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OF COUNSEL
RICHARD T. CIOTTONI

February 13, 2001

FILED²

FEB 13 2001

Missouri Public
Service Commission

HAND-DELIVERED

Mr. Dale Hardy Roberts
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

**RE: Missouri-American Water Company and Public Water Supply District No. 2
of St. Charles County - Case No. WO-2001-441**

Dear Mr. Roberts:

Enclosed for filing in the above-referenced proceeding please find an original and eight copies of a Joint Application for Approval of Territorial Agreement. Also enclosed please find our check in the amount of \$400.00 for the filing fee. Please stamp the enclosed extra copy "filed" and return same to me.

If you have any questions concerning this matter, then please do not hesitate to contact me.
Thank you very much for your attention to this matter.

Sincerely,

BRYDON, SWEARENGEN & ENGLAND P.C.

By:


Dean L. Cooper

DLC/rhg

Enclosures

cc: Office of the Public Counsel
General Counsel
Mr. Brent Stewart
Mr. David Abernathy

*Check for \$400 received
and passed on to Jo Ann
French in Internal
Accounting. 2/13/01
nh*

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

FILED³
FEB 13 2001
Missouri Public
Service Commission

In the Matter of the Joint Application of)
Missouri-American Water Company and)
the Public Water Supply District No. 2)
of St. Charles County, Missouri for)
approval of a Territorial Agreement)
Concerning Territory in St. Charles)
County, Missouri.)

Case No. WO- 2001-441

**JOINT APPLICATION FOR APPROVAL OF
TERRITORIAL AGREEMENT**

COME NOW Missouri-American Water Company ("Company" or "MAWC") and the Public Water Supply District No. 2 of St. Charles County, Missouri (the "District") (collectively, the "Joint Applicants"), in accordance with §247.172, RSMo (1994), 4 CSR 240-2.060 (13), and 4 CSR 240-51, and, for their joint application for approval of a territorial agreement, state to the Missouri Public Service Commission ("Commission") as follows:

INTRODUCTION

1. MAWC is a Missouri corporation duly organized and existing under the laws of the State of Missouri with its principal office and place of business located at 535 N. New Ballas Road, St. Louis, Missouri 63141. MAWC provides water service to the public and, accordingly, is a "water corporation" and "public utility" as those terms are defined in section 386.020 (58) and (42), RSMo (Supp. 1999).

2. Marked **Appendix 1**, attached hereto and made a part hereof for all purposes, is a certified copy of MAWC's Certificate of Corporate Good Standing as issued by the Secretary of State of the State of Missouri. MAWC has no pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates.

MAWC has no annual report or assessment fees which are overdue.

3. The District is a public water supply district organized and existing under Chapter 247, RSMo (1994) with its principal office and place of business located at 100 Water Drive, O'Fallon, Missouri 63366. The District currently provides water service at retail and at wholesale to customers located within the District's water service area in and around St. Charles County and Warren County, Missouri. The District is a political subdivision of the State of Missouri and is otherwise not subject to regulation by the Commission. The District has no pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates and has no annual report or assessment fees which are overdue.

4. Communications in regard to this Application should be addressed to:

David Abernathy
Vice-President and Corporate Counsel
Missouri-American Water Company
535 N. New Ballas Road
St. Louis, MO 63141
(314) 991-3404 ext.276

Dean L. Cooper, Attorney
Brydon, Swearingen & England P.C.
312 East Capitol Avenue
P.O. Box 456
Jefferson City, Missouri 65102-0456
(573) 635-7166

Charles Brent Stewart
Stewart & Keevil, L.L.C.
1001 Cherry Street, Suite 302
Columbia, Missouri 65201
(573) 499-0635

JOINT APPLICATION

5. On September 26, 2000, the Joint Applicants executed a water service territorial agreement (the "Agreement") pursuant to Section 247.172 RSMo (1994). A copy of the Agreement

is attached hereto and incorporated herein by reference as **Appendix 2**. By this joint application, MAWC and the District seek approval of the Agreement in accordance with Section 247.172, RSMo (1994).

6. The Agreement specifically designates the mutually agreed to water service areas of the Joint Applicants. As the Agreement only will apply to *new* customers, no existing customers of either the District or the City will have their water service supplier changed by the Agreement.

7. The Agreement will enable the Joint Applicants to avoid wasteful and costly duplication of water utility services within the specified service areas, is consistent with the provisions of Section 247.172, RSMo (1994), and is not, therefore, detrimental to the public interest. In fact, the Agreement is in the public interest because it displaces destructive competition to the benefit of the Joint Applicants' respective ratepayers.

8. The Agreement in no way affects or diminishes the rights and duties of any water supplier not a party to the Agreement to provide service within the boundaries designated in the Agreement.

9. Marked **Appendix 3**, attached hereto and made a part hereof for all purposes, is an illustrative tariff which reflects the change to MAWC's tariffs which would be necessary as a result of the Agreement. Marked **Appendix 4**, attached hereto and made a part hereof for all purposes, is a legal description designating the boundaries under the Agreement.

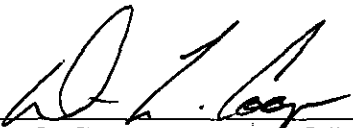
10. Concurrent with this filing, Joint Applicants have submitted a check in the amount of four hundred dollars (\$400.00) pursuant to 4 CSR 2.060(13)(E) and 4 CSR 240-51.

WHEREFORE, MAWC and the District respectfully request that the Commission issue its order:


(A) Approving Joint Applicants' territorial agreement as expeditiously as possible; and,

(B) Granting such further relief as the Commission deems appropriate.

Respectfully submitted,


Dean L. Cooper MBE #36592
BRYDON, SWEARENGEN
& ENGLAND P.C.
312 E. Capitol Avenue
P. O. Box 456
Jefferson City, MO 65102
(573) 635-7166
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dcooper@brydonlaw.com

ATTORNEYS FOR MISSOURI-
AMERICAN WATER COMPANY

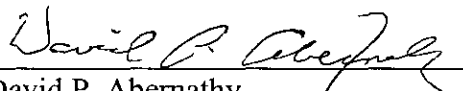

Charles Brent Stewart MBE #34885 *by dlc*
STEWART & KEEVIL, L.L.C.
1001 Cherry Street, Suite 302
Columbia, Missouri 65201
(573) 499-0635
(573) 499-0638 (fax)
Stewart499@aol.com

ATTORNEYS FOR PUBLIC WATER SUPPLY
DISTRICT NO. 2 OF ST. CHARLES COUNTY

AFFIDAVIT

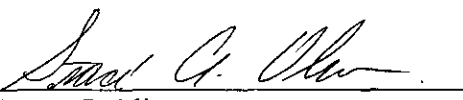
State of Missouri)
) ss
County of St. Louis)

I, David P. Abernathy, having been duly sworn upon my oath, state that I am the Vice President and General Counsel of Missouri-American Water Company, that I am duly authorized to make this affidavit on behalf of Missouri-American Water Company, and that the matters and things stated in the foregoing application and appendices thereto are true and correct to the best of my information, knowledge and belief.



David P. Abernathy

Subscribed and sworn before me this 4th day of January, 2001.



Notary Public

*Staci A. Olsen, Notary Public
County Of St. Louis, State Of Missouri
My Commission Expires March 20, 2001*



AFFIDAVIT

State of Missouri)
) ss
County of St. Charles)

I, Catherine Cobb, having been duly sworn upon my oath, state that I am the President of the Public Water Supply District No. 2 of St. Charles County, Missouri, that I am duly authorized to make this affidavit on behalf of Public Water Supply District No. 2 of St. Charles County, Missouri, that the matters and things stated in the foregoing application and appendices thereto are true and correct to the best my information, knowledge and belief.

Catherine Cobb

Subscribed and sworn before me this 10th day of January, 2000.

KIM CANTRELL
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES: JUNE 20, 2004

Kim Cantrell
Notary Public

No. 00001468

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION

CERTIFICATE OF CORPORATE GOOD STANDING

I, REBECCA McDOWELL COOK, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

MISSOURI-AMERICAN WATER COMPANY

was incorporated under the laws of this State on the 9th day of DECEMBER, 1879, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 7th day of DECEMBER, 2000.

Rebecca McDowell Cook
Secretary of State



TERRITORIAL AGREEMENT

This Agreement made and entered into this 4th day of October, 2000 by and between Public Water Supply District No. 2 of St. Charles County, Missouri (hereinafter the "District") and Missouri-American Water Company (hereinafter the "Company").

Whereas, the District is a political corporation of the State of Missouri located in St. Charles and Warren Counties organized and existing under Sections 247.010 to 247.220 RSMo. for the purpose of providing conveniences in the use of water, ample in quantity for all needful purposes and pure and wholesome in quality, furnished from common sources of supply to many inhabitants of the District now denied such privileges thereby promoting public health and sanitation, and making available conveniences not otherwise possible for the general public welfare; and

Whereas, the Company is a corporation of the State of Missouri and is a water corporation as defined by Chapter 386 RSMo. and is authorized to sell and distribute water subject to regulation by the Missouri Public Service Commission ("PSC"); and

Whereas, the District's and the Company's boundaries are not coequal but do overlap in certain portions of their respective areas; and

Whereas, Section 247.172 RSMo. provides that competition to sell and distribute water, as between and among public water supply districts and water corporations subject to Missouri Public Service Commission jurisdiction may be displaced by written territorial agreements upon approval of the Missouri Public Service Commission; and

Whereas, the District and the Company desire to enter into this Agreement in order to avoid wasteful duplication of facilities, stranded investment and underutilized

system capacity and to allow orderly development, efficient planning for water system expansion and improvement, effective utilization of existing and future system capacity, efficient service and to minimize disputes which may result in higher costs in serving each party's respective inhabitants.

Now, Therefore, in consideration of the mutual covenants, conditions, obligations, promises, restrictions and agreements herein contained, the District and the Company agree as follows:

1. For purposes of this Agreement the following terms shall have the following meaning:

- a. Company: Missouri-American Water Company.
- b. Customer: includes any natural person, firm, association, partnership, business trust, public or private corporation, political subdivision or any agency, board, department or bureau of the State of Missouri or the U.S. Government or any other legal entity which has requested or is receiving water service. Any customer who has requested or is receiving water service at more than one structure shall be a new and different customer at each structure at which water service has been requested.
- c. Customer service lines: includes all water service lines from the water main to the customer.
- d. District: Public Water Supply District No. 2 of St. Charles County, Missouri
- e. Service: shall mean water supply service to a customer.
- f. Structure: shall mean an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus. A "structure" shall include an original structure and any contiguous addition to or expansion thereto and a replacement of a previously existing structure.

2. The District shall have the exclusive right to provide service to all existing and future customers located within its service area as shown on Exhibit A.

3. The Company shall have the exclusive right to provide service to all existing and future customers located within its service area shown on Exhibit B.

4. Neither party may furnish, make available, render or extend service to a structure or customer or for use within the territory of the other party either directly, indirectly or through another entity controlled by the party or controlling the party, in whole or in part, excepting sales to each other.

5. The location of a structure or customer for purposes of this Agreement shall be the geographical location at which service is actually used, regardless of the metering point or point of delivery. The first owner of a new structure who requests and receives service at a structure which is located on or crossed by any mutual boundary line described in Paragraphs 2 and 3 dividing the service territories of the parties shall be permitted to choose either party for permanent service. Thereafter that party shall exclusively serve that structure.

6. The parties may agree on a case-by-case basis by an Addendum hereto to allow a structure to receive service from one party though the structure is located in the service area of the other.

Such Addendum referred to above shall be filed with the Executive Secretary of the Missouri Public Service Commission in the same manner as a motion or other pleading, with a copy submitted to the Office of Public Counsel.

Each Addendum shall consist of a notarized statement identifying the structure, the party to serve the structure and the justification for the Addendum and indicating that the parties support the Addendum.

Each Addendum shall be accompanied by a notarized statement, signed by the customer to be served which acknowledges such customer's receipt of notice of the contemplated service to be provided and that the Addendum represents an exception to the territorial boundaries approved by the Public Service Commission and shall indicate the customer's consent to be served by the Party contemplated by the Addendum.

If the Staff of the Public Service Commission or Office of Public Counsel do not submit a pleading objecting to the Addendum within forty-five (45) days of the filing thereof, the Addendum shall be deemed approved by the aforesaid parties. However, if a pleading in opposition to the Addendum is filed by the above listed parties, the Commission shall schedule an evidentiary hearing at the earliest reasonable opportunity to determine whether the Addendum should be approved. Each Addendum shall contain a statement in bold uppercase typeface indicating that the Staff or Office of Public Counsel has forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.

Each party, pursuant to an executed Addendum, shall have the right to provide temporary service until the Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to an Addendum until the effective date of an Order of the Commission or a court regarding the removal of same.

7 This Agreement shall become effective upon approval by the Missouri Public Service Commission pursuant to Section 247.172 RSMo. The term of this Agreement shall be thirty (30) years. Performance of the parties is contingent upon all of the following having occurred no later than March 1, 2001, unless such condition is

waived, extended or modified by agreement in writing signed by an officer of each party hereto:

a: All required approvals of the Company's Board of Directors or parent corporation.

b: All required approvals of the District's Board of Directors.

c: Approval of the transaction by the Public Service Commission of Missouri.

8. The parties agree to undertake all actions reasonably necessary to implement this Agreement. The parties also agree to share the cost of filing an application for approval of this Agreement, the cost of transcript fees, and other costs. Each party shall bear their own attorney's fees.

9. In the event any controversy or claim by or against either party arises out of this transaction or the subject matter hereof after the effective date of this Agreement, each party shall make available to the other copies of such relevant records as may reasonably be requested pertaining to the controversy or claim.

10. If either party shall default in their performance under this Agreement or in the event of a breach of this Agreement, which default or breach results in the expenditure of attorney's fees to enforce the terms of this Agreement or to recover damages for breach of this Agreement, then the prevailing party shall receive their reasonable and actually incurred attorney's fees and costs in addition to any other damages recovered. In the event of a breach or threatened breach by either party the other party shall be entitled to seek an injunction restraining the breach or threatened breach in addition to any other remedies available at law or in equity.

11. If the Public Service Commission of Missouri does not approve the provisions of this Agreement, then it shall be nullified and of no legal effect between the parties. Further, if any part of this Agreement is declared invalid or void by a Court or agency of competent jurisdiction, then the whole Agreement shall be deemed invalid and void.

12. Neither the boundaries described by this Agreement nor any term of this Agreement may be modified, repealed or changed except by a writing mutually approved by the respective parties and by the Missouri Public Service Commission.

13. This Agreement shall be binding on the parties and all successors, assigns, parent corporations or affiliates of the Company and the District.

14. This Agreement shall in no way affect either party's right to construct such collection, distribution, treatment, storage, pumping, production and transmission facilities within the designated service area of the other as that party deems necessary, appropriate or convenient to provide service to its customers not inconsistent with the terms of this Agreement and as otherwise allowed by law. This Agreement shall in no way affect either party's right to construct, operate, maintain and repair such sanitary sewer collection and sanitary treatment facilities within the designated service area of the other as that party deems necessary, appropriate or convenient to provide sanitary sewer service to its customers as allowed by law.

15. This Agreement constitutes the entire agreement between the parties relating to the allocation of water service rights in the territory described herein.

IN WITNESS WHEREOF, the parties have executed this agreement this 4TH
day of OCTOBER, 2000.

PUBLIC WATER SUPPLY DISTRICT
NO. 2 OF ST. CHARLES COUNTY,
MISSOURI

By: Catherine Cobb
Catherine Cobb, President

ATTEST:

Mike Dougherty
Mike Dougherty, Clerk

MISSOURI-AMERICAN WATER
COMPANY

By: Dennis R. Wingertsahn
Dennis R. Wingertsahn
Vice President - Operations

ATTEST:

Robert D. Maul
Robert D. Maul
Assistant Secretary

STATE OF MISSOURI)
COUNTY OF St. Charles) SS:

On this 4th day of October, 2000, before me appeared **Catherine Cobb** to me personally known, who, being by me duly sworn, did say that she is the President of **Public Water Supply District No. 2 of St. Charles County, Missouri**, and that the seal affixed to the foregoing instrument is the corporate seal of said **District**, and that said instrument was signed and sealed on behalf of said **District**, by authority of its Board of Directors; and said **Catherine Cobb** acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Kim Cantrell
Notary Public

My term expires:

June 20, 2004

KIM CANTRELL
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES: JUNE 20, 2004

STATE OF MISSOURI)
) SS:
COUNTY OF ST. LOUIS)

On this 26th day of September, 2000, before me appeared **Dennis R. Wingertsahn** to me personally known, who, being by me duly sworn, did say that he is the Vice President - Operations of **Missouri-American Water Company**, and that the seal affixed to the foregoing instrument is the corporate seal of said **Company**, and that said instrument was signed and sealed on behalf of said **Company**, by authority of its Board of Directors; and said **Dennis R. Wingertsahn** acknowledged said instrument to be the free act and deed of said **Company**.

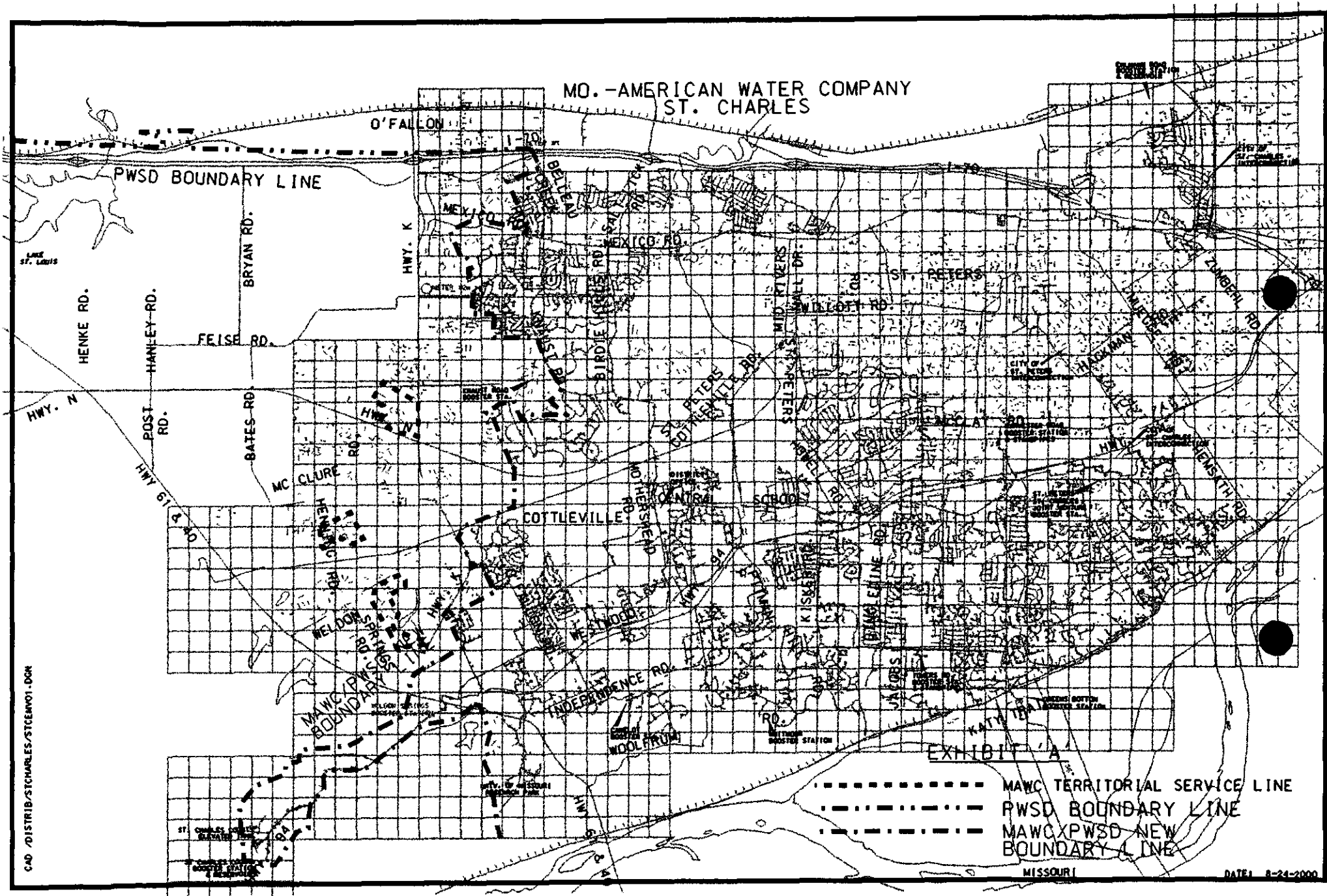
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Staci A. Olsen
Notary Public

My term expires:

Staci A. Olsen, Notary Public
County Of St. Louis, State Of Missouri
My Commission Expires March 20, 2001

MO.-AMERICAN WATER COMPANY ST. CHARLES



MO.-AMERICAN WATER COMPANY
ST. CHARLES

MAWC BOUNDARY LINE

MAWC X PWSD NEW BOUNDARY LINE

EXHIBIT B

MAWC BOUNDARY LINE
RWS D TERRITORIAL SERVICE LINE
MAWC X PWS D NEW BOUNDARY LINE

MISSOURI

DATE: 8-24-2000

MO.-AMERICAN WATER COMPANY
ST. CHARLES

MAWC BOUNDARY LINE

MAWC X PWSD NEW BOUNDARY LINE

EXHIBIT B

MAWC BOUNDARY LINE
RWS D TERRITORIAL SERVICE LINE
MAWC X PWS D NEW BOUNDARY LINE

MISSOURI

DATE: 8-24-2000

MO.-AMERICAN WATER COMPANY
ST. CHARLES

MAWC BOUNDARY LINE

MAWC BOUNDARY LINE
RWS D TERRITORIAL SERVICE LINE
MAWC X PWS D NEW BOUNDARY LINE

EXHIBIT B

MISSOURI

DATE: 8-24-2000

MO.-AMERICAN WATER COMPANY
ST. CHARLES

MAWC BOUNDARY LINE

MAWC BOUNDARY LINE
RWS D TERRITORIAL SERVICE LINE
MAWC X PWS D NEW
BOUNDARY LINE

EXHIBIT B

MISSOURI

DATE: 8-24-2000

MO.-AMERICAN WATER COMPANY
ST. CHARLES

MAWC BOUNDARY LINE

MAWC X PWSD NEW BOUNDARY LINE

EXHIBIT B

MAWC BOUNDARY LINE
RWS D TERRITORIAL SERVICE LINE
MAWC X PWS D NEW BOUNDARY LINE

MISSOURI

DATE: 8-24-2000

MO.-AMERICAN WATER COMPANY
ST. CHARLES

MAWC BOUNDARY LINE

EXHIBIT 'B'

MAWC BOUNDARY LINE
FWSD TERRITORIAL SERVICE LINE
MAWC/FWSD NEW BOUNDARY LINE

MISSOURI

DATE: 8-24-2000

Missouri-American Water Company For City of Brunswick, Mexico, Warrensburg
And Adjacent Areas, and Certificated
Areas in St. Charles and Platte Counties

RULES AND REGULATIONS
GOVERNING RENDERING OF WATER SERVICE
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	Bulk Service	D-5
	Returned Check Charge	D-6

Date of Issue:

Date Effective:

Issued By: David P. Abernathy, Vice-President and General Counsel,
535 N. New Ballas Road, St. Louis, MO 63141

Missouri-American Water Company For City of Brunswick, Mexico, Warrensburg
And Adjacent Areas, and Certificated
Areas in St. Charles and Platte Counties

RULES AND REGULATIONS
GOVERNING RENDERING OF WATER SERVICE
TABLE OF CONTENTS

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Date of Issue:

Date Effective:

Issued By: David P. Abernathy, Vice-President and General Counsel,
535 N. New Ballas Road, St. Louis, MO 63141

Missouri-American Water Company For St. Charles County

TERRITORIAL AGREEMENT

Boundary As Established By
Territorial Agreement Between
Missouri American and Public Water District # 2
And Commission Case No.

MAWC will serve customers located within its certificated area east of the following line:

Description:

Starting from a point at Belleau Creek Road and Interstate 70 heading 900' southeast on and along the centerline of Belleau Creek Road to a point 300' north of the centerline of Belleau Lake Drive. (1300' north of centerline of Schoal Creek) Head 1300' northwest to the centerline of Old Highway 40 and Galaxy. At that point 1100' head southwest on and along the centerline of Old Highway 40. At that point head 4300' southeast along the southwest side of Belleau Lake Estates Subdivision and southwest side of Schrader Farms Subdivision to the centerline of Mexico Road. At that point head 3800' northwest on and along the centerline of Mexico Road to a point 300' west of the centerline of White Oak. From that point head 1300' southwest to the northeast corner of Autumn Chase Subdivision. Head south 4000' along the west side of Legacy Estates and Fawn Meadows Subdivision to the centerline of Laura Hill Road and St. Anthony. From the centerline of St. Anthony's, head 400' east on and along the centerline of Laura Hill Road. At that point head south 1500' on and along the west side of Butternut Stage Subdivision to the southwest corner of Butternut Stage Subdivision. At that point head 1400' east on and along the south side of Butternut Stage and the north side of Hutchings Farms Subdivision (northeast corner of Hutchings Farms Subdivision) Then head 1400' south along the west side of Calumet Ranch and the east side of Hutchings Farms Subdivision. Then head 2800' east along the south side of Calumet Ranch and the north side of Knaust Manor Subdivision to the centerline of Knaust Road and 400' north of the centerline of Lion. At that point head 1000' south along the centerline of Knaust Road to a point 150' south of the centerline of Donnie. Turn and head 600' west from the centerline of Knaust Road at that point head 1900' south to a point 200' north of Avondale. At that

Date of Issue:

Date Effective:

Issued By: David P. Abernathy, Vice-President and General Counsel,
535 N. New Ballas Road, St. Louis, MO 63141

Missouri-American Water Company For St. Charles County

TERRITORIAL AGREEMENT

point head 600' east to the centerline of Knaust Road and follow the centerline of Knaust Road 400' southeast, then head 1900' along the southeast side of Avondale Subdivision at that point 3200' head west along the south side of Avondale and the north side of Highland Trails Subdivision (This would be the southwest corner of Avondale Subdivision). Then head 1500' northwest along the northwest side of Avondale Subdivision to a point of projection of the centerline of Lac Terra, this point is also 250' northeast of the centerline of Dardenne Farms. From this point head southwest 500' (also 250' southwest of centerline of Dardenne Farms) at this point head north 350' from the centerline of Lac Terre. At that point head 1300' southwest along the northwest side of **Dardenne Farms Enclaves Subdivision**. Then head 3400' southeast along the northeast side of Wheatfield Subdivisions and the west side of Dardenne Farms and Meadow Lakes Subdivisions to the centerline of Highway N (This point is also 200' west of the centerline of Meadow Lake). From the centerline of Highway N continue to head 2600' south to the centerline of Dardenne Creek, at that point follow the centerline of Dardenne Creek southwest 3800' to the centerline of Highway K (This point is also 350' north of the centerline of Sports Park Drive). From that point head 2700' south on and along the centerline of Highway K to the centerline of O'Fallon Road. Head 2500' on and along the centerline line of O'Fallon Road to the southwest corner of **Monticello Estates Subdivision** (This point is also 600' south of the centerline of Chelsea Way) Head 3400' southwest on and along the south side of **Monticello Estates Subdivision** to the centerline of Highway K. Head 500' south along the centerline of Highway K to a point 350' south of Carters Grove. Head south 2200' south along the west side of **Monticello Manor Subdivision** to the centerline of Weldon Springs Road. Head 3100' southwest along the centerline of Weldon Springs Road to the centerline of Highway K. Head south 1000' along the centerline of Highway K to the centerline of Highway 40/61.

From that point continue to head 1900' south to a point, then head 4000' southwest to the centerline of Highway D. Follow the centerline of Highway D 2300'. (This point is approximately 5800' east of the centerline of the Entrance to the Conservation Area). Head 700' south from the centerline of Highway D to a point, where you turn and head 1200' southwest to a point, where you turn south for 600'. At this point turn and head east 2000' to the centerline of Highway 94. At that point follow the centerline of Highway 94 northeast 11000' to the intersection of Highway 40/61. Head 4000'

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535 N. New Ballas Road, St. Louis, MO 63141

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southeast of the centerline of Highway 40/61 to a point 350' southwest of the projection of South Drive .At that point head 500' southeast to a point then turn south for 400' to a point 600' northwest of the cul-de-sac of the Missouri Research Park. At that point head 900' southwest to a point. From that point head 6300' south to the north bank of the Missouri River (this point is also 1500' south of the centerline of the Katy Trail and 7000' southwest of the centerline of Highway 40/61. From that point head east to the St. Charles and St. Louis County Line.

Areas West of Boundary Line Serviced by Missouri American

Pursuant to the Territorial Agreement, MAWC will continue to serve the following areas which are west of the Boundary Line:

Deer Creek Crossing and Bates Village

Starting from a point northeast on the northeast side of Deer Creek Crossing and the centerline of Highway K heading 3300' northwest on and along the north side of Deer Creek Crossing and Bates Village. Turn and head 1100' southwest on and along the west side of Bates Village to a point. Then head southeast 800' to a point and head 1100' southeast to the centerline of Highway N and 700' southeast of the centerline of McCluer Road. From that point head 3200' east along the centerline of highway K. then head 1500' north along the centerline of Highway K to the northeast corner of Deer Creek Crossing, approximately 700' south of the centerline of Royal Spring Parkway.

Cheneaux Village

Starting from a point 150' north of the centerline of Cinnamon Tea (this is also the northwest corner of Cheneaux Village). Head 2000' northeast from the centerline of Henning Road to the northeast corner of Cheneaux Village at that point head 2500' southeast to the centerline of Dardenne Creek and follow Dardenne Creek 2800' west to the centerline of Henning Road 1700' to a point 150' north of the centerline of Cinnamon Tea.

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Field Stone Farms

Starting from the centerline of the intersection of Weldon Springs and Brook. At that point head 3100' northeast on and along the north line of Field Stone Farms Subdivision. Head 900' south then 350' southwest, 1200' southeast, 650' southwest, 1100' north, 1000' southwest, 2800' southwest, 1200' southeast to the centerline of Highway K. At that point head 350' southeast on and along the centerline of Highway K to a point 250' southeast of the centerline of Crusher. Then head west 1100' to a point, turn 600' southwest to the centerline of Weldon Springs Road. Follow the centerline of Weldon Springs 4200' northwest to the intersection of Weldon Springs Road and Brook.

Areas East of Boundary Line
Serviced by Public Water District #2

Pursuant to the Territorial Agreement, Public Water District #2 will continue to serve the following areas which are east of the Boundary Line:

Persimmon Woods Golf Course

"All of lots 11, 12, part of 13 of the John D. Coalters Howell Prairie tract and US Survey 1669 Township 46 N Range 3 East S. Charles County Missouri" as further identified in the Extension Agreement recorded at Book 1955, Page 1575 of the Recorder of Deeds St. Charles County, Missouri.

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TERRITORIAL AGREEMENT

MCI World Com and Bender Properties

The MCI World Com Property consists of the following:

PARCEL ONE

The following described property located in the County of St. Charles, State of Missouri:

Lot No. 35 of the Howell Prairie Tract, part of U.S. Survey No. 1669, Township 46 North, Range 3 East, containing 45.15 acres. For a more particular description of said lot, reference is made to the Plat and field notes of the Survey of said Howell Prairie Tract, which are attached to and recorded with a Deed to one Frederick Busch, recorded in Book "H," No. 2, Page 140, of the Recorder's Office of St. Charles County, Missouri.

EXCEPTING THEREFROM THE FOLLOWING TRACTS OF LAND:

TRACT NO. 1, that part acquired by the State of Missouri as set forth in Commissioners Report recorded in Book 455, page 293. An easement for right-of-way for State Highway Route 40TR in St. Charles County, Missouri, (all direct access to the thruway of Route 40TR from the abutting property is herewith prohibited or limited except as herein set out) across the following parcel of land containing 4.94 acres, more or less, of new right-of-way situate in Lot 5 of Howell's Prairie Tract in U.S. Survey 1669, Township 46 North, Range 3 East, St. Charles County, Missouri, described as follows: Being all of defendants' land bounded on the Southeast by defendants' Southeast property line, also being the South line of said Survey 1669; on the Southwest by the existing Northeast right-of-way line of Route 40TR; bounded on the Northwest by defendants' Northwest property line; and bounded on the Northeast by a line described as follows: Beginning at a point on defendants' said Northwest property line being 199.96 feet radial distance Northeast of Station 578+81.41 on the hereinafter described centerline of Route 40TR; thence South 35 degrees 39 minutes 05 seconds East 1195.32 feet to a point being 270 feet perpendicular distance Northeast of centerline Station 590+00; thence parallel to said centerline South 26 degrees 11 minutes 50 seconds East 488.41 feet to a point on defendants' said Southeast property line, being 270 feet perpendicular distance Northeast of centerline Station 594+88.41.

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The centerline of Route 40TR is described as follows: Beginning at Station 577+97.25 on the centerline of Route 40TR, being South 64 degrees 05 minutes 10 seconds West 145.24 feet along the Southwest prolongation of defendants' said Northwest property line from defendants' Northwest property corner; thence Southeast on the arc of a curve to the right having a radius of 1393.87 feet, a distance of 486.93 feet to C.S. Station 582+84.18 on said centerline; thence Southeast on the arc of a spiral curve to the right having a spiral angle of 6 degrees 09 minutes 57 seconds, a distance of 300 feet to centerline S.T. and equation Station 585+84.18 back equals Station 585+86.30 ahead; thence South 26 degrees 11 minutes 50 seconds East 899.36 feet to the Southwest prolongation of defendants' said Southeast property line intersecting said centerline at Station 594+85.66.

TRACT No. 2, that part conveyed to Frederic H. Baumgarth and Catherine M. Baumgarth, his wife, by Deed recorded in Book 705, page 523 of the St. Charles County records. A tract of land being a part of Lot No. 35 of Howell's Prairie Tract as the same is set out on a Plat of Howell's Prairie Tract set out in a deed of Frederic Busch recorded in Book "H," No. 2, Page 140, in the St. Charles County Recorder's Office, being more particularly described as follows: Commencing at the point of intersection of the Southwest corner of Granada Hills Subdivision as the same is set out on a plat thereof recorded in Plat Book 5 Pages 86-87 in the St. Charles County Recorder's Office and the Northwest line of Lot No. 35 of Howell's Prairie Tract as the same is set out in Book "H" No. 2 Page 140; thence Southwestwardly along the Northwest line of said Lot No. 35 to its point of intersection with the East right-of-way line of U.S. Highway No. 40 as said right-of-way was established in State of Missouri ex rel State Highway Commission vs. Florence Meyer, et al., Cause No. 4509, Circuit Court of St. Charles County, Missouri, which is the beginning point of the tract of land herein conveyed; thence Northeast along the Northwest line of said Lot No. 35 a distance of 306 feet to a point; thence Southeast along a line parallel to the East line of said Lot No. 35 a distance of 537 feet to a point; thence Southwest along a line parallel to the Northwest line of said Lot 35 a distance of 204 feet to the East right-of-way line of said Highway No. 40; thence Northwest along said East highway right-of-way line to the place of beginning.

TRACT NO. 3, that part conveyed to Walter Bender, et al., by Deed recorded in Book 705, Page 920 of the St. Charles County records. A tract of land being a part of Lot No. 35 of Howell's Prairie Tract as the same is set out on a Plat of Howell's Prairie Tract

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set out in a deed to Frederick Busch recorded in Book "H" No. 2 Page 140 in the St. Charles County Recorder's Office, being more particularly described as follows: Commencing at the most Northeastern corner of said Lot No. 35; thence Northwestwardly along the Northeast line of said Lot No. 35 a distance of 238 feet to a point; thence Northwestwardly along a line parallel to the Southeast line of said Lot No. 35 a distance of 920 feet, more or less, to the Northeast right-of-way line of U.S. Highway 40-61; thence Southeast along said Highway right-of-way line a distance of 238 feet, more or less, to its point of intersection with the Southeast line of said Lot No. 35, thence Northeast along the Southeast line of said Lot No. 35, 920 feet to the point of beginning, containing 5.026 acres, more or less.

PARCEL TWO

The Walter L. and David C. Bender, Trustees of Unified Credit Trust Created Under Section 3 of the Last Will and Testament of Melba L. Bender and Bender Investment Partners, Inc. as Tenants in Common is as follows:

A tract of land being part of Fractional Section 27, Township 46 North, Range 3 East, St. Charles County, Missouri, and being more particularly described as follows:

Beginning at the Southwest corner of the Southeast Quarter of the Southeast Quarter of above said Section 27; thence North 89 degrees 57' 30" West along the South line of said Section 27 a distance of 1052.26 feet to the Northeasterly line of U.S. Highway 40TR as established in Commissioners Report recorded in Deed Book 455 page 293 of the St. Charles County Records; thence North 28 degrees 15' 08" West along the Northeasterly line of said U.S. Highway 40TR a distance of 221.16 feet to the Southeasterly line of U.S. Survey 1669; thence North 62 degrees 14' 50" East along the Southeasterly line of said U.S. Survey 1669 a distance of 922.37 feet; thence departing the Southeasterly line of said U.S. Survey 1669 South 28 degrees 35' 27" East 711.90 feet to the point of beginning.

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535 N. New Ballas Road, St. Louis, MO 63141

Missouri-American Water Company For St. Charles County

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PARCEL THREE

The Walter L. and David C. Bender as Trustees of the Unified Credit Trust Created Under Section 3 of the Last Will and Testament of Melba L. Bender property is as follows:

A tract of land being part of fractional Section 34, Township 46 North, Range 3 East, St. Charles County, Missouri, and being more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of above said Section 34; thence South 01 degrees 17' 49" West a distance of 1,117.66 feet; thence North 88 degrees 42' 18" West a distance of 340.38 feet to a point on the Northeasterly line of U.S. Highway 40; thence Northwesterly along said Northeasterly line of U.S. Highway 40 a distance of 1,334.23 feet to a point on the North section line of said section 34; thence North 87 degrees 50' 58" west along the North section line of said Section 34 a distance of 1,001.90 to the point of beginning.

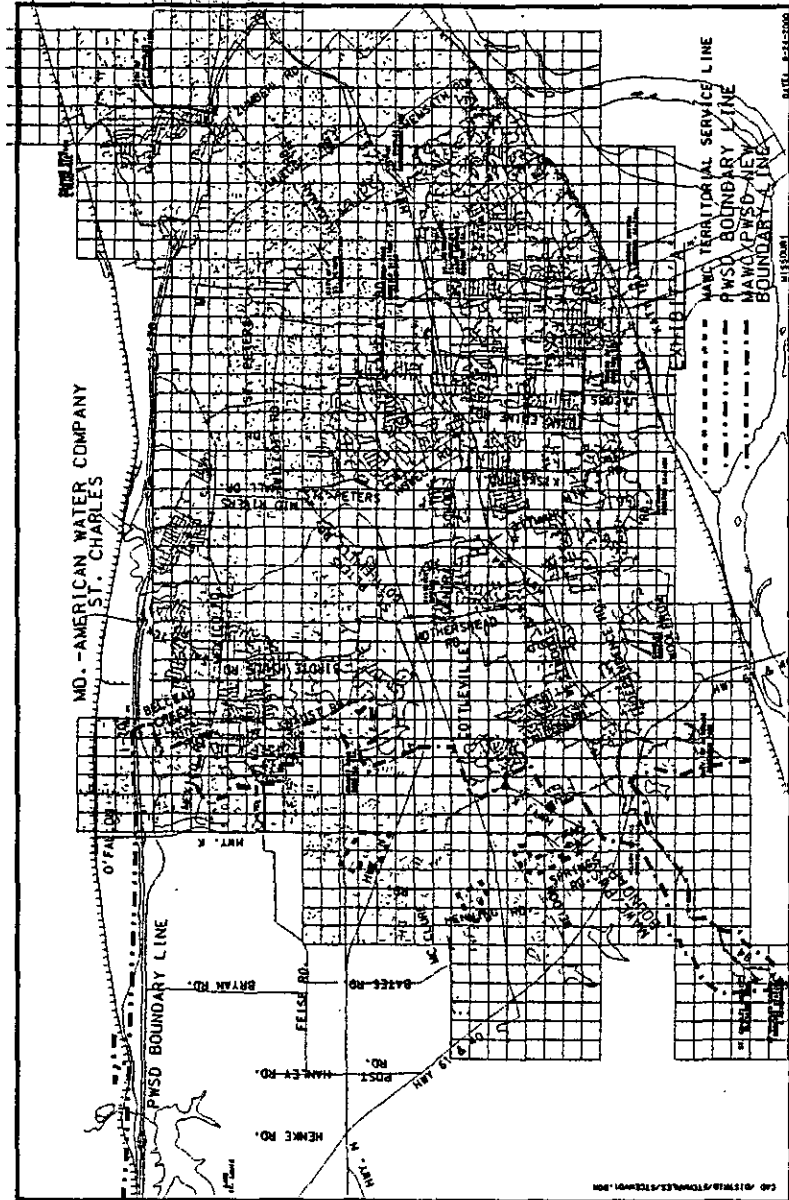
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Issued By: David P. Abernathy, Vice-President and General Counsel,
535 N. New Ballas Road, St. Louis, MO 63141

Missouri-American Water Company For St. Charles County

PWSD NO. 2 SERVICE AREA AS ESTABLISHED BY
TERRITORIAL AGREEMENT

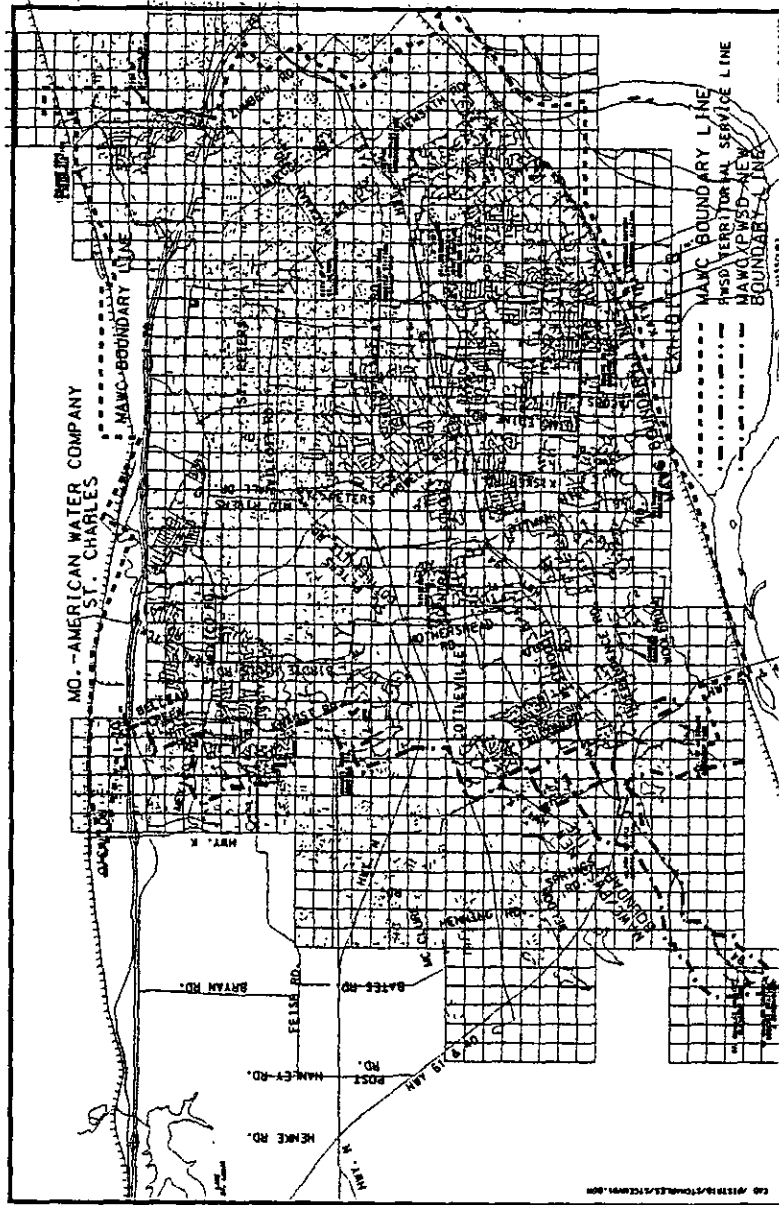


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MAWC SERVICE AREA AS ESTABLISHED BY
TERRITORIAL AGREEMENT

Date of Issue:

Date Effective:

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535 N. New Ballas Road, St. Louis, MO 63141

Boundary As Established By
Territorial Agreement
Between
Missouri American and Public Water District # 2

Description:

Starting from a point at Belleau Creek Road and Interstate 70 heading 900' southeast on and along the centerline of Belleau Creek Road to a point 300' north of the centerline of Belleau Lake Drive. (1300' north of centerline of Schoal Creek) Head 1300' northwest to the centerline of Old Highway 40 and Galaxy. At that point 1100' head southwest on and along the centerline of Old Highway 40. At that point head 4300' southeast along the southwest side of Belleau Lake Estates Subdivision and southwest side of Schrader Farms Subdivision to the centerline of Mexico Road. At that point head 3800' northwest on and along the centerline of Mexico Road to a point 300' west of the centerline of White Oak. From that point head 1300' southwest to the northeast corner of Autumn Chase Subdivision. Head south 4000' along the west side of Legacy Estates and Fawn Meadows Subdivision to the centerline of Laura Hill Road and St. Anthony. From the centerline of St. Anthony 's, head 400' east on and along the centerline of Laura Hill Road. At that point head south 1500' on and along the west side of Butternut Stage Subdivision to the southwest corner of Butternut Stage Subdivision. At that point head 1400' east on and along the south side of Butternut Stage and the north side of Hutchings Farms Subdivision (northeast corner of Hutchings Farms Subdivision) Then head 1400' south along the west side of Calumet Ranch and the east side of Hutchings Farms Subdivision. Then head 2800' east along the south side of Calumet Ranch and the north side of Knaust Manor Subdivision to the centerline of Knaust Road and 400' north of the centerline of Lion. At that point head 1000' south along the centerline of Knaust Road to a point 150' south of the centerline of Donnie. Turn and head 600' west from the centerline of Knaust Road at that point head 1900' south to a point 200' north of Avondale .At that point head 600' east to the centerline of Knaust Road and follow the centerline of Knaust Road 400' southeast, then head 1900' along the southeast side of Avondale Subdivision at that point 3200' head west along the south side of Avondale and the north side of Highland Trails Subdivision (This would be the southwest corner of Avondale Subdivision). Then head 1500' northwest along the northwest side of Avondale Subdivision to a point of projection of the centerline of Lac Terra, this point is also 250' northeast of the centerline of Dardenne Farms. From this point head southwest 500' (also 250' southwest of centerline of Dardenne Farms) at this point head north 350' from the centerline of Lac Terre .At that point head 1300' southwest along the northwest side of **Dardenne Farms Enclaves Subdivision**. Then head 3400' southeast along the northeast side of Wheatfield Subdivisions and the west side of Dardenne Farms and Meadow Lakes Subdivisions to the centerline of Highway N (This point is also 200' west of the centerline of Meadow Lake). From the centerline of Highway N continue to head 2600' south to the centerline of Dardenne Creek, at that point follow the centerline of Dardenne Creek southwest 3800' to the centerline of Highway K (This point is also 350' north of the centerline of Sports Park

Drive). From that point head 2700' south on and along the centerline of Highway K to the centerline of O'Fallon Road. Head 2500' on and along the centerline line of O'Fallon Road to the southwest corner of **Monticello Estates Subdivision** (This point is also 600' south of the centerline of Chelsea Way) Head 3400' southwest on and along the south side of **Monticello Estates Subdivision** to the centerline of Highway K. Head 500' south along the centerline of Highway K to a point 350' south of Carters Grove. Head south 2200' south along the west side of **Monticello Manor Subdivision** to the centerline of Weldon Springs Road. Head 3100' southwest along the centerline of Weldon Springs Road to the centerline of Highway K. Head south 1000' along the centerline of Highway K to the centerline of Highway 40/61.

From that point continue to head 1900' south to a point, then head 4000' southwest to the centerline of Highway D. Follow the centerline of Highway D 2300'. (This point is approximately 5800' east of the centerline of the Entrance to the Conservation Area). Head 700' south from the centerline of Highway D to a point, where you turn and head 1200' southwest to a point, where you turn south for 600'. At this point turn and head east 2000' to the centerline of Highway 94. At that point follow the centerline of Highway 94 northeast 11000' to the intersection of Highway 40/61. Head 4000' southeast of the centerline of Highway 40/61 to a point 350' southwest of the projection of South Drive .At that point head 500' southeast to a point then turn south for 400' to a point 600' northwest of the cul-de-sac of the Missouri Research Park. At that point head 900' southwest to a point. From that point head 6300' south to the north bank of the Missouri River (this point is also 1500' south of the centerline of the Katy Trail and 7000' southwest of the centerline of Highway 40/61. From that point head east to the St. Charles and St. Louis County Line.

Areas West of Boundary Line serviced by Missouri American

Pursuant to the Territorial Agreement, MAWC will continue to serve the following areas which are west of the Boundary Line:

Deer Creek Crossing and Bates Village

Starting from a point northeast on the northeast side of Deer Creek Crossing and the centerline of Highway K heading 3300' northwest on and along the north side of Deer Creek Crossing and Bates Village. Turn and head 1100' southwest on and along the west side of Bates Village to a point. Then head southeast 800' to a point and head 1100' southeast to the centerline of Highway N and 700' southeast of the centerline of McCluer Road. From that point head 3200' east along the centerline of highway K. then head 1500' north along the centerline of Highway K to the northeast corner of Deer Creek Crossing, approximately 700' south of the centerline of Royal Spring Parkway.

Cheneaux Village

Starting from a point 150' north of the centerline of Cinnamon Tea (this is also the northwest corner of Cheneaux Village). Head 2000' northeast from the centerline of Henning Road to the northeast corner of Cheneaux Village at that point head 2500' southeast to the centerline of Dardenne Creek and follow Dardenne Creek 2800' west to the centerline of Henning Road 1700' to a point 150' north of the centerline of Cinnamon Tea.

Field Stone Farms

Starting from the centerline of the intersection of Weldon Springs and Brook. At that point head 3100' northeast on and along the north line of Field Stone Farms Subdivision. Head 900' south then 350' southwest, 1200' southeast, 650' southwest, 1100' north, 1000' southwest, 2800' southwest, 1200' southeast to the centerline of Highway K. At that point head 350' southeast on and along the centerline of Highway K to a point 250' southeast of the centerline of Crusher. Then head west 1100' to a point, turn 600' southwest to the centerline of Weldon Springs Road. Follow the centerline of Weldon Springs 4200' northwest to the intersection of Weldon Springs Road and Brook.

Areas East of Boundary Line
served by Public Water District #2

Pursuant to the Territorial Agreement, Public Water District #2 will continue to serve the following areas which are east of the Boundary Line:

Persimmon Woods Golf Course

“All of lots 11, 12, part of 13 of the John D. Coalters Howell Prairie tract and US Survey 1669 Township 46 N Range 3 East S. Charles County Missouri” as further identified in the Extension Agreement recorded at Book 1955, Page 1575 of the Recorder of Deeds St. Charles County, Missouri.

MCI World Com and Bender Properties

The MCI World Com Property consists of the following:

PARCEL ONE

The following described property located in the County of St. Charles, State of Missouri:

Lot No. 35 of the Howell Prairie Tract, part of U.S. Survey No. 1669, Township 46 North, Range 3 East, containing 45.15 acres. For a more particular description of said lot, reference is made to the Plat and field notes of the Survey of said Howell Prairie Tract, which are attached to and recorded with a Deed to one Frederick Busch, recorded in Book “H,” No. 2, Page 140, of the Recorder’s Office of St. Charles County, Missouri.

EXCEPTING THEREFROM THE FOLLOWING TRACTS OF LAND:

TRACT NO. 1, that part acquired by the State of Missouri as set forth in Commissioners Report recorded in Book 455, page 293. An easement for right-of-way for State Highway Route 40TR in St. Charles County, Missouri, (all direct access to the thruway of Route 40TR from the abutting property is herewith prohibited or limited except as herein set out) across the following parcel of land containing 4.94 acres, more or less, of new right-of-way situate in Lot 5 of Howell’s Prairie Tract in U.S. Survey 1669, Township 46 North, Range 3 East, St. Charles County, Missouri, described as follows: Being all of defendants’ land bounded on the Southeast by defendants’ Southeast property line, also being the South line of said Survey 1669; on the Southwest by the existing Northeast right-of-way line of Route 40TR; bounded on the Northwest by defendants’ Northwest property line; and bounded on the Northeast by a line described as follows: Beginning at a point on defendants’ said Northwest property line being 199.96 feet radial distance Northeast of Station 578+81.41 on the hereinafter described centerline of Route 40TR; thence South 35 degrees 39 minutes 05 seconds East 1195.32 feet to a point being 270 feet perpendicular distance Northeast of centerline Station 590+00; thence parallel to said centerline South 26 degrees

11 minutes 50 seconds East 488.41 feet to a point on defendants' said Southeast property line, being 270 feet perpendicular distance Northeast of centerline Station 594+88.41.

The centerline of Route 40TR is described as follows: Beginning at Station 577+97.25 on the centerline of Route 40TR, being South 64 degrees 05 minutes 10 seconds West 145.24 feet along the Southwest prolongation of defendants' said Northwest property line from defendants' Northwest property corner; thence Southeast on the arc of a curve to the right having a radius of 1393.87 feet, a distance of 486.93 feet to C.S. Station 582+84.18 on said centerline; thence Southeast on the arc of a spiral curve to the right having a spiral angle of 6 degrees 09 minutes 57 seconds, a distance of 300 feet to centerline S.T. and equation Station 585+84.18 back equals Station 585+86.30 ahead; thence South 26 degrees 11 minutes 50 seconds East 899.36 feet to the Southwest prolongation of defendants' said Southeast property line intersecting said centerline at Station 59+85.66.

TRACT No. 2, that part conveyed to Frederic H. Baumgarth and Catherine M. Baumgarth, his wife, by Deed recorded in Book 705, page 523 of the St. Charles County records. A tract of land being a part of Lot No. 35 of Howell's Prairie Tract as the same is set out on a Plat of Howell's Prairie Tract set out in a deed of Frederic Busch recorded in Book "H," No. 2, Page 140, in the St. Charles County Recorder's Office, being more particularly described as follows: Commencing at the point of intersection of the Southwest corner of Granada Hills Subdivision as the same is set out on a plat thereof recorded in Plat Book 5 Page 86-87 in the St. Charles County Recorder's Office and the Northwest line of Lot No. 35 of Howell's Prairie Tract as the same is set out in Book "H" No. 2 Page 140; thence Southwest along the Northwest line of said Lot No. 35 to its point of intersection with the East right-of-way line of U.S. Highway No. 40 as said right-of-way was established in State of Missouri ex rel State Highway Commission vs. Florence Meyer, et al., Cause No. 4509, Circuit Court of St. Charles County, Missouri, which is the beginning point of the tract of land herein conveyed; thence Northeast along the Northwest line of said Lot No. 35 a distance of 306 feet to a point; thence Southeast along a line parallel to the East line of said Lot No. 35 a distance of 537 feet to a point; thence Southwest along a line parallel to the Northwest line of said Lot 35 a distance of 204 feet to the East right-of-way line of said Highway No. 40; thence Northwest along said East highway right-of-way line to the place of beginning.

TRACT NO. 3, that part conveyed to Walter Bender, et al., by Deed recorded in Book 705, Page 920 of the St. Charles County records. A tract of land being a part of Lot No. 35 of Howell's Prairie Tract as the same is set out on a Plat of Howell's Prairie Tract set out in a deed to Frederick Busch recorded in Book "H" No. 2 Page 140 in the St. Charles County Recorder's Office, being more particularly described as follows: Commencing at the most Northeastern corner of said Lot No. 35; thence Northwest along the Northeast line of said Lot No. 35 a distance of 238 feet to a point; thence Northwest along a line parallel to the Southeast line of said Lot No. 35 a distance of 920 feet, more or less, to the Northeast right-of-way line of U.S. Highway 40-61; thence Southeast along said Highway right-of-way line a distance of 238 feet, more or less, to its point of intersection with the

Southeast line of said Lot No. 35, thence Northeast along the Southeast line of said Lot No. 35, 920 feet to the point of beginning, containing 5.026 acres, more or less.

PARCEL TWO

The Walter L. and David C. Bender, Trustees of Unified Credit Trust Created Under Section 3 of the Last Will and Testament of Melba L. Bender and Bender Investment Partners, Inc. as Tenants in Common is as follows:

A tract of land being part of Fractional Section 27, Township 46 North, Range 3 East, St. Charles County, Missouri, and being more particularly described as follows:

Beginning at the Southwest corner of the Southeast Quarter of the Southeast Quarter of above said Section 27; thence North 89 degrees 57' 30" West along the South line of said Section 27 a distance of 1052.26 feet to the Northeasterly line of U.S. Highway 40TR as established in Commissioners Report recorded in Deed Book 455 page 293 of the St. Charles County Records; thence North 28 degrees 15' 08" West along the Northeasterly line of said U.S. Highway 40TR a distance of 221.16 feet to the Southeasterly line of U.S. Survey 1669; thence North 62 degrees 14' 50" East along the Southeasterly line of said U.S. Survey 1669 a distance of 922.37 feet; thence departing the Southeasterly line of said U.S. Survey 1669 South 28 degrees 35' 27" East 711.90 feet to the point of beginning.

PARCEL THREE

The Walter L. and David C. Bender as Trustees of the Unified Credit Trust Created Under Section 3 of the Last Will and Testament of Melba L. Bender property is as follows:

A tract of land being part of fractional Section 34, Township 46 North, Range 3 East, St. Charles County, Missouri, and being more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of above said Section 34; thence South 01 degrees 17' 49" West a distance of 1,117.66 feet; thence North 88 degrees 42' 18" West a distance of 340.38 feet to a point on the Northeasterly line of U.S. Highway 40; thence Northwesterly along said Northeasterly line of U.S. Highway 40 a distance of 1,334.23 feet to a point on the North section line of said section 34; thence North 87 degrees 50' 58" west along the North section line of said Section 34 a distance of 1,001.90 to the point of beginning.