FIRST AMENDMENT AND ADDENDUM TO TERRITORIAL AGREEMENT

This First Amendment and Addendum made and entered into this <u>157</u> day of <u>DECLEMBER</u>2004, by and between Public Water Supply District No. 1 of Franklin County, Missouri (hereinafter "District") and the City of Union, Missouri (hereinafter "City").

Whereas, the District is a political corporation of the State of Missouri located in Franklin County, organized and existing under Sections 247.010 to 247.220 MSMo. for the purpose of providing conveniences in the use of water supply; and

Whereas, City is a political subdivision of the State of Missouri organized and existing under the Constitution and laws of the State of Missouri and located in Franklin County; and

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

Whereas, the City and the District entered into such an Agreement in October, 2002; and

Whereas, said Agreement provided in part that said Agreement could be amended by the written agreement of both parties and approved by the Missouri Public Service Commission; and

Whereas, pursuant to said Agreement the STAFF OR OFFICE OF PUBLIC COUNSEL HAS FORTY-FIVE (45) DAYS TO OPPOSE THE ADDENDUM OR

ELSE THE ADDENDUM SHALL BE DEEMED APPROVED BY THE AFORESAID PARTIES; and

Whereas, the parties hereto mutually desire to amend said Territorial Agreement in the particulars as hereinafter set forth.

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

- That the above referenced Territorial Agreement is hereby amended by removing from the District the real property as described on Exhibit "A" attached hereto and incorporated by reference herein subject to the following conditions:
 - A. Payment by the City to the District an amount of money equal to \$150.00 per acre of the real property described in Exhibit "A." City shall be under no obligation to pay said amount nor shall any further action on this Amendment be pursued until the owner/developer of said parcel shall have paid to the City an equal amount of money.
 - B. Approval of this Amendment by the Missouri Public Service Commission.
- The approval process of this Amendment shall be as set forth in paragraph 6 of the original Territorial Agreement.
- This Amendment shall become effective upon approval by the Missouri Public Service Commission.

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4. All provisions of the original Territorial Agreement, except as expressly modified and amended by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is entered into by the parties as of the date first above written.

> PUBLIC WATER SUPPLY DISTRICT NO. 1 OF FRANKLIN COUNTY MISSOURI

BY ph Feldmann, President OS





CITY OF UNION, MISSOURI

BY: Glenn W. Van Leer, Mayor

STATE OF MISSOURI

COUNTY OF FRANKLIN

On this / day of *December*, 200 4, before me appeared Joseph Feldmann to me personally known, who being by me duly sworn, did say that he is the President of Public Water Supply District No. 1 of Franklin County, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said District, and that said instrument was signed and sealed on behalf of said District, by authority of its Board of Directors; and said Joseph Feldmann acknowledged said instrument to be the free act and deed of said corporation.

SS:)

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

~00 ofary Public My term expires: BIANCA K. STORLL 11/11/07 Notary Public - Notary Scal STATE OF MISSOURI Franklin County My Commission Expires: Nov. 11, 2007 STATE OF MISSOURI \$S:) COUNTY OF FRANKLIN On this 10 day of Covember, 2004, before me appeared Glenn W. Van Leer to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Union, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its Brand of Uldermanni and said Glenn W. Van Leer acknowledged said instrument to be the free act and deed of said

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

7 Jancy E Hormann

My term expires:

City.

NANCY E KOSSMANN Notary Public - Notary Soal STATE OF MISSOURI FRANKLIN COUNTY MY COMMISSION BXP. APR. 14,2005



LEGAL DESCRIPTION:

PART OF THE SOUTHEAST QR. OF THE NORTHEAST QR. OF SECTION TWENTY-TWO (22), TOWNSHIP FORTY-THREE (43) NORTH, RANGE ONE (1) WEST OF THE 5TH P.M., MORE FULLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POST IN THE NORTH LINE OF A 30 FOOT ROAD, 30 FEET NORTH AND SOUTH 88 DEGREES 30 MINUTES WEST 390 FEET FROM THE SOUTHEAST CORNER OF SAID QR. QR. SECTION, RUN THENCE NORTH 0 DEGREES 15 MINUTES WEST 780 FEET TO AN IRON PIPE, THENCE SOUTH 88 DEGREES 30 MINUTES WEST 780 FEET TO A STAKE, THENCE SOUTH 0 DEGREES 15 MINUTES WEST 1117 FEET TO AN IRON PIPE, THENCE OF SAID 30 FOOT ROAD, THENCE ALONG SAID ROAD NORTH 83 DEGREES 30 MINUTES EAST 780 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY BY E. F. KAPPELMANN, REGISTERED LAND SURVEYOR, AND RECORDED IN SURVEYOR'S RECORD 14, AT PAGE 118.