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SEWER EXTENSION AGREEMENT - Developer
Extension Number: S92-003

Missouri Public
Service Commission

AGREEMENT between Capital Utilities, Inc., P.O. Box 7017, 312 Lafayette Street, Jefferson City, Missouri 65102, a Missouri corporation, hereinafter called the "Company" and Ed Storey, Greater Jefferson City Construction, 2916 Foxdale, Quail Valley Lake, Jefferson City, Missouri 65109, hereinafter called the "Developer".

WHEREAS, the Developer has requested the Company to extend or expand its system for the expressed purpose of providing sewer service. This system extension is to be constructed in accordance with the Company's Technical Specifications and will generally be routed as depicted on the attached plan or plat, referred to as Exhibit No. 1 attached hereto, and made a part of this Agreement; and

WHEREAS, the Company is willing to make such an extension upon the terms and conditions hereinafter set forth; and

WHEREAS, the Developer is willing and desires to assist in the installation of such extension and desires to bear the cost thereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Developer hereby applies to the Company for the said extension of its system, and the Company agrees to construct the said extension upon the terms and conditions hereinafter set forth.
2. Upon execution hereof, the Developer shall deposit with the Company the sum of One Hundred Thirty Eight Thousand Two Hundred Eighteen and 00/100 DOLLARS (\$138,218.00). Such deposit shall be adjusted, based upon the determination of the actual cost by Company of facilities installed including sewer pipe and appurtenances, property, connection fees, engineering, accounting, and legal expenses plus the cost of obtaining any necessary easements or permits from governmental agencies or other direct costs. If it is necessary to adjust the amount of such deposit, in accordance with the terms of this paragraph, a supplemental memorandum will be prepared setting forth the actual costs and shall be attached hereto and made a part hereof.

Respondent Exhibit No. 28
Case No(s). WC-2007-0303
Date 10-29-07 Rptr psa

AMO EXHIBIT 28

3. The amount required for deposit may be reduced by the construction cost provided by the Developer and accepted by the Company. This may only apply in the specific case where the Developer will be the construction contractor. Such construction cost shall be attached hereto and made a part hereof.
4. The Company will use its best efforts to commence and carry to completion as soon as possible the installation of said extension, having in mind, however, delays which may be occasioned by weather, acts of God, strikes, or other matters not within its control.
5. It is further mutually understood and agreed that the collecting sewers and appurtenances within the limits of the street, avenues, roads or easement areas, whether or not attached to or serving customers but constructed as part of the extension shall be and remain the property of the Company, its successors and any collecting sewers installed by it pursuant to the terms of this Agreement in or to other lands, streets, or easements without incurring any liability to the Applicant(s) whatsoever.
6. Developer will, upon the request of the Company, grant to it an exclusive and irrevocable easement, at no cost to Company, for the installation, maintenance, operation, repair and replacement of said extension and appurtenances within the limits of any existing or proposed street, roadway, or easement area, together with right of ingress and egress thereto, in form satisfactory to the Company and duly executed and acknowledge in proper form for record. The Company shall also have the right to additional easement area over property owned by the Developer for the purpose of future extension of system to provide service to adjacent property.
7. It is further understood and agreed by and between the parties hereto that the Company's agreement to construct the said extension is subject to the Company obtaining all necessary consents, orders, permits, easements, and approvals of public officers or public bodies having jurisdiction over or lawful interest in any of the subject matters herein. In the event that the Company, after prompt application and diligent effort, is unable to obtain any necessary consent, order, permit, easement, or approval as aforesaid, or in the event that the Company is enjoined or prevented by lawful action of any such public officer or official body from constructing the said extension, the Company shall have no obligation to the Developer to proceed with the installation until such time as the aforesaid

lawful action shall be resolved.

8. It is agreed by Developer that he will not build at any time hereafter on, in or over the said easement any structure, the construction or presence of which will endanger or render ineffective or difficult the access to collecting sewers or appurtenances of the Company, or lay other pipes or conduits within two (2) feet, measured horizontally or ten (10) feet for water main, measured horizontally, from the said collecting sewers except pipes crossing same at right angles in which latter case a minimum distance of eighteen (18) inches shall be maintained between the pipes. No excavation or blasting shall be carried on which in any way endangers the said collecting sewers. Provided, however, that should the Developer wish to do so, he may at his own expense provide a new location acceptable to the Company for the said collecting sewers and the Company will then move said collecting sewers and appurtenances to said new location, and the whole cost of such moving and altering and any expenses incident thereto, shall be borne by the Developer. It is further understood and agreed that in case of any damage by Developer or caused by neglect of Developer to the collecting sewers or their appurtenances, connection therewith, these facilities will be repaired and brought to proper grade by the Company or Company's contractor at Developer's expense.
9. It is further mutually understood and agreed by and between the parties hereto that this Agreement is subject to all the requirements of the Company's Rules and Regulations Governing Rendering of Sewer Service currently on file with the Missouri Public Service Commission be they expressed herein or not. It is specifically noted that the Company's definition of a sewer system "extension" may refer to either continuation of piping from existing Company owned collecting sewer or the construction of an entirely new wastewater collection/treatment system.
10. The Company reserves the right to withdraw this proposal at any time before it has been accepted by the Developer. In the event it is not accepted and the payment for the sewer system extension is not in the possession of the Company within sixty (60) days from the date this Agreement is transmitted to the Developer, this proposal will be null and void.

IN WITNESS WHEREOF, the parties hereto have agreed to the above conditions as indicated by their signatures affixed below on this 14th day of July, 1992.

COMPANY

ATTEST:

Carol J. Allen

Milton E. Leeds
Milton E. Leeds
President

DEVELOPER

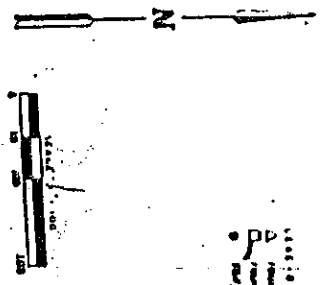
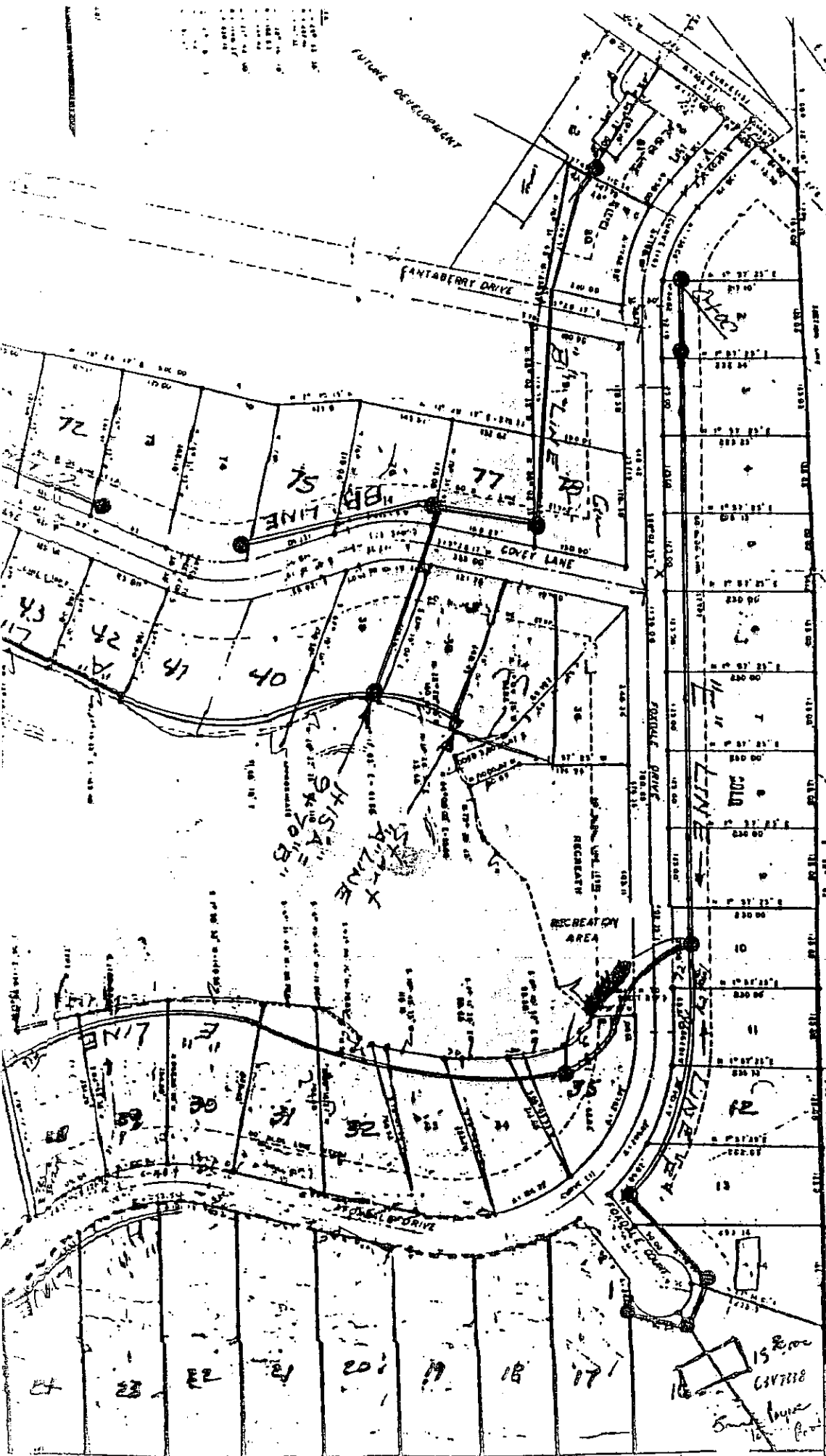
ATTEST:

Lee Ann Taylor

Ed Storey
Ed Storey
Greater Jefferson City Construction

JAIL VALLEY LAKE

SEC 29 & SEC 30
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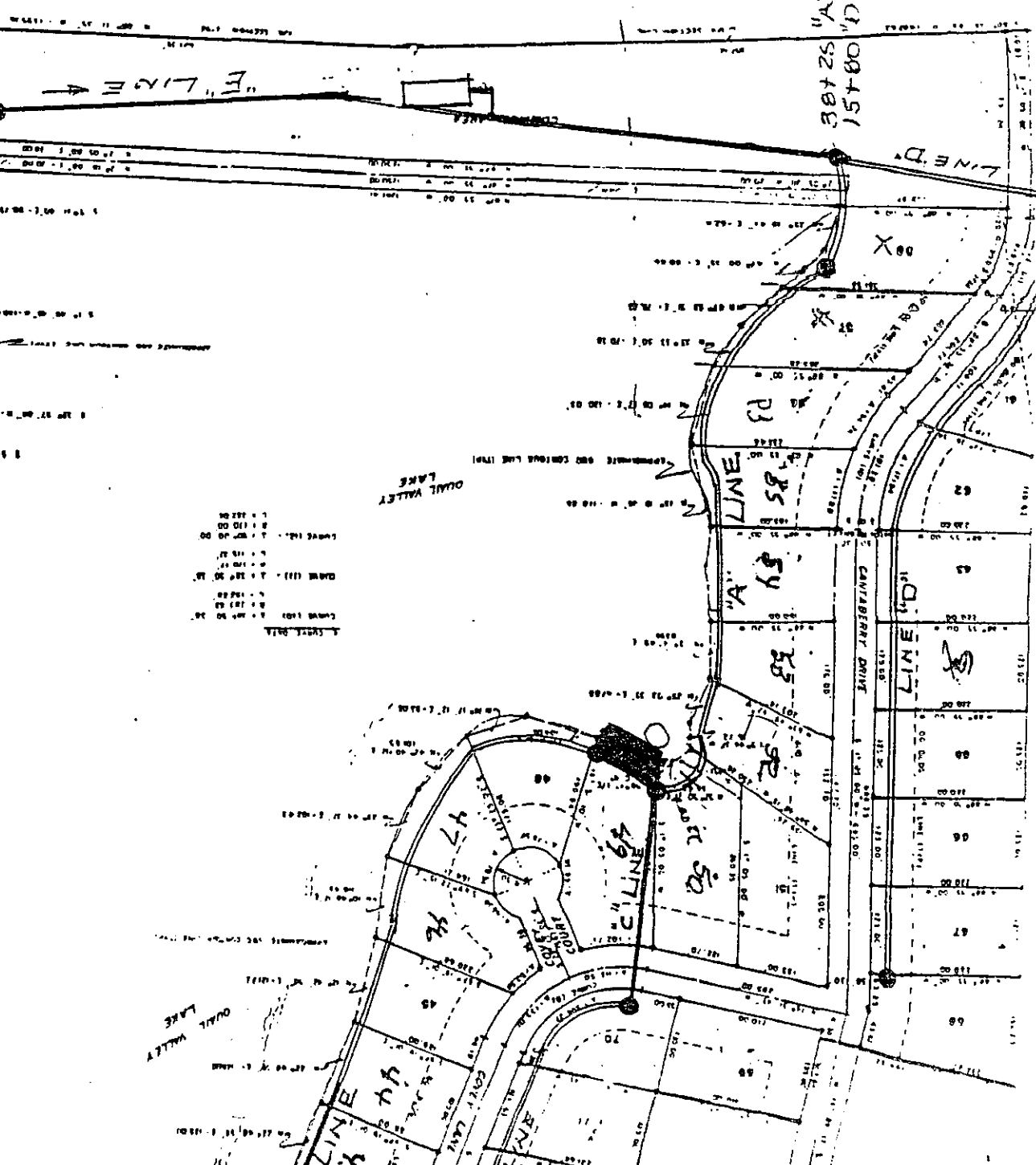
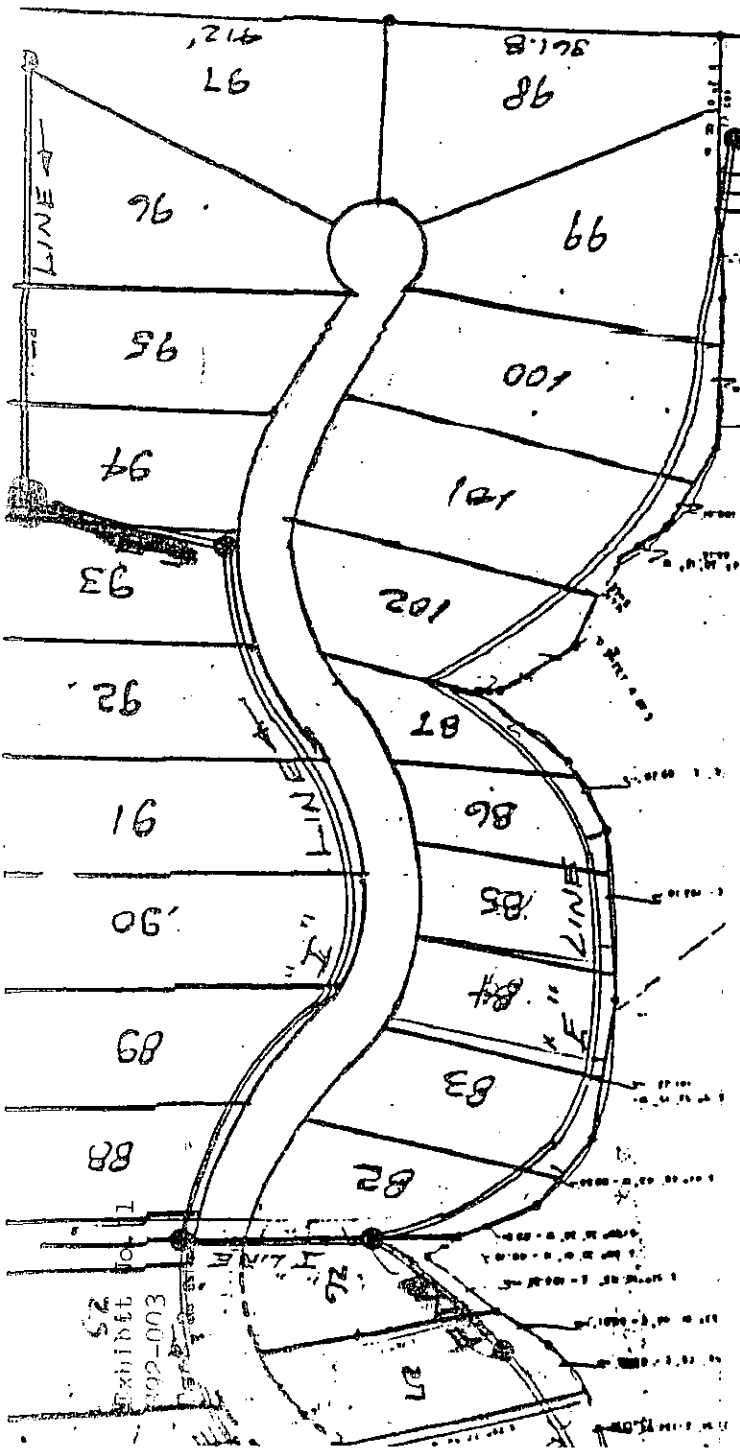


Exhibit to
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SPECIAL DATA
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