

CONSENT AND INDEMNITY AGREEMENT

THIS CONSENT AND INDEMNITY AGREEMENT (this "*Agreement*") is made and entered into this 31st day of August, 2009, by and between LAKE REGION WATER AND SEWER CO., a Missouri corporation ("*Provider*"), and FOUR SEASONS LAKESITES PROPERTY OWNERS ASSOCIATION, INC., a Missouri not-for-profit corporation ("*Owner*").

RECITALS

A. Owner was formed pursuant to the Declaration of Restrictive Covenants dated December 2, 1969, recorded at Book 162 Page 780 in the Office of the Recorder of Deeds of Camden County, Missouri (as amended from time to time, the "*Declaration*") which restricts certain real properties located in Camden County and Miller County, Missouri as more particularly described in the Declaration (the "*Development*").

B. Owner is the owner of, and holds in trust under the terms of the Declaration, certain properties within the Development (collectively, the "*POA Property*").

C. Provider owns certain wastewater facilities, including multiple wastewater lift stations and related pipes and systems located in and on the POA Property (collectively and as the same may change from time to time, the "*Wastewater Systems*").

D. Owner has agreed to consent to Provider's use of the Wastewater Systems subject to Provider's agreement to the terms and provisions set forth in this Consent and Indemnity Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Owner Consent.** Owner hereby consents to Provider's use of the Wastewater Systems and grants to Provider a license to use said Wastewater Systems. Owner hereby further grants to Provider a license to enter upon the POA Property from time to time as shall be reasonably necessary for Provider to access, use, maintain, repair and replace the Wastewater Systems. Owner further agrees, at the sole cost and expense of Provider, to cooperate and undertake the execution of any and all documents, petitions or forms necessary for Provider's use of the Wastewater Systems, provided that such acts do not impose any liability on Owner nor adversely affect any of Owner's property. Owner may revoke the consent and terminate the licenses granted herein at any time, for any reason or for no reason, by giving at least thirty (30) days prior written notice to Provider.

2. **No Consent for Construction.** Provider acknowledges and agrees that the foregoing consent and licenses granted herein shall not be construed as consent for any installation, construction or expansion of any of the Wastewater Systems or any other improvements, fixtures or systems within or on any portion of the POA Property, and that

express consent must be obtained from Owner prior to any and all such installation, construction or expansion.

3. **Provider to Bear Costs of Use.** Provider shall bear any and all costs and expenses attributable to the use, administration and operation of the Wastewater Systems imposed by any applicable governmental or utility governance authority, including all permit fees, operating costs, use fees and taxes.

4. **Indemnity.** Provider hereby agrees to indemnify, defend and hold harmless Owner and its directors, officers, trustees, members, agents, representatives, contractors, employees, lessees, successors and assigns collectively, the "**Indemnified Parties**") from and against all causes of action, damages, losses, matters and claims whatsoever (including court costs and reasonable attorney's fees and expenses) in any matter directly or indirectly related to, based on or arising from (a) the use and/or operation of the Wastewater Systems, (b) any entry by Provider or any of its agents, representatives, contractors, subcontractors, employees, successors or assignees (collectively, the "**Provider Parties**") in or on any of the POA Property, (c) any work or improvements performed, constructed or maintained by Provider on any portion of the POA Property including the Wastewater Systems, and/or (d) the breach by Provider of any of the terms or provisions of this Agreement, except to the extent that such causes of action, damages, losses, matter and claims are the direct result of or are directly caused by the intentional misconduct of any of the applicable Indemnified Parties. Provider reserves the right to defend against any claims brought or actions filed against the Indemnified Parties under the foregoing indemnity.

5. **Integration.** This Agreement and the exhibits hereto constitute the final and complete agreement, and supersede all prior correspondence, memoranda or agreements between the parties relating to the subject matter hereof. This Agreement cannot be changed or modified other than by a written agreement executed by both parties.

6. **Successors and Assigns.** The provisions of this Agreement shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns. Provider shall not assign Provider's interest under this Agreement without Owner's prior written consent.

7. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of Missouri.

8. **Execution of Multiple Counterparts.** This Agreement may be executed by facsimile and in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

10. **Owner Remedies.** In the event of any breach of any provision of this Agreement by Provider which is not cured within thirty (30) days following written notice from Owner, or

such additional period as may be reasonably necessary to cure the same provided Provider commences the cure within the thirty (30) day period and diligently pursues the cure to completion (a "**Provider Default**"), Owner shall have the right to pursue any and all rights or remedies available to Owner at law or in equity.

11. Liens. If any mechanics' or materialmens' liens are filed against the POA Property or any portion thereof based upon any improvements or work performed by Provider or anyone claiming through Provider, Provider shall defend and hold Owner harmless from and against any and all damages, claims and expenses arising there from and Provider, within fifteen (15) days after Provider's receipt of written notice from Owner (or any person in privity of estate with Owner), shall remove or satisfy such lien within said fifteen (15) days by bonding, deposit, payment or otherwise. In the event that Provider does not remove or satisfy a lien within said fifteen (15) day period, Owner shall have the right to do so by posting a bond or undertaking, and Provider agrees to reimburse Owner for any and all reasonable expenses incurred by Owner in connection therewith no later than fifteen (15) days after receipt by Provider of Owner's invoice therefore. Reasonable expenses shall include, but are not limited to, reasonable filing fees, legal fees and disbursements, bond premiums and bond rating premium increases.

IN WITNESS WHEREOF, the parties have entered into this Consent and Indemnity Agreement as of the first date written above.

PROVIDER:

**LAKE REGION WATER AND SEWER
CO.**, a Missouri corporation.

By: _____

Name: John R Summels

Its: Assistant Secretary

OWNER:

**FOUR SEASONS LAKESITES PROPERTY
OWNERS ASSOCIATION, INC.**, a Missouri
not-for-profit corporation

By: _____

Name: NANCY OLSON

Its: President