

**SEWER SYSTEM LEASE  
(AMENDED)**

*This is a legally binding contract. If not understood, seek competent advice.*

THIS AMENDED LEASE AND AGREEMENT, made and entered into this \_\_\_ day of March, 2003, by and between Gregory D. Williams and Debra J. Williams, Husband and Wife, hereinafter referred to as LESSOR, and Osage Water Company, A Missouri Corporation, hereinafter referred to as TENANT.

WHEREAS, the parties heretofore entered into a Sewer System Lease on January 1, 2002; and

WHEREAS, in connection with the issuance of a modified operating permit to Osage Water Company for the phase 2 expansion to said sewer system to allow for the addition of Golden Glade Subdivision to said sewer system the Missouri Department of Natural Resources has requested certain modifications and amendments to the original Sewer System Lease; and

WHEREAS, the parties desire to modify and amend said lease to satisfy the requirements of the Missouri Department of Natural Resources.

WITNESSETH THAT for and in consideration of the undertakings and obligations of the parties hereto, it is hereby agreed as follows:

1. LESSOR hereby leases to TENANT a wastewater treatment plant and sewage collection system located on Lessor's property in Section 6, Township 39 North, Range 16 West, Camden County, Missouri, as identified in Missouri State Operating Permit MO-0123170, for a term of Three Years, Ten Months, and Twelve Days, commencing on the 1st day of January, 2002, and ending on the 12 day of October, 2005, upon the terms and conditions herein set forth. The property leased hereunder shall include the sewer system and collection improvements located upon or within Lessor's above described property, or located upon or within easements retained by Lessor within lots located in Golden Glade Subdivision, Golden Glade First Addition, or Golden Glade Second Addition, and which lots have heretofore been conveyed to third parties.

The "wastewater treatment plant" as described herein shall include all real estate, land improvements, concrete tanks, fiberglass tanks, valves, pipes, pumps, coarse aggregate filter beds, chlorination tanks, and other fixtures, equipment or improvements utilized in connection with the wastewater treatment plant and located within the wire mesh and barb wire fence located in the southeast portion of Lessor's property, together with the right of access to and from said wastewater treatment plant across Lessor's property to "Red Barn Road", formerly known as Lake Road KK-33.

The "sewage collection system" described herein shall include all sewage collection pipes, valves, tees, located upon Lessor's property or within easements retained by Lessor

within lots located in Golden Glade Subdivision, Golden Glade First Addition, or Golden Glade Second Addition.

2. TENANT covenants and agrees to pay a monthly rental of Six Hundred Fifty-Two Dollars and Twenty-Five Cents (\$652.25) per month, payable in advance on the First day of each month during the term of the Lease. All rental payments shall be paid to the LESSOR at P.O. Box 431, Sunrise Beach, MO 65079.

3. TENANT covenants to maintain and repair said wastewater treatment plant and sewage collection system in good repair and working condition at all times. TENANT agrees to indemnify and hold LESSOR harmless from any damages, fines, penalties, or other assessments arising from the condition or operability of said wastewater treatment plant and sewage collection system.

4. TENANT agrees to pay any increase in the taxes assessed on LESSOR'S property attributable solely to the wastewater treatment plant and sewage collection system promptly upon presentation of a statement therefor by LESSOR accompanied by the assessment therefor by the Camden County Assessor's Office.

5. TENANT shall maintain insurance on the premises for the maximum insurable value thereof.

6. TENANT shall not assign this Lease or sublease said premises or rent said premises or any portion thereof to another person without prior written consent of the LESSOR.

7. TENANT shall pay all utilities for said premises when due.

8. LESSOR shall put TENANT in possession of said premises on the first day of the term hereof, and will permit said TENANT to quietly and peaceably hold, occupy and enjoy said premises during the term hereof without interference by the LESSOR, provided that TENANT observes and performs the covenants and agreements herein made by him, and provided further that LESSOR or LESSOR'S agent shall be entitled and shall have the right at all reasonable times to inspect said premises for any damage or destruction or to determine whether or not TENANT is performing and observing the covenants and agreements herein contained. TENANT shall have control of and authority to operate the wastewater treatment plant and the sewage collection system, and shall be solely responsible for all operating decisions concerning said wastewater treatment plant and sewage collection system.

9. ASSIGNMENT OF REVENUES. Tenant does hereby grant to LESSOR a security interest in all sewer usage fees to which Tenant is entitled to under the terms of LESSOR'S Tariff on file with the Missouri Public Service Commission within its KK Service Area to secure payment of the rental due hereunder and the insurance, taxes, maintenance and repair obligations of Tenant under this lease. In the event that Tenant is delinquent in payment of rent for a period of thirty (30) days or more, Lessor may collect said sewer usage fees on behalf of Tenant and apply the same toward the rental, insurance, taxes, maintenance and repair due hereunder, and the balance, if any, shall then be paid over to Tenant or on Tenant's behalf.

10. If TENANT defaults in the payment or the performance of or compliance with any covenants or agreements herein contained, LESSOR shall, without demand, be entitled to possession of said premises, and TENANT shall, upon written demand by LESSOR, quit and surrender said premises to the LESSOR, but the TENANT'S obligation to pay rent for the full term shall not be terminated; provided, however, that TENANT shall be entitled to credit for any rentals thereafter collected by LESSOR for re-renting said premises or any sewer usage fees during any part of the balance of the term hereof, less any expenses in connection therewith. The remedies provided for herein shall be in addition to the other remedies provided for herein or as provided by law.

11. TENANT agrees that if LESSOR enforces any provisions of this Lease through court action, TENANT will pay the LESSOR'S attorney fees and court costs.

IN WITNESS WHEREOF, the parties hereto have executed this Lease and Agreement in duplicate, the day and year first above written.

LESSOR

TENANT

\_\_\_\_\_  
Gregory D. Williams

Osage Water Company

\_\_\_\_\_  
Debra J. Williams

\_\_\_\_\_  
William P. Mitchell, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_