

**DEVELOPMENT AGREEMENT**

This Development Agreement is entered into on this \_\_\_ day of \_\_\_\_\_, 2016, (the “Effective Date”) between the City of Ashland, a Missouri fourth class city (“Ashland”) and Hummingbird Properties, LLC, a Missouri limited liability company (“Developer”)

Ashland and Developer agree as follows:

**1. Definitions:**

The following definitions apply to this Development Agreement:

*Developer Property* means the land described on Exhibit A, which is attached to and made a part of this Development Agreement.

*Ashland’s Engineer* means Allstate Consultants LLC or any other engineer or engineering firm designated by Ashland.

*Columbia* means the City of Columbia, Missouri, a constitutional charter city and the owner of Columbia Regional Airport.

*Connection Fee* means the treatment impact fee plus the collection system fee established by the Ashland Board of Aldermen.

*Connection Fee Credit or CFC* means the amount which is the difference where the minuend is the product of \$351,850 and the Connection Fee Waiver Index and the subtrahend is any Connection Fee that has been waived in favor of Developer pursuant to this Development Agreement  $[(\$351,850 * CFW \text{ Index}) - \text{Connection Fee previously waived} = \text{CFC}]$ .

*Connection Fee Waiver* means a document issued by Ashland assigning the right to connect to Ashland’s sewer system without paying a Connection Fee to the extent that there remains Connection Fee Credit.

*Connection Fee Waiver Index or CFW Index* means the quotient derived where the divisor is the Connection Fee for a one-inch meter that would have been charged by Ashland to a new commercial user of the Ashland waste water system as of the Effective Date and the dividend is the Connection Fee that would be charged for the same user as of the date that a Connection Fee Credit is utilized by Developer. For example, if the Connection Fee would have been \$1,500 on the Effective Date and would be \$1,800 on the date when the Connection Fee Credit is utilized, the CFW Index would be 1.2 ( $1,800 / 1,500 = 1.2$ ).

*Gpd* means gallons per day.

*OSHA* means the United States Occupational Safety and Health Administration.

*Sewer Extension Project* means the extension of Ashland's sewer lines to serve The Baptist Home property, the Columbia Regional Airport property and the Developer Property as shown on Exhibit B, which is attached to and made a part of this Development Agreement. The Sewer Extension Project includes the construction of a force main collection system, pump station and necessary appurtenances.

## **2. Recital of Relevant Facts:**

This Development Agreement is entered into in view of the following facts:

a. On August 5, 2014, the voters of Ashland approved, by a vote of 487 to 151, a waterworks and sewerage system revenue bond issue in the amount of \$7,000,000 to fund sewer system extensions and improvements, including a substantial upgrade to its wastewater treatment facility.

b. Ashland wishes to fund sewer system extensions and improvements by borrowing money under either the Missouri Department of Natural Resources Clean Water State Revolving Fund program or the United States Department of Agriculture Rural Development Water and Waste Disposal Loan and Grant program or in combination with other programs yet to be identified.

c. Ashland's 2015 Facilities Plan for its wastewater collection system and treatment facilities has been approved by Ashland's Board of Aldermen and submitted to and approved by the Missouri Department of Natural Resources.

d. Pursuant to the 2015 Facilities Plan, Ashland intends to replace the current lagoon system with a mechanical wastewater treatment plant (the "Treatment Plant"). The capacity of phase 1 of the Treatment Plant is 600,000 gallons per day. The estimated cost of phase 1 is \$5,685,000. Phase 1 is planned to be completed in May, 2018.

e. Ashland plans to extend a Northeast Area force main to serve The Baptist Home property, as shown on Exhibit B. The estimated cost of this extension is \$1,645,600.

f. Developer wants Ashland to provide sewer service to the Developer Property and is willing to construct the Sewer Extension Project shown on Exhibit B to provide the capacity needed by Developer, subject to the conditions set forth in this Development Agreement. The estimated cost of the extension of the sewer line serving the Airport property to the Developer property is \$939,300, which also includes the force main upgrade along Angel Lane to a capacity suitable for Developer's needs.

**3. Contingencies:** The parties' obligations under this Development Agreement are contingent upon the following:

a. The acquisition by Ashland of all easements necessary for construction of the Sewer Extension Project.

b. Ashland securing financing for its share of the cost of the Sewer Extension Project by obtaining a loan from the Missouri Department of Natural Resources or obtaining a loan from the United States Department of Agriculture or selling Ashland waterworks and sewerage system revenue bonds.

c. All necessary permits for construction of the Sewer Extension Project are received from the applicable governmental authorities, including the Missouri Department of Natural Resources and the United States Environmental Protection Agency.

Ashland will notify Developer when all contingencies have been satisfied. Developer will not begin construction of the Sewer Extension Project until these contingencies have been satisfied.

**4. Construction of Sewer Extension Project:**

a. Developer will construct the Sewer Extension Project in accordance with plans and specifications ("Sewer Plans") provided by Ashland and in accordance with the terms of this Development Agreement.

b. The parties will cooperate to secure all necessary governmental permits and approvals.

c. Ashland's Engineer shall have access to the construction area at all times to insure that the Sewer Extension Project is constructed in accordance with the Sewer Plans.

d. Developer will complete the Sewer Extension Project within 12 months of receiving notice from Ashland that all contingencies set forth in paragraph 3 have been satisfied.

e. When construction of the Sewer Extension Project is complete pursuant to the Sewer Plans as determined in the reasonable discretion of Ashland's Engineer, Developer will convey ownership of the sewer line, pump station and appurtenances to Ashland by quit claim deed.

## **5. Bidding and Selection of Contractor:**

a. Developer will solicit bids for construction of the Sewer Extension Project from at least three contractors of Developer's choice. The call for bids will:

- include the applicable Annual Wage Order obtained from the Missouri Division of Labor Standards and a statement that the Sewer Extension Project is subject to the provisions of the Missouri Prevailing Wage Act;
- specify that the OSHA training requirements of Section 292.675 RSMo apply;
- require that contractor submit an e-verify affidavit with the bid.
- include a statement that the contract will require insurance that indemnifies Ashland and its agents, employees and successors against any and all claims related to the construction of the Sewer Extension Project.

b. Developer and a representative of Ashland will review the bids and Developer shall select the bidder with the lowest and best bid. If Developer selects a bidder that is not the lowest responsible bidder, the award of the bid by Developer is subject to the approval of the Ashland Board of Aldermen, which approval shall not be unreasonably withheld.

c. If the lowest and best bid includes a cost for the Sewer Extension Project that is 5% or more than the estimated cost of \$3,270,800 ~~2,205,800~~, either party may terminate this Development Agreement by giving the other party written notice of termination. Such notice must be given no later than fifteen days after bids have been reviewed by both parties.

## **6. Construction Contract Requirements:**

The contract between Developer and the contractor awarded the bid shall include the following:

a. A stipulation that not less than the Missouri prevailing hourly rate of wages shall be paid to all workers performing work under the contract; a statement setting forth the penalties for violations of the Missouri Prevailing Wage Act; and a statement that contractor and all subcontractors will comply with the notice, record keeping and all other requirements of the Missouri Prevailing Wage Act.

b. A provision requiring the contractor to comply with the requirements of Section 292.675 RSMo and provide a ten hour OSHA-approved construction safety program for its employees working onsite on the Sewer Extension Project. The contractor must require all subcontractors to observe the same safety program requirements.

c. A provision requiring the contractor to comply with Section 285.530 RSMo and not knowingly employ an unauthorized alien to perform work within the State of Missouri. The

contractor must provide an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The contractor must require all subcontractors to observe the same prohibition of employing unauthorized aliens and provide a sworn affidavit affirming that the subcontractor's employees are lawfully present in the United States.

d. The insurance requirements of the contract shall include a provision that contractor carry commercial general liability insurance that covers all operations by or on behalf of the contractor, providing insurance for bodily injury liability and property damage liability in the minimum amount of \$2,750,000 for all claims arising out of a single occurrence and \$410,000 for any one person in a single occurrence. Contractor must provide Developer with a certificate of insurance showing liability coverage that meets or exceeds the minimum requirements and that names Ashland as an additional insured against any and all claims and shall indemnify Ashland and all its employees and agents. Developer will provide a copy of this certificate to Ashland.

e. A statement that Ashland is a third party beneficiary of the contract.

f. A statement that contractor warrants to Developer and Ashland that material and equipment furnished under the contract will be of good quality and new and that all work will be free from defects and that the work will conform to the requirements of the contract and the Sewer Plans.

g. A provision requiring a one year correction period beginning when the sewer extension is decided to Ashland. Contractor will be responsible for any repairs or replacements caused by defective material, workmanship or equipment that, in the commercially reasonable judgment of Ashland's Engineer, shall become necessary during the one year correction period. If the contractor fails to begin making the repair or replacement within ten days of receiving notice from Ashland of the need of repair or replacement, or fails to expeditiously complete such repair or replacement, or in the case of an emergency, Ashland may make the repair or replacement at contractor's expense.

h. A requirement that contractor provide a payment and performance bond protecting Developer and Ashland.

i. The parties agree that the Missouri Department of Natural Resources and the funding agencies may have requirements and contract provisions that will be included in the agreement with the contractor.

## **7. Cost Sharing and Payment for Sewer Extension Project:**

a. The estimated cost of the Sewer Extension Project is \$3,270,800. This amount includes all Engineering Services and other Professional Services as well as the estimated cost of the construction bid amount. Ashland and Developer will share this cost as follows:

Ashland	\$2,331,500	71%
Developer	\$939,300	29%

The amounts to be paid by Ashland and Developer will be adjusted based on actual project costs; however, in no event shall Developer be required to pay an amount that is more than 5% higher than 29% of the actual amount of the accepted bid for the Sewer Extension Project. Ashland will pay 71% of actual costs and Developer will pay 29% of actual costs.

~~b. Ashland will make monthly progress payments to Developer based upon progress estimates of completed work submitted by Developer and approved by Ashland's Engineer in its commercially reasonable discretion. Such payments shall be made no later than 30 days following Ashland receiving a request for payment from Developer. Developer must provide lien waivers for the costs of materials and services being paid with such progress payments from all persons supplying such materials or services for the Sewer Extension Project when submitting estimates of completed work.~~

~~d. Ashland will retain ten percent (10%) of the amount of each progress payment.~~

b. Ashland will make the final payment, including the amounts retained, pay Developer 71% of the collection system construction amount that is properly charged by the successful bid contractor, when Ashland's Engineer, in its commercially reasonable discretion, certifies that the Sewer Extension Project has been completed pursuant to the Sewer Plans and Developer has provided to Ashland lien waivers from all persons supplying materials or services for the Sewer Extension Project and Developer has given Ashland copies of affidavits from the contractor and all subcontractors certifying compliance with the Prevailing Wage Act.

Developer shall not be responsible for paying its 29% of the Engineering Services and Other Professional Services, as covered in Exhibit D, which is attached to and made a part of this Development Agreement, until it is time for Ashland to pay Developer Ashland's portion of the collection system construction amount.

The amount Developer owes Ashland will be subtracted from the payment Ashland makes to Developer. Any payment later owed under this Development Agreement by one party to the other shall also be promptly paid or used as credit if each party owes the other party.

ec. In the event that Ashland provides notice to Developer on or before August 1, 2016 which instructs Developer to refrain from completing the work described in the bid package portion of the Sewer Plans as sections "5.00 Gravity Sewer Line "1" – Columbia Regional Airport" and "8.00 Columbia Regional Airport Lagoon Closure" (the "Airport Work"),

Developer shall instruct the contractor which shall have been awarded the contract for construction of the Sewer Extension Project to refrain from doing such work via change order or other method permitted by the construction contract documents. In the event that Ashland provides notice to Developer on or before July 1, 2016 which instructs Developer to refrain from completing the work described in the bid package portion of the Sewer Plans as sections "6.00 Force Main Line "C" – The Baptist Home P.S." and "7.00 The Baptist Home Pump Station" (the "Baptist Home Work"), Developer shall instruct the contractor which shall have been awarded the contract for construction of the Sewer Extension Project to refrain from doing such work via change order or other method permitted by the construction contract documents. Should refraining from performing the Airport Work or the Baptist Home Work or both the Airport Work and the Baptist Home Work result in a decrease in the actual cost of the Sewer Extension Project, Ashland and Developer shall share in the savings in the same proportion as each party is obligated by this Development Agreement with respect to paying Sewer Extension Project costs. In other words, regardless of whether the Airport Work or the Baptist Home Work is completed, Ashland will pay 71% and Developer will pay 29% of the actual costs of the Sewer Extension Project.

#### **8. Connection Fee Waiver:**

- a. Ashland, in consideration of Developer paying the cost of extending Ashland's sewer system to serve the Developer Property, will assign to Developer the Connection Fee Waiver.
- b. The Connection Fee Waiver in whole or in any number or parts and on any number of occasions may be transferred to others and may be used for any property that is served by Ashland's sewer collection system and wastewater treatment plant.
- c. The methods and procedures associated with the transfer or assignment of all or any part of the Connection Fee Waiver shall be subject to rules and regulations established by Ashland's Board of Aldermen. These rules and regulations shall include a system of tracking ownership of the Connection Fee Waiver, but shall not prohibit Developer's ability to freely transfer or assign its rights under the Connection Fee Waiver.
- d. The Connection Fee Waiver will not have an expiration date and will be honored so long as there remains Connection Fee Credit. For example, if Developer first exercised its right to pay a Connection Fee with Connection Fee Credit on 1/1/2020 and the amount was \$100,000 and the CFW Index was 1.1, the Connection Fee Credit remaining on 1/2/2020 would be \$287,035 ( $\$351,850 * 1.1 - \$100,000$ ). If on 1/1/2021 Developer again exercised its right to pay a Connection Fee with Connection Fee Credit and the amount was \$100,000 and the CFW Index was 1.2, the Connection Fee Credit remaining on 1/2/2021 would be \$222,220 ( $\$351,850 * 1.2 - \$100,000 - \$100,000$ ).
- e. Connection Fee Credit may be used to pay all or part of the current or future Connection Fee for land uses other than single family residences.

**9. Reserve Capacity:**

a. In further consideration of Developer performing its obligations under this Development Agreement, Ashland agrees to reserve 50,000 gpd (“Reserved Capacity”) in flow capacity into the Treatment Plant for the use or assignment by Developer. Upon the use or assignment of any of the Reserved Capacity, Developer shall record in the Boone County Records information (“Memorandum of Reserved Capacity”) showing the remaining Reserved Capacity in a form substantially similar to Exhibit C to this Development Agreement. Initially, Ashland will reserve 15,000 gpd in the existing lagoon treatment system for the use or assignment by Developer upon completion of the sewer force main extension.

b. If the estimated amount of sewerage generated by any proposed use of the Developer Property would exceed the remaining Reserved Capacity, so long as Developer will be responsible for the cost of upgrading Ashland’s Treatment Plant to handle the increased flow, Ashland agrees to diligently seek to obtain all necessary permits and approvals for upgrading the Treatment Plant and take all such other reasonable action as may be required to cause such upgrading.

**10. Notices:** Any notice given under this Development Agreement shall be in writing and either hand-delivered or sent by certified or registered U.S. mail to the following:

If to Ashland: Mayor  
109 East Broadway  
Ashland, MO 65010

If to Developer: Hummingbird Properties, LLC  
5875 West Van Horn Tavern Rd.  
Columbia, MO 65203

With copy to: Robert N. Hollis  
Van Matre, Harrison, Hollis, Taylor, and Elliott, P.C.  
1103 E. Broadway  
Columbia, MO 65201

Either party may change the address to which its notices shall be sent by giving notice to the other party. Mailed notice will be considered received two business days after the notice is mailed.

**11. Recording:** Ashland will record this Development Agreement with the Boone County Recorder of Deeds when and if the contingencies listed in Section 3 are satisfied.

**12. Third Party Beneficiaries:** This Development Agreement is solely for the benefit of the parties. There are no third party beneficiaries.

13. **Jurisdiction and Venue:** Any legal action arising out of this Development Agreement shall be brought in the Boone County Circuit Court.

14. **Assignment:** Developer's obligation to construct the Sewer Extension Project shall not be assigned without the express written consent of Ashland.

15. **Binding Effect; Agreement to Run with the Land; Counterparts:** The benefits and obligations of this Development Agreement shall run with the Developer Property and shall be binding on the parties and their successors and assigns. This Development Agreement may be executed in a number of identical counterparts, which when taken together shall constitute one and the same agreement. This Development Agreement may be executed in multiple identical originals, each of which shall be deemed an original.

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IN WITNESS WHEREOF, the parties have executed this agreement to be effective on the day and year first written above.

City of Ashland

Hummingbird Properties, LLC

By: \_\_\_\_\_  
Gene Rhorer, Mayor

By: \_\_\_\_\_, Authorized Agent

Attest:

By: \_\_\_\_\_  
Darla Sapp, City Clerk

State of Missouri     )  
                                  ) ss.  
County of Boone     )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared Gene Rhorer, who, upon his oath and upon being duly sworn, did state, affirm, and acknowledge that he is the mayor of the City of Ashland, Missouri and that he has executed this document on behalf of the City of Ashland as the free act and deed of that City, and that he is duly empowered by the City of Ashland to execute this document on behalf of the City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year written above.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

State of Missouri     )  
                                  ) ss.  
County of Boone     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared \_\_\_\_\_, who upon his oath and upon being duly sworn, did state, affirm, and acknowledge that he is an authorized agent of Hummingbird Properties, LLC, that he executed this document on behalf of Hummingbird Properties, LLC as the free act and deed of the company, that the foregoing is binding in all respects upon the company, and that he is duly empowered to enter into this document on behalf of Hummingbird Properties, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year written above.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Exhibit A

Developer Property

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Exhibit B

Sewer Extension Project

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Exhibit C

Reserved Capacity

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# Council Bill No. 2016-018

## DEVELOPMENT AGREEMENT

This Development Agreement is entered into on this \_\_\_ day of \_\_\_\_\_, 2016 between the City of Ashland, a Missouri fourth class city and The Baptist Home, a Missouri not-for-profit corporation.

Ashland and The Baptist Home agree as follows:

### **1. Definitions:**

The following definitions apply to this Development Agreement:

*Ashland's Engineer* means Allstate Consultants LLC or any other engineer or engineering firm designated by Ashland

*Connection Fee* means the treatment impact fee plus the collection system fee established by the Ashland Board of Aldermen.

*Connection Fee Waiver* means a document issued by Ashland assigning the right to connect a single family residence to Ashland's sewer system without paying a Residential Connection Fee.

*Residential Connection Fee* means the residential treatment impact fee (currently \$800) plus the residential collection system fee (currently \$750).

*The Baptist Home Property* means the land described on Exhibit A, which is attached to and made a part of this Development Agreement.

*The Baptist Home Sewer Extension Project* means the extension of Ashland's sewer lines to serve The Baptist Home Property as shown on Exhibit B, which is attached to and made a part of this Development Agreement.

### **2. Recital of Relevant Facts:**

This Development Agreement is entered into in view of the following facts:

a. On August 5, 2014, the voters of Ashland approved, by a vote of 487 to 151, a waterworks and sewerage system revenue bond issue in the amount of \$7,000,000 to fund sewer system extensions and improvements, including a substantial upgrade to its wastewater treatment facility.

b. Ashland wishes to fund sewer system extensions and improvements by borrowing money under either the Missouri Department of Natural Resources Clean Water State Revolving Fund program or the United States Department of Agriculture Rural Development Water and

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Waste Disposal Loan and Grant program or in combination with other programs yet to be identified.

c. Ashland's 2015 Facilities Plan for its wastewater collection system and treatment facilities has been approved by Ashland's Board of Aldermen and submitted to and approved by the Missouri Department of Natural Resources.

d. Pursuant to the 2015 Facilities Plan, Ashland intends to replace the current lagoon system with a mechanical wastewater treatment plant (the "Treatment Plant"). The capacity of phase 1 of the Treatment Plant is 600,000 gallons per day. The estimated cost of phase 1 is \$5,685,000. Phase 1 is planned to be completed in May, 2018.

e. Ashland plans to extend a Northeast Area force main to serve The Baptist Home property, as shown on Exhibit B.

f. Baptist Home wants Ashland to provide sewer service to the Baptist Property and is willing to fund \$332,700,405.284.12 of the Baptist Home Sewer Extension Project shown on Exhibit B to provide the capacity needed by Baptist Home, subject to the conditions set forth in this Development Agreement.

**3. Contingencies:** The parties' obligations under this Development Agreement are contingent upon the following:

a. The acquisition by Ashland of all easements necessary for construction of the Sewer Extension Project.

b. Ashland securing financing for its share of the cost of the Sewer Extension Project by obtaining a loan from the Missouri Department of Natural Resources or obtaining a loan from the United States Department of Agriculture or selling Ashland waterworks and sewerage system revenue bonds.

c. All necessary permits for construction of the Sewer Extension Project are received from the applicable governmental authorities, including the Missouri Department of Natural Resources and the United States Environmental Protection Agency.

Ashland will notify the Baptist Home when all contingencies have been satisfied. Construction of the Sewer Extension Project shall not begin until these contingencies have been satisfied.

**4. Payment and Construction of the Baptist Home Sewer Extension Project:**

a. Baptist Home will fund by cashiers check to the city, its \$332,700,405.284.12 share of the Baptist Home Sewer Extension Project within 60 calendar days of receiving notice from Ashland that all contingencies set forth in paragraph 3 have been satisfied. The amount of this payment was determined as shown on Exhibit C, which is attached to and made a part of this Development Agreement.

b. The construction of the Baptist Home Extension Project will be done by a contractor selected by the Hummingbird Properties, LLC and approved by Ashland to construct the entire North East Area Sewer Extension Project.

c. Ashland's Engineer shall have access to the Baptist Home Property construction area at all times to insure that the Baptist Home Sewer Extension Project is constructed in accordance with the sewer plans.

**5. Connection Fee Waivers:**

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a. Ashland will assign 42 Connection Fee Waivers to the Baptist Home.

b. The Connection Fee Waivers may be transferred to others and may be used for any property that is served by Ashland's sewer collection system and wastewater treatment plant.

c. The transfer of Connection Fee Waivers shall be subject to rules and regulations established by Ashland's Board of Aldermen. These rules and regulations shall include a system of tracking ownership of Connection Fee Waivers.

d. Connection Fee Waivers will not have an expiration date and will be honored regardless of the amount of the Connection Fee at the time the Connection Fee Waiver is surrendered to Ashland in payment of a Connection Fee.

e. Connection Fee Waivers may be used to pay all or part of the current or future Connection Fee for land uses other than single family residences. Each Connection Fee Waiver will be worth the amount of the Residential Connection Fee in effect at the time the Connection Fee Waiver is used to pay or reduce the Connection Fee for land uses other than single family residences.

**6. Electricity to Pump Station:** The Baptist Home shall, at its expense, cause to be built all electrical lines, disconnects, transformers, drops, meter bases, etc. as required and recommended by the manufacturer for the pump station.

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**7. Future Gravity Sewer:** The Baptist Home shall, at its expense, cause an 18" gravity sewer with 5' diameter manholes to be constructed in the general location shown on Exhibit C. The Baptist Home shall dedicate to Ashland a sewer easement required by City Engineer where this sewer is located and shall also convey ownership of the sewers to Ashland

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**58. Notices:** Any notice given under this Development Agreement shall be in writing and either hand-delivered or sent by certified or registered U.S. mail to the following:

If to Ashland: Mayor  
109 East Broadway

Ashland, MO 65010

If to Baptist Home :

Administrator  
12425 U.S. Highway 63  
Ashland, MO 65010

Either party may change the address to which its notices shall be sent by giving notice to the other party. Mailed notice will be considered received two business days after the notice is mailed.

**69. Third Party Beneficiaries:** This Development Agreement is solely for the benefit of the parties. There are no third party beneficiaries.

**710. Jurisdiction and Venue:** Any legal action arising out of this Development Agreement shall be brought in the Boone County Circuit Court.

**11. Binding Effect; Agreement to Run with the Land:** The benefits and obligations of this Development Agreement shall run with the Baptist Home Property and shall be binding on the parties and their successors and assigns.

**12. Recording:** Ashland will record this Development Agreement with the Boone County Recorder of Deeds when and if the contingencies listed in Section 3 are satisfied.

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IN WITNESS WHEREOF, the parties have executed this agreement to be effective on the day and year first written above.

City of Ashland

The Baptist Home

By: \_\_\_\_\_  
Gene Rhorer, Mayor

By: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Darla Sapp, City Clerk

State of Missouri )  
 ) ss.  
County of Boone )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared Gene Rhorer, who, upon his oath and upon being duly sworn, did state, affirm, and acknowledge that he is the mayor of the City of Ashland, Missouri and that he has executed this document on behalf of the City of Ashland as the free act and deed of that City, and that he is duly empowered by the City of Ashland to execute this document on behalf of the City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year written above.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

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State of Missouri )  
 ) ss.  
County of Boone )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared \_\_\_\_\_, who upon his oath and upon being duly sworn, did state, affirm, and acknowledge that he is an authorized agent of the Baptist Home, that he executed this document on behalf of the Baptist Home as the free act and deed of the corporation, that the foregoing is binding in all respects upon the corporation, and that he is duly empowered to enter into this document on behalf of the Baptist Home

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year written above.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Exhibit A

Baptist Home Property

A TRACT OF LAND BEING THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 46 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI, EXCEPT THAT PORTION IN THE SOUTHEAST CORNER AS SHOWN IN THE INSTRUMENT RECORDED IN BOOK 29, PAGE 609, EXCEPT THAT PORTION CONVEYED TO THE BOONE COUNTY NEW SALEM CEMETERY BY DEED RECORDED IN BOOK 479, PAGE 87 AND EXCEPT THAT PORTION THEREOF TAKEN FOR STATE HIGHWAY RIGHT-OF-WAY AND BEING THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 4260 PAGE 161, ALL OF THE BOONE COUNTY RECORDS

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Exhibit B

Sewer Extension Project

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Exhibit C

Project Budget

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