AGREEMENT FOR OUT-OF-TOWN SEWER SERVICE

THIS AGREEMENT is made and entered into this _____ day of _____, 20_____ , by and between Cedar Crest Investment, LLC, a Missouri Limited Liability Company (hereinafter referred to as "Grantee"), and the Village of Leawood, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "Leawood"), and the City of Joplin, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "Grantor"). Grantor's mailing address is 602 S. Main St., Joplin, MO 64801.

WHEREAS, Grantee owns certain real estate (hereinafter referred to as "the Property") located inside the present corporate limits of the Village of Leawood, Missouri, and outside the present corporate limits of Grantor, said real estate being described as follows:

ALL OF LOTS NUMBERED SIXTEEN (16) AND SEVENTEEN (17) IN LEAWOOD HEIGHTS SUBDIVISION IN THE VILLAGE OF LEAWOOD, NEWTON COUNTY, MISSOURI. ACCORDING TO THE PLAT THEREOF.

WHEREAS, Leawood does not have the resources to treat the sewage of and from the property; and

WHEREAS, Grantee and Leawood desire that Grantor treat sewage of and from the property upon the terms, conditions, and considerations hereinafter set forth.

NOW THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Connection to Joplin Public Sewer System. Grantee shall, at its expense, cause its sewage collection system on and from the Property to be connected to the City of Joplin Public Sewer System at such place or places as required by Grantor. Grantee shall, at its expense, obtain any and all necessary easements for connection of its sewage

collection system to the Joplin Public Sewer System. Grantee shall comply with any and all requirements of Ordinance 93-126, attached hereto and incorporated by reference as Exhibit A.

2. Sewage Collection System. Grantee shall, at its expense, provide a sewage collection system on and from the Property, and any City of Joplin Public Sewer System extension required by Grantor, all of which are to be constructed by Grantee in accordance with the following requirements:
    a. Grantee shall submit the plans and specifications for its sewage collection system for review by Grantor. Grantee shall not proceed unless Grantor has approved its plans and specifications.
    b. If Grantee's plans and specifications are approved by Grantor, Grantee shall, at its expense, record with the county recorder of deeds, any and all easements obtained pursuant to paragraph 1 herein. Grantee shall provide Grantor with proof of said recording.
    c. Grantee shall obtain any and all necessary permits for construction of its sewage collection system and connection to the City of Joplin Public Sewer System.
    d. During any and all construction, an engineering firm or engineer registered in Missouri, hereinafter referred to as "engineer," shall inspect and supervise said construction. Engineer shall, upon completion of construction, give approval and recommendation of acceptance of the construction by Grantee with a copy thereof to be given to Grantor. Grantee shall also provide Grantor with drawings of the sewage collection system and connection to the Joplin Public Sewer System as constructed, in the standard format(s) required by Grantor at that time.
    e. Grantee shall obtain any necessary inspections and permits, and pay all necessary fees associated with connecting its sewage collection system to the Joplin Public Sewer System prior to any such connection.
    f. Grantee and Leawood shall comply with the City of Joplin Code of Ordinances at all times.
3. Discharge Requirements. Grantee and Leawood must comply with the discharge requirements of the City of Joplin Code of Ordinances at all times.

4. Maintenance and Repair of the Property's Collection System. Leawood shall, at its expense, maintain and repair the Property's sewage collection system and connection to the City of Joplin Public Sewer System. Maintenance and repair may be performed by Leawood to the reasonable satisfaction of Grantor, or, at the request of Leawood, by Grantor. However, in no event shall Grantor be obligated to perform maintenance or repair. If performed by Grantor, maintenance and repair shall be upon the following terms:
    a. Leawood shall pay Grantor a charge equal to the hourly wage rates multiplied by the hours of work for personal performing the maintenance and repairs, plus 34 percent for supervision and employee fringe benefits. The hourly wage rates are defined as the rates adopted by ordinance by the Joplin City Council for employees of Joplin. In addition, the hourly rate for vehicles and equipment used shall be charged to Leawood, said amount to be separately negotiated upon an annual basis, and such rates shall not exceed those charged for similar equipment in Joplin, and further, the actual cost of materials furnished and services performed by subcontractors of Joplin shall not exceed the amount charged to Joplin for such materials or subcontractor services.
    b. Leawood shall designate a primary and secondary representative to coordinate maintenance and repairs.
5. Rates for Service. Grantee shall be assessed fees for sewer service pursuant to the rates established by Section 118-202 of the City of Joplin Code of Ordinances.
6. Payment Schedule. Grantee and Leawood shall pay Grantor for any fees assessed pursuant to paragraphs 5 or 6 herein within 30 days of invoice.
7. Amendments. The covenants and obligations herein contained are the full and complete terms of this agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this agreement.
8. Binding Effect. This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assignees, and shall be binding in the event of the death or legal disability of the parties.

9. Compliance with Applicable Laws. Grantee and Leawood shall comply with all laws, including state statutes and municipal ordinances.
10. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.
11. Governing Law. It is mutually understood and agreed that this agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.
12. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.
13. Indemnification. Grantee and Leawood hereby assume all risk of, and responsibility for, and agrees to indemnify and save harmless Grantor, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Grantor, its agents or employees, or Grantee, its agents or employees, or Leawood, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this agreement.
14. Severability. The clauses of this agreement are independent and several and should any part or portion of this agreement be adjudicated to be void, this finding shall have no effect upon the remaining body of the agreement, and it shall remain in full force and effect.
15. Waiver. Grantor's rights under this agreement shall not be affected by its prior failure to require the performance by Grante or Leawood, nor shall the waiver by Grantor of a breach of any term hereof constitute a waiver of any succeeding breach of the same or any other term or constitute a waiver of the term itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this agreement.

16. Termination. Grantor may terminate this agreement upon the failure of Grantee or Leawood to comply with the terms of this agreement or any amendments thereto after sixty (60) days notice by Grantor to Grantee or Leawood.
17. Effective Date. This agreement shall be in full force and effect after passage of appropriate ordinances by Leawood and Grantor.

IN WITNESS WHEREOF, this Agreement is executed this _____ day of _____ , 202_____.

CITY OF JOPLIN

_____

BY: Nick Edwards
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

VILLAGE OF LEAWOOD

_____

BY:
ITS:

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

CEDAR CREST INVESTMENT, LLC

_____

Cedar Crest Investment, LLC

By: TJ Gandhi

Its: Managing Member

STATE OF MISSOURI)

) ss.

COUNTY OF JASPER)

Now on this _____day of _____, 2025 before me, a Notary Public, personally appeared TJ Gandhi, to me personally known, who being by me duly sworn did say that he is the Managing Member of Cedar Crest Investment, LLC, a Missouri Limited Liability Company, and that the seal affixed to the forgoing instrument is the seal of said Limited Liability Company and that said instrument was signed and sealed in behalf of said Limited Liability Company by authority of its Members and said TJ Gandhi acknowledged said instrument to be the free act and deed of said Limited Liability Company.

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

_____

Notary Public (Type or Print Name)

My Commission Expires: