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Submitted by Petitioner- Developer
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Exhibit 1 - Developer's certified good standing and corporate records
Shawnee Bend Development Company, L.L.C. (Charter No. LC0014864)

Exhibit 2 - Company's corporate records
Lake Region Water & Sewer Co. (Charter No. 00149504)
f/k/a Four Seasons Water & Sewer Co.
f/k/a Four Seasons Lakesites Water & Sewer Co.

Exhibit 3 - Contract - April 10, 1998
"AGREEMENT REGARDING THE INSTALLATION OF WATER
MAINS, A WATER WELL, SANITARY SEWERS AND
APPURTENANCES, AND ROAD CROSSINGS"

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Exhibit 5 - Letter dated 5/6/2008 from COMPANY attorney

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Exhibit 7 - Affidavit of Fritz Ritter, former president of COMPANY and letter of
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Exhibit 13 - Letter dated 6/13/2008 from COMPANY attorney

STATE OF MISSOURI



Robin Carnahan
Secretary of State

**CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING**

I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

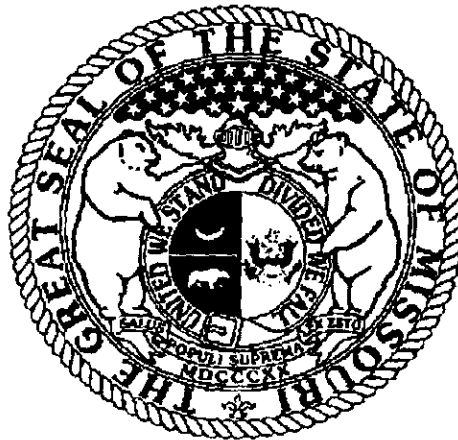
**SHAWNEE BEND DEVELOPMENT CO. L.L.C.
LC0014864**

was created under the laws of this State on the 15th day of September, 1997, 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 12th day of September, 2008

Robin Carnahan

Secretary of State



Certification Number: 11090068-1 Reference:
Verify this certificate online at <http://www.sos.mo.gov/businessentity/verification>

EXHIBIT

1



LC0014864

CERTIFICATE OF CORPORATE RECORDS

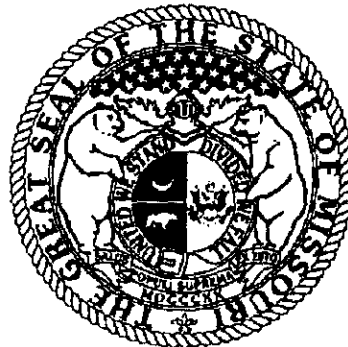
SHAWNEE BEND DEVELOPMENT CO. L.L.C.

I, ROBIN CARNAHAN, Secretary of the State of the State of Missouri and Keeper of the Great Seal thereof, do hereby certify that the annexed pages contain a full, true and complete copy of the original documents on file and of record in this office for which certification has been requested.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 12th day of September, 2008

Robin Carnahan

Secretary of State





State of Missouri

Rebecca McDowell Cook, Secretary of State

P.O. Box 778, Jefferson City, Mo. 65102

Corporation Division

FILED

SEP 15 1997

Articles of Organization

(Submit in duplicate with filing fee of \$105)

Rebecca McDowell Cook
SECRETARY OF STATE

1. The name of the limited liability company is:

Shawnee Bend Development Co. L.L.C.

2. The purpose(s) for which the limited liability company is organized: Real Estate Investment, including building, developing, buying, selling, leasing and managing real estate projects

3. The name and address of the limited liability company's registered agent in Missouri is:

Lorraine J. Perkinson, 3301 Rider Trail South (150) Earth City, Missouri 63045

Name

Street address

City/State/Zip

4. The management of the limited liability company is vested in one or more managers. ☒ Yes ☐ No

5. The latest date on which the limited liability company is to dissolve is: December 31, 2047

Month/Day/Year

6. Upon the withdrawal of any member, the remaining member(s) have the following right(s) (if any) to continue the business and affairs of the limited liability company: The following have the right to continue Lorraine J. Perkinson Thomas H. Biggs as owners of Perkinson Development Co. L.L.C. and THB Development Co. L.L.C. respectively

7. The name(s) and address(es) of each organizer:

Perkinson Development Co. L.L.C. 3301 Rider Trail South (150) Earth City, Missouri 63045

THB Development Co. L.L.C. - 1206 S. Glenwood, St. Louis, Missouri 63122

8. For tax purposes, is the limited liability company considered a corporation? ☐ Yes ☒ No

In affirmation thereof, the facts stated above are true:

Perkinson Development Co. L.L.C.

By Lorraine J. Perkinson Organizer

THB Development Co. L.L.C.

By Thomas H. Biggs Organizer



Rebecca McDowell Cook
Secretary of State

CERTIFICATE OF ORGANIZATION
LIMITED LIABILITY COMPANY

EAS,

WNEE BEND DEVELOPMENT CO. L.L.C.

D ITS ARTICLES OF ORGANIZATION WITH THIS OFFICE ON THE
DAY OF SEPTEMBER, 1997, AND THAT FILING WAS FOUND TO CO
HE MISSOURI LIMITED LIABILITY COMPANY ACT,

THEREFORE, I, REBECCA McDOWELL COOK, SECRETARY OF STATE
E OF MISSOURI, BY VIRTUE OF AUTHORITY VESTED IN ME BY LA
ERTIFY AND DECLARE THAT ON THE 15TH DAY OF SEPTEMBER, 19
ABOVE ENTITY IS A LIMITED LIABILITY COMPANY, ORGANIZED I
STATE AND ENTITLED TO ANY RIGHTS GRANTED TO LIMITED
ILITY COMPANIES.

ESTIMONY WHEREOF, I HAVE SET MY
AND IMPRINTED THE GREAT SEAL OF
STATE OF MISSOURI, ON THIS, THE
DAY OF SEPTEMBER, 1997.

Rebecca McDowell Cook



Missouri Secretary of State, Robin Carnahan

SOS Home :: Business Services :: Business Entity Search

Search

- ⓐ By Business Name
- ⓑ By Charter Number
- ⓒ By Registered Agent
- ⓓ For New Corporations
- ⓔ Verify
- ⓕ Verify Certification
- ⓖ Annual Report
- ⓗ File Online
- ⓘ File Fictitious Name
- ⓙ Registration
- ⓚ File Online
- ⓛ File LLC Registration
- ⓜ File Online
- ⓝ Online Orders
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- ⓟ Orders
- ⓠ Order Good Standing
- ⓡ Order Certified Documents
- ⓢ Shopping Cart
- ⓣ Check My Orders
- ⓤ Maintain My Profile
- ⓖ Manage My Reps
- ⓗ Security Policy
- ⓙ Privacy Policy
- ⓚ Logout

Filed Documents

Date: 9/12/2008 (Click above to view filed documents that are available.)

**Click Here to Order
Certified
Documents Online**

Business Name History

Name	Name Type
LAKE REGION WATER & SEWER CO.	Legal
FOUR SEASONS WATER & SEWER CO.	Prev Legal
FOUR SEASONS LAKESITES WATER & SEWER CO.	Prev Legal

General Business - Domestic - Information

Charter Number:	00149504
Status:	Good Standing
Entity Creation Date:	8/10/1971
State of Business.:	MO
Expiration Date:	Perpetual
Last Annual Report Filed Date:	4/29/2008
Last Annual Report Filed:	2008
Annual Report Month:	January

Registered Agent

Agent Name:	D & A AGENCY SERVICES, INC.
Office Address:	3145 BROADWAY KANSAS CITY MO 64111
Mailing Address:	



Robin Carnahan Secretary of State
2008 ANNUAL REGISTRATION REPORT
BUSINESS

File Number: 200812091308

00149504

Date Filed: 04/29/2008

Robin Carnahan
Secretary of State

REPORT DUE BY: 04/30/2008

ANNUAL REPORT MONTH:

January

00149504

LAKE REGION WATER & SEWER CO.

D & A AGENCY SERVICES, INC.

3145 BROADWAY

KANSAS CITY, MO 64111

PRINCIPAL PLACE OF BUSINESS OR
CORPORATE HEADQUARTERS:

62 Bittersweet Road (Required)

STREET

Lake Ozark, MO 65049

CITY/STATE

ZIP

If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.

☐

The new registered agent

IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW
REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.

☐

The new registered office address

Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.

OFFICERS

NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT
ACCEPTABLE). (MUST LIST PRESIDENT AND SECRETARY BELOW)

PRES Robert Schwermann (Required)

STREET/RT 10777 Barkley, Suite 210

CITY/STATE/ZIP Lake Ozark, MO 65049

V-PRES

STREET/RT

CITY/STATE/ZIP

SECY Brian Schwermann (Required)

STREET/RT 10777 Barkley, Suite 210

CITY/STATE/ZIP Overland Park, MO 65049

TREAS

STREET/RT

CITY/STATE/ZIP

NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED

BOARD OF DIRECTORS

NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT
ACCEPTABLE). (MUST LIST AT LEAST ONE DIRECTOR BELOW)

NAME Robert Schwermann (Required)

STREET/RT 10777 Barkley, Suite 210

CITY/STATE/ZIP Overland Park, KS 66211

NAME

Sally Stump

STREET/RT 62 Bittersweet Road

CITY/STATE/ZIP Lake Ozark, MO 65049

NAME

STREET/RT

NAME

STREET/RT

CITY/STATE/ZIP

The undersigned understands that false statements made in this report are punishable for the crime of making a false
declaration under Section 575.060 RSMo. Photocopy or stamped signature not acceptable.

Authorized party or officer sign here

Robert Schwermann

(Required)

Please print name and title of signer:

Robert Schwermann

President

NAME

TITLE

REGISTRATION REPORT FEE IS:

____ \$20.00 If filed on or before 4/30

____ \$35.00 If filed on or before 5/31

____ \$50.00 If filed on or before 6/30

____ \$65.00 If filed on or before 7/31

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE,
BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL
INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

E-MAIL ADDRESS (OPTIONAL)

REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO DIRECTOR OF REVENUE

RETURN COMPLETED REGISTRATION REPORT AND PAYMENT TO THE SECRETARY OF STATE - P.O. BOX 1366, JEFFERSON CITY, MO 65102



State of Missouri
Matt Blunt, Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

File Number: 200431544507
00149504
Date Filed: 11/10/2004
Matt Blunt
Secretary of State

**Statement of Change of Registered Agent and/or Registered Office
By a Foreign or Domestic For Profit or Nonprofit Corporation or a Limited Liability Company**

Instructions

1. This form is to be used by either a for profit or nonprofit corporation or a limited liability company to change either or both the name of its registered agent and/or the address of its existing registered agent.
2. There is a \$10.00 fee for filing this statement.
3. P.O. Box may only be used in conjunction with a physical street address.
4. Agent and address must be in the State of Missouri.
5. The corporation may not act as its own agent.

Charter No. 00149504

(1) The name of the business entity is: Lake Region Water & Sewer Co.

(2) The address, including street and number, of its present registered office (before change) is:

#1 Grand Point Boulevard

Sunrise Beach, MO 65079

Address

City/State/Zip

(3) The address, including street and number, of its registered office is hereby changed to:

3145 Broadway,

Kansas City, Missouri 64111-2405

Address

(P.O. Box may only be used in conjunction with a physical street address) City/State/Zip

(4) The name of its present registered agent (before change) is: Fritz Ritter

(5) The name of the new registered agent is: D & A Agency Services, Inc.

Authorized signature of new registered agent must appear below:

[Signature]
(May attach separate originally executed written consent to this form in lieu of this signature)

(6) The address of its registered office and the address of the office of its registered agent, as changed, will be identical.

(7) The change was duly authorized by the business entity named above.

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Robert P. Schwermann

RPS Properties, L.P., by Schwermann Properties, Ltd.,

Authorized signature of officer or, if applicable, chairman of the board

Printed Name

General Partner, by: Robert P. Schwermann, Pres.

Title

month/day/year

Name and address to return filed document:

Name: Stephen D. McGiffert, Payne & Jones, Chtd.

Address: 11000 King

City, State, and Zip Code: Overland Park, KS 66210

State of Missouri
Change/Resignation of Agent 1 Page(s)



T0431542225

Matt Blunt Secretary of State
2004 ANNUAL REGISTRATION REPORT
BUSINESS

File Number: 200415944029
00149504
Date Filed: 04/26/2004
Matt Blunt
Secretary of State

REPORT DUE BY: 04/30/2004

ANNUAL REPORT MONTH:
January

00149504
LAKE REGION WATER & SEWER CO.
FRITZ RITTER
#1 GRAND POINT BLVD
SUNRISE BEACH, MO 65079

PRINCIPAL PLACE OF BUSINESS OR
CORPORATE HEADQUARTERS:

1 Grand Point Blvd
STREET
Sunrise Beach, Mo 65079
CITY/STATE ZIP

If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.



The new registered agent

IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW
REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.



The new registered office address

Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.

OFFICERS

NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT
ACCEPTABLE). (MUST LIST PRESIDENT AND SECRETARY BELOW) A

PRES Waldo Morris
STREET/RT 1 Grand Point Blvd
CITY/STATE/ZIP Sunrise Beach, MO 65079
V-PRES
STREET/RT
CITY/STATE/ZIP
SECY Fritz Ritter
STREET/RT 1 Grand Point Blvd
CITY/STATE/ZIP Sunrise Beach, MO 65079
TREAS
STREET/RT
CITY/STATE/ZIP

BOARD OF DIRECTORS

NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT
ACCEPTABLE). (MUST LIST AT LEAST ONE DIRECTOR BELOW) B

NAME Fritz Ritter
STREET/RT 1 Grand Point Blvd
CITY/STATE/ZIP Sunrise Beach, MO 65079
NAME
STREET/RT
CITY/STATE/ZIP
NAME
STREET/RT
CITY/STATE/ZIP
NAME
STREET/RT
CITY/STATE/ZIP

NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED

The undersigned understands that false statements made in this report are punishable for the crime of making a false
declaration under Section 570.60 RSMo. Photocopy or stamped signature not acceptable.

Authorized party or officer sign here

Please print name and title of signer:

NAME

TITLE

REGISTRATION REPORT FEE IS:

- ___ \$45.00 If filed on or before 4/30
- ___ \$60.00 If filed on or before 5/31
- ___ \$75.00 If filed on or before 6/30
- ___ \$90.00 If filed on or before 7/31

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE,
BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL
INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

E-MAIL ADDRESS (OPTIONAL)

REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

RETURN COMPLETED REGISTRATION REPORT

State of Missouri
Annual Report - General Business 1 Page(s)

1366, JEFFERSON CITY, MO 65102



T0414107149

REBECCA McDOWELL COOK, Secretary Of State
1999 ANNUAL REGISTRATION REPORT
(Business)

CHECK # _____
AMOUNT: _____

THIS REPORT IS DUE BY: 07/15/99

NOTE: TO CHANGE REGISTERED AGENT OR OFFICE
SHOWN DIRECTLY BELOW, REQUEST FORM #99
FROM THE SECRETARY OF STATE.

WE SHOW YOUR FISCAL TAX YEAR AS:	
BEG. MONTH	END MONTH
04/01	03/31
IF YOUR FISCAL TAX YEAR IS DIFFERENT:	
BEG. MONTH	END MONTH
01/01	12/31

00149504
LAKE REGION WATER & SEWER CO.

X DAVID A. SHORR
326 E. CAPITOL AVENUE
JEFFERSON CITY MO 65101

CHECK # 1798

AMOUNT 60

2	YOUR LAST ANNUAL REPORT WAS MARKED <u>YES</u> regarding whether your corporation is liable for franchise tax. (A corporation is liable for franchise tax if line 6a or 6b on the franchise tax report is more than \$200,000.)	If this tax liability has changed for this year, mark "X" in this box. <input type="checkbox"/>
---	--	---

RECEIVED

JUL 30 1999

3	PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS:	<u>1 GRAND POINT BOULEVARD</u> STREET <u>SUNRISE BEACH, MO. 65079</u> CITY/STATE ZIP
---	--	---

SECRETARY OF STATE
FRANCHISE TAX DIVISION

4	NAMES AND BUSINESS OR RESIDENCE ADDRESSES OF OFFICERS: (MUST HAVE A PRESIDENT AND A SECRETARY; WILL ASSUME PRESIDENT IS ALSO SECRETARY, IF SECRETARY IS NOT LISTED.)	NAMES AND BUSINESS OR RESIDENCE ADDRESSES OF BOARD OF DIRECTORS: (MUST HAVE ONE DIRECTOR; IF NOT LISTED, WILL ASSUME DIRECTORS ARE THE SAME AS OFFICERS)
	PRES <u>ROY SLATES</u> STREET/RT <u>114 WEST HUNTER</u> CITY/STATE/ZIP <u>NEVADA, MO. 64772</u> V-PRES _____ STREET/RT _____ CITY/STATE/ZIP _____ SECY <u>CINDY SLATES</u> STREET/RT <u>114 WEST HUNTER</u> CITY/STATE/ZIP <u>NEVADA, MO. 64772</u> TREAS _____ STREET/RT _____ CITY/STATE/ZIP _____	NAME _____ STREET/RT _____ CITY/STATE/ZIP _____ NAME _____ STREET/RT _____ CITY/STATE/ZIP _____ NAME _____ STREET/RT _____ CITY/STATE/ZIP _____
ATTACH NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS		

5	The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 575.060 RSMo 1986
	OFFICER SIGN HERE <u>ROY SLATES</u> Officer signing must be listed in box 4a above or on attached list.

6	ATTACHED IS THE REGISTRATION FEE OF: <input checked="" type="checkbox"/> \$45.00 If filed on or before due date <input type="checkbox"/> \$60.00 If within 30 days after due date <input type="checkbox"/> \$75.00 If within 60 days after due date <input type="checkbox"/> \$90.00 If within 90 days after due date Corporation will be administratively dissolved if report is not filed.	00149504 98 0810971 AG 0609997 AG 0713998
---	---	--



COMPLETE THE BOXES OR FORM WILL BE RETURNED
(BOXES 3, 4, AND 5 ARE REQUIRED)
RETURN AND MAKE CHECK PAYABLE TO SECRETARY OF STATE
P.O. BOX 1366, JEFFERSON CITY, MO 65102

**AGREEMENT REGARDING THE INSTALLATION OF
WATER MAINS, A WATER WELL, SANITARY SEWERS AND APPURTENANCES,
AND ROAD CROSSINGS**

This Agreement regarding the installation of water mains, a water well, sanitary sewers and appurtenances and road crossings (the "Agreement") is hereby made and entered into as of APRIL 10, 1998, by and between Four Seasons Water & Sewer Company ("Company") and Shawnee Bend Development Co. L.L.C. ("Developer") for the construction by Developer and inspection and subsequent acceptance by Company of certain water mains, a well and appurtenances ("Main Extension") and sanitary sewers and appurtenances (the "Sewer Extension") and road crossings to be installed in the development to be known as THE VILLAGES at Shawnee Bend, further described on Exhibit A hereto (the "Property") by an independent contractor engaged by Developer.

WITNESSETH:

WHEREAS, the Company has been authorized by the Missouri Public Service Commission ("PSC") to provide water and sewer services within the area of the Lake of the Ozarks known as Shawnee Bend which includes the Property, and;

WHEREAS, such water and sewer services to be provided by the Company are governed by the Company's PSC-approved tariff consisting of rate schedules and rules and regulations governing the provision of water and sewer service (individually "PSC Water Rules" and "PSC Sewer Rules" and collectively "PSC rules") initially effective July 11, 1997, and as the same may be changed from time to time pursuant to law, and;

WHEREAS, the PSC Rules provide that the Developer may install extensions of water facilities and sewer facilities using independent contractors provided Developer and Company enter into a contract regarding the installation of such facilities, and;

WHEREAS, the Developer and Company desire to enter into such a contract to provide for the extension of water and sewer facilities.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and Company agree as follows:



ARTICLE I

INSTALLATION OF WATER MAINS AND WELLS

A. Construction and Plan Approval

Developer shall construct those certain water mains, water well, and appurtenant facilities in accordance with those plans and specifications prepared by Harms, Inc., as delineated on Exhibit "B" attached hereto (hereinafter the "Improvement Plans"). Company shall have final authority to determine the standards applicable to and composition of the mains and other facilities to be installed to the extent they are not identified on the Improvement Plans. The Company hereby approves said Improvement Plans.

B. Company Inspections

Developer shall cause its contract with its independent contractor to provide that Developer or its independent contractor shall notify the Company and its designated Inspector at least weekly, as hereinafter set forth, of the times and places of construction of the Main Extension, in a time and manner sufficiently in advance of construction (at least 48 hours, not including weekends or holidays) to allow Company or Inspector or both to make inspection prior to the covering up of the trench. Notice to Company is to be as provided in Article IV.D. The Company shall as it deems necessary inspect the installation of said Main Extension. Company or its Inspector shall have the right to require the independent contractor to delay a particularly scheduled installation for no greater than one business day if Company or Inspector cannot, due to a scheduling conflict, be at the construction site at the time notified. In lieu of the requirement for Developer to contribute the estimated costs of inspection, all costs incurred by the Inspector for providing such inspections shall be timely invoiced to the Company, attention Douglas I. Bowden. After review of such invoices by Company, they shall be transmitted to Developer. Developer hereby agrees to pay the Inspector's invoices. Provided Developer or its independent contractor has so notified the Company and its Inspector of the time and place of construction activity in the manner provided herein, Company's failure to inspect the construction of the particular portion of said Main Extension shall allow Developer to proceed, and shall not allow Company to

refuse to accept the conveyance by Developer to Company of the particular portion of the Main Extension. In the event Company fails to so inspect, Company shall have the right to require Developer's engineer to certify that the particular portion of the Main Extension was constructed properly and in accordance with the Improvement Plans.

C. New Source Water Well

The Company hereby agrees that the Property is too far from its existing facilities and it is more economical for a new source of supply to be constructed to serve the Property. Therefore, Developer shall install a new source of water in the form of a well which meets those specifications set forth in the Improvements Plans. The Improvement Plans shall require the well to meet all applicable state standards for public drinking water supply wells and that the well be approved by the State of Missouri. Upon completion of the well, Developer shall deliver to Company an itemized statement of all costs associated with the construction of said well and applicable appurtenances for the purpose of determining the maximum amount of the subsidy to be paid by Company to Developer in the amount of One Thousand Dollars (\$1,000.00) per customer connected to this well, not to exceed the original cost to construct the well and applicable appurtenances and only during the first ten (10) years following completion of an approved facility, all as set forth in Rule 14(c) of the PSC Water Rules. Company shall make the subsidy payment to Developer within 30 days of the connection of the customer to the extension.

D. Conveyance of Main Extension

Upon completion of the Main Extension, Developer shall so notify Company and provide Company with as-built drawings, copies of invoices for all materials used in construction, lien waivers from all contractors and suppliers, proof that the mains are chemically and bacteriologically clean to the extent that they meet applicable Missouri public drinking water standards, and any other pertinent documents or material in the possession of Developer or Developer's independent contractor to enable Company to properly own, operate and maintain the facilities in perpetuity. Developer shall also provide a certification that all

mains and other facilities are located within the easements. Company shall within thirty (30) days thereafter make or cause to be made any final inspections and detail any deficiencies it feels exists in the work actually completed and deliver written notice of any deficiencies certified by the Inspector as such to Developer. Unless otherwise agreed to in writing between Company and Developer, such deficiencies shall be remedied within forty-five (45) working days. If not remedied within such time, and if there are actual or potential customers who are either not receiving service or are receiving less than adequate service as a result thereof, then commencing on the forty-sixth (46th) working day liquidated damages in the amount of five hundred dollars (\$500.00) per day shall be payable from Developer to Company. In the event of Developer's continued failure to remedy the deficiencies, Company shall also have the option, in addition to the liquidated damages, to make the necessary repairs itself and bill Developer for same. Company may refuse to accept the facilities from Developer until the bill has been paid in full along with all liquidated damages. Upon the completion of any such deficiencies, Developer shall convey to Company by an appropriate instrument of conveyance in a form satisfactory to Company, title to all water mains, the well, and appurtenances constructed in connection with this Main Extension. Title to all real estate and real property interests to be conveyed shall be marketable, insurable, and free of any encumbrances. From and after the acceptance of the facilities by Company, the water mains, well and appurtenances shall be the property and the responsibility of the Company.

E. Use of Water Main Trench

Company hereby acknowledges and agrees that Developer may, at the time the trench is initially dug for the water mains and not thereafter, place conduits, pipes, wires, cables and other materials of a similar nature to provide for the installation of electric service and lines, telephone or communications lines, wires or cables, and cable television or data services in the same trench as that used for the installation of the Main Extension, provided that the non-water facilities each terminate in a pedestal or subsurface box outside of the water trench so that those other service providers will not have to subsequently excavate in the water trench

to make connections to their facilities. Water and sewer facilities shall not be permitted in the same trench, except for crossings. Such installations shall be generally as detailed on Exhibit "B" or pursuant to such other detail as is reasonably approved by Company. Easements provided for the installation of the Main Extension hereinafter described in favor of the Company shall be exclusive to the Company, its successors and assigns, as regards water service. Developer may grant non-exclusive easements at Developer's discretion in the future, to electric, cable, phone or communication service providers as well as the trustees or homeowners association of the Property and Camden County, provided that no such easements granted subsequent to the initial installation of the water lines shall be placed so as to unreasonably impede Company's future excavation of water lines for maintenance, repair or replacement purposes.

F. Fire Hydrants

If required by appropriate authorities (e.g., a fire protection district) at the time of the construction of the Main Extension, Developer shall place fire hydrants along the Main Extension in accordance with the specifications of that authority. Such fire hydrants shall be conveyed to Company, and become the responsibility of Company, in the same manner as the rest of the Main Extension.

ARTICLE II

INSTALLATION OF SANITARY SEWERS AND APPURTENANCES

A. Construction and Plan Approval

Developer shall construct those certain sanitary sewers, force mains, pump stations, and appurtenant facilities in accordance with those plans and specifications prepared by Harms, Inc., as delineated on the Improvement Plans attached hereto as Exhibit "B", and the Company hereby approves said Improvement Plans. Company shall have final authority to determine the standards applicable to and composition of the facilities to be installed to the extent they are not shown on the Improvement Plans.

B. Company Inspections

Developer shall cause its contract with its independent contractor to provide that Developer or its independent contractor shall notify the Company and its designated Inspector, as hereinafter set forth, of the times and places of construction of the Sewer Extension, in a time and manner sufficiently in advance of construction (at least 48 hours, not including weekends or holidays) to allow Company or Inspector or both to make inspection prior to the covering up of the trench. Notice to Company is to be as provided in Article IV.D. The Company shall as it deems necessary inspect the installation of said Sewer Extension. Company or its Inspector shall have the right to require the independent contractor to delay a particularly scheduled installation for no more than one business day if Company or Inspector, due to a scheduling conflict, cannot be at the site at the time notified. In lieu of the requirement for Developer to contribute the estimated costs of inspection, all costs incurred by the Inspector for providing such inspections shall be timely invoiced to the Company, attention Douglas I. Bowden. After review of such invoices by Company, they shall be transmitted to Developer. Developer hereby agrees to pay the Inspector's invoices. Provided Developer or its independent contractor has so notified the Company and its Inspector of the time and place of construction activity in the manner provided herein, Company's failure to inspect the construction of the particular portion of said Sewer Extension shall allow Developer to proceed, and shall not allow Company to refuse to accept the conveyance by Developer to Company of the particular portion of the Sewer Extension. In the event Company fails to so inspect, Company shall have the right to require Developer's engineer to certify that the particular portion of the Sewer Extension was constructed properly and in accordance with the Improvement Plans.

C. Trunk Sewer Line

A pressurized sewer force main delineated on Exhibit "B" as the "Trunk Line" is being constructed to carry sanitary sewage from the Property to the Company's temporary lagoon located at the site of the future treatment plant. This Trunk Line being approximately _____ feet (6125') in length traverses and will serve future sanitary sewer needs throughout the

Company's service boundaries as presently constituted. It is hereby agreed that said Trunk Line is not for the sole benefit of the Developer or the Property, and that in order to serve other customers of Company, said Trunk Line requires the use of larger pipe sizes or other aspects or improvements to properly function in a capacity beyond just service to Developer's Property. The portions of the Trunk Line which are engineered to be in excess of Developer's anticipated needs are set forth on Exhibit "B-1." The Company shall be responsible for all the costs as itemized on Exhibit B-1. It is further agreed that to the extent the PSC rules allow payments by the Company to the Developer for the cost of the Trunk Line and appurtenances thereto, that all such payments shall be made by the Company to the Developer in accordance with such rules. For those portions of the Trunk Line and appurtenances thereto to be installed north and east of the intersection of Route MM-40 (previously known as Shawnee Bend Road) and Highway MM, previously referred to as Route 42, along such route to the location of the temporary lagoon and future treatment plant, the Company hereby agrees to provide or cause to be provided, at no additional cost to Developer, any easements required by the Company for installation of the Trunk Line. Company intends to obtain such easements by the form shown on attached Exhibit D.

D. Conveyance of Sewer Extension

Upon completion of the Sewer Extension (including the Trunk Line), Developer shall so notify Company and provide Company with as-built drawings, copies of invoices for all materials used in construction, lien waivers from all contractors and suppliers, results of pressure tests, and any other pertinent documents or material in the possession of Developer or Developer's independent contractor to enable Company to properly own, operate and maintain the facilities in perpetuity. Developer shall also provide a certification that all sewer mains and other facilities are located within the easements. Company shall within thirty (30) days thereafter make or cause to be made any final inspections and detail any deficiencies it feels exists in the work actually completed and deliver written notice of any deficiencies certified by the Inspector as such to Developer. Unless otherwise agreed to in writing between Company and Developer, such deficiencies shall be remedied within forty-

five (45) working days. If not remedied within such time, and if there are actual or potential customers who are either not receiving service or are receiving less than adequate service as a result thereof, then commencing on the forty-sixth (46th) working day liquidated damages in the amount of five hundred dollars (\$500.00) per day shall be payable from Developer to Company. In the event of Developer's continued failure to remedy the deficiencies, Company shall also have the option, in addition to the liquidated damages, to make the necessary repairs itself and bill Developer for same. Company may refuse to accept the facilities from Developer until the bill has been paid in full along with all liquidated damages. Upon the completion of any such deficiencies, Developer shall convey to Company by an appropriate instrument of conveyance in a form satisfactory to Company, title to all force mains, pressure and gravity sewers, manholes, pump stations and appurtenances constructed in connection with this Sewer Extension. Title to all real estate and real property interests to be conveyed shall be marketable, insurable, and free of any encumbrances. From and after the acceptance of the facilities by Company, the sewer mains and appurtenances shall be the property and the responsibility of the Company.

E. Use of Sewer Trench

Company hereby acknowledges and agrees that Developer may, at the time the trench is initially dug for the sewer mains and not thereafter, place conduits, pipes, wires, cables and other materials of a similar nature to provide for the installation of electric service and lines, telephone or communications lines, wires or cables, and cable television or data services in the same trench as that used for the installation of the Sewer Extension, provided that the non-sewer facilities each terminate in a pedestal or subsurface box outside of the sewer trench so that those other service providers will not have to subsequently excavate in the sewer trench to make connections to their facilities. Water and sewer facilities shall not be permitted in the same trench, except for crossings. Such installations shall be generally as detailed on Exhibit "B" or pursuant to such other detail as is reasonably approved by Company. Easements provided for the installation of the Sewer Extension hereinafter described in favor of the Company shall be exclusive to the Company, its successors and

assigns, as regards sewer service. Developer may grant non-exclusive easements at Developer's discretion in the future, to electric, cable, phone or communication service providers as well as the trustees or homeowners association of the Property and Camden County, provided that no such easements granted subsequent to the initial installation of the sewer lines shall be placed so as to unreasonably impede Company's future excavation of sewer lines for maintenance, repair or replacement purposes.

ARTICLE III ROAD CROSSINGS

- A. Scope of Agreement on Road Crossings. In consideration of the facts that Developer will be creating trenches for water and sewer lines across the anticipated road locations in the Property, that the Developer will be installing mains and other appurtenances pursuant to this Agreement along and across such roads, that installing the necessary pipes, valves and appurtenances in and adjacent to the road crossings prior to time the roadways are being constructed is more economical and convenient for all parties and the public, and that it is beneficial to Company to acquire reliable and detailed data on the cost of such road crossings in its certificated area for future possible use in PSC proceedings, Company and Developer agree to the following procedures for the installation of necessary pipes, valves and appurtenances in and adjacent to the road crossings and payment for same in connection with the other work to be performed under this Agreement.
- B. Developer to be Independent Contractor for Installations in Road Crossings; Develop Detailed Data. Company hereby hires Developer as an independent contractor to install necessary pipes, valves and appurtenances in and adjacent to all road crossings for Company for future water and sewer service by Company to all platted lots per the plans and specifications in Exhibit B, such work to be performed contemporaneously with the construction of roads and the other work contemplated in Exhibit B. Developer will require its contractors and subcontractors to keep detailed records of the costs involved in making the road crossings. Developer shall provide the Company with detailed information showing

Developer's direct costs in making road crossings and detail rock removal or excavation cost by individual crossing if possible. The work to construct the road crossings shall be provided by Developer and contributed to the Company and shall include but not be limited to the excavation of any trenches including the removal of any rock, the installation of all the necessary pipes and valves in the road right of way and beyond as necessary to reach the ball valve where the meter box will be installed, and similar improvements and appurtenances for both water and sewer service, and the backfilling of the trenches, all in accordance with the Improvement Plans. Construction and plan approval, inspections, and conveyance of the completed lines and appurtenances and the terms and conditions and restrictions for the mains and appurtenances used in the road crossings shall all be as provided for the water mains in Article I hereof and the sewer mains in Article II hereof, except for the payment provisions which are set out below.

C. Payment to Developer for Installations in Road Crossings.

As compensation for the pipe, valves and appurtenances in the necessary road crossings, the Company agrees to pay Developer a total of Three Hundred Seventy-Five Dollars (\$375.00) for each customer which is permanently connected to both the water and sewer system. Payment of that amount shall be due thirty (30) days after the later of all of the following: (a) application has been made for water and sewer service at a specific lot where service has been stubbed out to the lot line by Developer in advance; (b) payment has been made to Company for all charges required by Company's tariff for connection to the system and (c) the applicant for service has become a paying customer of the water and sewer system. In the event the customer only connects for water service, the \$375.00 payment shall be reduced to \$225.00. In the event the customer only connects for sewer service, the \$375.00 payment shall be reduced to \$150.00. If no customer applies for and receives service at a particular lot for which the Developer has provided a road crossing during the term of this agreement, then the Developer understands the Company is under no obligation to reimburse the Developer for its cost for such road crossing.

D. Potential Modification of Payments for Road Crossings.

The Company may take the detailed information on road crossing costs from Developer and make a filing or filings with the PSC seeking to change the current connection charges of \$610.00 for water service and \$280.00 for sewer service on Shawnee Bend. To the extent that the PSC allows changes in the \$610.00 and \$280.00 fees which are directly attributable to the inclusion of costs for road crossings, the Company and Developer agree to change the \$375.00 amount in Article III.C. by the same percentage that the new connection fee bears to the \$610.00 and \$280.00 current connection fees, for all new connections made after such change is authorized by the PSC.

ARTICLE IV

OTHER CONDITIONS AND AGREEMENTS

A. Easements

Developer shall convey or cause to be conveyed exclusive (i.e., exclusive to the Company, its successors or assigns, as to the provision of water and sewer service) easements for the construction, reconstruction, repair, and maintenance of the improvements to be installed in connection with the Main Extension and the Sewer Extension substantially in the form of Exhibit "C" attached hereto. Any such easement shall be a covenant running with the Property for the benefit of the Company in perpetuity. Developer shall cause its independent contractor to ensure that the facilities are constructed within the boundaries of said easements. In the event it is subsequently determined that facilities constructed by Developer are not located within such easements, Developer agrees, at its sole expense, to timely execute and deliver to Company additional easements to remedy the situation. In the event Developer fails or is otherwise unable to obtain such easements, and Company is required to obtain such easements either by condemnation or otherwise, Developer agrees to indemnify Company for all such expenses.

B. Appointment of Inspector

The Company hereby appoints Harms, Inc. to make inspections on behalf of the Company

of the construction of the improvements contemplated in this Agreement (the "Inspector"). All communications to the Inspector shall be directed to Mr. Gerard J. Harms, c/o Harms, Inc., Post Office Box 52, Eldon, Missouri 65026 (Telephone 573/392-3312 and Facsimile 573/392-6943). The Company shall have the right, upon three (3) business day's notice to Developer and to Inspector, to appoint a qualified replacement Inspector.

C. Liability Insurance

The Developer shall provide adequate protection against public liability, property damage, and vehicular liability and shall carry throughout the period of construction of the Main Extension and Sewer Extension public liability and property damage insurance, which insurance shall be in an amount not less than Two Million and 00/100 Dollars (\$2,000,000.00) for bodily injury including accidental death to any one occurrence, property damage insurance in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate, and vehicular liability insurance in an amount not less than Five Hundred Thousand and 00/100 (\$500,000.00) for any one person or One Million and 00/100 (\$1,000,000.00) per occurrence. Developer shall furnish to Company not less than five (5) days prior to the date construction begins evidence of such insurance by Developer and Independent Contractor which shall show that the insurance is in full force and effect and fully paid. Each evidence of insurance shall contain a provision to the effect that such insurance may not be canceled except upon thirty day's prior written notice to Developer and Company. Developer shall further cause its contractors to procure and maintain during the period of construction of the Main Extension and Sewer Extension public liability, property damage, vehicular damage insurance in at least the amounts specified above, and Worker's Compensation insurance as required by law. Developer shall take the steps necessary to have Company listed as an additional insured on all policies involved with this Agreement. Developer expressly agrees to comply with all provisions of the Worker's Compensation laws of the State of Missouri.

D. Notice

Any notices provided for in this Agreement shall be delivered personally, by delivery service or otherwise, by overnight carrier such as Federal Express, by facsimile transmission, or by United States certified or registered mail, postage pre-paid, return receipt requested, as follows:

To Company: Four Seasons Water & Sewer Company
c/o Four Seasons Construction Office
State Road HH
Post Office Box 608
Lake Ozark, Missouri 65049
Attn: Douglas I. Bowden
Facsimile: 573/365-8456

with a copy to: David F. Marano
Four Seasons Group
State Road HH
Post Office Box 733
Lake Ozark, Missouri 65049
Facsimile: 573/365-8572

To Developer: Shawnee Bend Development Co. L.L.C.
c/o Perkinson Realty Group, Inc.
3301 Rider Trail South, Suite #150
Earth City, Missouri 63045
Attn: J. Dale Perkinson
Facsimile: 314/770-0600

with a copy to: Thomas H. Biggs
2330 Timberview Road
St. Louis, Missouri 63122
Facsimile: 314/821/0875

or at such other address or facsimile number as any party may designate in writing to the other from time to time. Said notices shall be deemed given when received, or if given by mail shall be deemed given when received or forty-eight (48) hours after being duly deposited in the United States mail aforesaid.

E. Refunds and Recoupments

The Company shall provide reimbursement payments to Developer pertaining to the subject

matter of this Agreement in the manner required by the PSC rules, as the same may change from time to time, and shall not treat Developer any differently in that regard than the Company treats any other similarly situated developer.

F. Disputes

In the event of a dispute between the parties with respect to this Agreement, which the parties have negotiated in good faith to an impasse, the parties agree to submit the dispute to the Water and Sewer Department of the PSC for informal and non-binding mediation. If no resolution is produced by such informal mediation, the parties agree to submit such controversy to the PSC with the commissioners to act as arbitrators under the provisions of section 386.230 RSMo. Each party shall bear its own attorney fees and costs associated with such dispute.

G. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties hereto.

H. Modifications

This Agreement may not be amended, modified or changed except by an instrument in writing executed by both parties hereto.

I. Changes in Work

No changes in the work covered pursuant to this Agreement shall be made without having the prior approval of the Company or its Inspector, which shall not be unreasonably withheld or delayed. Developer, or its independent contractor, may rely upon confirmation of an approved change by the Inspector as may be required from time to time as being deemed an approval by the Company. In no event shall the Company be obligated to incur any costs or expense associated with any such change.

J. Warranty

Developer shall warrant all facilities constructed or installed under this agreement to be free of defects and suitable for their intended purpose for a period of three (3) years from and after the date of the conveyance to Company. If Developer's independent contractor utilizes materials which have a manufacturer's warranty greater than three (3) years, Developer shall provide for such extended warranty to run to the benefit of Company. Any repairs or replacements during the three (3) year warranty period which stem from defects arising from the facilities or the installation of the facilities shall be performed by Company at Developer's expense.

K. Conflict With PSC Rules

With the exception of the provision on payment of the Inspector's fees, nothing in this Agreement is intended to conflict with the PSC rules. If such a conflict later becomes apparent, the PSC rules shall control.

L. Term

The term of this Agreement shall be fifteen (15) years from the date first above written.

M. Force Majeure. Neither party shall be liable for, or be considered to be in breach of or default under this Agreement on account of any delay or failure to perform as required by this Agreement as a result of any cause or condition which is beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence (including, but not limited to, any fire, casualty or act of God; act, delay or failure to act by any governmental authority; strike or labor dispute; or damage to or destruction of any equipment, facilities or other property). Any party claiming the benefit of this paragraph shall promptly notify the other of the cause or condition within the purview of this paragraph and an estimate of the time such condition is expected to persist. In the event of a delay in performance due to any such cause, the time for performance shall be extended as reasonably necessary to overcome the effect of the delay. This paragraph shall not apply to payment of any monetary obligation specified in this Agreement.

- N. Independent Contractor. Developer and Company shall be independent contractors with respect to this Agreement. Neither party shall be deemed to be an agent, representative or employee of the other, nor shall Developer and Company be regarded as engaging in a partnership or joint venture.
- O. Audit Rights. Either party shall have the right at all reasonable times during any working day, and subject to providing prior written notice, to review and audit at its expense the books and records of the other party to the extent reasonably necessary to verify adequate performance under the Agreement and to verify invoices and statements pertinent to the Agreement.
- P. Authority. Company and Developer each hereby represent and warrant that they are authorized to execute this Agreement and that this Agreement represents a valid and binding agreement between Company and Developer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

NOTICE: THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

FOUR SEASONS WATER &
SEWER COMPANY

By: 
Peter N. Brown, President

Attest: 

Secretary

(Corporate seal)

SHAWNEE BEND DEVELOPMENT CO. L.L.C.


By: 
Lawrence R. Chapman, Jr.
Authorized Agent

Exhibit "A"

(consisting of 4 pages)

STONEBRIDGE VILLAGE of THE VILLAGES at SHAWNEE BEND

A tract of land situated in and being a part of Section 3 and Section 4, T 39 N, R 16 W, Camden County, MO and being a part of a tract of land described by Deed recorded at Book 311, Page 227 of the Records of Camden County, MO; said tract being more particularly described as follows:

Commencing at the NW Corner of Lot 21 of Section 4, T 39 N, R 16 W; thence S 87° 52' 54" E, along the Northerly Line of said Lot 21, 2088.29 feet; thence leaving said Northerly Line, S 02° 07' 09" W, 254.18 feet to a point on the Southerly R.O.W. Line of Missouri Route 42, 270.00 feet right of Centerline Station 26 + 91.53 of said Missouri Route 42; thence along said Southerly R.O.W. Line along the following courses: thence N 30° 21' 39" E, 250.44 feet to a point 170.00 feet right of Centerline Station 30 + 00.00; thence N 50° 37' 08" E, 130.58 feet to a point 130.00 feet right of Centerline Station 31 + 50.00; thence S 86° 43' 24" E, 170.31 feet to a point 170.00 feet right of Centerline Station 33 + 50.00; thence S 60° 30' 39" E, 56.58 feet to a point 199.34 feet right of Centerline Station 34 + 11.22; thence S 87° 13' 06" E, 60.00 feet to a point 199.34 feet right of Centerline Station 34 + 88.78; thence N 52° 09' 36" E, 69.58 feet to a point 150.00 feet right of Centerline Station 35 + 50.00; thence S 78° 25' 23" E, 203.98 feet to a point 130.00 feet right of Centerline Station 37 + 92.11; thence S 56° 54' 11" E, 185.10 feet to a point 141.81 feet right of Centerline Station 39 + 52.11 feet; thence S 56° 54' 11" E, 841.97 feet to a point 165.00 feet right of Centerline Station 48 + 33.77; thence S 67° 09' 48" E, 216.90 feet to a point 140.00 feet right of Centerline Station 50 + 33.77; thence S 63° 25' 40" E, 315.14 feet to a point 190.00 feet right of Centerline Station 53 + 00.00; thence S 87° 36' 18" E, 179.20 feet to a point 181.69 feet right of Centerline Station 54 + 50.00; thence S 79° 06' 05" E, 197.00 feet; thence along a curve to the left, 86.82 feet, the deflection angle

being $21^{\circ} 32' 30''$, the radius being 230.92 feet to a point 232.93 feet right of Centerline Station $56 + 75.88$; thence along a curve to the left 62.31 feet, the deflection angle being $15^{\circ} 27' 37''$, the radius being 230.92 feet to a point 216.82 feet right of Centerline Station $57 + 24.45$; thence $N 55^{\circ} 31' 43'' E$, 52.16 feet to the point of beginning; thence $N 55^{\circ} 31' 43'' E$, 73.99 feet, to a point 183.00 feet right of Centerline Station $58 + 25.00$; thence $N 65^{\circ} 46' 41'' E$, 179.25 feet to a point 190.00 feet right of Centerline Station $59 + 75.00$ feet; thence $N 45^{\circ} 15' 33'' E$, 443.26 feet to a point 170.00 feet right of Centerline Station $63 + 50.00$; thence $N 27^{\circ} 15' 05'' E$, 181.07 feet to a point 155.14 feet right of Centerline Station $65 + 04.39$; thence $N 60^{\circ} 21' 10'' E$, 110.66 feet; thence along a curve to the left, 141.95 feet, the radius being 246.48 feet, the long chord being $N 43^{\circ} 00' 39'' E$, 140.00 feet, to a point 268.88 feet right of Centerline Station $67 + 04.39$; thence $N 26^{\circ} 30' 44'' E$, 497.90 feet; thence along a curve to the right 112.93 feet, the radius being 244.53 feet, the long chord being $N 39^{\circ} 02' 53'' E$, 111.93 feet to a point 219.49 feet right of Centerline Station $74 + 37.27$; thence $N 03^{\circ} 29' 36'' W$, 85.80 feet to a point 149.66 feet right of Centerline Station $74 + 95.45$; thence $S 52^{\circ} 53' 16'' E$, 84.16 feet to a point 230.62 feet right of Centerline Station $75 + 22.53$; thence $N 72^{\circ} 33' 49'' E$, 256.28 feet to a point 283.73 feet right of Centerline Station $78 + 37.63$; thence $N 72^{\circ} 40' 44'' E$, 60.09 feet to a point 287.03 feet right of Centerline Station $79 + 14.98$; thence $N 72^{\circ} 40' 44'' E$, 225.88 feet to a point 266.52 feet right of Centerline Station $82 + 03.16$; thence $N 72^{\circ} 40' 44'' E$, 125.31 feet; thence along a curve to the left, 62.89 feet, the deflection angle being $10^{\circ} 27' 20''$, the radius being 344.61 feet to a point 213.87 feet right of Centerline Station $84 + 03.16$; thence $N 62^{\circ} 13' 25'' E$, 52.35 feet to a point 190.50 feet right of Centerline Station $84 + 50.00$; thence $N 88^{\circ} 16' 50'' E$, 163.42 feet; thence leaving said R.O.W. Line $S 02^{\circ} 40' 41'' W$, 467.11 feet; thence $S 54^{\circ} 51' 45'' W$, 1217.97 feet; thence $S 34^{\circ} 16' 19'' E$, 390.48 feet; thence $S 12^{\circ} 46' 06'' E$, 218.40 feet; thence $S 06^{\circ} 25' 12'' E$, 180.82 feet to a point on a Closure Line along the approximate 662 Contour Line; thence along said Closure Line along the following courses:

S 05° 51' 20" E, 84.20 feet; thence	S 01° 46' 50" E, 64.37 feet; thence
S 09° 28' 09" W, 52.46 feet; thence	S 54° 54' 32" W, 90.05 feet; thence
S 63° 11' 03" W, 70.09 feet; thence	S 78° 10' 20" W, 42.97 feet; thence
S 82° 53' 34" W, 107.99 feet; thence	S 20° 10' 09" E, 52.47 feet; thence
S 40° 54' 41" W, 41.98 feet; thence	S 88° 51' 33" E, 33.09 feet; thence
S 76° 01' 21" E, 32.95 feet; thence	S 38° 07' 02" E, 82.15 feet; thence
S 37° 11' 21" E, 60.87 feet; thence	S 15° 28' 36" E, 45.05 feet; thence
S 10° 35' 11" E, 43.06 feet; thence	S 05° 57' 28" W, 58.57 feet; thence
S 11° 07' 03" W, 53.88 feet; thence	S 27° 27' 04" W, 75.73 feet; thence
S 02° 52' 45" W, 95.59 feet; thence	S 07° 25' 37" W, 46.88 feet; thence
S 15° 29' 26" W, 117.65 feet; thence	S 01° 31' 03" W, 68.74 feet; thence
S 03° 48' 17" E, 100.06 feet; thence	S 17° 04' 42" E, 74.88 feet; thence
S 13° 05' 21" E, 117.23 feet; thence	S 01° 28' 51" E, 138.50 feet; thence
S 00° 20' 14" E, 61.07 feet; thence	S 28° 39' 01" W, 88.51 feet; thence
S 60° 59' 41" W, 47.09 feet; thence	S 60° 33' 43" W, 40.36 feet; thence
S 84° 23' 56" W, 43.96 feet; thence	S 15° 48' 45" W, 28.00 feet; thence
S 18° 45' 15" E, 61.37 feet; thence	S 02° 27' 46" W, 47.25 feet; thence
S 13° 11' 26" W, 198.00 feet; thence	S 28° 40' 32" W, 71.54 feet; thence
N 53° 02' 10" W, 61.25 feet; thence	N 89° 47' 15" W, 76.93 feet; thence
N 13° 49' 42" W, 38.07 feet; thence	N 78° 14' 22" W, 26.83 feet; thence
N 55° 14' 26" W, 58.63 feet; thence	N 84° 44' 30" W, 38.04 feet; thence
S 68° 25' 12" W, 20.46 feet; thence	S 83° 20' 45" W, 36.24 feet; thence
N 61° 30' 23" W, 26.24 feet; thence	N 37° 20' 35" W, 19.22 feet; thence
N 21° 49' 20" E, 8.34 feet; thence	N 68° 24' 55" W, 22.06 feet; thence
N 72° 47' 37" W, 36.47 feet; thence	S 71° 26' 14" W, 39.73 feet; thence
S 74° 09' 34" W, 51.85 feet; thence	N 89° 54' 59" W, 71.42 feet; thence
N 10° 50' 03" W, 61.98 feet; thence	N 06° 09' 18" E, 45.52 feet; thence
N 12° 35' 13" W, 32.99 feet; thence	N 34° 13' 18" W, 62.27 feet; thence
N 51° 46' 25" W, 31.87 feet; thence	N 29° 09' 11" W, 42.49 feet; thence
N 13° 06' 12" W, 44.51 feet; thence	N 05° 43' 25" E, 101.08 feet; thence

N 00° 25' 47" W, 81.25 feet; thence N 15° 00' 26" W, 37.38 feet; thence
N 11° 24' 19" E, 69.74 feet; thence N 17° 33' 32" W, 14.92 feet; thence
N 43° 08' 50" W, 44.06 feet; thence N 32° 26' 32" W, 62.88 feet; thence
N 05° 24' 50" W, 90.19 feet; thence N 08° 18' 17" E, 66.81 feet; thence
N 18° 27' 31" E, 74.35 feet; thence N 31° 53' 55" E, 41.10 feet; thence
S 73° 41' 24" W, 67.87 feet; thence S 83° 11' 11" W, 49.34 feet; thence
N 79° 43' 40" W, 24.04 feet; thence N 42° 42' 25" W, 47.64 feet; thence
N 26° 41' 26" W, 55.21 feet; thence N 22° 03' 27" W, 57.94 feet; thence
N 12° 30' 29" W, 48.20 feet; thence N 18° 16' 50" W, 40.46 feet; thence
N 12° 07' 17" W, 42.43 feet; thence N 02° 19' 27" W, 40.44 feet; thence
N 09° 31' 17" W, 23.15 feet; thence N 05° 15' 52" W, 66.59 feet; thence
N 10° 42' 12" E, 24.71 feet; thence N 44° 56' 17" W, 51.52 feet; thence leaving
said Closure Line N 00° 05' 52" W, 907.04 feet to the point of beginning.

Containing 3663418.72 Sq. Ft. or 84.10 Acres.

Subject to all easements and restrictions of record.

HARMS, INC.

97-3629-E

10/24/97

jer

Exhibit "B"

(Improvement Plans)

Harms pp 1 thru 10 + 10A

Job 97-3629G-E
97-3629R-E

Jan 6, 98
Rev Apr 7, 98

Exhibit C: FORM OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of ten dollars to the undersigned paid, the receipt of which is hereby acknowledged, the undersigned

("Grantor") herein, do(es) hereby grant, bargain, sell and convey to Four Seasons Water & Sewer Company ("Grantee"), a Missouri corporation, and to its successors and assigns, the perpetual and non-exclusive easement and right of way with the exclusive right to construct, maintain, repair, lay, remove, relay, and operate water and sewer pipe lines and appurtenances thereto forever on, over, across, through and under the hereinafter described lands owned by Grantor situated in the County of Camden, State of Missouri, described as follows:

(Legal description)

said lines to be located on the premises as follows:

(Centerline description or description showing width of easement)

together with the right of ingress and egress over lands of Grantor(s) for the purpose of repairing, renewing, replacing, or otherwise attending to said lines and facilities and for doing anything necessary or appropriate for the enjoyment of the easement herein granted.

Grantor shall retain the right to enjoy and use the above-described premises provided such use shall not interfere with or disrupt the installation, operation, maintenance, repair or replacement of Grantee's facilities. No buildings, structures or other obstructions shall be created, built, or otherwise constructed or placed over any underground facilities of Grantee; neither shall any of the earth cover over said facilities be removed or added to. It shall be permissible for roads, driveways, and sidewalks ("pavement") to be constructed in a manner that crosses said facilities but it shall not be permissible for such pavement to be constructed linearly over the length of the facilities so that they are covered with asphalt, concrete, or other materials to make excavation for repair difficult.

Grantee recognizes that other underground utilities may share the lands described herein and Grantee shall not have the right to remove, alter or otherwise disturb such other utilities without cooperation and coordination with the owner of such other utilities. Further, Grantee agrees that it shall restore any damage or disturbance to the lands caused by Grantee as nearly as practicable to the conditions existing prior to Grantee performing any work within this easement.

The undersigned warrant and will defend the title to said easement during its existence against all parties whomsoever. The consideration first above recited is being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and are binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

Signature of Grantor

Appropriate Form of Acknowledgment

Exhibit D: Form of Agreement for Provision of Easements

WHEREAS, Four Seasons Water & Sewer Company, a Missouri corporation, is in the business of providing water and sewer service on Shawnee Bend in Camden County, Missouri, and

WHEREAS, Four Seasons Lakesites, Inc., a Missouri corporation, is a subdivision developer whose needs include the provision of water and sewer service to lots on Shawnee Bend, Camden County, Missouri, and

WHEREAS, Four Seasons Land Holding Company, Inc., a Missouri corporation, owns in fee simple certain undeveloped parcels on Shawnee Bend which will need water and sewer service,

NOW THEREFORE, THE UNDERSIGNED PARTIES AGREE AS FOLLOWS:

1. For the sum of one dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Four Seasons Lakesites, Inc. or Four Seasons Land Holding Company, Inc. as may be appropriate, agrees to grant to Four Seasons Water & Sewer Company perpetual permanent easements, in form satisfactory to Four Seasons Water & Sewer Company, for the placement of water and sewer lines as may be needed to facilitate provision of water and sewer service for any area contained on Exhibit B to the agreement dated _____ between Four Seasons Water & Sewer Company and Shawnee Bend Development Company L.L.C., and in particular for a "Trunk Line" along Route 42.

2. The costs of preparing descriptions and instruments of conveyance and recording of same shall be borne by Four Seasons Lakesites, Inc. or Four Seasons Land Holding Company, Inc. as may be appropriate, as consideration for the perpetual repair and maintenance of the water and sewer facilities located within the easements.

Four Seasons Lakesites, Inc.

By: _____

Four Seasons Land Holding Company, Inc.

By: _____

Four Seasons Water & Sewer Company

By: _____

2
WOODHAVEN
WOODHAVEN ADDITION

**AGREEMENT REGARDING THE INSTALLATION OF
WATER MAINS, SANITARY SEWERS, AND APPURTENANCES,
AND ROAD CROSSINGS**

This Agreement regarding the installation of water mains and appurtenances, sanitary sewers and appurtenances and road crossings (the "Agreement") is hereby made and entered into as of August 3, 1998, by and between Four Seasons Water & Sewer Company ("Company") and Shawnee Bend Development Co. L.L.C. ("Developer") for the construction by Developer and inspection and subsequent acceptance by Company of certain water mains ("Main Extension") and sanitary sewers and appurtenances (the "Sewer Extension") and road crossings to be installed in the development to be known as THE VILLAGES at Shawnee Bend, further described on Exhibit A hereto (the "Property") by an independent contractor engaged by Developer.

WITNESSETH:

WHEREAS, the Company has been authorized by the Missouri Public Service Commission ("PSC") to provide water and sewer services within the area of the Lake of the Ozarks known as Shawnee Bend which includes the Property, and;

WHEREAS, such water and sewer services to be provided by the Company are governed by the Company's PSC-approved tariff consisting of rate schedules and rules and regulations governing the provision of water and sewer service (individually "PSC Water Rules" and "PSC Sewer Rules" and collectively "PSC rules") initially effective July 11, 1997, and as the same may be changed from time to time pursuant to law, and;

WHEREAS, the PSC Rules provide that the Developer may install extensions of water facilities and sewer facilities using independent contractors provided Developer and Company enter into a contract regarding the installation of such facilities, and;

WHEREAS, the Developer and Company desire to enter into such a contract to provide for the extension of water and sewer facilities.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and Company agree as follows:

ARTICLE I

INSTALLATION OF WATER MAINS AND APPURTENANCES

A. Construction and Plan Approval

Developer shall construct those certain water mains and appurtenant facilities in accordance with those plans and specifications prepared by Harms, Inc., as delineated on Exhibit "B" attached hereto (hereinafter the "Improvement Plans"). Company shall have final authority to determine the standards applicable to and composition of the mains and other facilities to be installed to the extent they are not identified on the Improvement Plans. The Company hereby approves said Improvement Plans.

B. Company Inspections

Developer shall cause its contract with its independent contractor to provide that Developer or its independent contractor shall notify the Company and its designated Inspector at least weekly, as hereinafter set forth, of the times and places of construction of the Main Extension, in a time and manner sufficiently in advance of construction (at least 48 hours, not including weekends or holidays) to allow Company or Inspector or both to make inspection prior to the covering up of the trench. Notice to Company is to be as provided in Article IV.D. The Company shall as it deems necessary inspect the installation of said Main Extension. Company or its Inspector shall have the right to require the independent contractor to delay a particularly scheduled installation for no greater than one business day if Company or Inspector cannot, due to a scheduling conflict, be at the construction site at the time notified. In lieu of the requirement for Developer to contribute the estimated costs of inspection, all costs incurred by the Inspector for providing such inspections shall be timely invoiced to the Company, attention Douglas I. Bowden. After review of such invoices by Company, they shall be transmitted to Developer. Developer hereby agrees to pay the Inspector's invoices. Provided Developer or its independent contractor has so notified the Company and its Inspector of the time and place of construction activity in the manner provided herein, Company's failure to inspect the construction of the particular portion of said Main Extension shall allow Developer to proceed, and shall not allow Company to

refuse to accept the conveyance by Developer to Company of the particular portion of the Main Extension. In the event Company fails to so inspect, Company shall have the right to require Developer's engineer to certify that the particular portion of the Main Extension was constructed properly and in accordance with the Improvement Plans.

C. Conveyance of Main Extension

Upon completion of the Main Extension, Developer shall so notify Company and provide Company with as-built drawings, copies of invoices for all materials used in construction, lien waivers from all contractors and suppliers, proof that the mains are chemically and bacteriologically clean to the extent that they meet applicable Missouri public drinking water standards, and any other pertinent documents or material in the possession of Developer or Developer's independent contractor to enable Company to properly own, operate and maintain the facilities in perpetuity. Developer shall also provide a certification that all mains and other facilities are located within the easements. Company shall within thirty (30) days thereafter make or cause to be made any final inspections and detail any deficiencies it feels exists in the work actually completed and deliver written notice of any deficiencies certified by the Inspector as such to Developer. Unless otherwise agreed to in writing between Company and Developer, such deficiencies shall be remedied within forty-five (45) working days. If not remedied within such time, and if there are actual or potential customers who are either not receiving service or are receiving less than adequate service as a result thereof, then commencing on the forty-sixth (46th) working day liquidated damages in the amount of five hundred dollars (\$500.00) per day shall be payable from Developer to Company. In the event of Developer's continued failure to remedy the deficiencies, Company shall also have the option, in addition to the liquidated damages, to make the necessary repairs itself and bill Developer for same. Company may refuse to accept the facilities from Developer until the bill has been paid in full along with all liquidated damages. Upon the completion of any such deficiencies, Developer shall convey to Company by an appropriate instrument of conveyance in a form satisfactory to Company, title to all water mains and appurtenances constructed in connection with this Main

Extension. Title to all real estate and real property interests to be conveyed shall be marketable, insurable, and free of any encumbrances. From and after the acceptance of the facilities by Company, the water mains and appurtenances shall be the property and the responsibility of the Company.

D. Use of Water Main Trench

Company hereby acknowledges and agrees that Developer may, at the time the trench is initially dug for the water mains and not thereafter, place conduits, pipes, wires, cables and other materials of a similar nature to provide for the installation of electric service and lines, telephone or communications lines, wires or cables, and cable television or data services in the same trench as that used for the installation of the Main Extension, provided that the non-water facilities each terminate in a pedestal or subsurface box outside of the water trench so that those other service providers will not have to subsequently excavate in the water trench to make connections to their facilities. Water and sewer facilities shall not be permitted in the same trench, except for crossings. Such installations shall be generally as detailed on Exhibit "B" or pursuant to such other detail as is reasonably approved by Company. Easements provided for the installation of the Main Extension hereinafter described in favor of the Company shall be exclusive to the Company, its successors and assigns, as regards water service. Developer may grant non-exclusive easements at Developer's discretion in the future, to electric, cable, phone or communication service providers as well as the trustees or homeowners association of the Property and Camden County, provided that no such easements granted subsequent to the initial installation of the water lines shall be placed so as to unreasonably impede Company's future excavation of water lines for maintenance, repair or replacement purposes.

E. Fire Hydrants

If required by appropriate authorities (e.g., a fire protection district) at the time of the construction of the Main Extension, Developer shall place fire hydrants along the Main Extension in accordance with the specifications of that authority. Such fire hydrants shall

EXHIBIT B-1

The following schedule sets forth the portions of the Trunk Sewer Line which are engineered in excess of the Developer's anticipated needs for the benefit of the Company:

Total lineal feet (l.f.) of 6" trunk sewer = 4,450 feet

A. Cost of 6" pressure sewer	= \$10.72 per l.f.
Less cost of 4" pressure sewer	= <u>6.39 per l.f.</u>
Net differential	= 4.33 per l.f.
Total l.f. of 6"	= <u>4,450 feet</u>
Total excess cost of 6" vs. 4"	= \$19,268.50

Total lineal feet (l.f.) of 8" trunk sewer = 1,675 feet

B. Cost of 8" pressure sewer	= \$12.17 per l.f.
Less cost of 4" pressure sewer	= <u>6.39 per l.f.</u>
Net differential	= \$ 5.78 per l.f.
Total l.f. of 8"	= <u>1,675 feet</u>
Total excess cost of 8" vs. 4"	= <u>\$ 9,681.50</u>

Total excess sewer cost for additional pressure sewer sized to accommodate future development and connections to the trunk sewer line = \$28,950.00

FORM NO. 13 P.S.C. MO. NO. 1 First (Original) Sheet No. A
(Revised)
CANCELING P.S.C. MO. NO. 1 (Original) Sheet No. A
(Revised)

Lake Region Water & Sewer Co. For Missouri Service Areas
Name of Issuing Corporation Community, Town or City

Missouri Public
Service Commission

~~WATER SERVICE~~

RECD APR 16 1999

ADOPTION NOTICE

Lake Region Water & Sewer Co. hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all tariffs, schedules, rules, notices or other instruments filed with the Missouri Public Service Commission prior to May 16, 1999, and currently in effect, by Four Seasons Water & Sewer Co.

This adoption notice is filed to reflect the change of corporate name from Four Seasons Water & Sewer Co. to Lake Region Water & Sewer Co., such change having been made effective on March 18, 1999.

Missouri Public
Service Commission

FILED MAY 16 1999

DATE OF ISSUE April 16, 1999 DATE EFFECTIVE May 16, 1999

ISSUED BY Roy Slates President P. O. Box 608 Lake Ozark, MO 65049
Name of Officer Title Address

EXHIBIT

4

CANCELLING P.S.C.MO.: _____

RECEIVEDFOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

JUL 2 1997

Rules Governing Rendering of
Water ServiceMISSOURI
Public Service Commissioner**INDEX**Sheet No.

1	Index
2	Legal Description of Service Area
3	Map of Service Area
4-6	Schedule of Rates
7	Schedule of Service Charges

Rule No.

8-9	1. Definitions
10	2. General Rules and Regulations
11	3. Company Employees and Customer Relations
12	4. Applications for Service
13-15	5. Inside Piping and Customer Water Service Lines
16	6. Improper or Excessive Use
17-19	7. Discontinuance of Service by Company
20	8. Termination of Water Service at Customer's Request
21	9. Interruptions in Service
22-24	10. Bills for Service
25-26	11. Meters and Meter Installations
27	12. Meter Tests and Test Fees
28	13. Bill Adjustments Based on Meter Tests
29-31	14. Extension of Water Mains

*Indicates new rate or text
+Indicates change**FILED**
JUL 11 1997
95-164
MO PUBLIC SERVICE CO.DATE OF ISSUE July 2, 1997
month day yearDATE EFFECTIVE July 11, 1997
month day year

ISSUED BY:

Name of Officer: _____ Title: President Address: P.O. Box 608, Lake Ozark, Missouri 65042Peter N. Brown

FORM NO. 13 P.S.C.M.O.

First Revised 10/1/80 SHEET No. 3

CANCELLING P.S.C.M.O.

Original Sheet No. 3

FOR SEASON

WATER AND SEWER COMPANY

For SHAWNEE BEND SERVICE AREA

Water Supply Corporation

Rules Governing Rendering of
Water Service

LAKE OF THE OZARKS

LAKE OF THE OZARKS

SHAWNEE BEND
POINT OF BEGINNING

DATE OF ISSUE July 22, 1997 DATE EFFECTIVE August 22, 1997

ISSUED BY:

Name of Officer:

Peter N. Brown

Title: President

Address: P.O. Box 608, Lake Ozark, Missouri 65049

FILED

AUG 22 1997

MISSOURI

Public Service Commission

CANCELLING P.S.C.MO.:

Original Sheet No. 2

FOUR SEASONS

WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

RECEIVEDRules Governing Rendering of
Water Service

JUL 10 1997

Legal Description of Service Area

MO. PUBLIC SERVICE COMMISSION

Four Seasons Water and Sewer Company general description for water service area, Shawnee Bend, Camden and Miller Counties, Missouri.

Generally includes all of the Shawnee Bend peninsula east of Section 5, Township 39 North, Range 16 west, excluding the subdivisions of Shawnee Bend No. 3, Shawnee Bend No. 4, and Shawnee Bend No. 5, more particularly described as:

Beginning at the shoreline (662 contour) at the northerly most corner of Lot 1 and 2 of Shawnee Bend No. 5, then following the north line of Lot 1 to the right-of-way of Shawnee Bend Road, then following this right-of-way in an easterly direction to a point adjacent to the northwest corner of Lot 122 Shawnee Bend No. 5, then crossing Shawnee Bend Road to the said corner of Lot 122, then following the westerly line of Lot 122 to the shoreline (662 contour), then follow the shoreline (662 contour) west through Section 3 and Section 4, to a point 1,250 feet east of the west section line of Section 5, Township 39 north, Range 16 west, then leaving the shoreline (662 contour) and going north to the north right-of-way of Shawnee Bend Road (proposed State Route 42), then east along the north right-of-way of Shawnee Bend Road (proposed State Route 42), to the west boundary of Lot 56 Shawnee Bend No. 6 then including only Lots 56, 57, 58, 18, 19 and 1 of Shawnee Bend No. 6, then leaving Shawnee Bend No. 6 along the east boundary of Lot 1 at the shoreline (662 contour), then following the shoreline (662 contour) back to the point of beginning.

FILED

AUG 22 1997

*Indicates new rate or text

+Indicates change

DATE OF ISSUE July 22, 1997

month day year

DATE EFFECTIVE

AUGUST 22, 1997

month day year

ISSUED BY:

Name of Officer:

Peter N. Brown

Title: President

Address: P.O. Box 608, Lake Ozark, Missouri 65049

MISSOURI
Public Service Commission

CANCELLING P.S.C.MO.:

RECEIVED**FOUR SEASONS LAKESITES WATER AND SEWER COMPANY**

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

JUL 2 1997**Rules Governing Rendering of
Water Service****MISSOURI**
Public Service Commission**SCHEDULE OF RATES****RATE SCHEDULE W-1 Residential Service****AVAILABLE:**

This service is available at points on the Company's existing distribution facilities located within the Company's certificated area.

APPLICABLE:

This rate schedule applies to water service supplied at one point of delivery to residential customers for domestic use by the customer or by members of customer's household for nonbusiness, noncommercial or nonindustrial purposes. Such domestic use shall include water which is ultimately used or consumed for household purposes such as bathing, cooking and sanitary uses. Such sales shall include, but not be limited to, water service provided through a single or master meter for residential apartments or condominiums, including service for common areas and facilities and vacant residential units. Sales of water to customers who purchase water for domestic use under this rate schedule shall be classified by the Company as "residential" sales exempt from state sales tax. This tariff is intended to satisfy the provisions of Section 144.030(23) RSMo, by establishing a classification system permitting the sales and purchases of metered water for domestic use under this tariff to be classified as "residential" and exempt from sales tax. Taxes other than state sales taxes may still be applicable to such sales.

The rates for service in this schedule consist of a minimum charge which is payable whether there is any water usage during a month or not.

Minimum Monthly Charges:

5/8" meter (Includes 3,000 gal/month)	\$11.29
3/4" meter (Includes 4,500 gal/month)	\$14.53
1" meter (Includes 7,500 gal/month)	\$21.01
1.5" meter (Includes 15,000 gal/month)	\$37.21
2" meter (Includes 24,000 gal/month)	\$56.65

Commodity Charge - \$2.16 per 1,000 gallons over the minimum prorated to the actual volume of consumption.

FILED**JUL 11 1997**

*Indicates new rate or text

+Indicates change

MO. PUBLIC SERVICE CO.DATE OF ISSUE **July 2, 1997**DATE EFFECTIVE **July 11, 1997**

month day year

month day year

ISSUED BY:

Name of Officer:

Peter N. BrownTitle: **President** Address: **P.O. Box 608, Lake Ozark, Missouri 65049**

CANCELLING P.S.C.MO.: _____

RECEIVED**FOUR SEASONS LAKESITES WATER AND SEWER COMPANY**

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

JUL 2 1997**Rules Governing Rendering of
Water Service****MISSOURI
Public Service Commission****SCHEDULE OF RATES (continued)****RATE SCHEDULE W-2** _____ **Industrial/Commercial****AVAILABILITY:**

This service is available at points to industrial/commercial customers proximate to the Company's distribution facilities within the Company's certificated area.

Minimum Monthly Charges:

5/8" meter (includes 3,000 gal/month)	\$11.29
3/4" meter (includes 4,500 gal/month)	\$14.53
1" meter (includes 7,500 gal/month)	\$21.01
1.5" meter (includes 15,000 gal/month)	\$37.21
2" meter (includes 24,000 gal/month)	\$56.65
4" meter (includes 75,000 gal/month)	\$166.81
6" meter (includes 150,000 gal/month)	\$328.81

Commodity Charge - \$2.16 per 1,000 gallons over minimum prorated to the actual volume of consumption.

FILED**JUL 11 1997****95-164****M.D. PUBLIC SERVICE CO.**

*Indicates new rate or tax

+Indicates change

DATE OF ISSUE July 2, 1997

month day year

DATE EFFECTIVE July 11, 1997

month day year

ISSUED BY:

Name of Officer: _____

Peter N. BrownTitle: President Address: P.O. Box 608 Lake Ozark Missouri 65049

CANCELLING P.S.C.MO.:

FOUR SEASONS LAKESIDES WATER AND SEWER COMPANY

For

RECEIVED
MISSOURI SERVICE AREAS

Name of Issuing Corporation

JUL 2 1997

Rules Governing Rendering of
Water Service

MISSOURI

Public Service Commission

SCHEDULE OF RATES (continued)**SALES, GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:**

There shall be added to the customer's bill as a separate item an amount equal to the proportionate part of any sales, license, occupation, franchise or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by statute, ordinance, franchise or otherwise, in which the fee or tax is based upon a percentage of gross receipts, revenue or income from the provision of service by the company. When such tax or fee is a stated amount, a pro rata portion of such tax or fee shall be included as a separate item on the customer's bill and shall be calculated by applying thereto the same percentage factor as the total annual amount of the tax bears to the gross receipts of the company from the provision of service during the preceding calendar year to customers located within the boundaries of the taxing entity. These tax or fee amounts shall be added to the customer's bill only within the boundaries of the entity imposing the tax or fee. This provision does not apply to the "assessment" rendered by the Public Service Commission to the Company.

FILEDJUL 11 1997
95-162

MO. PUBLIC SERVICE CO.

*Indicates new rate or tax

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DATE OF ISSUE July 2, 1997

month day year

DATE EFFECTIVE July 11, 1997

month day year

ISSUED BY:

Name of Officer:

Peter N. Brown

Title: President

Address: P.O. Box 608, Lake Ozark, Missouri 65049

CANCELLING P.S.C.MO.: _____

RECEIVEDFOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

JUL 2 1997

Rules Governing Rendering of
Water Service**MISSOURI**
Public Service CommissionSCHEDULE OF SERVICE CHARGES**CONNECTION CHARGES:**

All residential customers shall pay a one time connection charge of \$610.00 for the installation of a 5/8" meter setting (meter, ring, lid, pit, check valve, yoke, saddle corp stop, curb stop) and service connection. This fee shall be paid when the customer makes application for service. This charge includes all accessories and inspections as hereinafter referenced.

All non-residential service connections or any connections with a meter size greater than 3/4" shall be charged at the actual cost to the Company in making said connections in accordance with Rules 4 and 14. This fee shall be paid when the Customer makes application for service.

DISCONNECT FOR NON-PAYMENT, SPECIAL REQUEST SERVICE TERMINATION OR RECONNECTION CHARGE:

Upon request of the customer, the company will either terminate or reconnect a water service. The cost for either service during normal working hours of 8:30 A.M. to 4:00 P.M. Monday through Friday excluding holidays, shall be \$31.00 payable in advance. The cost during other than normal working hours shall be \$70.00. Routine request for termination or reconnection which allows the Company five (5) business days lead time will be done at no charge.

LATE PAYMENT CHARGE: \$6.50 per notice per month

May be assessed in accordance with Rule 10.

Applies only when disconnect is mailed.

Only one charge applies to a customer that is billed for water and sewer service on the same bill.

RETURN CHECK CHARGE: \$15.00

May be assessed in accordance with Rule 10.

Only one charge per returned check

METER TESTING CHARGE: \$55.00

May be assessed in accordance with Rule 12

FILEDJUL 11 1997
95-164

MO. PUBLIC SERVICE CO.

*Indicates new rate or tax

*Indicates change

DATE OF ISSUE July 2, 1997

month day year

DATE EFFECTIVE July 11, 1997

month day year

ISSUED BY:

Name of Officer: _____

Peter N. Brown

Title: PresidentAddress: P.O. Box 608, Lake Ozark, Missouri 65049

CANCELLING P.S.C.MO.:

FOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

RECEIVED

JUL 2 1997

Rules Governing Rendering of
Water Service**MISSOURI**
Public Service CommissionRule 1 **DEFINITIONS**

- (a) An "APPLICANT" is a person, firm, corporation, governmental body, or other entity which has applied for service; two or more APPLICANTS may make one application for a main extension.
- (b) The "COMPANY" is Four Seasons Lakesites Water & Sewer Company acting through its officers, managers, or other duly authorized employees or agents.
- (c) A "CUSTOMER" is any person, firm, corporation or governmental body which has contracted with the company for water service or is receiving service from the company, or whose facilities are connected for utilizing such service.
- (d) The "DATE OF CONNECTION" shall be the date of the permit for installation and connection issued by the company. In the event no permit is taken and a connection is made, the date of connection may be the date of commencement of construction of the building upon the property.
- (e) A "DEVELOPER" is any person, firm, corporation, partnership or any entity that, directly or indirectly, holds title to, or sells or leases, or offers to sell or lease, or advertises for sale or lease, any lots in a subdivision.
- (f) "DISCONTINUANCE OF SERVICE" is the intentional cessation of service by the company not requested by the customer.
- (g) The "MAIN" is a pipeline which is owned and maintained by the company, located on public property or private easements, and used to transport water throughout the company's service area.
- (h) The "METER" is a device used to measure and record the quantity of water that flows through the service line, and is installed in the meter setting.
- (i) The "METER SETTING" includes the meter box, meter yoke, lid, double check valve,

*Indicates new rate or text

+Indicates change

FILEDJUL 11 1997
95-1164

DATE OF ISSUE July 2, 1997

month day year

DATE EFFECTIVE July 11, 1997

month day year

ISSUED BY:

Name of Officer:

Peter N. Brown

Title: President Address: P.O. Box 608, Lake Ozark, Missouri 65049

CANCELLING P.S.C.M.O.:

FOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

RECEIVED

JUL 2 1997

Rules Governing Rendering of
Water Service**MISSOURI**

Public Service Commission

Rule 1 **DEFINITIONS** (continued)

and appurtenances, all of which shall be owned, installed, and maintained by the company.

- (j) The "SERVICE CONNECTION" is the pipeline connecting the main to the customer's water service line, or outdoor meter setting including all necessary appurtenances. This service connection will be installed and owned by the company. If the property line is in a street, the said service connection shall be deemed to end at the edge of the street abutting the customer's property.
- (k) A "SUBDIVISION" is any land in the state of Missouri which is divided or proposed to be divided into two or more lots or other divisions of land, whether contiguous or not, or uniform in size or not, for the purpose of sale or lease, and includes resubdivision thereof.
- (l) "TERMINATION OF SERVICE" is cessation of service requested by the customer.
- (m) The word "UNIT", or "LIVING UNIT" shall be used herein to define the premises or property of a single water consumer, whether or not that consumer is the customer. It shall pertain to any building whether multi-tenant or single occupancy, residential or commercial, or owned or leased. Each rental unit of a multi-tenant rental property is considered as a separate unit for each single family or firm occupying same as a residence or place of business.
- (n) The "WATER SERVICE LINE" is a pipe with appurtenances installed, owned and maintained by the customer, used to conduct water to the customer's unit from the property line or outdoor meter setting, including the connection to the meter setting. If the property line is in a street, then the water service line shall be deemed to begin at the edge of the street abutting the customer's property.

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JUL 11 1997

MO. PUBLIC SERVICE CO.

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+Indicates change

DATE OF ISSUE July 2, 1997

month day year

DATE EFFECTIVE July 11, 1997

month day year

ISSUED BY:

Name of Officer:

Peter N. Brown

Title: President Address: P.O. Box 608, Lake Ozark, Missouri 65049

CANCELLING P.S.C.MO.: _____

FOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

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JUL 2 1997

Rules Governing Rendering of
Water Service**MISSOURI**

Public Service Commission

Rule 2 GENERAL

- (a) Every applicant, upon signing an application for any water service rendered by the company, or any customer upon taking of water service, shall be considered to have expressed consent to be bound by these rates and rules.
- (b) The company's rules governing rendering of service are set forth in these numbered sheets. The rates applicable to appropriate water service or service in particular service areas are set forth in rate schedules and constitute a part of these rules.
- (c) The company reserves the right, subject to authority of the Missouri Public Service Commission, to prescribe additional rates and rules or to alter existing rates and rules as it may from time to time deem necessary and proper.

FILEDJUL 11 1997
95-1184

MO. PUBLIC SERVICE CO.

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+Indicates change

DATE OF ISSUE July 2, 1997

month day year

DATE EFFECTIVE July 11, 1997

month day year

ISSUED BY:

Name of Officer:

Peter N. Brown

Title: President

Address: P.O. Box 608, Lake Ozark, Missouri 65042

CANCELLING P.S.C.MO.: _____

FOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

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JUL 2 1997

Rules Governing Rendering of
Water Service

MISSOURI

Public Service Commission

Rule 3 COMPANY EMPLOYEES AND CUSTOMER RELATIONS

- (a) Employees or agents of the company are expressly forbidden to demand or accept any compensation for any services rendered to its customers except as covered in the company's rules.
- (b) No employee or agent of the company shall have the right or authority to bind it by any promise, agreement or representation contrary to the intent of these rules.

FILED

JUL 11 1997

MO. PUBLIC SERVICE CO.

*Indicates new rate or text

+Indicates change

DATE OF ISSUE July 2, 1997

month day year

DATE EFFECTIVE July 11, 1997

month day year

ISSUED BY:

Name of Officer: _____

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CANCELLING P.S.C.M.O.:

RECEIVEDFOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

JUL 2 1997

Rules Governing Rendering of
Water Service**MISSOURI**
Public Service CommissionRule 4 APPLICATIONS FOR SERVICE

- (a) A written application for service, signed by the customer, stating the type of service required and accompanied by any other pertinent information, will be required from each customer before service is provided to any unit.
- (b) If service is requested at a point not already served by a main of adequate capacity, a main of adequate size shall be extended as may be necessary according to the company's rule for extension of water mains.
- (c) When, in order to provide the service requested, a main extension or other unusual construction or equipment expense is required, the company shall require a written contract. Said contract may include, but not be limited to the obligations upon the company and the applicant, and shall specify a reasonable period of time necessary to provide such service.

*Indicates new rate or text

+Indicates change

FILEDJUL 11 1997
95-164

MO. PUBLIC SERVICE CO.

DATE OF ISSUE July 2, 1997

DATE EFFECTIVE

July 11, 1997

month day year

month day year

ISSUED BY:

Name of Officer:

Peter N. Brown

Title: President

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CANCELLING P.S.C.M.O.:

RECEIVED**FOUR SEASONS LAKESITES WATER AND SEWER COMPANY**

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

JUL 2 1997**Rules Governing Rendering of
Water Service****MISSOURI
Public Service Commission****Rule 5 INSIDE PIPING AND WATER SERVICE LINES**

- (a) The company will provide water service at the outdoor meter, or at the property line. There shall be one service line for each customer. Separate buildings shall be served through separate water service lines. An exception is a residential garage, or secondary use.
- (b) The service connection from the water main to the customer's property line shall be constructed, owned, and maintained by the company. The meter installation and setting shall be constructed and maintained by the company. Water service line construction and maintenance from the property line or meter setting to the building shall be the responsibility of the customer, and is subject to inspection by the company. Customers shall be responsible for the cost of repairing any damage to the company's mains, meters, and meter installations caused by the customer, his agent, or tenant.
- (c) The water service line shall be brought to the unit at a depth of not less than 36 inches and have a minimum inside diameter of 3/4 inch. The customer is responsible for the determination of whether or not a larger size is needed to provide adequate flow to the unit. When in doubt, a 1 inch inside diameter is recommended. A valve must be installed in the service line where it enters the unit. This valve must be kept in good repair in order to shut off the water supply and drain the inside plumbing, if necessary.
- (d) Water service lines and inside piping shall be of material conforming to recognized standards for potable water service and shall have a pressure rating of at least 160 psi working pressure.
- (e) The company will not install a service connection to a vacant lot.
- (f) Any change in the location of an existing service connection requested by the customer shall be made at his expense.

FILED**JUL 11 1997
95-166****MO. PUBLIC SERVICE CO.**

*Indicates new rate or text

+Indicates change

DATE OF ISSUE July 2, 1997DATE EFFECTIVE July 11, 1997

month day year

month day year

ISSUED BY:

Name of Officer:

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CANCELLING P.S.C.MO.:

RECEIVED**FOUR SEASONS LAKESITES WATER AND SEWER COMPANY**

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

JUL 2 1997**Rules Governing Rendering of
Water Service****MISSOURI
Public Service Commission****Rule 5 INSIDE PIPING AND WATER SERVICE LINES (continued)**

- (g) The company shall have the right to enter the customer's premises for the purposes of inspection to ensure compliance to these rules. Company personnel shall identify themselves and make these inspections only at reasonable hours.
- (h) Water service lines and service connections may not be extended along public streets or roadways or through property of others in connecting with the company's mains. The service connection may, however, extend through the water main easement and roadway easement as necessary in order to be connected to a main located across and adjacent to a street in front of the customer's living unit. The service connection and service line must be laid in a straight line and at right angles to the main and the face of the structure or as nearly so as possible. Any deviation from this because of physical obstruction will be at the discretion of the company.
- (i) Any customer having a plumbing arrangement, or a water-using device that could allow backsiphonage of any chemical, petroleum, process water, water from a questionable supply, or other substance that could create a health hazard or damage to the water system; or, any customer's plumbing classified as an actual or potential backflow hazard in the regulations of the Missouri Department of Natural Resources, 10 CSR 60 - 11, shall be required to install and maintain a backflow prevention device. This rule may also apply to customers on whose premises it is impossible or impractical for the company to perform a cross connection survey. The device, installation, location and maintenance program shall be approved by the company. The company reserves the right to require backflow prevention devices from all customers categorically regardless of what a cross connection survey may reveal.

The cost of installation, inspection and certification of the backflow prevention device shall be borne by the customer. In situations where the Company reasonably determines that such a device is needed, but the Customer refuses to install a backflow prevention device, the Company may install the device and place the applicable cost on the Customer's next regular bill as a separate line item. Failure of the customer to pay this amount shall be grounds for discontinuance of service by the Company.

FILED**JUL 11 1997
95-164**

*Indicates new rate or text

+Indicates change

DATE OF ISSUE July 2, 1997DATE EFFECTIVE July 11, 1997

ISSUED BY:

Name of Officer:

Peter N. BrownTitle: President Address: P.O. Box 608, Lake Ozark, Missouri 65049

CANCELLING P.S.C.M.O.:

RECEIVEDFOUR SEASONS LAKESITES WATER AND SEWER COMPANY

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JUL 2 1997

Rules Governing Rendering of
Water ServiceMISSOURI
Public Service CommissionRule 5 INSIDE PIPING AND WATER SERVICE LINES (continued)

- (1) Installation of pressure reduction devices is at the discretion of and cost to the customer. Any maintenance or repairs to pressure reducing devices or equipment is the responsibility of the customer. Any pressure reducing device installed by the Customer shall be located within the Customer's premises.

*Indicates new rate or text

+Indicates change

FILEDJUL 11 1997
95-1164

MO. PUBLIC SERVICE CO.

DATE OF ISSUE July 2, 1997

DATE EFFECTIVE July 11, 1997

month day year

month day year

ISSUED BY:

Name of Officer:

Peter N. Brown

Title: President

Address: P.O. Box 608, Lake Ozark, Missouri 65049

CANCELLING P.S.C.MO.:

FOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

RECEIVED

JUL 2 1997

Rules Governing Rendering of
Water Service**MISSOURI**
Public Service CommissionRule 6 **IMPROPER OR EXCESSIVE USE**

- (a) No customer shall be wasteful of the water supplied to the unit by his willful action or inaction. It shall be the responsibility and duty of each customer to maintain all piping and fixtures at the unit in a good and efficient state of repair at all times.
- (b) No customer shall make or cause to be made a cross connection between the potable water supply and any source of chemical or bacterial contamination or any other water supply. The company shall deny or discontinue service where customer's water service line or inside piping may, in the opinion of the company, cause a cross connection with non-potable water or otherwise jeopardize the health and safety of other customers or the company's facilities.
- (c) The customer shall not make or cause to be made a connection to a device that will result in excessive water demand or excessive shock, such as water-hammer, to the company's mains.
- (d) The customer shall not tamper with, remove, or willfully damage a water meter or attempt to operate the shutoff cock on the meter yoke, or allow any such action.
- (e) The customer shall not attempt to take unmetered water from the company mains either by an unauthorized tap or direct connection to service connection nor by connection to a fire hydrant or blowoff.
- (f) Customers will not be permitted to supply water in any way to premises other than the service address, nor to permit others to use their hose or attachments, nor leave them exposed to use by others without permission from the water company.

*Indicates new rate or fact

+Indicates change

FILEDJUL 11 1997
95-164

MO. PUBLIC SERVICE CO.

DATE OF ISSUE July 2, 1997

month day year

DATE EFFECTIVE July 11, 1997

month day year

ISSUED BY:

Name of Officer:

Peter N. Brown

Title: President

Address: P.O. Box 608, Lake Ozark, Missouri 65049

CANCELLING P.S.C.MO.:

RECEIVEDFOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

JUL 2 1997

Rules Governing Rendering of
Water Service**MISSOURI**
Public Service CommissionDISCONTINUANCE OF SERVICE BY COMPANY

- (a) The company may discontinue water service for any of the following reasons:
1. Nonpayment of a delinquent account not in dispute.
 2. Failure to post a security deposit or guarantee acceptable to the utility.
 3. Unauthorized interference, diversion or use of the utility service situated or delivered on or about the customer's premises.
 4. Failure to comply with the terms and conditions of a settlement agreement.
 5. Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, meter reading, maintenance or replacement.
 6. Violation of any of these rules on file with and approved by the Public Service Commission, or for any condition which adversely affects the safety of the customer or other persons, or the integrity of the utility's delivery system.
 7. Non payment of a sewer bill issued by the company, or by a sewer utility requesting discontinuance of water service by an approved agreement between the company and such sewer utility. When water service is discontinued for this reason, any service charges for turn on/off or disconnection/reconnection within these rules shall not apply, and notice to the customer shall be provided by rules and procedure applicable to the customer's sewer service in lieu of notification required by these rules.
 8. No advance notice to the customer of discontinuance is required when the customer's premises is unoccupied and it becomes apparent to the Company that broken pipes are causing the escape of water on the customer's premises.

FILED

JUL 11 1997

95-161

JUL 11 1997

*Indicates new rate or text

+Indicates change

DATE OF ISSUE July 2, 1997

month day year

DATE EFFECTIVE July 11, 1997

month day year

ISSUED BY:

Name of Officer:

Peter N. Brown

Title: President Address: P.O. Box 608, Lake Ozark, Missouri 65049

CANCELLING P.S.C.MO.: _____

RECEIVEDFOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

JUL 2 1997

Rules Governing Rendering of
Water Service**MISSOURI**
Public Service CommissionRule 7 DISCONTINUANCE OF SERVICE BY COMPANY (continued)

- (b) The company may discontinue service after notice by first class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. If written notice is hand delivered to the customer, it shall be done at least ninety-six (96) hours prior to discontinuance. If the company intends discontinuance of service to a multi-tenant dwelling, a notice shall also be conspicuously posted in the building ten (10) days prior to the proposed discontinuance. Service of notice by mail is complete upon mailing. Discontinuance shall not occur more than eleven (11) business days after the date given as the discontinuance date. See 4 CSR 240-13.050(3).
- (c) The company shall make reasonable effort to communicate with the customer, at least twenty-four (24) hours prior to any discontinuance, regarding the reason(s) for discontinuance of service, and the resolution. Reasonable efforts shall include either an additional written notice, a doorhanger notice, or at least two telephone call attempts reasonably calculated to reach the Customer. If discontinuance of service would affect an occupant who is not the company's customer, or is not responsible for payment of the bill, then the company shall make reasonable effort to inform such occupant(s) provided the company is aware or has been informed that such occupant(s) exist.
- (d) The company shall postpone the discontinuance if personnel will not be available to restore service the same day, or if personnel will not be available to restore service the following day. The company also shall postpone discontinuance if a medical emergency exists on the premises, however the postponement may be limited to 21 days, and the company may require proof of a medical emergency.
- (e) Discontinuance of service will be made from 8:30 A.M. to 4:00 P.M. Central time. Company personnel shall identify themselves and announce the intention to disconnect service, or leave a conspicuous notice of the disconnect.
- (f) The provisions of paragraphs (c) and (e) above may be waived if safety of company

FILED

JUL 11 1997

M.J. PUBLIC SERVICE CO.

*Indicates new rate or tax
*Indicates changeDATE OF ISSUE July 2, 1997

month day year

DATE EFFECTIVE July 11, 1997

month day year

ISSUED BY:

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CANCELLING P.S.C.MO.: _____

RECEIVED**FOUR SEASONS LAKESITES WATER AND SEWER COMPANY**

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

JUL 2 1997**Rules Governing Rendering of
Water Service****MISSOURI
Public Service Commission****Rule 7 DISCONTINUANCE OF SERVICE BY COMPANY (continued)**

personnel while at the premises is a consideration.

- (g) Discontinuance of service to a unit for any reason shall not prevent the company from pursuing any lawful remedy by action at law or otherwise for the collection of monies due from the customer.
- (h) In case the company discontinues its service for any violation of these rules, then any monies due the company shall become immediately due and payable.
- (i) The company has the right to refuse or to discontinue service to any unit to protect itself against fraud or abuse.
- (j) The company shall deal with customers and handle customer accounts in accordance with the Public Service Commission's Utility Billing Practices, 4 CSR 240 - 13.

*Indicates new rate or text

+Indicates change

FILED**JUL 11 1997****95-162****MO. PUBLIC SERVICE CO.**DATE OF ISSUE July 2, 1997

month day year

DATE EFFECTIVE July 11, 1997

month day year

ISSUED BY:

Name of Officer: _____

Peter N. Brown

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CANCELLING P.S.C.MO.: _____

RECEIVED**FOUR SEASONS LAKESITES WATER AND SEWER COMPANY**

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

JUL 2 1997**Rules Governing Rendering of
Water Service****MISSOURI
Public Service Commission****Rule 8 TERMINATION OF SERVICE AT CUSTOMER'S REQUEST**

- (a) Service will be terminated at the customer's request, by giving not less than twenty-four (24) hours written notice to the company during its regular office hours. The company shall, on the requested day, read the customer's meter and charges for water service rendered up to and including the time of termination shall be computed and will become due and payable immediately.
- (b) A customer may request temporary termination of service for any length of time for his own convenience; however, the customer shall still be charged for service at the appropriate rate during the time the service is turned off. Turn off and turn on charges are specified in the schedule of service charges. If the customer is requesting seasonal termination of service for a second or vacation home, the customer may tender such request in writing in person at the office or via certified mail with a return receipt requested so as to have the capacity to show proof such request was made. Similarly, when such customer requests reinstatement of the seasonal termination, such request shall be made via certified mail with return receipt requested or in writing in person at the office of the company. Requests for termination of service may be initiated by telephone, but the customer must confirm within 36 hours by certified mail. Written documentation is required. The Company will not be responsible for any losses for not following customer's instructions unless instructions are in writing and there is proof the Company received the instructions.

FILED**JUL 11 1997****MO. PUBLIC SERVICE CO.**

*Indicates new rate or text

+Indicates change

DATE OF ISSUE July 2, 1997DATE EFFECTIVE July 11, 1997

month day year

month day year

ISSUED BY:

Name of Officer: _____

Peter N. BrownTitle: President Address: P.O. Box 608, Lake Ozark, Missouri 65042

CANCELLING P.S.C.MO.: _____

RECEIVED**FOUR SEASONS LAKESITES WATER AND SEWER COMPANY**

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

JUL 2 1997**Rules Governing Rendering of
Water Service****MISSOURI
Public Service Commission****Rule 9 INTERRUPTIONS IN SERVICE**

- (a) The company reserves the right to discontinue water in its mains at any time, without notice, for making emergency repairs to the water system.
- (b) Whenever service is interrupted for repairs, all customers affected by such interruptions will be notified in advance whenever it is possible to do so. Every effort will be made to minimize interruption of service.
- (c) No refunds of charges for water service will be made for interruptions of service unless due to willful misconduct of the company.
- (d) In order to avoid service problems when extraordinary conditions exist, the company reserves the right, at all times, to determine the limit of and regulate in a reasonable and non-discriminatory manner, and where practical, the maximum amounts of water drawn from the company mains. This includes situations where the company discontinues service at an unoccupied dwelling unit during months when it is possible frozen pipes have burst and created a hazard to the customer's residence. In such situations the company will make reasonable efforts to contact the customer or a representative of the customer in a timely manner in an effort to minimize negative effects of such hazard.

FILED**95-167****MO. PUBLIC SERVICE COM.***Indicates new rate or text
+Indicates changeDATE OF ISSUE July 2, 1997

month day year

DATE EFFECTIVE July 11, 1997

month day year

ISSUED BY:

Name of Officer: _____

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CANCELLING P.S.C.MO.: _____

RECEIVED**FOUR SEASONS LAKESITES WATER AND SEWER COMPANY**

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

JUL 2 1997**Rules Governing Rendering of
Water Service****MISSOURI
Public Service Commission****Rule 10 BILLS FOR SERVICE**

- (a) The charges for water service shall be at the rates specified in the rate schedules on file with the Missouri Public Service Commission. Other service charges, such as for turn-off or turn-on, are set forth in the Schedule of Service Charges in these rules.
- (b) A customer who has made application for water service to a unit shall be responsible for payment for all water service provided to him at said unit from the date of connection until the customer requests termination of service, (See Rule 8) or the company discontinues service.
- (c) Each customer is responsible for furnishing the company with the correct address. Failure to receive bills will not be considered an excuse for non-payment nor reason to permit an extension of the date when the account is delinquent. Bills and notices relating to the company or its business will be mailed or delivered to the mailing address entered in the customer's application unless the company is notified in writing by the customer of a change of address.
- (d) Payments shall be made at the office of the company or at such other places conveniently located as may be designated by the company or by ordinary mail. However, payment must be received by the close of business on the due date.
- (e) Neither the company nor the customer will be bound by bills rendered under mistake of fact as to the quantity of service rendered or as a result of clerical error. Customers will be held responsible for charges based on service provided.
- (f) A separate bill shall be rendered for each customer with itemization of all water service charges. All bills for service shall state the due date. The company shall have the right to render bills monthly.
- (g) Bills for residential service shall be due twenty-one (21) calendar days from the date of rendition, unless such due date falls on a weekend, a legal holiday, or other day when the office is closed, in which case the due date shall be extended to the next business day.

FILED

*Indicates new rate or text

+Indicates change

95-164
MISSOURI PUBLIC SERVICE COMMISSIONDATE OF ISSUE July 2, 1997

month day year

DATE EFFECTIVE July 11, 1997

month day year

ISSUED BY:

Name of Officer: _____

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CANCELLING P.S.C.M.O.: _____

RECEIVED**FOUR SEASONS LAKESTIES WATER AND SEWER COMPANY**

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

JUL 2 1997**Rules Governing Rendering of
Water Service****MISSOURI
Public Service Commission****Rule 10 BILLS FOR SERVICE (continued)**

Bills unpaid after the stated due date will be delinquent and the company shall have the right to discontinue service in accordance with Rule 7. In addition the company shall add a late payment charge to bills which become delinquent. Such late payment charges are listed in the Schedule of Service Charges. The company shall not be required to restore or connect any new service for such delinquent customer(s) until the unpaid account due the company under these Rules has been paid in full or arrangements satisfactory to the company have been made to pay said account. The company shall have the right to charge to the Customer's account reasonable costs and fees incurred in collecting delinquent amounts in addition to late charges.

- (h) When bills are rendered for a period of less than a complete billing period due to the connection or termination of service, the billing shall be the monthly minimum plus an amount based on the water used at the commodity (water usage) rate or one-half (1/2) of the flat rate if applicable.
- (i) The company may require a security deposit or other guarantee as a condition of new service if the customer: still has an unpaid account with a utility providing the same type of service accrued within the last five (5) years; or has diverted or interfered with the same type of service in an unauthorized manner within the last five (5) years; or is unable to establish a credit rating with the company. Adequate credit rating for a residential customer shall be established if the customer: owns or is purchasing a home; or is and has been regularly employed full time for at least one year; or has an adequate and regular source of income; or can provide credit references from a commercial credit source.
- (j) The company may require a security deposit or other guarantee of payment as a condition of continued service if: the water service of the customer has been discontinued for non-payment of a delinquent account not in dispute; or the utility service to the unit has been diverted or interfered with in an unauthorized manner; or the customer has failed to pay undisputed bills before the delinquency date for five (5) billing periods out of twelve (12) consecutive monthly billing periods, or two (2) out of four (4) consecutive quarterly billing periods.

*Indicates new rate or test
+Indicates change

FILED**JUL 11 1997
95-167****MISSOURI PUBLIC SERVICE COMMISSION**DATE OF ISSUE July 2, 1997

month day year

DATE EFFECTIVE July 11, 1997

month day year

ISSUED BY:

Name of Officer: _____

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CANCELLING P.S.C.MO.: _____

RECEIVED**FOUR SEASONS LAKESITES WATER AND SEWER COMPANY**

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JUL 2 1997**Rules Governing Rendering of
Water Service****MISSOURI
Public Service Commission****Rule 10 BILLS FOR SERVICE (continued)**

- (k) The amount of a security deposit shall not exceed utility charges applicable to one (1) billing period plus thirty (30) days, computed on estimated or actual annual usage.
- (l) Interest at the rate of six percent (6%) per annum compounded annually shall be payable on all deposits, but shall not accrue after the utility has made reasonable effort to return the deposit. Interest may be credited to the customer's account.
- (m) After a customer has paid proper and undisputed utility bills by the due dates, for a period not to exceed one year, credit shall be established or re-established, and the deposit and any interest due shall be refunded. The utility may withhold full refund of the deposit pending resolution of a disputed matter.
- (n) The utility shall give a receipt for deposits received, but shall also keep accurate records of deposits, including customer name, service address, amounts, interest, attempts to refund and dates of every activity regarding the deposit.
- (o) All billing matters involving residential customers shall be handled in accordance with the Public Service Commission's Utility Billing Practices, 4 CSR 240-13.
- (p) If a customer tenders a check to the company for payment of water service and such check is returned unpaid by the company's bank, the company may require payment for that bill to be made in the form of a cashier's check, money order, or cash, with the addition of a returned check charge, as shown in the Schedule of Service Charges.

FILED

*Indicates new rate or text

+Indicates change

JUL 11 1997**95-164****MO. PUBLIC SERVICE CO.**DATE OF ISSUE July 2, 1997

month day year

DATE EFFECTIVE July 11, 1997

month day year

ISSUED BY:

Name of Officer: _____

Peter N. Brown

Title: President

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CANCELLING P.S.C.M.O.:

RECEIVED**FOUR SEASONS LAKESITES WATER AND SEWER COMPANY**

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MISSOURI SERVICE AREAS

Name of Issuing Corporation

JUL 2 1997**Rules Governing Rendering of
Water Service****MISSOURI
Public Service Commissioner****Rule 11 METERS AND METER INSTALLATIONS**

- (a) All permanent service connections shall be metered. The company's installed meter shall be the standard for measuring water used to determine the bill.
- (b) All meters and meter installations shall be furnished, installed, maintained, owned and removed by the company.
- (c) The company shall have the right to determine on the basis of the customer's flow requirements the type and size of meter to be installed and location of same. If flow requirements increase or decrease subsequent to installation and a larger or smaller meter is requested by the customer, the cost of installing such meter shall be paid by the customer.
- (d) Service to any one customer shall be furnished through a single metering installation. Where a building is occupied by more than one tenant, the building shall be served by one meter and the Company will contract with only one Customer.
- (e) The meters and meter installations furnished by the company shall remain its property, and the owners of premises wherein they are located shall be held responsible for their safekeeping. For failure to protect same against damage, the company may refuse to supply water until the company is paid for such damage. The amount of the charge shall be the cost of the necessary replacement parts, the labor cost and charges for equipment used if necessary to make the repair.
- (f) The meter will be installed at or near the customer's property line; it shall be placed in a meter box vault constructed by the company in accordance with its specifications. The company shall furnish and install suitable metering equipment for each customer except where installation in a special setting is necessary, in which case the excess cost of installation shall be paid by the customer.

FILED**JUL 11 1997****95-164****MO. PUBLIC SERVICE CO.**

*Indicates new rate or tax

+Indicates change

DATE OF ISSUE July 2, 1997DATE EFFECTIVE July 11, 1997

month day year

month day year

ISSUED BY:

Name of Officer:

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CANCELLING P.S.C.M.O.: _____

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JUL 2 1997

Rules Governing Rendering of
Water ServiceMISSOURI
Public Service CommissionRule 11 **METERS AND METER INSTALLATIONS** (continued)

- (g) The customer shall promptly notify the company of any defect in, or damage to, the meter setting.
- (h) Any change in the location of any existing meter or meter setting at the request of the customer shall be made at the expense of the customer, and with the approval of the company.

FILEDJUL 11 1997
95-164

MO. PUBLIC SERVICE CO.

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+Indicates change

DATE OF ISSUE July 2, 1997

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JUL 2 1997**Rules Governing Rendering of
Water Service****MISSOURI
Public Service Commission****Rule 12 METER TESTS AND TEST FEES**

- (a) Any customer may request the company to make a special test of the accuracy of the meter through which water is supplied to him. This test will be made in accordance with water industry test procedures, and to check for accuracy as required by regulations of the Public Service Commission.
- (b) The company reserves the right to remove and test a meter at any time and to substitute another in its place. In case of a dispute involving a question as to the accuracy of the meter, a test will be made by the company upon the request of the customer without charge if the meter has not been tested within twelve (12) months preceding the requested test. If the meter has been tested within the twelve (12) previous months and is accurate within five percent (5%) then the meter testing charge shown in the Schedule of Service Charges will apply.
- (c) A meter test requested by the customer may be witnessed by the customer or his duly authorized representative, except for tests of meters larger than a two (2) inch inlet, which will be conducted by the meter manufacturer. A certified copy of the test report will be provided to the customer.
- (d) If a test shall show an average error of more than five percent (5%), billings shall be adjusted as provided by these Rules.

*Indicates new rate or test

+Indicates change

FILED**JUL 11 1997****MO. PUBLIC SERVICE CO.**DATE OF ISSUE July 2, 1997

month day year

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month day year

ISSUED BY:

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Peter N. Brown

Title: President Address: P.O. Box 608, Lake Ozark, Missouri 65042

CANCELLING P.S.C.MO.: _____

FOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

RECEIVED
MISSOURI SERVICE AREAS

Name of Issuing Corporation

Rules Governing Rendering of
Water Service

JUL 2 1997

MISSOURI

Public Service Commission

Rule 13 **BILL ADJUSTMENTS BASED ON METER TESTS**

- (a) Whenever any test by the company of a meter while in service or upon its removal from service shall show such meter to have an average error of more than five percent (5%) on the test streams prescribed by the Public Service Commission, the company shall adjust the customer's bills by the amount of the actual average error of the meter and not the difference between the allowable error and the error as found. The period of adjustment on account of the under-registration or over-registration shall be determined as follows:
- (1) Where the period of error can be shown, the adjustment shall be made for such period.
- (2) Where the period of error cannot be shown, the error found shall be considered to have existed for three (3) months preceding the test.
- (b) If the meter is found on any such test to under-register, the company may render a bill to the customer concerned for the estimated consumption not covered by bills previously rendered during the period of inaccuracy as above outlined. Such action shall be taken only when the company was not at fault for allowing the inaccurate meter to remain in service.
- (c) If the meter is found faster than allowable, the company shall refund to the customer concerned any overcharge caused thereby during the period of inaccuracy as above defined. Said refund may, at the company's option, be in the form of a credit to the customer's bill.

*Indicates new rate or test

+Indicates change

FILED

JUL 11 1997

95-164

MO. PUBLIC SERVICE CO.

DATE OF ISSUE July 2, 1997

month day year

DATE EFFECTIVE July 11, 1997

month day year

ISSUED BY:

Name of Officer:

Peter N. Brown

Title: President Address: P.O. Box 608, Lake Ozark, Missouri 65049

CANCELLING P.S.C.MO.: _____

RECEIVEDFOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

JUL 2 1997

Rules Governing Rendering of
Water Service**MISSOURI**
~~Public Service Commission~~Rule 14 EXTENSION OF WATER MAINS

- (a) This rule shall govern the extension of mains by the company within its certificated area where there are no water mains.
- (b) Upon receipt of a written application for a main extension, the company will provide the applicant(s) an itemized estimate of the cost of the proposed extension. Said estimate shall include the cost of all labor and materials required, including valves, fire hydrants, booster stations, storage facilities, reconstruction of existing mains (if necessary), and the direct costs associated with supervision, engineering, permits, and bookkeeping. Applicable income tax cost will be added to this estimate calculated at the maximum rate.
- (c) When the applicant's property is too far from existing facilities and it is economical for a new source of supply to be constructed to serve the applicant's property, the applicant may be required, as a part of the extension agreement, to subsidize the costs associated with said new source until enough additional customers justify the cost to the company of owning and operating said source of supply. Such subsidization shall be based on a limit of capital investment by the company of \$1,000 per customer connected to the said new source, not to exceed the original cost to construct the well and applicable appurtenances and only during the first ten years following completion of an approved facility. Said new supply source (well) shall be in lieu of a main extension and to follow the same rules as a main extension.
- (d) Applicant(s) shall enter into a contract with the company for the installation of said extension and shall tender to the company a contribution in aid of construction equal to the amount determined in paragraph (b) above, plus any applicable customer connection fee. The contract may allow the customer to contract with an independent contractor for the installation and supply of material, except that mains of 12" or greater diameter must be installed by the company, and the reconstruction of existing facilities must be done by the company.
- (e) The cost to an applicant or applicants connecting to a main extension contributed by other applicant(s) shall be as follows:

*Indicates new rate or text

+Indicates change

FILED

JUL 11 1997

M.O. PUBLIC SERVICE CO.

DATE OF ISSUE July 2, 1997

month day year

DATE EFFECTIVE July 11, 1997

month day year

ISSUED BY:

Name of Officer: _____

Peter N. Brown

Title: President Address: P.O. Box 608, Lake Ozark, Missouri 65049

CANCELLING P.S.C.MO.: _____

RECEIVEDFOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

JUL 2 1997

Rules Governing Rendering of
Water Service**MISSOURI**
Public Service CommissionRule 14 EXTENSION OF WATER MAINS (continued)

- (1) For single-family residential applicants that are applying for service in a platted subdivision, the company shall divide the actual cost of the extension by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, corner lots which abut existing mains shall be excluded.
- (2) For single-family residential applicants that are applying for service in areas that are unplatted in subdivision lots, the applicants' cost shall be equal to the total cost of the main extension divided by the total length of the main extension in feet times 100 feet.
- (3) For industrial, commercial, or multifamily residential applicants, the cost will be equal to the amount calculated for a single-family residence in paragraphs e(1) or e(2) above multiplied times the flow factors of the applicants' meter. The flow factors of the various sizes of meters are as follows:

<u>Meter Size</u>	<u>Flow Factor</u>
5/8	1
3/4	1.5
1	2.5
1 1/2	5
2	8
3	15
4	25

- (f) Refunds of contributions shall be made to applicant(s) as follows:

- (1) Should the actual cost of the extension be less than the estimated cost, the company shall refund the difference as soon as the actual cost has been ascertained.

FILED

JUL 11 1997

95-166
MO. PUBLIC SERVICE CO.

*Indicates new rate or test

*Indicates change

DATE OF ISSUE: July 2, 1997

month day year

DATE EFFECTIVE: July 11, 1997

month day year

ISSUED BY:

Name of Officer: _____

Peter N. Brown

Title: PresidentAddress: P.O. Box 608, Lake Ozark, Missouri 65049

CANCELLING P.S.C.M.O.:

Original Sheet No. 31

FOUR SEASONS:

WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

RECEIVEDRules Governing Rendering of
Water Service

JUL 10 1997

Rule 14 EXTENSION OF WATER MAINS (continued)

- (2) During the first ten years after the main extension is completed, the company will refund to the applicant(s) who paid for the extension moneys collected from applicant(s) in accordance with paragraph (e) above. The refund shall be paid within 30 days after the money is collected.
- (3) During the first ten years after a new source of supply is constructed, the company will refund to the applicant \$1,000 for each new customer connected to the system constructed in accordance with Rule 14(c), not to exceed the subsidization made by the applicant in lieu of a main extension.
- (4) The sum of all refunds to any applicant shall not exceed the total contribution which the applicant(s) has paid.
- (g) Extensions made under this rule shall be and remain the property of the company.
- (h) The company reserves the right to further extend the main and to connect mains on intersecting streets and easements. Connecting new customers to such further extensions shall not entitle the applicant(s) paying for the original extension to a refund for the connection of such customers. Ten (10) years after an extension, both the refunds to the original applicants and payment to the company by new customers, cease for that extension.
- (i) Extensions made under this rule shall be of company approved pipe sized to meet water service requirements. If the company chooses to size the extension larger in order to meet the company's overall system requirements, the additional cost caused by the large size of pipe shall be borne by the company.
- (j) No interest will be paid by the company of payments for the extension made by the applicant(s).
- (k) If extensions are required on private roads, streets, through private property, or on private property adjacent to public right-of-way, a proper deed of easement must be furnished to the company without cost to the company, before the extension will be made.

Indicates new rate or tax
Indicates change

AUG 22 1997

MISSOURI

Public Service Commission

DATE OF ISSUE July 22, 1997
month day yearDATE EFFECTIVE August 22, 1997
month day year

ISSUED BY:

Name of Officer:

Peter N. Brown

Title: President Address: P.O. Box 608, Lake Ozark, Missouri 65049

NEWMAN, COMLEY & RUTH P.C.

ATTORNEYS AND COUNSELORS AT LAW

ROBERT K. ANGSTEAD
ROBERT J. BRUNDAGE
MARK W. COMLEY
LANETTE R. GOOCH

601 MONROE STREET, SUITE 301
P.O. BOX 537
JEFFERSON CITY, MISSOURI 65102-0537
TELEPHONE: (573) 634-2266
FACSIMILE: (573) 636-3306
www.ncrpc.com

CATHLEEN A. MARTIN
STEPHEN G. NEWMAN
JOHN A. RUTH
ALICIA EMBLEY TURNER

May 6, 2008

**VIA CERTIFIED MAIL #7007-3020-0003-2222-7298
- RETURN RECEIPT REQUESTED**

Mr. Gregory D. Williams
16533 North State Highway 5
P.O. Box 431
Sunrise Beach, MO 65079

Re: Shawnee Bend Development Co., LLC

Dear Mr. Williams:

I have been authorized by Lake Region Water & Sewer Company (Lake Region) to respond to your letter of April 23, 2008.

First, let me repeat what has been the essential message of my previous correspondence. Lake Region is not liable for the claims outlined in your various demand letters including the letter of April 23, 2008. Among other things, the contractually required detail of expenditures on the referred to project has never been received by Lake Region.

Specifically regarding the well connections, the contract calls for \$1,000.00 per well connection once the "maximum amount of the subsidy" has been established. This amount is to be established via an "itemized statement of all costs associated with the construction of said well." The itemization has not been provided.

Regarding the road crossings, such payments are again predicated upon first receiving from the Developer "detailed information showing Developer's direct costs in making road crossings." The detailed information has not been provided.

Lake Region has never denied that it is the same corporation as Four Seasons Water & Sewer Company. You have no suggestion from Lake Region or this office that the claims your client may have are in some way defeated by internal stock purchases between shareholders of Lake Region. Lake Region has insisted that the terms and conditions of the Agreement be honored before any claim of your client is evaluated. That position is consistent with the terms of the Agreement and cannot constitute "bad faith."

Mr. Ritter's affidavit is inaccurate. He was not the President at the time of the sale and Mr. Summers did not become involved until after the sale. Therefore the conversation which he recalls occurred, if at all, after the sale. Mr. Ritter turned over a contract folder regarding this

EXHIBIT

5

matter after the purchase was consummated but there was no documentation of costs included in the folder. We assume this information still exists and can be provided to Lake Region.

Lake Region has never denied the existence of the improvements and easements acquired from the Developer.

On page 3 of your letter you refer to The Sarbanes-Oxley Act of 2002. This Act applies to publicly traded companies. Lake Region is not publicly traded and is not subject to the Act.

The Missouri Public Service Commission has not reviewed this Agreement or the claim made by Shawnee Bend. Mr. Johansen's review of the material Mr. Ritter may have provided does not amount to the parties' joint submission of the dispute to the Commission or its staff as contemplated by Article IV, paragraph F. of the Agreement.

You have noticed up the right of audit. In turn, pursuant to Article IV, paragraph O., consider this as the required written notice of the intent of Lake Region to review and audit the books and records of Shawnee Bend Development Company to verify information pertinent to the Agreement pursuant to the terms of the Agreement at a reasonable time on a working business day.

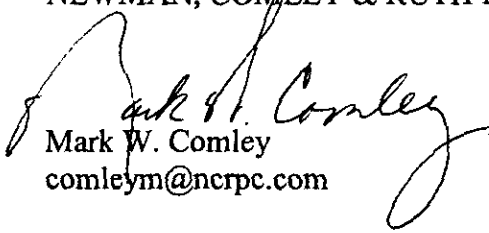
Shawnee Bend's refusal to submit detailed cost information to Lake Region, all as contemplated and required by the Agreement, is certainly puzzling. Evaluation of Shawnee Bend's claims for compensation pursuant to the Agreement hinge on review of the detailed cost information and again, that has not been provided to Lake Region. If it has not been clear from my earlier letters, then let me try once again. For Lake Region to evaluate any claim Shawnee Bend may have with respect to the project it must be able to inspect the detailed cost information referred to in Article I, paragraph C. and Article III, paragraph B. of the Agreement. This is a condition precedent to any obligation for payment.

Please have Shawnee Bend supply the required cost detail. Thank you.

Sincerely,

NEWMAN, COMLEY & RUTH P.C.

By:


Mark W. Comley
comleym@ncrpc.com

MWC:sw
cc. John Summers

LAKE REGION WATER & SEWER COMPANY

P.O. Box 9 • Lake Ozark Mo 65049

Phone: (573) 365-6792 • Fax: (573) 365-6793

October 9, 2007

Mr. Waldo Morris
Morris & Co., Inc.
4512 Lakeside Road
Marion, Iowa 52302

VIA FEDERAL EXPRESS

RE: Shawnee Bend Development Company Contract

Dear Mr. Morris:

Shortly after we closed in October 2004 we received a letter from Mr. Biggs of the Shawnee Bend Development Company ("SBDC") demanding payment of amounts he claims are due under the contract dated April 10, 1998 between SBDC and Four Seasons Water & Sewer Company (copy attached). There are three separate components to the claim consisting of payments for a sewer line, well and road crossings.

The payment for the sewer line was to be \$28,950.00 and should have been paid 100% prior to our purchase of the company.

The payment for both the well and the road crossings were based on customers connected. The payment for the well is \$1,000.00 per customer while the road crossing payment is \$375.00 per customer. As there were 58 customers connected at the time we purchased the company \$79,750.00 should have been paid or recorded as a liability on the company's books.

We did not find any reference to amounts due under this contract recorded on the company's books when we reviewed them. We also reviewed the annual report to the Missouri Public Service Commission which Mr. Ritter attested to as being accurate. There are no liabilities recorded in this report either. This, coupled with the fact that Mr. Biggs did not press his claim, led us to believe that the obligations had been satisfied prior to our purchase of the company.

Mr. Biggs' attorney has now sent a demand letter stating he will file a lawsuit if we have not paid the claimed amounts by October 11, 2007 (copy attached). If he does initiate legal action the obvious issue will become the accuracy of the certified accounting records provided to both us and the Missouri Public Service Commission. We will sincerely appreciate any insight you can provide regarding this contract.

Sincerely,

Bob Schwermann

Robert P. Schwermann
President

Justy Ritter & Susan
H) 573-346-6146
(M) 573-216-1101



GREGORY D. WILLIAMS

LAW FIRM

www.williamsandrenken.com

Gregory D. Williams
Andrew W. Renken
Dana L. Martin

October 1, 2007

Mr. John Summers, Manager
Lake Region Water & Sewer Company
P.O. Box 9
Lake Ozark, MO 65049

Re: Shawnee Bend Development Co., LLC – Contract for Well and Road Crossings

Dear Mr. Summers:

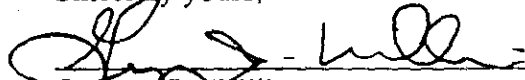
I represent Shawnee Bend Development Co, LLC with respect to its contract with Lake Region Water & Sewer Company under the terms of which your company agreed to make certain payments to my client in consideration of my client's installation of a water well and road crossings for water and sewer lines in its development project, the Villages at Shawnee Bend. According to the information I have been provided, including your company's tariff filed with the Missouri Public Service Commission, your company agreed to pay the sum of \$1,000 per house up to the cost of the well installed by my client, which was \$117,000. More than 117 houses have now been constructed in The Villages, and the entire amount is now due and payable in full.

In addition, your company agreed to pay the sum of \$375 per customer for reimbursement of the costs of the pipe, valves and appurtenances for road crossings. Approximately 130 homes have now been connected, for a total approximate amount now due of \$48,750. Your records should reflect the actual number of connections you have made to date in the Villages, and you may adjust this amount to reflect the actual number of connections. However, demand is hereby made for immediate payment in full of the agreed upon connection amount of \$375 per connection.

Demand is hereby made for immediate payment in cash or certified funds of all sums due and payable from Lake Region Water and Sewer Company to Shawnee Bend Development Co., LLC, and that the same be delivered to my office within ten (10) days of the date of this letter. Demand is further made that all future reimbursement for road crossings be made immediately at the time of connection.

If I have not received said sums within said ten (10) days, I have been directed to proceed with an action at law to recover said sums from your company. Your immediate attention to this matter is required to avoid the commencement of a lawsuit.

Sincerely yours,

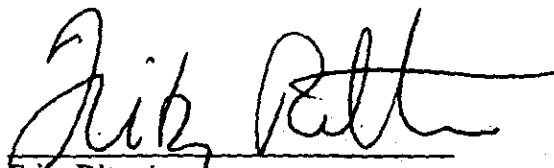

Gregory D. Williams

cc: Client

AFFIDAVIT

Comes Now, Fritz Ritter, and being duly sworn, upon his oath states:

1. When I was President of Lake Region Water and Sewer Company, the Company was provided all financial information requested under the terms of the contract with Shawnee Bend.
2. I personally told John Summers about the existence of the contract and the obligations that were made prior to closing of the sale of the Company stock to Sally Stump and Robert Schermann, and provided him a copy of the contract.
3. Further affiant sayeth not.


Fritz Ritter

Signed and Sworn to before me this 21st day of November, 2007.


Notary Public

My Commission Expires:



JENNIFER JACKSON
My Commission Expires
November 17, 2011
Camden County
Commission #07384330



GREGORY D. WILLIAMS LAW FIRM

www.williamsandrenken.com

Gregory D. Williams
Andrew W. Renken
Dana L. Martin

November 27, 2007

Mr. Mark W. Comley
Newman, Comley & Ruth, P.C.
601 Monroe Street, Suite 301
P.O. Box 537
Jefferson City, MO 65102

Re: Shawnee Bend Development Co., LLC v. Lake Region Water & Sewer Company

Dear Mr. Comley:

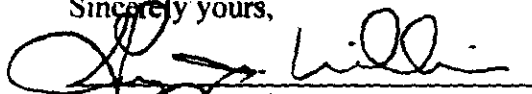
In response to your letter of October 11, 2007 regarding the above referenced matter, please find enclosed a copy of an affidavit executed by the former president of your client which directly controverts the position your client has taken regarding the receipt of supporting documentation by your client. Also enclosed for your reference is a letter written by your client dated October 9, 2007 and directed to a prior shareholder of Lake Region Water and Sewer, which also controverts the position set forth in your letter of October 11, 2007, and makes material admissions regarding your client's obligations to my client.

There does not appear to be a legitimate dispute as to the amounts owed by Lake Region Water & Sewer Company to Shawnee Bend Development Co., LLC as asserted in your prior correspondence. Rather, your client has simply failed to pay a known and established contractual obligation to my client, the amount of which is not in dispute. There is nothing to mediate, and nothing to arbitrate, as your client has acknowledged in writing both the existence of the obligation, and the amount of the obligation.

Accordingly, demand is hereby made for payment of the contractual obligation of Lake Region Water & Sewer Company to Shawnee Bend Development Co, LLC in accordance with the terms of the written contract, and as set forth in my letter of October 1, 2007.

Your client's immediate attention to payment of this obligation is required.

Sincerely yours,


Gregory D. Williams

cc: Client
Fritz Ritter

LAKE REGION WATER & SEWER COMPANY

P.O. Box 9 • Lake Ozark Mo 65049

Phone: (573) 365-6792 • Fax: (573) 365-6793

October 9, 2007

Mr. Waldo Morris
Morris & Co., Inc.
4512 Lakeside Road
Marion, Iowa 52302

VIA FEDERAL EXPRESS

RE: Shawnee Bend Development Company Contract

Dear Mr. Morris:

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We did not find any reference to amounts due under this contract recorded on the company's books when we reviewed them. We also reviewed the annual report to the Missouri Public Service Commission which Mr. Ritter attested to as being accurate. There are no liabilities recorded in this report either. This, coupled with the fact that Mr. Biggs did not press his claim, led us to believe that the obligations had been satisfied prior to our purchase of the company.

Mr. Biggs' attorney has now sent a demand letter stating he will file a lawsuit if we have not paid the claimed amounts by October 11, 2007 (copy attached). If he does initiate legal action the obvious issue will become the accuracy of the certified accounting records provided to both us and the Missouri Public Service Commission. We will sincerely appreciate any insight you can provide regarding this contract.

Sincerely,

Bob Schwermann

Robert P. Schwermann
President

John Ritter & Susan
H: 573-346-6146
(A1) 573-216-1101

LAKE REGION WATER & SEWER COMPANY

P.O. Box 9 • Lake Ozark Mo 65049

Phone: (573) 365-6792 • Fax: (573) 365-6793

January 23, 2006

Shawnee Bend Development Company, L.L.C.
Attention: Thomas A. Biggs
100 Villages Way
Sunrise Beach, MO 65079

VIA CERTIFIED MAIL

RE: Territory Annexation

Dear Mr. Biggs:

I hope you are enjoying yourself in Florida. I also look forward to reaching an agreement that the PSC will find acceptable. Perhaps I will be able to meet with Mel and Fritz prior to your return. Jim Merciel of the PSC has offered to sit down with us to develop numbers that work for all of us.

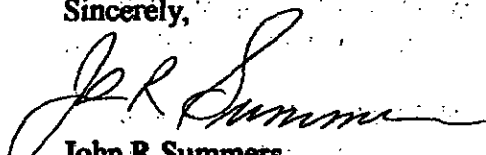
Regarding the payment schedule referenced in your letter, please send us a schedule of amounts you believe are due. We are not aware of any amounts due as previous ownership/management did not reflect any amounts payable on the books provided to the buyers during the acquisition.

Enclosed with this letter I have included Page F-27 of Lake Region's Annual Report to the PSC along with the notarized Verification from the Manager of Lake Region that the report is correct. Proper accounting requires that any amounts management believes are due be reflected on the financial statements supplied annually to the PSC.

If there are amounts due and owing we will need your records and cooperation in order to pursue previous ownership/management for not disclosing this information during the sale process.

Thank you for your help in this matter.

Sincerely,


John R. Summers
General Manager

EXHIBIT

8

VERIFICATION

The foregoing report must be verified by the oath of the President or chief officer of the company. The oath required may be taken before any person authorized to administer an oath by the laws of the State in which the same is taken

OATH

STATE OF MISSOURI }
COUNTY OF CAMDEN } ss:

Fritz Ritter makes oath and says that
(insert here the name of the affiant.)

he is President
(insert here the official title of the affiant.)

of Lake Region Water & Sewer Company
(insert here the exact legal title or name of the respondent.)

that he has examined the foregoing report; that to the best of his knowledge, information, and belief all statements of fact contained in the said report are true and the said report is a correct statement of the business and affairs of the above-named respondent.

January 1, 2003

to and including

December 31, 2003

Fritz Ritter
(Signature of affiant.)

Subscribed and sworn to before me, a

Notary Public, in and for the

State and county above named, this

14th day of July, 2004

My commission expires

April 23, 2006

NOTARY SEAL

Linda L. Moorman, Notary Public
Camden County, State of Missouri
My Commission Expires 4/23/2006

Linda L. Moorman
(Signature of officer authorized to administer oaths.)

Missouri Revised Statutes § 392.718

Original must be mailed to:
Manager of the Data Center
MUP-SC, 200 Madison Street, Suite 100
P.O. Box 380, Jefferson City, MO 65102-0380

PAGE (F - 27)

PAYABLES TO ASSOCIATED COMPANIES (ACCTS. 233 - 234)

Include in Column (a) description of any notes payable including date of issue, date of maturity and interest rate.

	Name of Company (a)	Amounts at End of Year	
		Note Payable (b)	Accounts Payable (c)
1	not applicable		
2			

INTEREST ACCRUED (ACCOUNT 237)

	Class of Debt (a)	Balance Beginning of Year (b)	Interest Accrued During Year (c)	Interest Expense (d)	Balance End of Year (e)
14					
15	not applicable				
16					
17					
18					
19					
20	Total				

MISCELLANEOUS CURRENT AND ACCRUED LIABILITIES (ACCOUNT 242)

28 Minor items may be grouped by classes.

	Description (a)	Balance End of Year (b)
31		
32	Payroll taxes payable	5,683
33	Sales tax payable	192
34	Privacy fees payable	101
35	Other accrued payables	6,418
36	Sales tax refund payable	29,873
37	Retirement payable	13,158
38		
39		
40		
41	Total	55,205

PAGE (F - 28)

TAXES ACCRUED (ACCOUNT 236)

1. The balance of accruals for income taxes should be classified by the years to which the tax is applicable.
2. The balance of any accruals materially in excess of the liability admitted by the tax returns of the utility shall be recorded in an appropriately designed reserve account.
3. Explain by footnote any items entered into Column (a).

	Kind of Tax (a)	Balance First of Year (b)	Amounts Accrued (c)	Payments During Year (d)	Other Items Debit or (Credit) (e)	Balance End of Year (f)
1						
2	REPORTED ON F-27					
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LAKE REGION WATER & SEWER COMPANY

P.O. Box 9 • Lake Ozark Mo 65049

Phone: (573) 365-6792 • Fax: (573) 365-6793

September 17, 2007

Shawnee Bend Development Company, L.L.C.
Attention: Thomas A. Biggs
P. O. Box 1329
Lake Ozark, MO 65049

*rec'd
9/22/07*

RE: Contract for Well and Road Crossings

Dear Mr. Biggs:

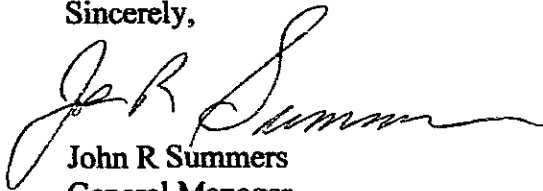
I received your letter dated September 10, 2007. As I stated in my last letter accompanied by the notarized statement from Mr. Ritter attesting to the accuracy of the 2003 Annual Report to the Missouri Public Service Commission, the previous owner and manager did not disclose any outstanding liability to the current owners regarding this contract when ownership was transferred in October 2004.

In addition to the above, we find no record of the company ever receiving the itemized statement of cost required by the contract you reference. In order to assess your claim and whether there is, in fact, any amounts due and owing on the well we will need this document.

Regarding both the claims for the well and the road crossings we assume that either payment was made and/or negotiations relieved the company from liability under the contract due to the fact that Mr. Ritter did not record any liability on the company's books for these items nor did he disclose them prior to closing.

Both I and the current owners wish to have a long and mutually beneficial relationship and are quite willing to make the necessary and proper payments for connections made during our ownership period. If, as you claim, Mr. Ritter knowingly defrauded both you and the buyers we will need to work together in order to pursue Mr. Ritter for amounts not disclosed or paid at or prior to closing.

Sincerely,


John R Summers
General Manager



From: Johansen, Dale <dale.johansen@psc.mo.gov> Add Address
Subject: Lake Region Water & Sewer - Tariff Provisions
Date: Tue, 24 Oct 2006 12:50:14 -0500
To: <efr@yhti.net>
CC: <bob.berlin@psc.mo.gov> <james.merciel@psc.mo.gov> <jim.russo@psc.mo.gov>
 <martin.hummel@psc.mo.gov>

Attachments: 1

Printer Friendly Version

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Fritz - Attached is a document that includes Lake Region Water & Sewer Company's adoption notice whereby it adopted the tariff of Four Seasons Water & Sewer Company and the water main extension rule from the tariff, which also includes specific reference to the construction of sources of supply in lieu of the extension of mains.

Regarding the contract between The Villages/Mr. Biggs and Four Seasons Water & Sewer Company for the construction of and payment for a source of supply that we have been discussing recently, please see paragraphs (c) and (f)(3) of Rule 14 - Extensions of Water Mains. It seems to me that the existence of these tariff provisions logically provides Mr. Biggs with the ability to file a complaint with the Commission regarding the Company's lack of payments under the contract.

However, as I have also mentioned to you, the Commission's jurisdiction over this matter could be limited to its making a finding that payments were due under the tariff provisions and the contract, and establishing the amount of the payments that should have been made for the established number of customer connections that have been made in the subject area. This possible limitation of the Commission's jurisdiction is based on my understanding that the Commission does not have the specific authority to order the payment of the amounts due, but that is not to say that it wouldn't do that if it was requested to do so in a formal complaint.

Let me know if you have any questions about this matter after you have reviewed the attached document. Also, please note that the Staff can assist Mr. Biggs with his preparation of a formal complaint regarding this matter, if he decides to file one.

Dale W. Johansen
Manager - Water & Sewer Dept.
Missouri Public Service Commission
Phone: 573-751-7074
Fax: 573-751-1847
E-Mail: dale.johansen@psc.mo.gov

<<Tariff - Water - Extension Rule with Adoption Notice - 10.24.06.pdf>>

Attachments:

1 Tariff - _Water_-_Extension_Rule_with_Adoption_Notice_-_10.24.06.pdf 264508 bytes

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rec'd
4/27/07

Commissioners

JEFF DAVIS
Chairman

CONNIE MURRAY

STEVE GAW

ROBERT M. CLAYTON III

LINWARD "LIN" APPLING

Missouri Public Service Commission

POST OFFICE BOX 360
JEFFERSON CITY MISSOURI 65102
573-751-3234
573-751-1847 (Fax Number)
<http://www.psc.mo.gov>

WESS A. HENDERSON
Executive Director

DANA K. JOYCE
Director, Administration

ROBERT SCHALLENBERG
Director, Utility Services

WARREN WOOD
Director, Utility Operations

COLLEEN M. DALE
Secretary/Chief Regulatory Law Judge

KEVIN A. THOMPSON
General Counsel

MEMORANDUM

(Sent via E-Mail)

TO: Fritz Ritter
(on behalf of Shawnee Bend Development Co., LLC)

FROM: Dale W. Johansen – Manager
Water & Sewer Department

SUBJECT: Lake Region Water & Sewer Company's Tariff Provisions
Regarding Payments for the Water Well at The Villages

DATE: April 25, 2007

Based upon my review of the main extension rule contained in Lake Region Water & Sewer Company's tariff (copy attached), and the existence of a contract between LRWSC's predecessor (Four Seasons Water & Sewer Company) and Shawnee Bend Development Co., LLC, I see no reason why LRWSC would not be required to make payments of \$1,000 per customer to SBDC for customers receiving service from the well constructed by SBDC in the development known as The Villages. Regarding the main extension policy in LRWSC's tariff (which was originally FSWSC's tariff), I believe that Rule 14(c) and 14(f)(3) apply to this situation.

Regarding SBDC's available courses of actions, if it is not successful in obtaining the payments from LRWSC on a voluntary basis, I believe a formal complaint filed with the Commission would be appropriate.

Please let me know if you have any questions or need anything further. My contact information is set out below.

Phone: 573-751-7074

Fax: 573-751-1847

E-Mail: dale.johansen@psc.mo.gov

Attachment: LRWSC Main Extension Rule

Copies (via e-mail): Jim Merciel – PSC Staff
Jim Russo – PSC Staff



FORM NO. 13 P.S.C. MO. NO. 1 First ~~(Original)~~ Sheet No. A

(Revised)

CANCELING P.S.C. MO. NO. 1 (Original) Sheet No. A

(Revised)

Lake Region Water & Sewer Co. For Missouri Service Areas

Name of Issuing Corporation Community, Town or City

Missouri Public
Service Commission

~~WATER SERVICE~~

REC'D APR 16 1999

ADOPTION NOTICE

Lake Region Water & Sewer Co. hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all tariffs, schedules, rules, notices or other instruments filed with the Missouri Public Service Commission prior to May 16, 1999, and currently in effect, by Four Seasons Water & Sewer Co.

This adoption notice is filed to reflect the change of corporate name from Four Seasons Water & Sewer Co. to Lake Region Water & Sewer Co., such change having been made effective on March 18, 1999.

Missouri Public
Service Commission

FILED MAY 16 1999

DATE OF ISSUE April 16, 1999 DATE EFFECTIVE May 16, 1999

ISSUED BY Roy Slates President P. O. Box 608 Lake Ozark, MO 65049
Name of Officer Title Address

CANCELLING P.S.C.MO.: _____

RECEIVED**FOUR SEASONS LAKESITES WATER AND SEWER COMPANY**

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

JUL 2 1997**Rules Governing Rendering of
Water Service****MISSOURI
Public Service Commission****Rule 14 EXTENSION OF WATER MAINS**

- (a) This rule shall govern the extension of mains by the company within its certificated area where there are no water mains.
- (b) Upon receipt of a written application for a main extension, the company will provide the applicant(s) an itemized estimate of the cost of the proposed extension. Said estimate shall include the cost of all labor and materials required, including valves, fire hydrants, booster stations, storage facilities, reconstruction of existing mains (if necessary), and the direct costs associated with supervision, engineering, permits, and bookkeeping. Applicable income tax cost will be added to this estimate calculated at the maximum rate.
- (c) When the applicant's property is too far from existing facilities and it is economical for a new source of supply to be constructed to serve the applicant's property, the applicant may be required, as a part of the extension agreement, to subsidize the costs associated with said new source until enough additional customers justify the cost to the company of owning and operating said source of supply. Such subsidization shall be based on a limit of capital investment by the company of \$1,000 per customer connected to the said new source, not to exceed the original cost to construct the well and applicable appurtenances and only during the first ten years following completion of an approved facility. Said new supply source (well) shall be in lieu of a main extension and to follow the same rules as a main extension.
- (d) Applicant(s) shall enter into a contract with the company for the installation of said extension and shall tender to the company a contribution in aid of construction equal to the amount determined in paragraph (b) above, plus any applicable customer connection fee. The contract may allow the customer to contract with an independent contractor for the installation and supply of material, except that mains of 12" or greater diameter must be installed by the company, and the reconstruction of existing facilities must be done by the company.
- (e) The cost to an applicant or applicants connecting to a main extension contributed by other applicant(s) shall be as follows:

*Indicates new rate or text
+Indicates change

FILED**JUL 11 1997****MO. PUBLIC SERVICE CO.**DATE OF ISSUE July 2, 1997

month day year

DATE EFFECTIVE July 11, 1997

month day year

ISSUED BY:

Name of Officer: _____

Peter N. Brown

Title: President Address: P.O. Box 608, Lake Ozark, Missouri 65049

FORM NO. 13 P.S.C.MO.: No. 1 ORIGINAL SHEET No. 30

CANCELLING P.S.C.MO.: _____

RECEIVED

FOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

JUL 2 1997

**Rules Governing Rendering of
Water Service**

**MISSOURI
Public Service Commission**

Rule 14 EXTENSION OF WATER MAINS (continued)

- (1) For single-family residential applicants that are applying for service in a platted subdivision, the company shall divide the actual cost of the extension by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, corner lots which abut existing mains shall be excluded.
- (2) For single-family residential applicants that are applying for service in areas that are unplatted in subdivision lots, the applicants' cost shall be equal to the total cost of the main extension divided by the total length of the main extension in feet times 100 feet.
- (3) For industrial, commercial, or multifamily residential applicants, the cost will be equal to the amount calculated for a single-family residence in paragraphs e(1) or e(2) above multiplied times the flow factors of the applicants' meter. The flow factors of the various sizes of meters are as follows:

<u>Meter Size</u>	<u>Flow Factor</u>
5/8	1
3/4	1.5
1	2.5
1 1/2	5
2	8
3	15
4	25

(f) Refunds of contributions shall be made to applicant(s) as follows:

- (1) Should the actual cost of the extension be less than the estimated cost, the company shall refund the difference as soon as the actual cost has been ascertained.

FILED

JUL 11 1997

**95-166
MO. PUBLIC SERVICE CO.**

*Indicates new rate or text
-Indicates change

DATE OF ISSUE: July 2, 1997 DATE EFFECTIVE: July 11, 1997
month day year month day year

ISSUED BY:

Name of Officer: Peter N. Brown Title: President Address: P.O. Box 608, Lake Ozark, Missouri 65049

FORM NO. 13 P.S.C.MO.: No. 1 First Revised ORIGINAL SHEET No. 31

CANCELLING P.S.C.MO.: Original Sheet No. 31

FOUR SEASONS: WATER AND SEWER COMPANY For MISSOURI SERVICE AREAS
Name of Issuing Corporation

RECEIVED

Rules Governing Rendering of
Water Service

JUL 10 1997

Rule 14 EXTENSION OF WATER MAINS (continued)

- MO. PUBLIC SERVICE COMM
- (2) During the first ten years after the main extension is completed, the company will refund to the applicant(s) who paid for the extension moneys collected from applicant(s) in accordance with paragraph (e) above. The refund shall be paid within 30 days after the money is collected.
 - (3) During the first ten years after a new source of supply is constructed, the company will refund to the applicant \$1,000 for each new customer connected to the system constructed in accordance with Rule 14(c), not to exceed the subsidization made by the applicant in lieu of a main extension.
 - (4) The sum of all refunds to any applicant shall not exceed the total contribution which the applicant(s) has paid.
 - (g) Extensions made under this rule shall be and remain the property of the company.
 - (h) The company reserves the right to further extend the main and to connect mains on intersecting streets and easements. Connecting new customers to such further extensions shall not entitle the applicant(s) paying for the original extension to a refund for the connection of such customers. Ten (10) years after an extension, both the refunds to the original applicants and payment to the company by new customers, cease for that extension.
 - (i) Extensions made under this rule shall be of company approved pipe sized to meet water service requirements. If the company chooses to size the extension larger in order to meet the company's overall system requirements, the additional cost caused by the large size of pipe shall be borne by the company.
 - (j) No interest will be paid by the company of payments for the extension made by the applicant(s).
 - (k) If extensions are required on private roads, streets, through private property, or on private property adjacent to public right-of-way, a proper deed of easement must be furnished to the company without cost to the company, before the extension will be made.

*Indicates new rate or text
+Indicates change

AUG 22 1997

MISSOURI

Public Service Commission

DATE OF ISSUE July 22, 1997
month day year

DATE EFFECTIVE August 22, 1997
month day year

ISSUED BY:

Name of Officer: Peter N. Brown Title: President Address: P.O. Box 608, Lake Ozark, Missouri 65049

W
GREGORY D. WILLIAMS
LAW FIRM

Gregory D. Williams •

• Dana L. Martin

June 6, 2008

Mr. Mark W. Comley
Newman, Comley & Ruth
601 Monroe Street, Suite 301
P.O. Box 537
Jefferson City, MO 65102-0537

Re: Shawnee Bend Development Co, LLC v. Lake Region Water & Sewer Company

Dear Mr. Comley:

I have had extensive discussions with the principals of Shawnee Bend Development Co, LLC with respect to the ongoing dispute with your client regarding the payment of sums due to my client for the water well construction and service line installations in the Villages of Shawnee Bend project.

First, as the affidavit of Fritz Ritter establishes, my client did in fact furnish the itemized statement of costs associated with the construction of the water well to your client at the time when Mr. Ritter was the manager of your client, as well as the itemized costs for the service line road crossings. My client remains puzzled as to your client's insistence that it does not have these records, particularly in light of Mr. Ritter's affidavit.

With respect to reimbursable costs since the change of ownership of your client, my client has directed Miller Engineering to furnish your client with the documentation collected as to those costs:

If there are other specific items of documentation which your client deems necessary in order to honor its obligations under the contract and its tariff, please provide an itemized list of the same and my client will attempt to locate and produce copies of the documents previously provided. However, my client is certain that the original records were provided to your client, and should be located in its archives, and my client does not have the records readily available to it.

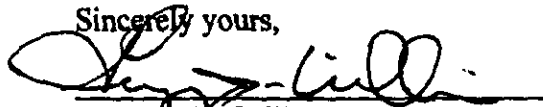
Your client may wish to inquire of the Missouri Public Service Commission as to whether the supporting documentation was provided to its accounting department, as Mr. Ritter has indicated that all of the information was provided to that agency.

EXHIBIT

12

Since this matter has not been resolved for a rather extended amount of time, please respond within the next fourteen (14) days. My client would prefer to resolve this matter amicably, but has authorized filing of a PSC action and lawsuit.

Sincerely yours,



Gregory D. Williams

NEWMAN, COMLEY & RUTH P.C.

ATTORNEYS AND COUNSELORS AT LAW

601 MONROE STREET, SUITE 301

P.O. BOX 537

JEFFERSON CITY, MISSOURI 65102-0537

TELEPHONE: (573) 634-2266

FACSIMILE: (573) 636-3306

www.ncrpc.com

ROBERT K. ANGSTEAD
ROBERT J. BRUNDAGE
MARK W. COMLEY
LANETTE R. GOOCH

CATHLEEN A. MARTIN
STEPHEN G. NEWMAN
JOHN A. RUTH
ALICIA EMBLEY TURNER

June 24, 2008

Mr. Gregory D. Williams
16533 North State Highway 5
P.O. Box 431
Sunrise Beach, MO 65079

Re: Shawnee Bend Development Co., LLC

Dear Mr. Williams:

I have reviewed your letter dated June 6, 2008 with Lake Region Water & Sewer Company (Lake Region). Briefly, Lake Region's position has not changed. It is not liable for the claims set out in your previous letters to me.

The inaccuracies of Mr. Ritter's affidavit were addressed in my letter of May 6, 2008. Lake Region received a contract folder from Mr. Ritter after the sale of the company was closed but that folder contains nothing more than the contract, a few memos and notes. No detailed cost information on the project was included in the folder. This may be duplication of what I have written before but even the books of the company do not reflect an accounting for an obligation to Shawnee Bend Development for this project. From this we assume Mr. Ritter did not have detailed cost information to make the proper accounting entries, otherwise, the company books would show this as a payable. Lake Region understands that Mr. Ritter hired a former Public Service Commission accountant to help set up the company books of account. A transaction of this magnitude would not have escaped their glance if it were documented. The itemization has not been provided.

You mentioned reimbursable costs that have been incurred since the change in ownership of Lake Region. Miller Engineering is welcome to deliver the detail for those costs but whether they are reimbursable under the Agreement with Shawnee Bend Development remains an open question. Lake Region will need to verify that the costs are within the scope of the project as set out in the Agreement and its Exhibit A.

Lake Region has no records, original or otherwise, of the cost detail referred to in Article I, paragraph C. and Article III, paragraph B. of the Agreement. For Shawnee Bend Development to relinquish control of the originals to Lake Region, (which Lake Region denies) without securing a back up copy, seems out of step with the business practices a company of Shawnee Bend Development's experience would follow particularly with respect to a transaction of this scale.

EXHIBIT

13

Gregory D. Williams
June 24, 2008
Page 2 of 2

If the Missouri Public Service Commission, or its accounting department, has this detailed cost information, please have Mr. Ritter inspect it and determine whether all or portions of those records support Shawnee Bend Development's demand, and then have the supportive records he selects submitted to Lake Region for evaluation pursuant to the terms of the Agreement.

Thank you.

Sincerely,

NEWMAN, COMLEY & RUTH P.C.

By: 

Mark W. Comley
comleym@ncrpc.com

MWC:sw
cc. John Summers