

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT (“Agreement”) is entered into this ___ day of _____, 2025, by and between the City of Republic, Missouri, a municipal corporation and Charter City located in Greene County, Missouri (“City”), and MM Land Holdings, LLC, a Missouri limited liability company, with a principal office at 4105 West Sunshine, Suite G, Springfield, Missouri 65802 (“Developer”). City and Developer are sometimes referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located at 1192 South State Highway MM, Republic, Missouri, comprising approximately 3.8 acres and more particularly described in **Exhibit A** attached hereto (the “Property”); and

WHEREAS, Developer wishes and intends to operate a lawn and landscaping services business on the Property, subject to the City’s commercial construction codes and development review processes, and subject to all applicable laws, regulations, and permits; and

WHEREAS, the Property is zoned M-2 (Heavy Manufacturing) and is currently served by an existing residential well and septic system; and

WHEREAS, the City desires to allow interim utilization of the existing residential well and septic system, subject to Greene County Environmental Services approval and other partner agency approvals, until such time as City water and sewer services are available in proximity to the Property; and

WHEREAS, the Parties desire to establish by agreement the terms and conditions governing such interim use, as well as Developer’s obligations to connect to City utilities when available.

NOW, THEREFORE, the Recitals set forth above are incorporated into and made a part of this Agreement, and in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1. Authority to Contract: Developer represents and warrants that it is the lawful owner of the Property and has full power and authority to enter into and perform this Agreement.
2. Authorized Land Use:
 - a. Authorized use of the Property under this Agreement is limited solely to operation of a lawn and landscaping services business as described in the Recitals and throughout this Agreement.
 - b. Developer is not authorized to construct improvements inconsistent with the terms of this Agreement or applicable laws, regulations, and permits.
 - c. Residential structure(s) on may be used for Commercial Use, upon approved Change of Use and Commercial Building Permit issued by the City. Structure(s) may remain connected to Residential Well an Septic, if permissible by Greene County, Missouri.
 - d. This Agreement is non-transferable and shall not extend to any other use, occupant, or successor owner or occupant of the Property.
3. Interim Utility Use:
 - a. Authorization: Developer may utilize the existing residential well and septic system solely as an interim condition to serve the commercial shop building and related business facilities, subject to the review and approval of Greene County Environmental Services and all other applicable regulatory agencies.
 - b. Conditions: Developer shall comply with all applicable permit and regulatory requirements. The interim use shall terminate upon connection to City utilities as set forth below.
4. Connection to City Water and Sewer:
 - a. Trigger: When City water and sewer services become available contained within Utility easements adjacent to State Highway MM ROW and/or contained within a Utility Easement located adjacent to the boundary line of an adjacent property, as determined by the City in its sole discretion, Developer shall connect the Property to such services.
 - b. Obligations:

- i. Developer shall obtain and be responsible for the costs of engineering, plans, design, permitting, and construction of the necessary mains, laterals, and all related improvements to connect and extend water and sewer service to the Property, once available.
- ii. Developer's Plans shall be submitted through the City's Infrastructure Permitting Process and are subject to review and approval or rejection.
- iii. Developer shall fully decommission the existing well and septic system in accordance with all applicable laws, regulations, and permitting requirements during the connection process.
- c. Timeline: Developer shall complete the connection within twelve (12) months of written notice from the City that services are available.

5. Access and Transportation:

- a. Access to the Property shall be from the existing driveway connection to State Highway MM.
- b. No additional driveway or access point to State Highway MM shall be permitted.
- c. Developer acknowledges that the Missouri Department of Transportation ("MoDOT") may require upgrades to convert the access from residential to commercial use, and Developer shall be solely responsible for securing all permits and performing such improvements.

6. City Utility Extension Disclaimer:

- a. Developer acknowledges and agrees that the City currently has no plans to extend water or sewer service to the Property, and the City makes no representations, let alone guarantees, as to potential timing, location, or the hypothetical future availability of water and sewer service connections or extensions north of West Farm Road 144. Developer understands that Utility extensions are development-driven and such will not be undertaken by the City solely to serve the Property, if at all.
- b. Developer acknowledges and understands that if the City creates a water and sewer district or other special district to assist in financing

utility extensions, the Property may be subject to additional connection or impact fees in accordance with City ordinances.

7. Conditions of Use:

- a. The Property shall be used solely for the operation of a lawn and landscaping services business.
- b. The Parties acknowledge that Developer may seek to construct or improve buildings and facilities consistent with operating a lawn and landscaping business, such as, for example, construction of a commercial shop building for storage of materials and equipment, provision of restrooms and water service for employees, small office space, and potentially a future salt dome building.
- c. Developer expressly acknowledges that all construction and improvements will be subject to applicable laws, regulations, and permits, and that Developer shall be responsible for identifying and obtaining all required permits from the City and/or other governmental entities. All buildings constructed on the Property must comply with the City's commercial construction requirements, zoning regulations, building codes, and all other applicable laws.
- d. Developer shall provide necessary easements to the City at no cost as reasonably required for present or future utility installation, maintenance, and extensions. If such easements are later determined by the City to be unnecessary, the City shall vacate them within ninety (90) days of such determination.
- e. Developer further acknowledges that all use of the Property as described in this Agreement is subject to, and will be conditioned on, compliance with the terms of this Agreement.

8. Jurisdiction and Venue: This Agreement shall be governed by the laws of the State of Missouri and venue and forum as to any disputes related to this Agreement shall be Circuit Court of Greene County, Missouri.

9. Liability: Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquated, consequential damages, or attorney fees.

10. Indemnification: Missouri law does not allow a governmental entity to indemnify a private company. The City will not defend, indemnify, or hold

harmless Developer, its officers, agents, successors, assigns, or any other individual or entity, and this Agreement shall not be construed to require any such obligation.

11. Attorney Fees: No attorney fees shall be assessed against the City for any matter related to this Agreement.
12. Independent Parties: The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties. This Agreement shall not be construed as an agreement for the benefit of any third party, including, but not limited to, that this Agreement does not create any employment relationship of any kind, including any between any individual who provides services under this Agreement, and no such individual shall be entitled to wages or employment benefits or compensation of any kind, including any pursuant to any employment law liability theory, such as, but not limited to: the Fair Wage and Labor Standards Act of 1938, and as subsequently amended, all Missouri statutory laws, including Workers' Compensation, or common law.
13. Conflict of Interest: No salaried officer or employee of the City, and no elected official or member of the City Council, shall have a financial interest, direct or indirect, in this Agreement, consistent with § 105.450 *et seq.*, RSMo. and such similar laws to the extent applicable.
14. Discrimination: The Parties shall not unlawfully discriminate against any person in the performance of duties, responsibilities, or obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.
15. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly

exchange executed original counterparts of this Agreement or any amendment. Developer expressly acknowledges that, regardless of the method of delivery of executed documents, the City can only execute such to the extent authorized by law, and regardless of any expressed opinion, representation, writing, or signature, by any individual or entity purporting to act on behalf of the City, execution of the Agreement and any addendum can only be done by the City to the extent authorized by Missouri law, including that the City can only approve such as authorized by its governing body, either directly or through its duly authorized agent of record.

16. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
17. Assignment: As referenced above and through this Agreement, this Agreement is not transferrable and shall not extend to any other occupant of the Property. The Agreement may not be assigned by any Party without the prior written consent of the other. For instance, Developer understands that if Developer wishes to assign operation of the lawn and landscaping business to another company or business entity, that such an assignment is expressly prohibited by this Agreement, and that there is no guarantee that the City will agree to an amendment that would authorize such. Similarly, Developer understands that even if the City contemplated entering an amendment to authorize such, this would be subject to the proposed assignee agreeing in writing to be bound by the conditions of this Agreement, plus all such additional restrictions and conditions as may be agreed upon in writing, and where such amendment(s), if any, must be subject to all applicable laws, including and not limited to those laws which regard agreements with public entities.
18. Public Entity and Officer Immunity and Defenses: In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses with regard to applicable sovereign, governmental, official, or any individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws. The procurement and maintenance of insurance shall not be construed as waiving any such defense otherwise available.

19. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
20. Default and Termination: If Developer fails to timely connect to City utilities as required by this Agreement, or otherwise violates its terms, the City may terminate this Agreement upon written notice. In the event of litigation arising out of this Agreement, if the City is the prevailing party, it shall be entitled to recover its reasonable attorneys' fees and costs.
21. Survival and Binding Effect: This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto. Because this Agreement is expressly non-transferable, it shall automatically terminate upon any transfer of ownership of the Property, unless otherwise expressly approved in writing by the City.
22. Entire Agreement: This Agreement constitutes the entire agreement of the Parties and supersedes all prior discussions or understandings. The Parties expressly acknowledge that neither Party is relying on any representation not contained within this Agreement, and that any amendments to the Agreement must be in writing and signed by both Parties.
23. Cumulative Rights and Waiver: The rights provided by this Agreement are cumulative. Failure by any Party to exercise a right provided by this Agreement shall not be construed as waiving that right. In the event any Party is construed to have waived a right under this Agreement, this by itself shall not be deemed a waiver of any subsequent or other breach or provision.
24. Supplemental Agreements/Additional Actions: The Parties agree to cooperate to execute supplemental agreements and to take such additional actions that may be reasonably necessary or appropriate to give full force and effect to this Agreement.
25. Effective Date: This Agreement shall not be effective unless and until it has been approved by the City Council of the City of Republic, Missouri. This Agreement is contingent upon the City having sufficient funds to perform any obligation herein, and Developer shall have no right of action against City if the City is unable to perform due to lack of funds.

26. Notices: Any notice required by this Agreement shall be in writing and deemed delivered when personally delivered or deposited in U.S. Mail, certified or registered, postage prepaid, addressed as follows:

to the City: City of Republic, Missouri
Attn: City Administrator
213 North Main Street
Republic, Missouri 65738

to Developer: MM Land Holdings, LLC
4105 West Sunshine, Suite G
Springfield, Missouri 65802

IN WITNESS WHEREOF, the Parties have executed this Developer Agreement as of the date first above written.

CITY OF REPUBLIC, MISSOURI

By: _____

Lisa Addington, Acting City Administrator

Attest: _____

Laura Burbridge, City Clerk

Approved as to Form:  10/28/2025
11F90D87116B4F4...

Damon Phillips, Interim City Attorney

MM LAND HOLDINGS, LLC

By: _____

_____, Owner

Exhibit A – Legal Description of Property