

STEWART & KEEVIL, L.L.C.
ATTORNEYS AT LAW

ORIGINAL

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JEFFREY A. KEEVIL

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COLUMBIA, MISSOURI 65201-7931

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November 9, 2001

FILED³

NOV 09 2001

Missouri Public
Service Commission

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
200 Madison Street, Suite 100
P.O. Box 360
Jefferson City, Missouri 65102

Re: Water Service Area Territorial Agreement
City of Pacific, Missouri and Public Water Supply District No. 3 of Franklin, County,
Missouri

Dear Mr. Roberts:

WO-2002-226

Please find enclosed for filing an original and eight (8) copies of the Joint Application For Approval Of A Water Service Area Territorial Agreement filed on behalf of Joint Applicants City of Pacific, Missouri and Public Water Supply District No. 3 of Franklin County, Missouri. Also please find enclosed the filing fee check in the amount of \$400.00 made payable to the Director of Revenue as required by 4 CSR 240-51.

Copies of this filing have been sent this date to the General Counsel's Office and the Office of the Public Counsel. Thank you.

Sincerely,


Brent Stewart

CBS/bt

Enclosure

cc: General Counsel
Office of the Public Counsel
Mark Piontek
Jonathan L. Downard

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

FILED³
NOV 09 2001

Missouri Public
Service Commission

In the Matter of the Joint Application of)
the City of Pacific, Missouri and Public)
Water Supply District No. 3 of)
Franklin County, Missouri for Approval of)
a Territorial Agreement Concerning Water)
Service Territories in Franklin County,)
Missouri.)

Case No. WO-2002-270

**JOINT APPLICATION FOR APPROVAL OF
A WATER SERVICE AREA TERRITORIAL AGREEMENT**

COME NOW the City of Pacific, Missouri ("City" or "Pacific") and Public Water Supply District No. 3 of Franklin County, Missouri (the "District") (collectively, the "Joint Applicants"), pursuant to Section 247.172 RSMo 2000, 4 CSR 240-2.060 (13), and 4 CSR 240-51, and for their Joint Application For Approval Of A Water Service Area Territorial Agreement, respectfully state as follows:

1. Applicant Pacific is a city of the fourth class organized and existing under Chapter 79 RSMo 2000. Pacific owns and operates a waterworks public utility and provides water service to the public pursuant to Section 91.450 RSMo 2000. Pacific is a political subdivision of the State of Missouri and is otherwise not subject to regulation by the Commission except for purposes of this Joint Application. Pacific's principal office and place of business is located at 300 Hoven, Pacific, Missouri 63039, its telephone number is (636) 271-0500, and its fax number is (636) 257-7017.

2. Applicant District is a public water supply district organized and existing under Chapter 47 RSMo 2000. The District provides water service at retail and at wholesale to customers located within the District's water service area in Franklin County, Missouri. The

District is a political subdivision of the State of Missouri and is otherwise not regulated by the Commission except for purposes of this Joint Application. The District's principal office and place of business is located at 150 Old Highway 100, Villa Ridge, Missouri 63089, telephone number (636) 742-5200, and its fax number is (636) 742-0224.

3. All communications, correspondence, notices, orders and decisions regarding this application should be addressed to:

Charles Brent Stewart
STEWART & KEEVIL, L.L.C.
1001 Cherry Street, Suite 302
Columbia, Missouri 65201
(573) 499-0635
(573) 499-0638 (Fax)

with a copy sent to:

Mark C. Piontek
LEWIS, RICE & FINGERSH, L.C.
216 West Main
P.O. Box 1040
Washington, Missouri 63090
(636) 239-7747
(636) 239-8450 (Fax)

Jonathan L. Downard
HANSEN, STIERBERGER,
DOWNARD, MELENBRINK &
SCHROEDER
800 North Oak
Union, Missouri 63084
(636) 583-5118
(636) 583-5110 (Fax)

4. On June 19, 2001, the Joint Applicants executed a water service territorial agreement (the "Agreement") pursuant to Section 247.172 RSMo 2000. Pursuant to 4 CSR 240-2.060(13)(A), a copy of the Agreement, including maps and a legal description of the Joint Applicants' respective water service areas under the Agreement, is attached hereto and incorporated herein by reference as **Appendix A**.

5. The Agreement specifically designates the mutually agreed to water service areas of the Joint Applicants. The Agreement also sets forth any and all powers granted to the District

by the City to operate within the corporate municipal boundaries of the City and any and all powers granted to the City to operate within the boundaries of the District.

6. The Agreement will affect forty-nine existing customers of the District in that upon Commission approval of the Agreement these customers' water service henceforth will be provided by the City. Pursuant to 4 CSR 240-2.060(13)(D), a listing of those customers affected by the Agreement is attached hereto and incorporated herein by reference as **Appendix B**.

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 2000, 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.

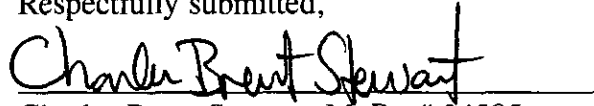
9. Because Joint Applicants are publicly-owned political subdivisions of the State of Missouri and are otherwise not subject to regulation by the Commission, the provisions of 4 CSR 240-2.060(13) (B) and (D), and 4 CSR 240-2.060 (K) and (L), do not apply for purposes of this Joint Application.

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, Joint Applicants the City of Pacific, Missouri and Public Water Supply

District No. 3 of Franklin County, Missouri respectfully request that the Commission approve Joint Applicants' proposed territorial agreement.

Respectfully submitted,



Charles Brent Stewart, MoBar# 34885

John Dowe Miller MoBar# 50891

STEWART & KEEVIL, L.L.C.

1001 Cherry Street, Suite 302

Columbia, Missouri 65201

(573) 499-0635

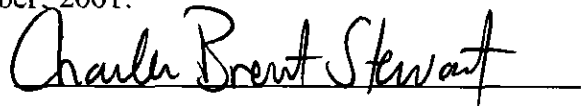
(573) 499-0638 (fax)

Stewart499@aol.com

ATTORNEY FOR JOINT APPLICANTS

CERTIFICATE OF SERVICE

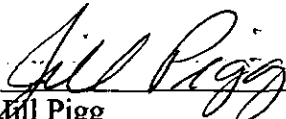
The undersigned hereby certifies that a copy of this Joint Application and appendices has been sent to the Office of the Public Counsel and to the Commission's General Counsel's Office, by hand-delivery, this 9th day of November, 2001.



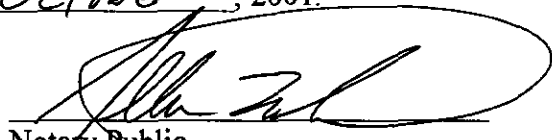
VERIFICATION

State of Missouri)
) ss
County of Franklin)

I, Jill Pigg, having been duly sworn upon my oath, state that I am the Mayor of the City of Pacific, Missouri, that I am duly authorized to make this verification on behalf of the City of Pacific, Missouri, 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.


Jill Pigg

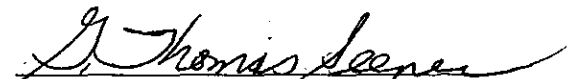
Subscribed and sworn before me this 16 day of October, 2001.


Notary Public

VERIFICATION

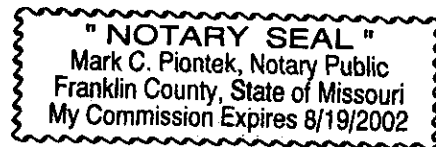
State of Missouri)
) ss
County of Franklin)

I, Thomas Seener, having been duly sworn upon my oath, state that I am the President of Public Water Supply District No. 3 of Franklin County, Missouri, that I am duly authorized to make this verification on behalf of Public Water Supply District No. 3 of Franklin County, Missouri, 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.


Thomas Seener

Subscribed and sworn before me this 10 day of October, 2001.


Notary Public



City of Pacific/ PWSD#3 of Franklin County
Water Territorial Agreement
November 9, 2001

APPENDIX A
PROPOSED TERRITORIAL AGREEMENT

TERRITORIAL AGREEMENT

This Agreement made and entered into this 19th day of June, 2001 by and between Public Water Supply District No. 3 of Franklin County, Missouri (hereinafter the "District") and the City of Pacific, Missouri (hereinafter the "City").

Whereas, the District is a political corporation of the State of Missouri located in Franklin County 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 City is a political subdivision of the State of Missouri organized and existing under Sections 79.010 to 79.565 RSMo. located in Franklin and St. Louis Counties; and

Whereas, the District's and the City'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 municipally owned utilities may be displaced by written territorial agreements upon approval of the Missouri Public Service Commission; and

Whereas, the District and the City 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 and sewer 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 City agree as follows:

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

- a. City: the City of Pacific, Missouri.
- 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. 3 of Franklin, 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 as it now exists or as it may exist in the future notwithstanding that any portion of said service area may be annexed by the City after the effective date of this Agreement. In the event any

portion of the service area show on Exhibit A is located within the City, either now or in the future, the District shall require that all new construction of water mains, valves, hydrants and service lines comply with the City's specifications for the same.

3. The City shall have the exclusive right to provide service to all existing and future customers located within its service area shown on Exhibit B as it now exists or as it may exist in the future notwithstanding that any portion of said service area may be annexed by the City after the effective date of this Agreement.

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 District shall convey to the City all of the District's system in the area shown on Exhibit C together with all of the District's customers located within said area who shall thereafter be served by the City.

7. 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.

8. 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 June 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 City's Board of Aldermen or City Council.
- b: All required approvals of the District's Board of Directors.
- c: Approval of the transaction by the Public Service Commission of Missouri.

9. The parties agree to undertake all actions reasonably necessary to implement this Agreement.

10. 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.

11. 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.

12. 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.

13. 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.

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

15. 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.

16. 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 19th
day of June, 2001.

PUBLIC WATER SUPPLY DISTRICT
NO. 3 OF FRANKLIN COUNTY,
MISSOURI

By: G. Thomas Seener
G. Thomas Seener, President

ATTEST:

Debra Champlain
Debra Champlain, Clerk

CITY OF PACIFIC, MISSOURI

By: Jill Suzanne Rigg
Mayor

ATTEST:

Jo Ann Hoelke
City Clerk

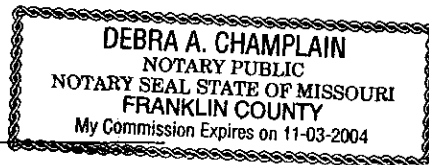
STATE OF MISSOURI)
COUNTY OF Franklin) SS:

On this 23rd day of July, 2000, before me appeared G. Thomas Seener to me personally known, who, being by me duly sworn, did say that he is the President of **Public Water Supply District No. 3 of Franklin 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 Thomas G. Seener 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.

Debra A. Champlain
Notary Public

My term expires:



STATE OF MISSOURI)
COUNTY OF Franklin) SS:

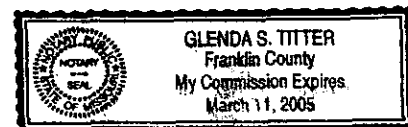
On this 19th day of June, ~~2000~~ ²⁰⁰¹, before me appeared Jill Suzanne Pigg to me personally known, who, being by me duly sworn, did say that (s)he is the she of the **City of Pacific, Missouri**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its Board of Aldermen; and said Board acknowledged said instrument to be the free act and deed of said City.

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.

Glenda S. Titter
Notary Public

My term expires:

3-11-05



July 5, 2001

Description of Partial City Limits, City of Pacific, Missouri

The North and West limits of the City of Pacific, Missouri, being in Sections 36, Township 44 North, Range 2 East of the 5th Principal Meridian and Sections 1, 10, 11, 12, 14, and 15, Township 43 North, Range 2 East of the 5th Principal Meridian, all in Franklin County, Missouri and more particularly described as follows:

Beginning at the southeast corner of above said Section 1, proceed thence westwardly along the south line of said Section 1 to the south right-of-way (ROW) line of Interstate Highway 44 (I-44); thence northeastwardly along said south ROW line of I-44 to a point, said point being directly across (measured perpendicularly to the centerline of I-44) from the intersection of the north ROW line of I-44 with the west ROW line of Hoven Road (40 feet wide); thence directly across I-44 (measured perpendicularly to its centerline) northwestwardly to said point in the west ROW line of said Hoven road; thence northwardly along the west ROW line of said Hoven road to the south line of a tract of land now or formerly owned by Wilderness Hollow I, L.L.C. by deed recorded in Book 1198, Page 353 of the Franklin County records, said line also being on the east-west centerline of Section 1; thence eastwardly along the south line of said Wilderness Hollow I tract to the east line of Section 1, said line also being the Franklin and St. Louis County line; thence northwardly along said line to the southeast corner of above said Section 36; thence westwardly along the south line of said Section 36 to the east line of Osage Hills Plat 22, a subdivision recorded in Plat Book "O", Page 541 of the Franklin County records, said line also being on the east 1/16th line of Section 36; thence northwardly along the east line of said Osage Hills Plat 22 and the east and north lines of a tract of land now or formerly owned by Highway "OO" Development Company by deed recorded in Book 1171, Page 224 of the Franklin County records (said north line also being on the south 1/16th line of Section 36) to the west ROW line of Missouri State Highway "OO"; thence southwardly along the west ROW line of said highway "OO" to the south line of aforementioned Section 36; thence continue southwardly along the west ROW line of said highway "OO" to the south line of aforementioned Section 1; thence westwardly along the south line of said Section 1 to the southeast corner of a tract of land now or formerly owned by Michael A. and Diane R. Rohmann by deed recorded in Book 826, page 707 of the Franklin County records; thence northwardly, westwardly and southwardly along the east, north and west lines of said Rohmann tract to the north ROW line of Megan street (40 feet wide); thence westwardly along the north ROW line of said Megan street to the west line of aforementioned Section 1; thence southwardly along the west line of said Section 1 to the southwest corner of Valley Development, a subdivision recorded in Plat Book "N", Page 1 of the Franklin County records; thence eastwardly along the south line of said Valley Development to the west ROW line of Monroe street; thence southwardly along the west ROW line of said Monroe street to the north line of above said Section 12; thence westwardly along the north line of said Section 12 and the north line of above said Section 11 to the northeast corner of above said Section 10; thence southwardly along the east line of said Section 10 to the north ROW line of I-44; thence westwardly along the north ROW line of said I-44 to a point, said point being directly across (measured perpendicularly to the centerline of I-44) from centerline

July 5, 2001

station 1706+35 of I-44; thence southwardly, perpendicular to said I-44 centerline at station 1706+35 to the south ROW line of said I-44; thence eastwardly along the south ROW line of said I-44 to the north ROW line of U.S. Highway 66; thence westwardly along the north ROW line of said Highway 66 to a point, said point being directly across (measured perpendicularly to the centerline of Highway 66) from centerline station 149+86.25 of Highway 66 (also a point of curvature); thence southwardly at station 149+86.25, perpendicular to the centerline of said Highway 66, to its south ROW line; thence westwardly along the south ROW line of said Highway 66 to the west line of aforementioned Section 10; thence southwardly along the west line of said Section 10 to the north ROW line of the Union Pacific Railroad (UPRR); thence eastwardly along the north ROW line of said UPRR to the west line of aforementioned Section 11; thence southwardly along the west line of said Section 11 to the south ROW line of said UPRR; thence westwardly along the south ROW line of said UPRR to the northwest corner of Ridge Meadows Estates, a subdivision recorded in Book "P", Pages 484 and 485 of the Franklin County records, said point also being on the east 1/16th line of Section 10; thence southwardly along the west line of said Ridge Meadows Estates and the west and south lines of Silver Lakes Estates, a subdivision recorded in Book "P", Page 478 of the Franklin County Records, said west lines also being on the east 1/16th lines of Sections 10 and 15, said south line also being on the east-west centerline of Section 15, to the northwest corner of a tract of land now or formerly owned by Aloysius A. and Jacqueline Nansel by deed recorded in Book 684, Page 48; thence along the west and south lines of said Nansel tract and a tract of land now or formerly owned by Palmer A. and Laura L. Lawson by deed recorded in Book 1096, Page 381 of the Franklin County records to the north ROW line of Indian Trails Road (30 feet wide); thence westwardly along the north ROW line of said Indian Trails Road and the north ROW line of Indian Trails Street to the west line of aforementioned Section 14; thence southwardly along the west line of said Section 14 to the centerline of the Meramec River; thence southeastwardly with the centerline of said Meramec River to the south line of Section 14.

Excepting therefrom the following parcels as described below:

I. In Section 1, T 43 N, R 2 E

- A. A tract of land now or formerly owned by Norma L. Hogan, Robert A. Lewis, and Joyce M. Heiman by deed recorded in Book 815, page 234 of the Franklin County records.
- B. A tract of land now or formerly owned by Gary W. and Kathryn M. Thrasher by deed recorded in Book 1044, page 322 of the Franklin County records.

II. In Section 10, T 43 N, R 2 E

- A. A tract of land now or formerly owned by Jack Korte by deed recorded in Book 834, Page 348 of the Franklin County records.

July 5, 2001

- B. A tract of land now or formerly owned by Jack and Virginia Korte by deed recorded in Book 834, Page 343 of the Franklin County records.

III. In Section 11, T 43 N, R 2 E

- A. A tract of land now or formerly owned by Harold C. and Alice June Andrae by deed recorded in Book 974, Page 127 of the Franklin County records.
- B. A tract of land now or formerly owned by Edwin R. and Carolyn F. Upchurch by deed recorded in Book 250, Page 581 of the Franklin County records.
- C. A tract of land now or formerly owned by James and Lorna Ray Worth by deed recorded in Book 605, Page 197 of the Franklin County records.
- D. A tract of land now or formerly owned by Robert F. Howe by deed recorded in Book 1009, Page 735 of the Franklin County records.
- E. A tract of land now or formerly owned by Marie W. Brown by deed recorded in Book 467, Page 160 of the Franklin County records.
- F. A tract of land now or formerly owned by Louis A. and Joanne Brown by deed recorded in Book 634, Page 135 of the Franklin County records.
- G. A tract of land now or formerly owned by Paul W. Jr. and Barbara J. Ell by deed recorded in Book 764, Page 685 of the Franklin County records.
- H. A tract of land now or formerly owned by Donald C. and Rebecca S. Moore by deed recorded in Book 1308, Page 734 of the Franklin County records.
- I. A tract of land now or formerly owned by Robert C. and Arlene E. Hogan by deed recorded in Book 664, Page 687 of the Franklin County records.
- J. A tract of land now or formerly owned by Mary M. Reed by deed recorded in Book 1020, Page 159 of the Franklin County records.
- K. A tract of land now or formerly owned by Edna M. Gollhofer, et al by deed recorded in Book 796, Page 358 of the Franklin County records.
- L. A tract of land now or formerly owned by Doris M. Hayes by deed recorded in Book 525, Page 307 of the Franklin County records.
- M. A tract of land now or formerly owned by Theodore and Linda Halker by deed recorded in Book 624, Page 681 of the Franklin County records.
- N. Summit Hills Farm, a subdivision recorded in Plat Book "N", page 183 of the Franklin County records.
- O. Summit Hills Farm # 2, a subdivision recorded in Plat Book "N", page 184 of the Franklin County records.
- P. Summit Hills Farm # 3, a subdivision recorded in Plat Book "N", page 354 of the Franklin County records.

July 5, 2001

- Q. Summit Hills Farm # 4, a subdivision recorded in Plat Book "N", page 451 of the Franklin County records.
- R. Summit Hills Farm # 5, a subdivision recorded in Plat Book "O", page 712 of the Franklin County records.
- S. Summit Hills Farm # 3 Resub., a resubdivision of Summit Hills Farm # 3 (Plat Book "N", Page 354 of the Franklin County records), recorded in Plat Book "P", page 901 of the Franklin County records.

IV. In Section 14, T 43 N, R 2 E

- A. A tract of land now or formerly owned by Raymond D. and Velda M. Pratt by deed recorded in Book 414, page 427 of the Franklin County records.
- B. A tract of land now or formerly owned by Harlan and Barbara Brundick Bruns by deed recorded in Book 1310, page 054 of the Franklin County records.
- C. A tract of land now or formerly owned by Jerry and Bettye Walling by deed recorded in Book 922, page 182 of the Franklin County records.
- D. A tract of land now or formerly owned by Steve W. and Karen Devine by deed recorded in Book 922, page 179 of the Franklin County records.
- E. A tract of land now or formerly owned by Kerry and Mary Koepe by deed recorded in Book 348, page 359 of the Franklin County records.

See also *Map of West and North City Limits of Pacific, Missouri Lying in Franklin County, Missouri*, by Buescher Ditch & Associates, Inc., Washington, Missouri, dated July 5, 2001

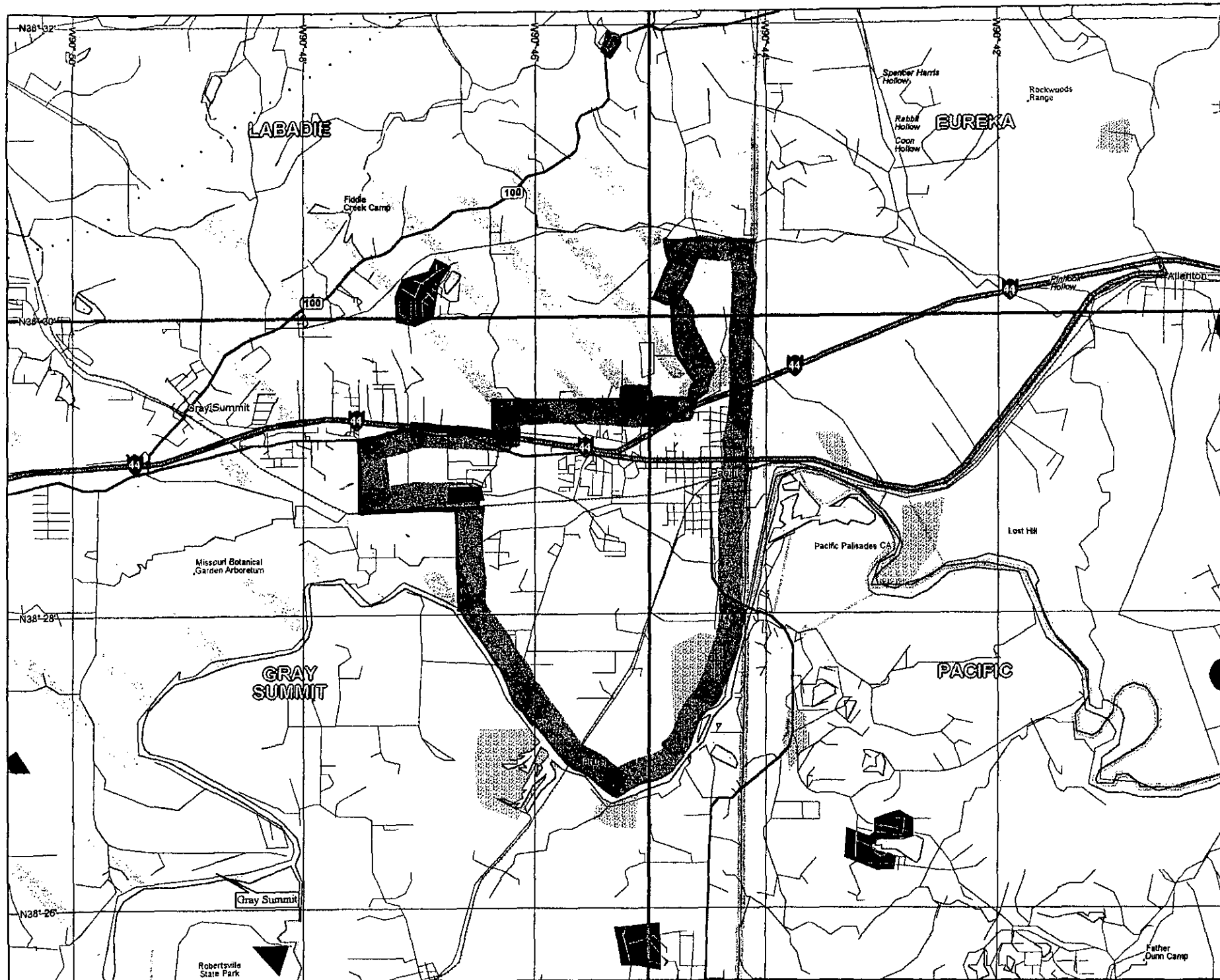
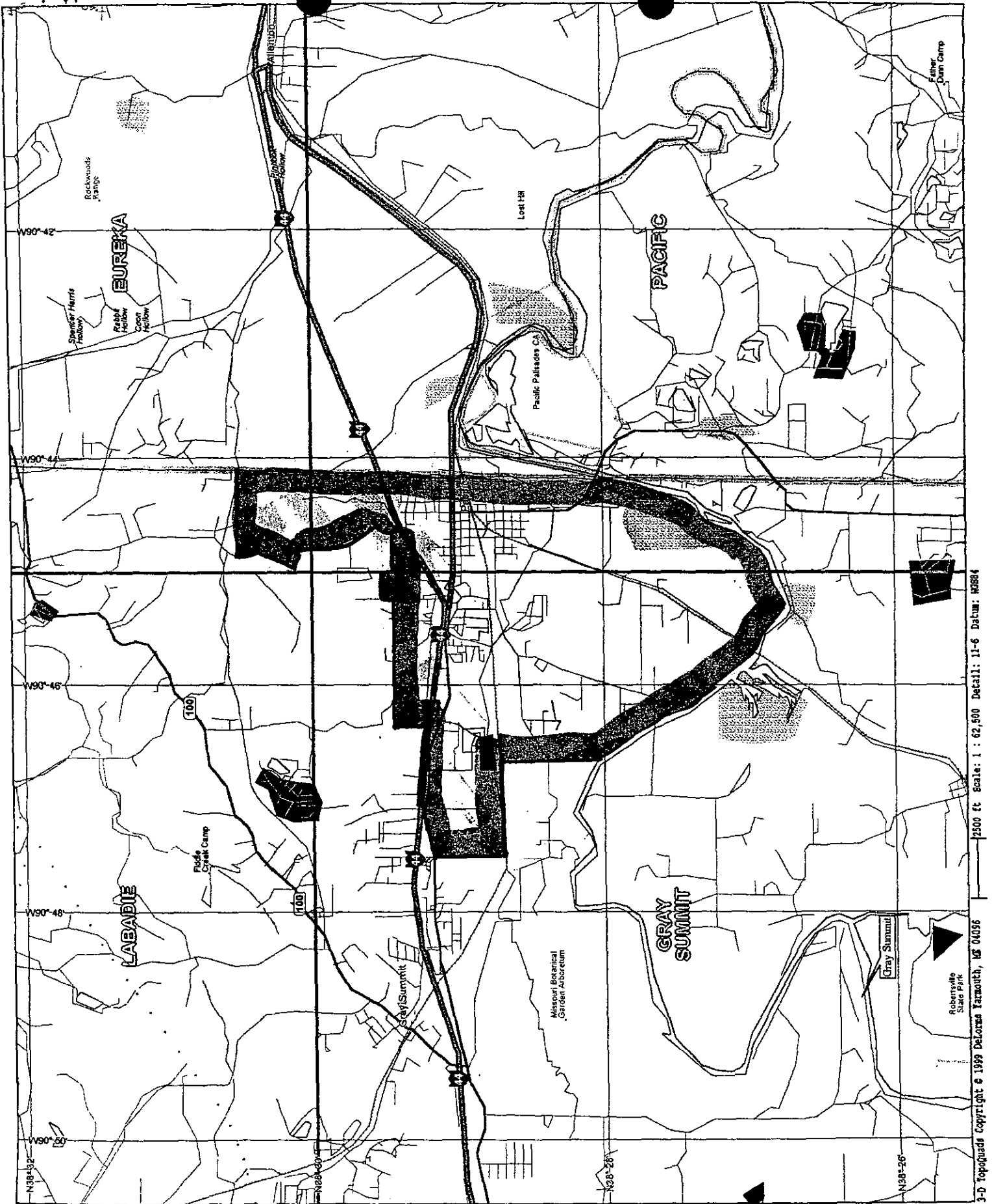


EXHIBIT A

EXHIBIT B



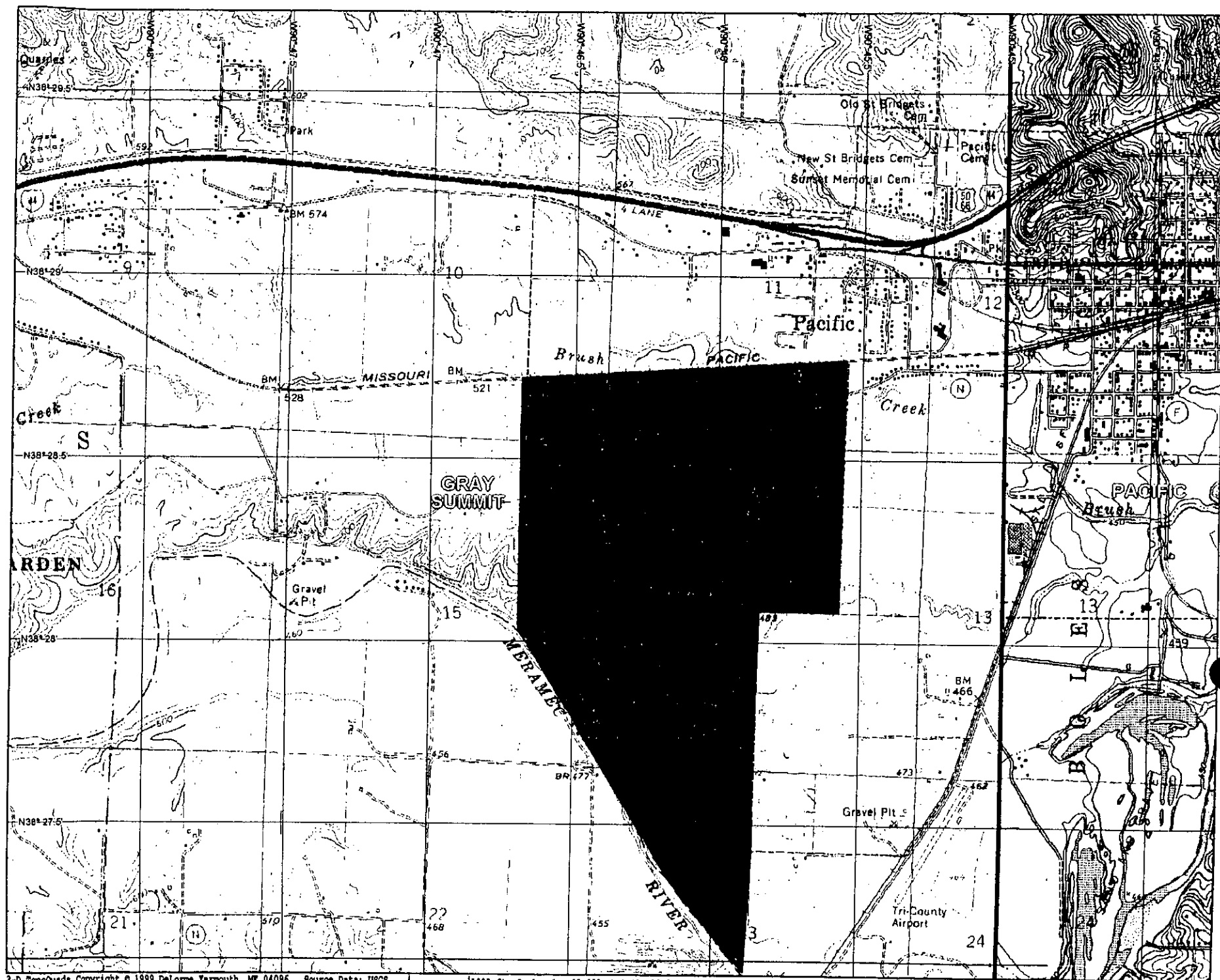


EXHIBIT C

City of Pacific/ PWSD#3 of Franklin County
Water Territorial Agreement
November 9, 2001

APPENDIX B

AFFECTED EXISTING CUSTOMERS

APPENDIX B

**CUSTOMERS AFFECTED BY THE TERRITORIAL AGREEMENT BETWEEN
THE CITY OF PACIFIC AND PUBLIC WATER SUPPLY DISTRICT NO. 3
OF FRANKLIN COUNTY, MISSOURI**

All addresses are in Pacific, MO 63069

1. Michael & Diana O'Rourke
1935 Kesha Ct.
2. Paul & Janet Lumpkin
1736 Kristi Ln.
3. Dawn Dean
1945 Old Gray Summit Rd.
4. Greg & Kimberly Rigsby
1957 Old Gray Summit Rd.
5. Mark & Debbie Sutterer
1951 Old Gray Summit Rd.
6. Julie Ulbrich
1952 Kelly Ct.
7. George & Diana Barhorst
1974 Kelly Ct.
8. Joe & Ruth Hinman
1975 Kelly Ct.
9. Charles Foster
1948 Kelly Ct.
10. William & Dana Schneeberger
1929 Kesha Ct.
11. Cynthia Ott
1768 Kristi Ln.
12. James Powers
1969 Janet Ln.
13. Clay Banks
1977 Janet Ln.

14. Mr. & Mrs. Ronald Meyer
1972 Janet Ln.

15. Anita McNabb
1938 Janet Ln.

16. Ken & Kellie Elmore
1946 Janet Ln.

17. Eugene & Mary Midden
1930 Kesha Ct.

18. Thomas & Janice Ahlers
1771 Kristi Ln.

19. Gary & Janet Fuszner
1943 Patricia Ln.

20. Leroy Alt
1951 Patricia Ln.

21. Tom & Janet Fitts
1942 Kesha Ct.

22. Stanley & Beverly Hooper
1941 Kesha Ct.

23. David & Carol Keller
1959 Patricia Ln.

24. Jim & Ann Oswald
1973 Patricia Ln.

25. Christopher Arnette
1982 Patricia Ln.

26. Chad Steele
1938 Patricia Ln.

27. Vernie Crews
1941 Crawford Ln.

28. Summit Hill Treatment
Attn: Bob Howe
1942 Crawford Ln.

29. Jeff & Audre Meyers
1733 Kristi Ln.
30. Bernard Gnojewski
1947 Kesha Ct.
31. Joella Miller
1936 Kesha Ct.
32. Wayne & Victoria Dimitro
1780 Kristi Ln.
33. Chris & Brenda Forcherio
1786 Kristi Ln.
34. Michael & Patricia Stacy
1956 Heather Ln.
35. Steven & Patricia Reed
1946 Heather Ln.
36. Scott & Karin Halker
1940 Heather Ln.
37. Garnet Watson
1941 Old Gray Summit Rd.
38. Hubert Alexander
1950 Patricia Ln.
39. James McPherson
1886 Old Gray Summit Rd.
40. Karla Hayden
1948 Old Gray Summit Rd.
41. Pacific Assembly of God Church
1925 Hwy N
42. Craig & Elisa Smith
1980 Patricia Ln.
43. Tom & Rhonda Hardgrave
1747 Kristi Ln.

44. Jim & Michelle Stow
1790 Kristi Ln.

45. Richard Butland
1731 Kristi Ln.

46. Terry & Lisa Bertholomey
1946 Kelly Ct.

47. John Gore
1961 Janet Ln.

48. Greg & Donna Ortlip
1954 Janet Ln.

49. David & Shelly Crabtree
1755 Kristi Ln.