owner's sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, boards, commissions, officers, employees, attorneys, and agents from and against any and all causes of action, claims, demands, contractual damages and losses, economic damages

and losses, any and all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, out of either Owner's breach of this Agreement or any action or inaction of Owner, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Owner may be liable.

19. This Agreement shall be construed according to the laws of the State of Missouri. The parties shall comply with all local, state, and federal laws and regulations relating to the performance of this Agreement.

20. Any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Boone County, Missouri.

21. This Agreement contains the entire and complete agreement between the City and the Owner. The parties agree that this Agreement constitutes a lawful contract between the parties and the Owner hereby acknowledges and agrees that this Agreement and the City's ordinances and regulations applicable to this Agreement constitute lawful exercises of the City's authority and police power.

22. The City shall record this Agreement in the office of the Boone County Recorder of Deeds.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day set forth below each of their signatures.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/jm

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this ___ day of _____, 2018, before me appeared Mike Matthes, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year last above written.

Notary Public

My commission expires: _____.

OWNER: JQB Construction, Inc.

By: _____
J. Quinn Bellmer, President

Date: 8/30/18

STATE OF MISSOURI)
) ss
COUNTY OF Boone)

On this 30 day of August, 2018, before me, a Notary Public in and for said state, personally appeared, J. Quinn Bellmer, to me personally known, who, being by me duly sworn, did say that he is President of JQB Construction, Inc., a Missouri corporation, and that the foregoing agreement was signed on behalf of said corporation and acknowledged such agreement to be the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and state aforesaid the day and year last above written.

Danielle Griffith
Notary Public

My commission expires: 10/28/2020



Exhibit A

Legal Description of the Property

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DESCRIPTION FOR TRACT SPLIT - BELMER
FOR MCTURNAN FAMILY PARTNERSHIP
JOB #150391

OCTOBER 10, 2017

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 1, TOWNSHIP 47 NORTH, RANGE 13 WEST, AND THE NORTH HALF OF SECTION 6, TOWNSHIP 47 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI AND BEING PART OF TRACT 1 AND ALL OF TRACT 3 AS SHOWN IN THE SURVEY RECORDED IN BOOK 2958, PAGE 4 AND DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 1373, PAGE 731 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 48 NORTH, RANGE 12 WEST, AS SHOWN IN THE SURVEY RECORDED IN BOOK 494, PAGE 216 AND SAID SURVEY RECORDED IN BOOK 2958, PAGE 4, AND WITH THE NORTH LINES OF SAID SURVEY RECORDED IN BOOK 2958, PAGE 4, N 89°42'55"W, 51.46 FEET; THENCE N 88°49'30"W, 98.54 FEET; THENCE S 1°12'20"W, 229.99 FEET; THENCE N 88°44'30"W, 207.13 FEET; THENCE N 1°17'35"E, 230.22 FEET; THENCE N 88°45'40"W, 2654.08 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID NORTH LINE, S 27°48'55"W, 100.22 FEET; THENCE S 1°13'45"W, 69.24 FEET; THENCE S 16°00'25"E, 82.26 FEET; THENCE S 24°52'50"E, 203.97 FEET; THENCE S 40°28'25"E, 610.04 FEET; THENCE S 65°34'15"E, 429.61 FEET; THENCE S 0°42'30"W, 268.24 FEET; THENCE S 35°51'50"W, 168.05 FEET; THENCE S 13°28'10"E, 276.37 FEET; THENCE S 46°11'35"W, 756.39 FEET; THENCE S 4°31'15"W, 341.41 FEET TO THE SOUTH LINE OF SAID SURVEY RECORDED IN BOOK 2958, PAGE 4; THENCE WITH THE LINES OF SAID SURVEY, N 88°31'20"W, 945.56 FEET; THENCE S 1°30'30"W, 1592.75 FEET; THENCE S 89°32'50"W, 235.53 FEET; THENCE N 30°52'35"W, 111.56 FEET; THENCE 323.19 FEET ALONG A 1111.28-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD N 22°28'00"W, 322.05 FEET; THENCE N 14°04'10"W, 151.96 FEET; THENCE 632.94 FEET ALONG A 1181.28-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD N 29°30'40"W, 625.40 FEET; THENCE N 37°20'40"W, 63.65 FEET; THENCE N 30°26'50"W, 81.80 FEET; THENCE N 54°46'50"W, 282.89 FEET; THENCE 491.53 FEET ALONG A 443.34-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD N 16°02'10"W, 466.74 FEET; THENCE N 15°43'10"E, 937.82 FEET; THENCE 297.94 FEET ALONG A 1467.68-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD N 9°50'05"E, 297.43 FEET; THENCE N 4°10'35"E, 1271.21 FEET TO THE NORTH LINE OF SAID SURVEY; THENCE WITH SAID NORTH LINE, S 83°41'05"E, 872.64 FEET; THENCE S 88°45'40"E, 686.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 153.63 ACRES.



DAVID T. BUTCHER, PLS-2002014095

10/12/2017

DATE

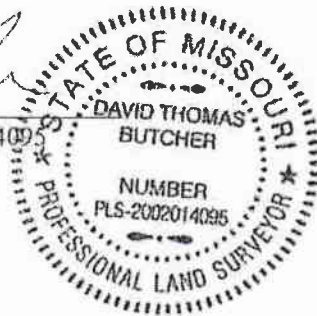
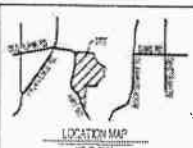


Exhibit B

Clear Creek Preliminary Plat showing sewer line locations



- SYMBOL LEGEND**
- 1. 1/4 SECTION (20 AC)
 - 2. 1/2 SECTION (40 AC)
 - 3. 3/4 SECTION (60 AC)
 - 4. 1 SECTION (80 AC)
 - 5. 1/4 SECTION (20 AC)
 - 6. 1/2 SECTION (40 AC)
 - 7. 3/4 SECTION (60 AC)
 - 8. 1 SECTION (80 AC)



PRELIMINARY PLAT CLEAR CREEK ESTATES

A MAJOR SUBDIVISION LOCATED IN SECTION 1, TOWNSHIP 47 NORTH, RANGE 12 WEST & SECTION 6, TOWNSHIP 47 NORTH, RANGE 12 WEST
BOONE COUNTY, MISSOURI
JANUARY 2018

- NOTES**
1. WATER DISTRIBUTION TO BE PROVIDED BY OTHERS.
 2. EXISTING UTILITIES UNDER THIS DEVELOPMENT WILL CROSS A SMALL UNDEVELOPED SWAMPY AREA. UTILITIES WILL BE CONSTRUCTED ALONG STREETS OF LOTS TO BE LOCATED WITHIN 10 FEET AND UTILITIES OR PROJECTS SHALL BE TO THE SOUTH OF THE SWAMP & SHALL BE DEEPER THAN 14 FEET. THE DEPTH CONDITIONS WILL BE GREATER THAN 20 FEET.
 3. THE STREET ROW SHALL BE 30 FEET WIDE UNLESS OTHERWISE NOTED.
 4. THERE SHALL BE A 10 FOOT WIDE EASEMENT ALONG THE EAST OF EACH LOT ADJACENT TO THE STREET ROW.
 5. ANYTHING NOT DESCRIBED TO BE DONE BY OTHERS.
 6. LOT PLANNING SHALL BE FOR VACATION PURPOSES ONLY. FINAL MAPS WILL BE DETERMINED DURING FINAL PLATTING.
 7. THE DESIGN SHALL BE TO THE SOUTH OF THE SWAMP & SHALL BE DEEPER THAN 14 FEET.
 8. THE ROAD DESIGN SHALL BE AS NOTED.
 9. NO PUBLIC UTILITIES ARE PROVIDED FOR THIS DEVELOPMENT.
 10. UTILITY DISTRIBUTION TO BE DONE BY OTHERS.
 11. LOTS 11 - 12 ARE TO BE DESIGNATED TO THE HOME OWNERS ASSOCIATION AND ARE TO BE USED FOR GOLF COURSE AND OTHER RECREATIONAL PURPOSES. THE HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF THE GOLF COURSE AND OTHER RECREATIONAL PURPOSES. FURTHERMORE, APPROVED UTILITIES SHALL BE LOCATED AT THE END OF PINE PLACING TO ENSURE PROPER ACCESS TO THE GOLF COURSE AND OTHER RECREATIONAL PURPOSES.
 12. ALL PUBLIC UTILITY ACCESS SHALL BE ALIGNED DIRECTLY OFF SOUTH ROADWAY 1/2 MILE OR THEREABOUTS TO LOT 12.
 13. ALL EXISTING UTILITIES ON THIS SITE SHALL BE PROVIDED PRIOR TO FINAL PLATTING OF THIS PROJECT AND SHALL BE AS NOTED.
 14. THIS DEVELOPMENT SHALL BE DEVELOPED WITHIN THE BOONE COUNTY PROJECTS LOCATED WITHIN THE EASTERN PORTION OF THE SECTION 1-6 EAST LOCATED AT THE END OF RANGE AND TOWNSHIP CORNER.
 15. ALL LOTS SHALL HAVE A MINIMUM 50 FOOT FRONT AND REAR YARD SETBACKS ALONG WITH A MINIMUM 10 FOOT SIDE YARD SETBACK UNLESS OTHERWISE NOTED ON THE PLAN.
 16. ALL LOTLINE LOCATIONS SHALL BE IN ACCORDANCE WITH BOONE COUNTY REGULATIONS.
 17. PLATTING OF THIS DEVELOPMENT IS LOCATED WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN BY THE FIRM PANEL PHOTOGRAPHIC OVERLAY MAP (L1701).
 18. THE OTHER PARTS NOT SHOWN ON THIS PLAN IS INTENDED TO COMPLY WITH THE REQUIREMENTS OF CHAPTER 211 OF THE ZONING REGULATIONS IN BOONE COUNTY, MISSOURI. THESE PARTS ARE BEING PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 211 OF THE ZONING REGULATIONS IN BOONE COUNTY, MISSOURI. THE REQUIREMENTS OF CHAPTER 211 OF THE ZONING REGULATIONS IN BOONE COUNTY, MISSOURI, SHALL BE APPLIED TO THE DEVELOPMENT OF THIS PROJECT AS APPROVED BY THE BOONE COUNTY PLANNING AND ZONING COMMISSION. THE DEVELOPMENT SHALL BE IN ACCORDANCE WITH BOONE COUNTY REGULATIONS.
 19. PREPARED FLOOD RISK LOCATIONS ARE SHOWN. ALL DEVELOPERS SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY REGULATIONS FOR FLOOD PROTECTION. ALL DEVELOPERS SHALL BE PLACED IN ACCORDANCE WITH NECESSARY REGULATIONS IN PLACE FOR THE HOME OWNERS ASSOCIATION TO USE ON RECREATIONAL PURPOSES.
 20. FINAL THE EXISTING UTILITIES AND SPACING SHALL BE DETERMINED BY THE FINAL PLATTING PLAN. THE PLAN SHALL BE APPROVED BY THE BOONE COUNTY PLANNING AND ZONING COMMISSION.
 21. THESE PARTS ARE SUBJECT TO THE BOONE COUNTY COMMISSION'S DECISION.

LEGAL DESCRIPTION
A TRACT OF LAND LOCATED IN THE EAST PART OF SECTION 1, TOWNSHIP 47 NORTH, RANGE 12 WEST AND THE SOUTH PART OF SECTION 6, TOWNSHIP 47 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI AND BEING PART OF TRACT 1 AND ALL OF TRACT 2 AS SHOWN ON THE MAPS RECORDED IN BOONE COUNTY, MISSOURI, AND BEING PART OF THE WARRANTY DEED RECORDED IN BOONE COUNTY, MISSOURI, RECORDS OF BOONE COUNTY, WITHIN THE CERTIFICATE 15331 AC.

APPROVED BY THE BOONE COUNTY PLANNING AND ZONING COMMISSION
DATE: 1/11/18

BOB HARRIS - CHAIRPERSON

APPROVED BY THE BOONE COUNTY COMMISSION
DATE: 1/11/18

DESIGNED BY:
DAN STELL, MISSOURI COMMISSIONER

ENGINEERING CONSULTANTS:
CROCKETT
1950 W. Highway 240, Boonville, MO 64609
Phone: 660-888-8888
Fax: 660-888-8888
www.crockett-engineering.com

Exhibit C

**Sewer Connection Agreement between the
Boone County Regional Sewer District and the City of Columbia**

CONNECTION AGREEMENT

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

WHEREAS, the City operates a regional wastewater treatment plant that is capable of providing wastewater treatment services for the District service area that is the subject of this Agreement ("the Clear Creek Service Area" or "Service Area");

WHEREAS, it is feasible to construct sanitary sewers to connect the Clear Creek Service Area to the City's sanitary sewer collection system;

WHEREAS, such a sanitary sewer connection will make construction of a new wastewater treatment system to serve the Clear Creek Service Area unnecessary;

WHEREAS, the parties are authorized pursuant to §70.220 RSMo to enter this agreement; and

THEREFORE, the parties hereto agree as follows:

1. The Clear Creek Service Area is shown as the platted area on the attached Exhibit A.
2. The purpose of this agreement is to establish the terms of under which the City will accept a connection from District-owned sewers providing residential service in the Clear Creek Service Area to the City's sanitary sewer collection system. No other purpose is allowed under this agreement.
3. The following definitions apply to this agreement:
 - a. "Connecting sewer" means the sewer to be constructed pursuant to this agreement connecting the Clear Creek Service Area to the City's existing sanitary sewer collection system.
 - b. "Developer" means the property developer for the Clear Creek Service Area.
4. Upon receipt of a complete and approvable application(s), including approvable plans, necessary for the construction of a Connecting Sewer, and payment of all application fees due under Chapter 22 of the Code of Ordinances, the City will, as soon as practical, review the application(s) and plans in accordance with City ordinances and state and federal law. If the application(s) and plans demonstrate the design of the Connecting Sewer will comply with all applicable laws, the City will approve the application for construction of the Connecting Sewer, subject to

such terms and conditions as are determined to be appropriate by the City.

5. The City shall not be responsible for acquiring easements necessary for construction of the Connecting Sewer.
6. The District shall own the Connecting Sewer and the sewers internal to the Clear Creek Service Area. The District shall maintain and operate the Connecting Sewer and the sewers internal to the Clear Creek Service Area at its cost.
7. The District shall provide construction inspection in accordance with the City standards and specifications and will submit all reports developed as a result of the inspection. The city shall review the submitted material as soon as practical and indicate to the District if there are any deficiencies identified by the city as a result of its review. The District shall assure the correction of all deficiencies prior to acceptance of the system by the District from the Developer or the Developer's contractor.
8. The District shall maintain all public sewers in the Clear Creek Service Area in compliance with the City sewer standards and plumbing codes. The City shall have the right to inspect the Connecting Sewer and the sewers in the Service Area for as long as these sewers are connected to the City's sewer system. The District shall promptly repair any deficiencies or damage identified at any time by the City or the District; this includes the implementation of cost-effective remedies for inflow and infiltration in the District sewer system that significantly increases the City's operational costs or significantly impacts the capacity of any City sewer infrastructure. The District's maintenance must ensure that inflow and infiltration into the City's system do not become excessive. Inflow and infiltration is excessive if the rainfall-induced peak flow rate results, or will result, in chronic operational problems during storm events (for example, sewer surcharge, manhole overflows and backups into buildings). In addition, inflow and infiltration is also excessive if flow exceeds 275 gallons per person per day in the Service Area; there shall be a rebuttable presumption that each single family residential unit in the service area houses 3.7 people.
9. The Distinct shall provide a monthly Wholesale Treatment Report for the Clear Creek Service Area listing all the District customers in said Service Area that are receiving wholesale treatment from the City. The Report shall be divided according to water meter size and shall list water usage per customer. The usage per customer will be based on readings from the water provider of the customer and shall reflect average water usage determined according to regulations outlined in Section 3.7 of the District's User Rate Regulations. If a property is vacant and there is no water usage, that property will not be included in the Wholesale Treatment Report.
10. The City shall submit to the District a monthly bill for the Clear Creek Service Area based on the Wholesale Treatment Report for said Service Area. The

amount billed shall be equivalent to 100 percent of the base charge and 80 percent of the volume charge included in Section 22-263 of the City Code, including any amendments thereto. The provisions of Section 22-266 of the City Code shall not apply to the area served under this agreement. The District agrees to pay the amount billed by the due date in the bill, which shall provide at least 10 days for payment. The District shall be subject to the same late fee assessment as other customers of the City's sewer system.

11. The District shall promptly notify the City when customers in the Service Area have been connected to the District's collection system. The District shall promptly inform the City whenever customer changes occur in the Service Area.
12. The district shall provide or assure the construction of a structure in the Connecting Sewer at or near the point of connection to the City's sewer system that will allow the insertion of a calibrated flow meter(s). The City may install a calibrated flow meter(s) in the Connecting Sewer at its own expense. The City shall give the District at least 30-days' notice prior to installing a flow meter and will share data from the flow meter with the District.
13. Transfer of customers is not anticipated in the near future. Should the City or the District wish to transfer customers in the future, terms of the transfer will be negotiated and this agreement may be amended to include such terms and conditions as are agreed at that time.
14. The District shall not connect sewers serving land outside the Service Area to the Connecting Sewer or the sewers within the Service Area without the prior written consent of the City.
15. The City shall not connect sewers to the District's sewers without the prior written consent of the District.
16. 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. At the conclusion of the five-year notice period, the District shall assume responsibility for all aspects of wastewater management for the Service Area.
17. The City may also terminate the Agreement and service to the Service Area if the District fails to comply with the terms of this Agreement by giving written notice of the nature of the failure to comply, a notice of intent to terminate and an opportunity to correct the noncompliance. Any noncompliance shall be corrected as quickly as practical. Termination under this paragraph shall be effective five years following the notice if the non-compliance is not corrected to the satisfaction of the City in that period. During the notice period, no customer in the service area may be terminated from sewer service except upon nonpayment

of user fees and charges, violation of sewer use regulations or violation of environmental or public health laws or regulations.

18. The remedies contained in 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.
19. 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.
20. 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.
21. This agreement is not intended to confer any rights or remedies on any person other than the parties.
22. The financial obligations of the parties to this agreement 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.
23. Amendments to this agreement shall only be effective if made in writing and executed in the same manner as this agreement.
24. Both parties will enact and enforce sewer use and user charge ordinances which are acceptable to the Missouri Department of Natural Resources. Both parties agree to adopt user charge ordinances which will proportionately recover all operation, maintenance and replacement costs for which each party is responsible. Both parties will enact industrial pre-treatment ordinances as appropriate. Both parties shall comply with all Department of Natural Resources regulations in performing its obligations under this agreement.
25. 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 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
 Attn: City Manager

If to the District: Boone County Regional Sewer
 District
 1314 North Seventh Street
 Columbia, MO 65201
 Attn: General Manager

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, on the date of transmission with computer confirmation of successful delivery without errors.

26. This Agreement is contingent upon the Developer and the City entering into an agreement in substantially the same form as attached hereto as Exhibit B for the payment of connection fees from the Developer to the City and any other matters that pertain to the provision of wastewater treatment service to the Clear Creek Service Area. Upon final execution, the city shall provide the District with a copy of the executed agreement.
27. This Agreement is contingent upon the Developer and the District entering into an agreement that includes the provision of residential wastewater collection services between the Developer and the District in substantially the same form as attached hereto as Exhibit C. Upon final execution, the District shall provide the City with a copy of the executed agreement.
28. 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.
29. This Agreement is null and void if the construction of the Connecting Sewer does not commence within 5 years of the approval date of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF COLUMBIA, MISSOURI

**BOONE COUNTY REGIONAL SEWER
DISTRICT**

By: _____
Mike Matthes, City Manager

By: _____
Chairman, Board of Trustees

ATTEST:

ATTEST:

Sheela Amin, City Clerk

Secretary, Board of Trustees

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

John L. Whiteside, General Counsel

**AGREEMENT FOR PROVISION
OF WASTEWATER SERVICES**

Exhibit C

THIS AGREEMENT (the "Agreement") dated as of the _____ day of _____, 2018, 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 JQB Construction, Inc., a Missouri corporation and Jonathon Quinn Bellmer, a single person (herein collectively called "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:

The area shown on the attached Exhibit A and made a part hereof by reference.

Owner intends to subdivide said real estate into 45 single-family home lots.

1.1 Owner desires to design, construct and permit a wastewater collection system at Owner's own expense serving the Property.

1.2 District is willing to provide wastewater collection services to Property if Owner will design, construct and permit a wastewater collection system in accordance with the requirements of applicable District rules, policies, procedures and regulations published from time to time (the "Regulations") and provide the District with certain sewer line easements in substantially the form attached hereto as Exhibit B and title to the personal property comprising the wastewater collection facilities 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 easement or included in the bill of sale, and which are to be owned and maintained by Owner.

1.3 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 Property, the parties are entering into this Agreement.

2. Owners' Obligations - Owners agree to perform the following obligations:

2.1 Design and Construction of Sanitary Sewers and Service Connections - Owner hereby agrees to retain, at Owner's expense, a 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 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 line 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 be conveyed to District in accordance with the Regulations and pursuant to the documents described in Section 1.2 of this Agreement. Owner agrees to pay all fees for permits required by the State of Missouri Department of Natural Resources or any other governmental agencies having jurisdiction over said construction work.

2.2 Conveyance of Easements 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 easements, sewer lines, manholes, equipment and other personal property constructed or acquired by Owner designated as public or otherwise as to be conveyed to the District in the plans and specifications, pursuant to the documents described in Section 1.2 of this Agreement.

2.3 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 10 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 Owner 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 hereunder:

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, 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. It is expressly understood and agreed that all Owner service lines 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.

3.2 Provision of Wastewater Treatment Services - District agrees to provide wastewater collection services to the Property. Subject, however, to the terms and conditions of this Agreement upon completion of construction described above and final certification and inspection of the new sewer line facilities are in compliance with Department of Natural Resource rules and all Regulations. All service shall be provided in accordance with and subject to the District's Regulations applicable to providing customer services and at the rates and charges scheduled for those services.

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 construction plans for the necessary public sanitary sewer within the real estate. The Owner shall reimburse to the District the actual cost of the plan review and evaluation within 60 days of invoice. Cost of independent plan review and evaluation of the construction plans shall not exceed \$4,000.00 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 lots for which treatment capacity is purchased under this Agreement so long as Owner fulfills 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 collection system capacity provided for herein.

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.

9. Notices – All notices, consents, approvals, deliveries and other communications (collectively, “Notices”) that may be or are required to be given by either Owner or 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 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 Owner: Jonathon Q. Bellmer
 6209 Upper Bridle Bend Drive
 Columbia, MO 65201

If to District: Boone County Regional Sewer District
 1314 North Seventh Street
 Columbia, MO 65201
 Attn: Tom Ratermann

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, on the date of transmission with computer confirmation of successful delivery without errors.

10. Contingency – This agreement is contingent upon the Developer and the City of Columbia (City) entering into an agreement for the payment of connection fees from the Developer to the City and any other matters that pertain to the provision of wastewater treatment service to the District service area. Any such agreement between Developer and City shall be in writing and attached to this agreement as a condition to District’s fulfillment of its obligations under this agreement.

11. Contingency – This agreement is contingent upon the City of Columbia and the District entering into an agreement for the provision of wastewater treatment services. Any such agreement shall be in writing and attached to this agreement as a condition to District’s fulfillment of its obligations under this agreement.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and

year first set forth above.

OWNER:

JQB Construction, Inc.

By: _____
Name: _____
Title: _____


ATTEST:

Secretary

Jonathon Quinn Bellmer, a single person

DISTRICT:

BOONE COUNTY REGIONAL SEWER
DISTRICT

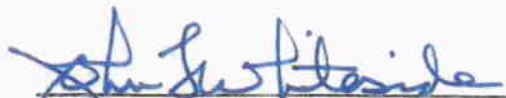
By: 
Name: Randall C. Chavin
Title: Chair, Board of Trustees

ATTEST:

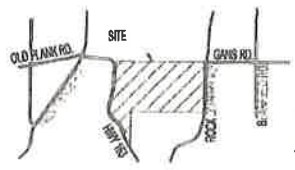


Assistant Secretary

FORM APPROVAL:



General Counsel



- LEGEND:**
- EXISTING 20' CONTOUR
 - EXISTING 10' CONTOUR
 - EXISTING STRUCTURE
 - EXISTING TRAILLINE
 - EXISTING OVERHEAD ELECTRIC
 - PROPOSED WATERLINE
 - EDGE OF WATERWAY
 - STREAM BUFFER (OUTER LIMITS)
 - PROPOSED SHOULDER CENTER
 - MANHOLE
 - B.M.
 - P.M.
 - R/W
 - EXISTING LOT NUMBER
 - PROPOSED LOT NUMBER
 - PROPOSED FIRE HYDRANT

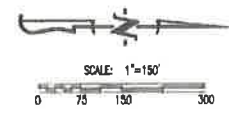
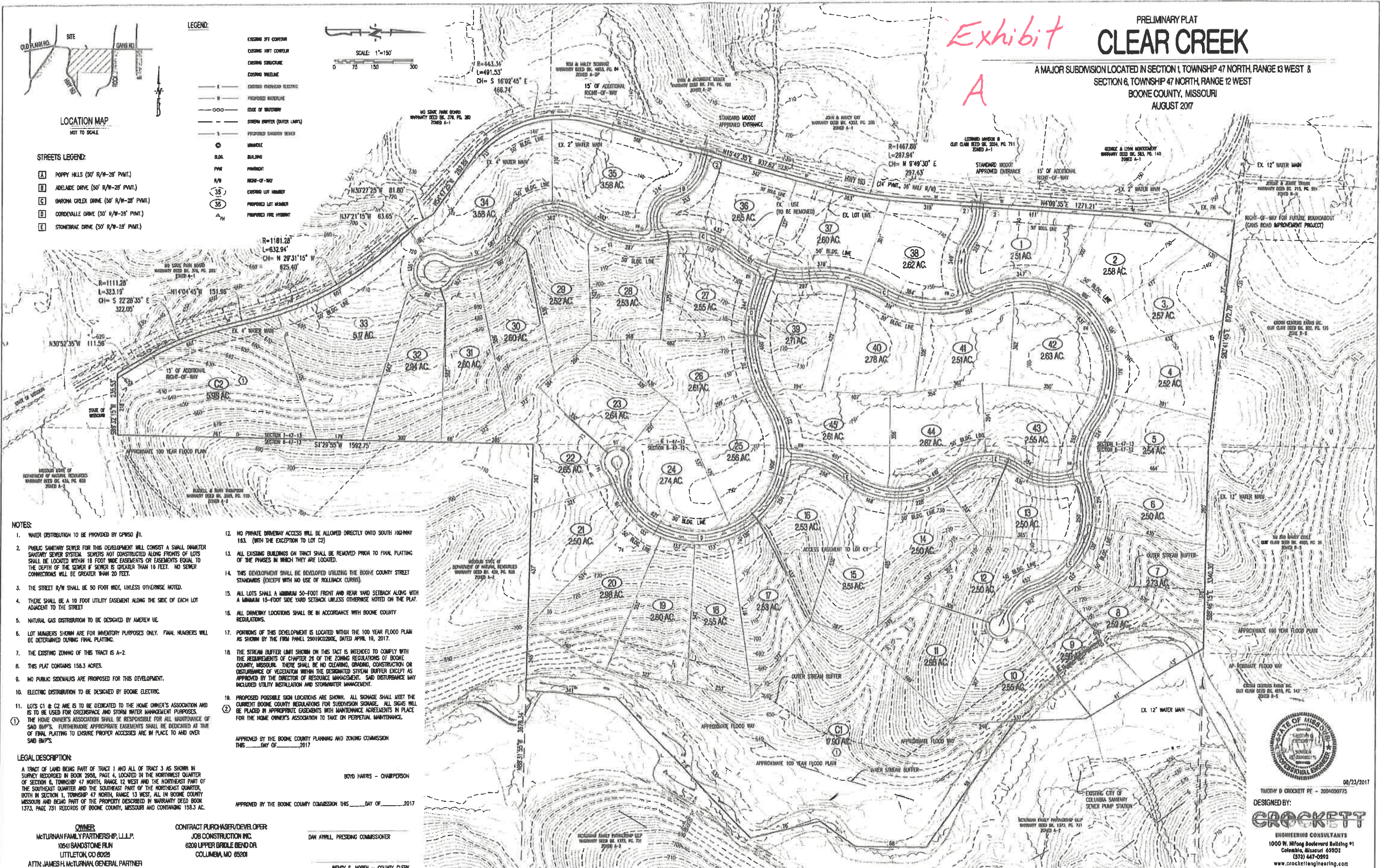


Exhibit A

PRELIMINARY PLAT
CLEAR CREEK

A MAJOR SUBDIVISION LOCATED IN SECTION 1, TOWNSHIP 47 NORTH, RANGE 13 WEST & SECTION 6, TOWNSHIP 47 NORTH, RANGE 12 WEST BOONE COUNTY, MISSOURI
AUGUST 2017

- STREETS LEGEND:**
- POPPLY HILLS (50' R/W-28' PMT.)
 - ADELAIDE DRIVE (50' R/W-28' PMT.)
 - EMMA ORLEX DRIVE (50' R/W-28' PMT.)
 - CORDEVALE DRIVE (50' R/W-28' PMT.)
 - STONEBARK DRIVE (50' R/W-28' PMT.)



- NOTES:**
1. WATER DISTRIBUTION TO BE PROVIDED BY CPWSD #1.
 2. PUBLIC SANITARY SEWER FOR THIS DEVELOPMENT WILL CONSIST OF A SMALL DIAMETER SANITARY SEWER SYSTEM. SEWERS NOT CONSTRUCTED ALONG FRONTS OF LOTS SHALL BE LOCATED WITHIN 18 FOOT WIDE EASEMENTS OR EASEMENTS EQUAL TO THE DEPTH OF THE SEWER IF SEWER IS GREATER THAN 18 FEET. NO SEWER CONNECTIONS WILL BE GREATER THAN 20 FEET.
 3. THE STREET R/W SHALL BE 50 FOOT WIDE, UNLESS OTHERWISE NOTED.
 4. THERE SHALL BE A 10 FOOT UTILITY EASEMENT ALONG THE SIDE OF EACH LOT ADJACENT TO THE STREET.
 5. NATURAL GAS DISTRIBUTION TO BE DESIGNED BY AMEREN MO.
 6. LOT NUMBERS SHOWN ARE FOR INVENTORY PURPOSES ONLY. FINAL NUMBERS WILL BE DETERMINED DURING FINAL PLATTING.
 7. THE EXISTING ZONING OF THIS TRACT IS A-2.
 8. THIS PLAT CONTAINS 158.3 ACRES.
 9. NO PUBLIC SIDEWALKS ARE PROPOSED FOR THIS DEVELOPMENT.
 10. ELECTRIC DISTRIBUTION TO BE DESIGNED BY BOONE ELECTRIC.
 11. LOTS C1 & C2 ARE TO BE DEDICATED TO THE HOME OWNER'S ASSOCIATION AND IS TO BE USED FOR GREENSPACE AND STORM WATER MANAGEMENT PURPOSES. THE HOME OWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF SAID EMPS. FURTHERMORE APPROPRIATE EASEMENTS SHALL BE DEDICATED AT TIME OF FINAL PLATTING TO ENSURE PROPER ACCESSORIES ARE IN PLACE TO AND OVER SAID EMPS.

12. NO PRIVATE DRIVEWAY ACCESS WILL BE ALLOWED DIRECTLY ONTO SOUTH HIGHWAY 163. (WITH THE EXCEPTION TO LOT C2)
13. ALL EXISTING BUILDINGS ON TRACT SHALL BE REMOVED PRIOR TO FINAL PLATTING OF THE PHASES IN WHICH THEY ARE LOCATED.
14. THIS DEVELOPMENT SHALL BE DEVELOPED UTILIZING THE BOONE COUNTY STREET STANDARDS (EXCEPT WITH NO USE OF ROLLBACK CURBS).
15. ALL LOTS SHALL A MINIMUM 50-FOOT FRONT AND REAR YARD SETBACK ALONG WITH A MINIMUM 15-FOOT SIDE YARD SETBACK UNLESS OTHERWISE NOTED ON THE PLAT.
16. ALL DRIVEWAY LOCATIONS SHALL BE IN ACCORDANCE WITH BOONE COUNTY REGULATIONS.
17. PORTIONS OF THIS DEVELOPMENT IS LOCATED WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN BY THE FIRM PANEL 290190220E, DATED APRIL 19, 2017.
18. THE STREAM BUFFER LIMIT SHOWN ON THIS TRACT IS INTENDED TO COMPLY WITH THE REQUIREMENTS OF CHAPTER 28 OF THE ZONING REGULATIONS OF BOONE COUNTY, MISSOURI. THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION WITHIN THE DESIGNATED STREAM BUFFER EXCEPT AS APPROVED BY THE DIRECTOR OF RESOURCE MANAGEMENT. SAID DISTURBANCE MAY INCLUDE UTILITY INSTALLATION AND STORMWATER MANAGEMENT.
19. PROPOSED POSSIBLE SIGN LOCATIONS ARE SHOWN. ALL SIGNAGE SHALL MEET THE CURRENT BOONE COUNTY REGULATIONS FOR SUBDIVISION SIGNAGE. ALL SIGNS SHALL BE PLACED IN APPROPRIATE EASEMENTS WITH MAINTENANCE AGREEMENTS IN PLACE FOR THE HOME OWNER'S ASSOCIATION TO TAKE ON PERPETUAL MAINTENANCE.

LEGAL DESCRIPTION:
A TRACT OF LAND BEING PART OF TRACT 1 AND ALL OF TRACT 3 AS SHOWN IN SURVEY RECORDED IN BOOK 2858, PAGE 4, LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 47 NORTH, RANGE 12 WEST AND THE NORTHEAST PART OF THE SOUTHWEST QUARTER AND THE SOUTHWEST PART OF THE NORTHEAST QUARTER, BOTH IN SECTION 1, TOWNSHIP 47 NORTH, RANGE 13 WEST, ALL IN BOONE COUNTY, MISSOURI AND BEING PART OF THE PROPERTY DESCRIBED IN WARRANTY DEED BOOK 1373, PAGE 751 RECORDS OF BOONE COUNTY, MISSOURI AND CONTAINING 158.3 AC.

APPROVED BY THE BOONE COUNTY PLANNING AND ZONING COMMISSION
THIS _____ DAY OF _____, 2017

BOYD HARRIS - CHAIRPERSON

APPROVED BY THE BOONE COUNTY COMMISSION THIS _____ DAY OF _____, 2017

DAW AYVAL, PRESIDING COMMISSIONER

HENRY S. NOREN - COUNTY CLERK

STATE OF MISSOURI
DEPARTMENT OF REVENUE
REGISTERED PROFESSIONAL ENGINEER

08/23/2017
TIMOTHY D. CROCKETT PE - 2004000775

DESIGNED BY:
CROCKETT
ENGINEERING CONSULTANTS
1000 N. Niangua Boulevard Building #1
Columbia, Missouri 65203
(573) 447-0292
www.crockettengineering.com

Exhibit
B

GENERAL SUBDIVISION SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that on the _____ day of _____, 20____, the undersigned grantor,

_____ (husband and wife or individual), hereinafter referred to as "Grantor(s)" in consideration often dollars and other good and valuable consideration, the receipt which is hereby acknowledged by the undersigned, does hereby grant, bargain, sell and convey unto the Boone County Regional Sewer District, a common sewer district organized and operated under the provisions of chapter 204, RSMo, hereinafter called Grantee or District, and its successors and assigns, (Grantee's mailing address is: 1314 North Seventh St., Columbia, Missouri 65201), a general perpetual easement 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:

LEGAL DESCRIPTION OF ENTIRE TRACT OR LOT

The sewer easement hereby granted is applicable when any force main or service line is outside of any platted utility easement and shall be 20 feet in width, the center line thereof to be located across said land as installed when said easement pertains to a force main or service line extending from any septic tank [or pump pit] to a public force main. The easement around any septic tank and tap pit shall be 20 feet measured from the center of the tank for a total of 40 feet diameter. *[The electrical service easement granted herewith shall be 10 feet in width, and located along the center line of any electrical service as installed, from the pump pit to the residential structure being served.]* Said easements shall include general access rights for entry and use of land adjacent to said easements with respect to any District owned or maintained facilities located within said easements. Said sewer easement being the right to construct, operate, replace, repair and maintain sewers, pipes, manholes, pumps, tanks and other equipment and appurtenances owned, possessed or operated by the District pursuant to the rules, regulations and policies enacted and maintained by the District, under or across said easement, and a right to access thereto over the above-described tract(s) of land along any reasonable route designated in writing by the owner thereof and accepted by the Grantee, or in the absence of such reasonable designation and acceptance, a reasonable right of access as designated by the Grantee, 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 agencies of the State of Missouri as designated by the Grantee, 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 District 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 and the Grantors successors and assigns adjoining said easement or either side thereof to pile earth, place or remove machinery, place or store materials and any other act necessary for the purposes 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, it 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 Grantors have executed this instrument on the day and year first above written.

STATE OF MISSOURI)

COUNTY OF BOONE)ss
)

On this _____ day of _____, 20____, before me personally appeared _____, husband and wife, to me known to be the persons described in and who executed the foregoing instrument for the purposes therein stated.

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

, Notary Public

My Commission Expires: _____

Exhibit
C

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.

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.

- Notary Public

My commission expires: _____.