

## AGREEMENT FOR SEWER SERVICE

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, by and between JEFFERSON COUNTY PUBLIC SEWER DIST., 4632 Yeager Road, Hillsboro, Missouri 63050 (hereinafter referred to as "Sewer District" and \_\_\_\_\_ hereinafter referred to as "Owner").

WITNESSETH, that

WHEREAS, the Owner is the legal owner of a parcel of property known as \_\_\_\_\_ ' as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ of the Jefferson County records, and hereinafter referred to as the property, and

WHEREAS, the Owner intends to or has previously construct sanitary sewers within the said property to serve the homes and/or mobile homes thereon, and

WHEREAS, the Sewer District has received authorization to serve unincorporated Jefferson County, Missouri as a Reorganized Chapter 204 Sewer District, including the above described tract of land, and has obtained the right to erect and maintain sewer lines and treatment facilities for the watershed and for the disposal of sanitary sewage therefrom;

NOW THEREFORE, in consideration of the mutual covenants and stipulations herein, the parties hereby agree as follows:

### 1) The Sewer District Shall:

- a) Provide for the operation, repair and maintenance of the entire sewage conveyance and disposal system, including the facilities constructed by the Owner and conveyed to the Sewer District, provided, however, that the Sewer District shall not be obligated to maintain any laterals or individual home pumping systems serving any single connection at any time, or the facilities constructed by the Owner until such time as the Sewer District and all governing authorities shall have approved such facilities and an "Acceptance and Dedication Agreement" is signed by both parties, and provided further, that the Owner shall have properly conveyed all facilities to the Sewer District. The responsibility to repair the facilities shall not operate to relieve the Owner's warranty of construction in any manner whatsoever.
  
- b) Provide treatment sufficient for the building units covered hereby and comply with the rules and regulations of the Department of Natural Resources and all other agencies governing such facilities.

## 2) The Owner Shall:

- a) Construct all sanitary sewers located within the property heretofore described to provide the said property with proper sewer service, at Owner's expense, in accordance with the plans and specifications which shall have been approved by the Sewer District and the Missouri Department of Natural Resources. Said construction shall be inspected and supervised by such agencies, departments and the Sewer District, and notice of the progress of such construction is to be given to the Sewer District to maintain adequate inspection. In the event that the Owner shall fail to give proper notice, or shall fail to construct said facilities, or any portion thereof, in accordance with such standards and plans, the Sewer District shall, and is hereby granted the right and authority to, order said construction to stop, and order any deficiency corrected to meet with the approval of such governing authorities and the Sewer District.
- b) Furnish at its expense easements to the Sewer District, 5.0 feet on either side of the centerline of any sanitary sewer lines conveyed by the Owner, plus an easement for any sewer appurtenances, together with the right of ingress and egress to construct, operate and maintain said facilities.
- c) Convey title to all sewer collection lines and sewer appurtenances presently in use and all sewers constructed within the property to the Sewer District and warrant all transfers to be free and clear of encumbrances or mechanic's liens and any defects.
- d) Furnish at its expense a letter report as evidence of ownership of the property, and if the property is encumbered, furnish subordination to this agreement from all secured parties.
- e) Insure that no roof drains, foundation drains, or stormwater from any source be permitted to enter any of the sewer lines or appurtenances thereto. Insure that no materials such as inorganic chemicals, gasoline, oil, lint, or other objectionable material deleterious to the sewage system be permitted to enter the sewage system. In the event that any of the foregoing are introduced into the system, the Sewer District shall have the right to enter the premises of the offending party and to discontinue sewer service.
- f) Furnish reproducible "as-built" engineering drawings for all new sewer utility trunks, laterals, mains, and other appurtenances and plants constructed pursuant to this agreement, within 90 days of completion of construction. If such plans are not furnished, the Sewer District shall have the right to terminate service.

- g) Pay to the Sewer District line extension fees in the amount of \_\_\_\_\_ upon execution of this agreement. Fees shall be due and payable upon connection of the home or structure to the Company's sewers, commencement of service, or upon closing of the property.
- h) Pay to the Sewer District all review charges and inspection fees as follows: Plan Review Fee \$ \_\_\_\_\_; Service Sewer Inspections \$ \_\_\_\_\_; Sanitary Sewer Inspections \$ \_\_\_\_\_. Such fees are due and payable upon execution of this agreement.

**3) The Parties Mutually Agree:**

- a) That no septic tanks or other means of treating or disposing of sewage shall be permitted within the property without the written consent of the Sewer District.
- b) Maintenance charges shall accrue to each user at the rate as approved by the Jefferson County Public Sewer District Board of Trustees. Maintenance charges for each unit shall commence upon the date that such unit shall be connected to the sewer system, and put in service. Service charges shall continue to run with the land until service is terminated by physical disconnection. If not paid within thirty (30) days of due date, charges shall bear a delinquent late charge of ten (10%) percent on the unpaid balance. All unpaid charges of whatever nature including, but not limited to, connection, maintenance, and late fee charges shall become a first lien on the property upon which payment is delinquent. The delinquent owner shall pay all costs of filing, recording, attorney's fees, and late charges in addition to the cost of releasing the lien. Filing a lien shall not preclude service disconnection.
- c) That any and all rights and duties created under this agreement shall run with the land and the Owner's grantees, successors and assigns shall be bound by the provisions of this agreement. A copy of this contract as executed shall be recorded in the Recorder of Deeds Office of Jefferson County to file public notice of this agreement to all purchasers. Upon transfer of title of any portion of the property, the Owner shall give written notice of the date of closing, description of the property and names of the purchasers to the Sewer District at least ten (10) days prior to closing.
- d) The term "Sewer District" contemplates not only JEFFERSON COUNTY PUBLIC SEWER DIST., but also its successors and assigns and any person, engineering firm, corporation, municipality, or other governmental agency taking over the performance of the obligations for which this instrument provides; and the term "Owner", refers to all Owners of said tract of land whether one or more, corporate or individual, and contemplates not only the present Owner or Owners of the property, but also his, its or

their successors, heirs or assigns, who or which may take over the performance of the undertakings and the obligations for which this agreement provides.

- e) That the Sewer District's agents are hereby granted the right to enter the property at all reasonable times for the purpose of inspecting the sewer facilities.
- f) That the Owner shall have no rights, and the Sewer District is under no obligation, unless and until the Owner shall have fully complied with each and every term of this agreement. The right to connect to the Sewer District's facilities, or to have the Sewer District take ownership of sewers and treatment facilities constructed by the Owner, shall exist only upon full and complete performance by the Owner as specified herein.
- g) That the Sewer District shall not assume any maintenance responsibility for the subdivision sewer system until the Owner has completed all the homes in the subdivision and the "Acceptance and Dedication Agreement" is signed. Accordingly, it is the Owner's responsibility to protect the integrity of the sanitary sewer system in its entirety not only during the construction of said sewer system but also during the period after sewer construction is complete and up to the time the final house is occupied. Any backups, blockage, leaks, buried manholes, missing covers or other deficiencies that require remedial work or maintenance during this time shall be the responsibility of the Owner, and any cost for work performed by the Sewer District during this period will be paid for by the Owner.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this Agreement, in the County of Jefferson, State of Missouri, the date and year above set forth.

**JEFFERSON COUNTY PUBLIC SEWER DISTRICT**

(Corporate Seal)

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

Chairman

\_\_\_\_\_

Name Printed

(Corporate Seal)

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

President

Title: \_\_\_\_\_

\_\_\_\_\_

Name Printed

STATE OF MISSOURI            )  
  ) SS.  
COUNTY OF JEFFERSON        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, a Corporation of the State of \_\_\_\_\_, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said 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 first above written.

\_\_\_\_\_  
My term expires:                   Notary Public  
\_\_\_\_\_  
\_\_\_\_\_  
Name Printed

STATE OF MISSOURI            )  
  ) SS.  
COUNTY OF JEFFERSON        )

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