

AGREEMENT BETWEEN ILPOA AND CRUOC

This Agreement by and between Indian Lake Property Owners Association, Inc. ("ILPOA") and Confluence Rivers Utility Operating Company, Inc. ("CRUOC") (collectively "the Parties"), effective as of August 21st, 2023 (the "Effective Date") replaces and supersedes all prior agreements between the Parties and their predecessors regarding the matters contained herein. Accordingly, the Parties hereby agree as follows:

ROADS, Including Road Shoulders and Associated Drainage Ditches

1. CRUOC will make every effort during its maintenance, servicing, upgrades and/or replacement of the water utility systems within the Indian Hills Lake community to limit the disturbance of the ILPOA roads when needing to make repairs to its water distribution system. In the event any roads must be disturbed, CRUOC will make every reasonable effort to perform any and all work in a prompt and efficient manner to minimize further damage to roads, road shoulders, drainage ditches and adjoining property and to ensure the roads are restored to the same condition as before the repairs were commenced.
2. Before any excavation begins in the roadway, CRUOC shall provide proper traffic signs to warn motorists of the work underway. CRUOC shall strive to minimize any traffic disruption during the completion of the repair. If the excavation area must be left open overnight, CRUOC shall provide reflective warning signs and barricades to delineate the open excavation. CRUOC shall not leave any equipment at an individual excavation area for more than twenty-four (24) hours without notice to the Roads & Maintenance Chair (hereinafter referred to as R&M Chair) via notification to the ILPOA office.
3. CRUOC shall fill the excavated area of the road in accordance with the specifications included in the diagram attached as **Appendix A**, repair it to original condition, or match any future paving specifications of adjacent asphalt built by Indian Hills, so as to provide the proper pipe bedding material and aggregate backfill to adequately cover and protect the pipe and to return the road surface to the substantially similar or better condition than existed prior to such work being performed. Upon completion of the work and the road repair, CRUOC shall notify the R&M Chair, via notification sent to the ILPOA office, that all work has been performed in accordance with the requirements contained in this Agreement. All excavated materials shall be removed from ILPOA property within two (2) business days of completing a repair.
4. CRUOC shall give the R&M Chair, or an R&M employee, the opportunity, when requested, to monitor and inspect a road repair to ensure compliance with this Agreement.
5. CRUOC shall have a twenty-eight-day period in which to provide and install the final lift of cold mix asphalt for the area of the road affected by a system repair. During this time period, CRUOC shall monitor the aggregate backfill for any possible settlement, and if required or notified by the R&M Chair, will place and compact additional aggregate to bring the surface to its original level.
6. CRUOC agrees to have ILPOA maintenance or a subcontractor complete all road work and reimburse ILPOA for the expense. CRUOC will notify ILPOA of any repair work needed via weekly updates on leaks to ensure ILPOA maintenance has all necessary information to complete road repair work.

7. If CRUOC fails to complete any road repairs as outlined in this Agreement, the R&M Chair shall notify CRUOC of the discrepancy in writing within three (3) calendar days of discovering the alleged discrepancy or a maximum of fifteen (15) calendar days from when the repair was completed. CRUOC shall have fifteen (15) business days, or such other reasonable period of time, to correct the alleged discrepancy after receiving such notification. If CRUOC disagrees with the R&M Chair regarding the condition of the road repair or any other alleged discrepancy CRUOC may appeal the alleged discrepancy, in writing, to the ILPOA Board of Directors (“BOD”) within ten (10) calendar days of the initial notification by the R&M Chair. CRUOC will present its appeal at the next regularly scheduled BOD meeting. If CRUOC does not agree with the decision of the BOD, it shall have the right to instigate the dispute resolution provision set forth below.

GENERAL

This Agreement expires three (3) years from the Effective Date and must be renegotiated upon expiration. In the interim period, this document can only be modified by a vote of the ILPOA Board of Directors and the additional written consent of CRUOC.

NOTICES

To ILPOA Office:

17 Indian Hills Dr; Cuba, MO 65453;
573-885-3630

To CRUOC:

1630 Des Peres R d . , S u i t e 140,
Des Peres, MO 6 3 131

This Agreement constitutes the full and complete understanding and agreement of the Parties regarding the matters contained herein and supersedes all prior agreements regarding those matters.

This Agreement shall be construed in accordance with and be governed by the laws of the State of Missouri. Any dispute that arises out of this Agreement shall be brought in the Circuit Court of Crawford County, Missouri, and the prevailing party in any dispute that arises out of this Agreement shall be entitled to recover its reasonable attorneys’ fees in addition to any other remedies available to such party.

**INDIAN HILLS PROPERTY OWNERS
ASSOCIATION**

**CONFLUENCE RIVERS UTILITY
OPERATING COMPANY, INC.**

Joseph Q Mischik

ILPOA Treasurer

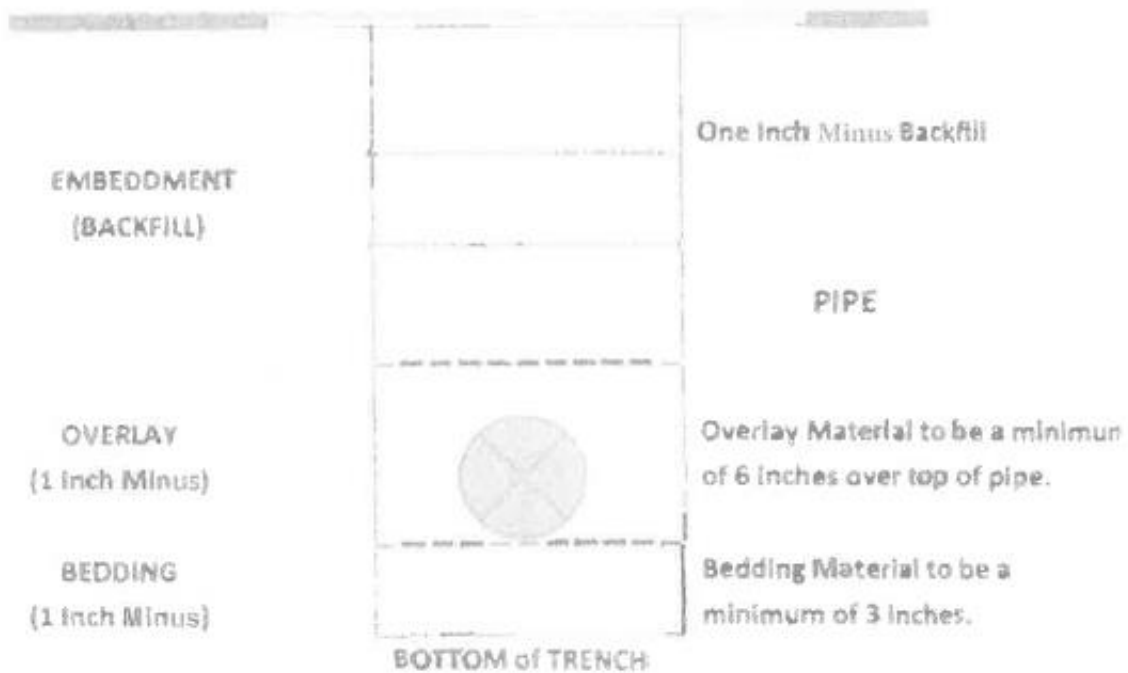


ROAD REPAIR REQUIREMENTS - AMENDED

If pavement exists, IHUOC shall "saw cut" existing pavement approximately 1 foot either side of Trench and place "Cold Mix Asphalt" over the backfill and work asphalt into place.

EXISTING ASPHALT
PAVEMENT

NEW COLD
MIX ASPHALT



EMBEDDMENT:
1 Inch Minus by IHUOC

BACKFILL:
1 Inch Minus by IHUOC

PAVEMENT REPLACEMENT:

"Cold Mix Asphalt" to be placed by ILPOA or other party designated by IHUOC after IHUOC has made repairs and backfilled trench. ILPOA or other party designated by IHUOC shall perform this task no earlier than ONE Week after trench has been backfilled. If work is performed by ILPOA, IHUOC shall reimburse ILPOA for this work.