

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

**FILED**

JUN 5 2009

In the Matter of the Application of Rodger Owens d/b/a Whispering Hills Water System for Authority and Approval of the Acquisition of Certain Assets of Whispering Hill Water System and, in Connection Therewith, Certain Other Related Transactions.

Case No. Missouri Public Service Commission

WM-2009-0436

**APPLICATION FOR APPROVAL OF ASSETS TRANSFER**

COMES NOW Rodger Owens, a sole proprietor, d/ b/a Whispering Hills Water System "Applicant" herein and, pursuant to Section 393.190, RSMo 2000 and 4 CSR 240-3.605, state the following to the Missouri Public Service Commission ("Commission") as the Application:

1. Rodger Owens d/b/a Whispering Hills Water System is a sole proprietorship with its principal office and place of business at 406 South Allen, Bernie, Missouri, 63822, and currently provides water service to the public in a Subdivision as described in the Attached Exhibit A, the original report and order of this Commission in Wayne County, Missouri. It has 41 customers See Exhibit B. Applicant is a water system and public utility" as those terms are defined in Section 386.020 RSMo. 2000, and is subject to the jurisdiction and supervision of the Commission as provided by law.

2. Whispering Hills Water System was an entity operating originally under a Certificate from this Commission in Case Number WA-88-111 dated April 5, 1988, the water system located in Wayne County , Missouri for the customers. Exhibit A. The owners at the time of Certification were Leo Temples and James E. Ketcherside. In 1995, these owners deeded the property of Whispering Hills and its entire assets to Rodger Owens, Applicant herein, See Exhibit C. Applicant has in good faith have operated the water system herein believing that he had authority to do so under the approval of the Commission in Case No. WA-88-111 and no further approval for transfer was needed. Applicant has learned that the Commission needs to give formal authority for such transfer. All assets (Exhibit C) of the Whispering Hills Water System under the Certificate of this Commission are held by Rodger Owens a/b/a Whispering Hills Water System a sole proprietorship. Applicant has filed fictitious name registration of Whisper Hills Water System and a copy of his own fictitious registration is herewith as Exhibit D. And Applicant herein desires approval of this Commission of the transfer to the Applicant in order to be in full compliance with the law and regulations pertaining to Water Companies or Water Systems under the jurisdiction of the Missouri Public Service Commission pursuant to all laws and regulations relating thereto.

3. The Applicant is a sole proprietorship. The principal office of the Applicant is 406 South Allen, Bernie, Missouri, 63822 and has a mailing address of P.O. Box 24, Wappapello, Mo. 63966. The Applicant has filed its own Fictitious Name filing of Whispering Hills Water System with the contact persons being Rodger Owens. Exhibit D. The e-mail address is [rnlowens@newwavecomm.com](mailto:rnlowens@newwavecomm.com). A copy of the resume of the Applicant is herewith as Exhibit E as he is duly qualified to operate and manage this system.

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

Terry C. Allen Attorney, Bar No 19894  
612 E. Capitol Ave, P.O. Box 1702  
Jefferson City, Missouri 65102  
Fax 573 636 4667 Tele 573 636 9667  
[terry@tcallenlawoffices.com](mailto:terry@tcallenlawoffices.com)

5. Applicant needs the approval of this Commission who has jurisdiction in this case over the purchaser as to the transfer to assets to him. A balance sheet and income statement with adjustments showing the results of the acquisition of the property is attached hereto as Exhibit F.

6. Because of the entities involved and the transactions made and contemplated this Commission has jurisdiction over this Application.

7. A copy of the Sale Contract and Deed between the Original owners and the Applicant are herewith showing the transfer of certain assets and is Exhibit C. It shows the assets that were transferred that for which Commission approval is needed.

8. There are no pending actions or final unsatisfied judgments or decisions against the Applicant from any state or federal agency or court involving customer service, or rates which action, judgment or decision has occurred within three (3) years of the date of this application.

9. The transaction herein has no impact on the tax revenues of relevant political subdivisions.

10. The proposed acquisition of the specified assets herein and the related transactions are not detrimental to the public interest of the State of Missouri and in fact will be consistent with and will promote the public interest. The assets would be acquired a Missouri public utility, and remain subject to the jurisdiction of the Commission. The owner and operator now and after approval of the transfer have considerable expertise and experience in providing water and sewer utility services to residents of the State of Missouri. The transfer protects the public as the Applicant had been contacted by governmental agencies to consider operating the system herein as the former operator apparently had not kept the system and assets in working order and problems existed.

With the sale and transfer to the Applicant operating the system the problematic issues were addressed and the public protected and served.

12. Rodger Owens is fully qualified, in all respects to own and operate the systems currently being operated by him and to otherwise provide safe, reliable and affordable service. Exhibit E. The Applicant will continue to utilize the rates, rules and regulations and other tariffs currently on file with and approved by the Commission and will continue to operate under those rates, rules and regulations until such time as they may be modified according to law.

13. In seeking Commission approval herein the Applicant further advises that the current rates are inadequate and once the application is approved will seek further rating making to consider the need for different rates in light of the passage of time, expense, inflation, and the reasonable actual costs of providing this service to customers herein. However the current rates need to be continued at the old owners/entity's tariffed rates.

14. The customers of the new entity over time will experience an improvement in the quality of their day-to-day utility service.

15. The acquisition of the subject assets herein will improve the ability of these properties to attract capital required to undertake and complete additions, improvements and replacements to its facilities necessary for it to meet the needs of its customers and to satisfy environmental requirements and should remove any issue concerning the propriety of the operation of a water system under current ownership.

16. The Applicant seeks an order/agreement that the assets that are the subject of this application will be valued for ratemaking purposes at the appropriate purchase price and that the Commission either issue a new Certificate of Convenience and Necessity (CCN) or transfer the CCN of the original owners herein to the Applicant.

17. Exhibit G are two affidavits (G1, G2) from the original owners. Exhibit H is an affidavit of Mr. Rodger Owens.

18. There are no annual reports or assessment fees overdue.

WHEREFORE, Applicant respectfully request that the Commission expedite the processing of this application such that the transaction contemplated by the facts in this case and thereafter issue its order:

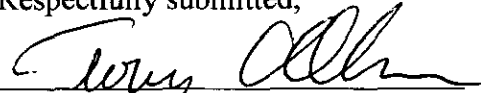
(A) Authorizing Leo Temples and James E. Ketcherside the transfer of the assets identified herein to the Applicant as requested herein;

(B) Authorizing Applicant to take any and all other actions which may be reasonably necessary and incidental to the performance of the acquisition; and,

(C) Granting such other relief as may be deemed necessary and appropriate to accomplish all purposes set out in this Application and any transactions herein and to consummate related transactions as may be necessary.

(D) An order either transferring the current CCN to the Applicant or issue a new one to the Applicant for the area in the original Order of this Commission Exhibit A page 3, while maintaining the current tariffed rates until a new rate application is filed.

Respectfully submitted,



Terry C. Allen, Mo Bar 19894  
Allen Law Offices, LLC  
612 E. Capitol Ave, P.O. Box 1702,  
Jefferson City, Missouri 65102  
Fax 573 636 4667  
Tele 573 636 9667  
[terry@tcallenlawoffices.com](mailto:terry@tcallenlawoffices.com)

ATTORNEY FOR APPLICANT

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

CASE NO. WA-88-111

In the matter of the application of Whispering Hills Water System for permission, approval and a certificate of convenience and necessity authorizing it to own, operate, install, reconstruct, control, manage, and maintain a water system for the public, located in an unincorporated area in Wayne County, Missouri.

APPEARANCES: Leo Temple, President, Whispering Hills Water System,  
Route #1, Box 59, Wappapello, Missouri 63966, Pro se.

HEARING  
EXAMINER: Martha S. Hogerty

REPORT AND ORDER

On October 7, 1987, Whispering Hills Water System (Applicant) filed an application with the Commission pursuant to Section 393.170, RSMo 1986, for a certificate of public convenience and necessity.

On January 5, 1988, the Commission issued its Order setting an intervention deadline for February 4, 1988. The Commission's Order stated that in the event no proper party filed an application to intervene and neither the Staff nor the Office of the Public Counsel requested a hearing on or before February 4, 1988, the Commission would allow Applicant to submit its evidence in support of the application by verified statement.

No interventions or requests for hearing have been filed in this proceeding. On December 21, 1987, Staff filed its Memorandum recommending approval of the application. This Report and Order is based upon the verified application and the Staff's recommendation.

EA

Findings of Fact

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the following findings of fact:

Leo Temples and James E. Katcherside, sole owners of Whispering Hills Water System, are the Applicants in this case. Applicant's principal office and place of business is located at Route 1, Box 59, Wappapello, Missouri 63966. Applicant is a public utility proposing to render water service to the public under the jurisdiction of this Commission.

By this application, Applicant requests a certificate of public convenience and necessity to install, own, reconstruct, operate, control, manage and maintain a water system for the public located in an unincorporated area in Wayne County, Missouri.

Attached to the application is a feasibility study, a map showing existing water lines and proposed extensions and financial statements for both Temples and Katcherside.

Applicant states that there are no municipalities located within the proposed service area and that it has complied with all legal requirements of the Wayne County Court. Applicant further states that there are no public utilities or governmental bodies being operated or rendering water service within the area proposed to be served.

Based upon Staff's recommendation that the residents of the service area rely on this system for water service and that in Staff's opinion the owners of the utility are conscientious about maintaining and proving the system, the Commission determines that the application is convenient for the public service and, therefore, should be granted.

EYA  
2 2

Conclusions of Law

The Missouri Public Service Commission has arrived at the following conclusions:

The Applicant is a public utility under the jurisdiction of this Commission.

Pursuant to Section 393.170, RSMo 1966, no water corporation shall begin construction of a water plant without first having obtained the permission and approval of the Commission.

The Commission, after due notice and opportunity for hearing, has determined that the application sought herein is convenient for the public service.

It is, therefore,

ORDERED: 1. That Applicants, Leo Temples and James E. Ketcherside, doing business as Whispering Hills Water System, be, and are, hereby granted a certificate of public convenience and necessity to provide water service within the area described below:

All of the Northwest Quarter of Section 26, Township 27 North, Range 7 East, and all of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 29, Township 27 North, Range 7 East, containing 170 acres, more or less, all in Wayne County, Missouri.

ORDERED: 2. That nothing in this Report and Order shall be considered by a finding by the Commission of the reasonableness of any expenditures herein involved nor the value for ratemaking purposes of any properties herein involved nor as an acquiescence in the value placed upon said properties by the Applicant. Furthermore, the Commission reserves the right to consider the ratemaking treatment to be afforded any construction investment undertaken pursuant to this authority and its resulting cost of capital in any later proceeding.

ORDERED: 3. That the authority granted herein is conditioned upon Applicants submitting to the Commission a certificate from the Secretary of State

E/A

that they are authorized to do business within the State of Missouri and a copy of the registration of Applicants' fictitious name with the Secretary of State.

ORDERED: 4. That Applicant shall file a complete tariff within sixty (60) days of the effective date of this Report and Order as agreed to by itself and Staff.

ORDERED: 5. That Staff shall review the books and records within eighteen (18) months of the effective date of this Report and Order to determine whether Applicant's rates are proper, based on actual expenses.

ORDERED: 6. That this Report and Order shall become effective on the 15th day of April, 1988.

BY THE COMMISSION

*Harvey G. Hubbs*  
Harvey G. Hubbs  
Secretary

(S E A L)

Steinmeier, Chm., Musgrave, Mueller,  
Hendren and Fischer, CC., Concur.

Dated at Jefferson City, Missouri,  
this 5th day of April, 1988.

*EX A*



GEORGE ALCORN  
HC 2 BOX 2097 B  
WAPPAPELLO, MO 63966

~~MICHAEL ALLEN  
HC 2 BOX 2130  
WAPPAPELLO, MO. 63966~~

CLYDE BABB JR.  
16679 STATE HIGHWAY AF  
DEXTER, MO 63841

PATRICIA CHANDLER  
P.O. BOX 161  
WAPPAPELLO, MO 63966

CHARLES CHILDERS  
24817 PIGEON ROOST ROAD  
THABES, IL, 62990

JERRY CHRISTIAN  
HC 2 BOX 2110  
WAPPAPELLO, MO 63966

GARY COOK  
341 U.S. HWY 61  
NEW MADRID, MO. 63869

WILLAM CRAWFORD  
HC 2 BOX 2090  
WAPPAPELLO, MO 63966

LLOYD CULLUM  
COUNTY ROAD 543  
BLOOMFIELD, MO 63627

AL DUNBAR  
HC 2 BOX 2096  
WAPPAPELLO, MO. 63966

NATHAN FOUST  
HC 2 BO X 2107  
WAPPAPELLO, MO 63966

NATHAN FOUST  
HC 2 BO X 2107  
WAPPAPELLO, MO 63966

JOANNE FRAME  
HC 2 BOX 2103  
WAPPAPELLO, MO 63966

WILLIAM FREEMAN  
HC 2 BOX 2113  
WAPPAPELLO, MO 63966

RONALD GAMMON  
1211 COLLEGE  
CAPE GIRARDEAU, MO 63703

CURTIS GLASTETTER  
HC 2 BOX 2119  
WAPPAPELLO, MO. 63966

TOM GRIFFIN  
HC 2 BOX 2098  
WAPPAPELLO, MO 63966

DUSTY HAYDEN  
HC 2, BOX 2120  
WAPPAPELLO, MO 63966

NORRIS GREEN  
P.O. BOX 208  
ORAN, MO. 63771

LINDA HENSON  
HC 2 BOX 2085  
WAPPAPELLO, MO 63966

LARRY HOUCHINS  
HC 2 BOX 2129  
WAPPAPELLO, MO 63966

BOB HOWARD  
366 NEW BALLWIN  
BALLWIN, MO 63021

~~COY JACKSON  
HC 2 BOX 2111A  
WAPPAPELLO, MO 63966~~

ROSANNA KARNES  
HC 2 BOX 2095  
WAPPAPELLO, MO 69633

BERTHA LINDLEY  
HC 2 BOX 2114  
WAPPAPELLO, MO 63966

JUANITA LINLEY  
P.O. 452  
WAPPAPELLO, MO. 63966

DOTTIE LUTES  
P.O. BOX 348  
MOREHOUSE, MO 63868

DEX MORGAN  
105 CAROL  
EUREKA, MO. 63025

JODIE & TAMMY MORGAN  
212 REDBUD TRAIL  
EUREKA, MO 63025

(4 B.) 1

CLYDE MOORE  
HC 2 BOX 2128  
WAPPAPELLO, MO 63966

JERRY PRAGACZ  
HC 2 BOX 2100  
WAPPAPELLO, MO 63966

ARROL QUAITE  
HC 2 BOX 2097  
WAPPAPELLO, MO 63966

KEN RAMSEY  
HC 2 BOX 2091  
WAPPAPELLO, MO 63966

DANNY REDINBO  
HC 2 BOX 2116  
WAPPAPELLO, MO 63966

KENNETH RIDDLE  
P.O. BOX 404  
POPLAR BLUFF, MO 63902

ANTHONY RIDER  
HC 2 BOX 2099C  
WAPPAPELLO, MO.63966

RUTH MAE SISK  
HC 2 BOX 2141  
WAPPAPELLO, MO 63966

DANIEL TEASLEY  
HC 2 BOX 2125  
WAPPAPELLO, MO 63966

LEO TOLBERT  
P.O. BOX 119  
WAPPAPELLO, MO. 63966

BILL UNGER  
606 STATE HWY AA  
SIKESTON, MO 63801

WAPPAPELLO MOTORS  
HC 2 BOX 2109  
WAPPAPELLO, MO 63966

BILL WATSON  
P.O. BOX 322  
WAPPAPELLO, MO 63966

MICHAEL WELKER  
ROUTE 1, BOX 149  
MARBLE HILL, MO 63764

343

Re-Recorded

343 248

Form 1018

Pledmont Printing Co., 113 Dryden St.

Class B

### GENERAL WARRANTY DEED (WITH STATUTORY ACKNOWLEDGMENTS)

THIS INDENTURE, Made on the 24<sup>th</sup> day of April, A. D. One Thousand Nine Hundred and Ninety-five, by and between LEO TEMPLES AND DOROTHY TEMPLES, HIS WIFE, AND JAMES E. KETCHERSIDE, A SINGLE PERSON, of Wayne County, Missouri, parties of the first part, and RODGER D. OWENS, A SINGLE PERSON,

of the county of Wayne in the State of Missouri part y of the second part. (mailing address of said first named grantee is P. O. Box 24 Wappapello, MO 63966)

WITNESSETH, That said part ies of the first part, for and in consideration of the sum of TEN AND 00/100THS DOLLARS and other valuable consideration

to them paid by the said part y of the second part, the receipt of which is hereby acknowledged, do presents, Grant, Bargain and Sell, Convey and Confirm, unto the said part y of the second part his heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Wayne and State of Missouri, to-wit:

All of Lot 124 of the Whispering Hills Subdivision as recorded with the Recorder of Deeds for Wayne County, Missouri, and also all of 15 feet off the South end of Lot 4 of Whispering Hills Subdivision as recorded with the Recorder of Deeds for Wayne County, Missouri, all located in the Northwest corner of Section 26, Township 27 North, Range 7 East.

(Description furnished)

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto the said part y of the second part, and unto his heirs and assigns forever, the said parties of the first part

hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the premises are free and clear of any incumbrances done or suffered by them or those under whom they claim; and that they will Warrant and Defend the title to the said premises unto the said part y of the second part, and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part ha ve hereunto set their hand s and seal s this the day and year first above written.

Leo Temples (SEAL)  
Dorothy Temples (SEAL)  
James E. Ketcherside (SEAL)

LC

1



RE 550D - Contract for the Sale of Real Estate 57999

THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

THIS CONTRACT, made and entered into this 22ND day of FEBRUARY, 19 95, by and between JAMES E. KETCHERSIDE & LEO TEMPLES, the Seller, and RODGER OWENS, the Buyer.

The terms Seller and Buyer may be either singular or plural according to whichever is evidenced by the signatures below.

WITNESSETH: For and in consideration of the mutual obligations of the parties hereto, the Seller hereby agrees to sell and convey unto the Buyer and the Buyer agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, the following described real estate situated in the County of WAYNE State of Missouri, to wit: PROPERTY KNOWN AS WHISPERING HILLS WATER SYSTEM - PROPERTY TO INCLUDE TWO (2) LOTS #1 - 15'X60' WITH 181' DEEP WELL & 8'X12' WELL HOUSE & IMPROVEMENTS - LOT #2 - 24'X60' LOT FOR FUTURE EXPANSION IF NEEDED ON WATER SYSTEM. ALSO INCLUDES MAIN WATER LINE 1,580' M/L & APPROXIMATELY 54 HOOKUP 4/4 METERS INSTALLED. ALSO APPROXIMATELY 40 M/L METERS IN STORAGE - EXTRA 7 1/2HP PUMP IN BOX - BILLING FORMS & ENVELOPES & ETC. AS PER ATTACHMENT. THIS CONTRACT ALSO ALLOWS LEO TEMPLES & DOROTHY TEMPLES (HIS WIFE) WATER AT NO CHARGE FOR THE REST OF THEIR LIVES. PROVIDING LEO TEMPLES PROVIDES ASSISTANCE WITH SYSTEM! together with the following described personal property: ... floor coverings, window shades, venetian blinds, curtain rods, storm doors and windows, screens, awnings, attached mirrors, TV antenna, automatic garage door opener, water softener.

(Paid Cash (\$10,000) Accepted by James Ketcherside)

subject, however, to any reservations, easements or restrictions of record and any zoning laws, regulations or ordinances affecting the said property, as will not materially interfere with such use of the property as the Buyer might reasonably expect to make in view of the general character of the area and neighborhood in which the property is located

The price for said property shall be TEN THOUSAND (\$10,000) DOLLARS; to be paid by Buyer as follows \$10,000 Cash at the time of the execution and delivery of this contract, the receipt of which is hereby acknowledged by the Seller, and which is deposited with SPEEDY KETCHERSIDE AUCTION & REALTY ESCROW as agent for the Seller in earnest money, and as a part of the purchase price and consideration for this agreement, and upon delivery of the deed as hereinafter provided, the Buyer shall pay the balance of the purchase price to Seller as follows: if Seller agrees to finance part of the purchase price as hereinafter set forth, then by debiting the note and deed of trust as hereinafter provided; or if Buyer is assuming and agreeing to pay the note secured by a deed of trust which is presently outstanding as hereinafter set forth, then by Buyer accepting delivery of a deed containing the assumption agreement, and by delivery to Seller the remaining balance of the purchase price, if any, in cash or by certified check.

All of the General Sales Conditions and Closing Practices and any Financing or Special Agreements, all as set forth below and on the reverse side hereof, are hereby made a part of this contract. Permission is hereby granted by Seller and Buyer for the agent to provide sales data information of this transaction, including selling price and property address, to the local Board of REALTORS, its members, member's prospects, appraisers, and other professional users of real estate sales data.

FINANCING AGREEMENTS (Only those paragraphs which are completed shall be applicable)

A. The real property described above is subject to the lien of a first deed of trust on said property, securing the payment of a promissory note payable to ... and bearing interest at the rate of ... per cent per annum, with an unpaid balance of principal thereon as of the closing date of \$ ... and the Buyer will, on the closing dates, as part of the purchase price, assume and agree to pay the actual remaining unpaid balance of said note. (NOTE: Assumption by Buyer does not necessarily release seller from continued liability.)

B. Seller agrees to finance a part of the purchase price in the amount of \$ ... to be evidenced by a negotiable purchase money promissory note in a form approved by Seller to be amortized in equal monthly installments over a period of ... years bearing interest at the rate of ... per cent per annum and secured by a ... deed of trust in a form approved by Seller and covering the property described above

C. This contract is given subject to the Buyer's ability to obtain a conventional loan or loans in the amount of \$10,000 Dollars payable over a period of not less than 10 years and bearing interest at a rate of not more than 10% percent per annum. The Seller shall not be obligated to pay any of the expenses incidental to the obtaining of such loan or loans. Origination fee points shall be paid to the lender by the Buyer. The Buyer shall use reasonable diligence in seeking to obtain such a loan or loans and in the event the Buyer is unable to obtain such loan or loans commitment by the day of ... 19 ... then this contract shall be null and void and the earnest money deposit shall be returned to the Buyer.

D. This contract is given subject to the Buyer's ability to obtain a U.S. Government insured or guaranteed loan in the amount of \$ ... payable over a period of not less than ... years and bearing interest at a rate of not more than ... percent per annum. In the event such a loan is obtained through V.A., Seller agrees to pay ... loan discount points to lender, which may not be paid by Buyer. In the event such a loan is obtained through F.H.A., Seller agrees to pay ... loan discount points to lender and Buyer agrees to pay ... loan discount points to lender. Origination fee points shall be paid to the lender by the Buyer. The Buyer shall use reasonable diligence to obtain such a loan. If the Buyer is unable to obtain such loan commitment by the day of ... 19 ... then this contract shall be null and void and the earnest money deposited shall be returned to the Buyer.

The sale under this contract shall be closed at the office of LENDING INSTITUTION in TO BE DETERMINED Missouri, on or before the 22ND day of MARCH, 19 95, at 5:00 o'clock P. M. or at such other time and place as the parties may mutually agree. If there are defects in the title to the property which require correction, then the time of closing may be extended by the application of the provision of said General Closing Conditions and Sales Practices.

Possession shall be delivered to the Buyer at the time of closing or within Closing days thereafter, subject to the rights of LEO & SPEEDY (MORTGAGES DUE WILL BE PRORATED TO DATE OF CLOSING)

The Seller agrees to pay the agent the commission agreed upon between them.

REAL ESTATE DISCLOSURE TO BUYER BY SELLER'S AGENT: Buyer acknowledges that Buyer has been informed orally, at the time the Agent obtained personal and financial information, or provided other specific assistance, and by this written disclosure, that: (1) the listing and cooperating ("selling") brokers working through their salespeople are acting on behalf of the Seller of the real estate; (2) any commission will come either directly or indirectly from the Seller of the real estate, and (3) information given to the Agent by the Buyer may be disclosed to the Seller.

IN WITNESS WHEREOF, the Buyer has executed this agreement on the day and year first above written and acknowledges receipt of one copy of this contract which offer set forth herein shall automatically expire at 5:00 P.M. on the 24TH day of FEBRUARY, 1995, if not accepted by Seller by that time or withdrawn by Buyer prior to that time.

X Buyer Rodger Owens Date 02-22-95 Time 8:30 P.M. S.S.# 486-54-6305

Seller hereby I accepts the foregoing offer set forth in this contract on the terms & conditions specified herein, effective on the day & year first above written.

Seller's counter offer shall automatically expire at M. on the ... day of ... 19 ... if not accepted by Buyer by that time or withdrawn by Seller prior to that time.

X Seller James E. Ketcherside Date 2-22-95 Time 8:35 P.M. S.S.# 487-54-8355

Buyer accepts the Seller's counter offer made on the ... day of ... 19 ... Time ... M on the ... day of ... 19 ... Time ... M. Buyer's initials

This transaction is a co-brokered sale through ... the undersigned agent acknowledges receipt of the earnest money deposit and confirms that the required agency disclosure has been made in accordance with MREC Rule #4 CRS 250-8.095.

Agent ... by ...

Handwritten initials and number 2

344

249

STATE OF MISSOURI } ss. On this 24th day of April, A. D. 19 95  
 County of Wayne  
 before me personally appeared LEO TEMPLES AND DOROTHY TEMPLES, HIS WIFE,  
 known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same of their free act and deed.  
 In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in said County and State the day and year first above written.  
 My term of office as Notary Public will expire April 27, 1997  
 Linda Lassiter  
 Notary Public

STATE OF MISSOURI } ss. On this 24th day of April, A. D. 19 95  
 County of Wayne  
 before me personally appeared JAMES E. KETCHERSIDE, A SINGLE PERSON,  
 known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same of his free act and deed. And the said JAMES E. KETCHERSIDE further declared himself to be single and unmarried.  
 In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in said County and State the day and year first above written.  
 My term of office as Notary Public will expire 4-27, 1997  
 Linda Lassiter  
 Notary Public

General Warranty Deed  
 (WITH STATUTORY ACKNOWLEDGMENTS)  
 STANDARD MISSOURI FORM

FROM \_\_\_\_\_ TO \_\_\_\_\_

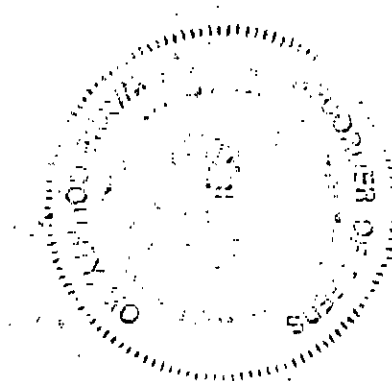
Filed for record this 26th day of April, A. D. 19 95  
 at 10 o'clock 40 minutes A.M.  
Darren I. Gakison Recorder.  
Joan Bridges Deputy Recorder.  
 Recorder's Fee - \$21.07

Re-Recorded Deed  
 FILED FOR RECORD  
 L o'clock 5 min P.M.  
 MAY 1 1995  
 Mailing Address  
 DARREN I. GAKISON  
 CIRCUIT CLERK AND  
 RECORDER OF DEEDS  
 Form 1

IN THE RECORDER'S OFFICE  
 STATE OF MISSOURI } ss.  
 County of Wayne  
 I, Darren I. Gakison  
 Clerk of the Circuit Court and Ex-Officio Recorder of said County, do hereby certify that the within instrument of writing was on the 26th day of April, A. D. 19 95, at 10 o'clock 40 minutes A.M. duly filed for record, and is now recorded in the Records of this office in book 378 at page 248  
 In Witness Whereof, I have hereunto set my hand and affixed my official seal at Greenville, Mo. this 26th day of April, 1995  
Darren I. Gakison Recorder.  
Joan Bridges Deputy Recorder.

Re-Recorded  
 STATE OF MISSOURI ) S  
 COUNTY OF WAYNE )  
 FILED FOR RECORD  
 THIS 26th DAY OF April, 1995 at 10:40 A.M.  
 AND RECORDED IN BOOK 378 AT PAGE 248  
Darren I. Gakison RECORDER  
Joan Bridges DEPUTY

34 C  
3



07 FEB 27 AM 10:38  
FILED WAYNE COUNTY MO  
BOOK 2007 PAGE 00473  
CHARITY BARKS  
WAYNE COUNTY RECORDER

### Deed of Release 1205215

Date of Document February 9, 2007

WHEREAS, Grantee(s):     **ROGER D OWENS                   HUSBAND**  
                                  **LADAWN OWENS                 WIFE**  
                                  **PO BOX 24**  
                                  **WAPPAPELLO MO 63966**

by     **THEIR**     deed of trust, dated the     **11<sup>TH</sup>**                   day of     **APRIL, 2006**

and recorded in the Recorder's office, in and for the County of     **WAYNE**                   and State of  
**Missouri**, in Book     **2006**                   at page     **00940** , conveyed to **L Dwayne Hackworth**

The property in said deed described, in Trust, to secure to Grantor:                   **Peoples Community Bank**

The payment of certain note or notes in said deed described and set forth; and whereas, the present owner or  
owners of said property have     **FULLY**                   paid and satisfied said deed of trust and note or notes, and is  
or are justly and legally entitled to a     **FULL**                   release of said deed of trust.

Now, therefore, the undersigned,                   **Peoples Community Bank**

Party of the first part, present holder and legal owner of said deed of trust and note or notes, does hereby

Remise, Release and Quit-Claim unto the present owner or owners of said property, party or parties of the

Second part,     **All**                   of the real estate in said deed of trust described, situated in the County of  
**WAYNE**                   and State of Missouri, to-wit:

Refer to exhibit 'A' which is attached hereto and made a part hereof.

To have and to hold the same, with all the appurtenances thereto belonging unto the said party or parties of the second  
part, free, clear and discharged from the encumbrance of said deed of trust.

*Handwritten initials and number:*  
GJC  
4

IN WITNESS WHEREOF, the party of the first part has executed these presents this 9<sup>TH</sup> day

of February, 2007

Attest:

Linda Laasiter  
Linda Laasiter, Cashier

Dawna Keel  
Dawna Keel, Vice-President



State of Missouri

}ss.

County of Bollinger

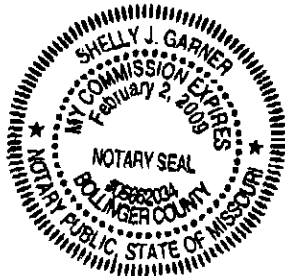
On this 9<sup>TH</sup> day of February, 2007, before me appeared Dawna Keel

to me personally known, who, being by me duly sworn, did say that she is the Vice-President of Peoples Community Bank

a Corporation of the State of, Missouri and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Dawna Keel acknowledged said instrument to be the free act and deed of said corporation.

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

My term expires 2/2/09



Shelly J. Garner  
Notary Public.

Handwritten initials 'JLC' and the number '5'.

EXHIBIT "A"

All of Lot 124 of the Whispering Hills Subdivision as recorded with the Recorder of Deeds for Wayne County, Missouri, and also all of 15 feet off the South end of Lot 4 of Whispering Hills Subdivision as recorded with the Recorder of Deeds for Wayne County, Missouri, all located in the Northwest corner of Section 26, Township 27 North, Range 7 East.

(Description Furnished)

E/C  
4



344

249

STATE OF MISSOURI )  
 County of Wayne ) ss. On this 24th day of April, A. D. 19 95  
 before me personally appeared LEO TEMPLES AND DOROTHY TEMPLES, HIS WIFE,  
 known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same in their free act and deed.  
 In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in said County and State the day and year first above written.  
 My term of office as Notary Public will expire April 27, 1997.  
Linda Lassiter Notary Public.  
 NOTARY PUBLIC STATE OF MISSOURI  
 WAYNE COUNTY  
 MY COMMISSION EXPIRES APR. 27, 1997

STATE OF MISSOURI )  
 County of Wayne ) ss. On this 24th day of April, A. D. 19 95  
 before me personally appeared JAMES E. KETCHERSIDE, A SINGLE PERSON,  
 known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same in his free act and deed. And the said JAMES E. KETCHERSIDE further declared himself to be single and unmarried.  
 In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in said County and State the day and year first above written.  
 My term of office as Notary Public will expire 4-27, 1997.  
Linda Lassiter Notary Public.  
 NOTARY PUBLIC STATE OF MISSOURI  
 WAYNE COUNTY  
 MY COMMISSION EXPIRES APR. 27, 1997

General Warranty Deed  
 (WITH STATUTORY ACKNOWLEDGMENTS)  
 STANDARD MISSOURI FORM

FROM \_\_\_\_\_ TO \_\_\_\_\_

Filed for record this 26th day of April, A. D. 19 95  
 at 10 o'clock 40 minutes A.M.  
Darren T. Garkison Recorder.  
John Bridges Deputy Recorder.  
 Recorder's Fee 27.07

Re-Recorded Deed  
 FILED FOR RECORD  
1 o'clock 15 min P.M.  
 MAY 1 1995  
 Mailing Address  
 DARRIN T. GARKISON  
 CIRCUIT CLERK AND  
 RECORDER OF DEEDS  
 Form 1

IN THE RECORDER'S OFFICE

STATE OF MISSOURI )  
 County of Wayne ) ss.  
Darren T. Garkison  
 Clerk of the Circuit Court and Ex-Officio Recorder of said County, do hereby certify that the within instrument of writing was on the 26th day of April, A. D. 19 95, at 10 o'clock 40 minutes A.M. duly filed for record, and is now recorded in the Records of this office in book 378 at page 248.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Greenville, Mo. this 26th day of April, 1995.  
Darren T. Garkison Recorder.  
John Bridges Deputy Recorder.

Re-Recorded  
 STATE OF MISSOURI ) ss.  
 COUNTY OF WAYNE )  
 FILED FOR RECORD  
 THIS 26th DAY OF APRIL  
1995 at 10:40 AM  
 AND RECORDED IN BOOK  
378 AT PAGE 248  
Darren T. Garkison  
 RECORDER  
 BY John Bridges DEPUTY

EXC 7

File Number:

X00969712

Date Filed: 05/20/2009

Expiration Date: 05/20/2014

Robin Carnahan

Secretary of State



State of Missouri

Robin Carnahan, Secretary of State

Corporations Division
PO Box 2050 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

Registration of Fictitious Name

(Submit with filing fee of \$7.00)
(Must be typed or printed)

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. The fictitious name registration expires 5 years from the filing date. (Chapter 417, RSMo)

Please check one box:

[X] New Registration [ ] Renewal [X] Charter number [ ] Amendment [X] Charter number [ ] Correction [X] Charter number

The undersigned is doing business under the following name and at the following address:

Business name to be registered: Whispering-Hills Water System

Business Address: 406 S. Allen

(PO Box may only be used in addition to a physical street address)

City, State and Zip Code: Bernie, Mo. 63822

Owner Information:

If a business entity is an owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed. Please attach a separate page for more than three owners. The parties having an interest in the business, and the percentage they own are:

Table with 6 columns: Name of Owners, Charter # of Owner, Street and Number, City and State, Zip Code, If Listed, Percentage of Ownership Must Equal 100%. Row 1: Rodger Owens, 406 S. Allen, Bernie, Mo, 63822, 100%

All owners must affirm by signing below

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 of a false declaration under Section 575.060 RSMo)

[Handwritten Signature: Rodger Owens]

Rodger Owens
Printed Name

May 13, 2009
Date

Authorized Signature

Printed Name

Date

Authorized Signature

Printed Name

Date

Name and address to return filed document:
Name:
Address:
City, State, and Zip Code:

State of Missouri
Fictitious Creation 1 Page(s)



T0914017504

Ex-D

**Rodger Owens**  
**P. O. Box 24, Wappapello, MO 63966**  
**573-293-5792 or 573-718-3796**  
**rnlowens@newwavecomm.net**

---

**Objective**            An active and productive position on the Missouri State Safe Drinking Water Commission.

**Profile**                . Nearly 25 years of experience in the water and wastewater business.  
                              . Have worked well with others and very good work ethics.  
                              . Have good understanding of the needs in the water business.  
                              . Owns and operates several small water companies for past 14 years.  
                              . Member of Missouri Rural Water Association.  
                              . Member of the Missouri Water and Wastewater Association.  
                              . Member of the Missouri State Safe Drinking Water Commission

**Education**            High School:    Bernie High School, Bernie, MO

**Specialized Courses:**

Water License thru the Missouri Department of Natural Resources.  
Certificate of Competency – Class “C “ License.

Wastewater License thru the Missouri Department of Natural Resource  
Certificate of Competency – Class “C” License.

Refrigeration and Heating thru Sikeston Adult Education—78 hour  
certificate.

Attended various water and wastewater training classes and continuing  
education hours.

**Experience**            1994 to Present  
Self employed – Own and operate water and wastewater systems, own  
Oakbrier Estates, Lakeland Heights Water Co., Whispering Hills Water  
R D Sewer Company LLC also operate 3 more small community  
Systems which are Johns Branch Water Co., Corner Water Company,  
Pine Trail Water Company.

1992-1994

Stroder Masonary- Laborer and Bricklayer.

1991-1992

Forcum and Lannom, Dyersburg, Tennessee  
Heavy equipment operator

1981-1991

City of Bernie, Bernie, Missouri

1982-1983

General worker and Equipment Operator **EXHIBIT E, PAGE 1**

My work consisted of overall maintenance and upkeep of all city maintenance departments. Those include gas, water, wastewater, and street department.

1983-90 Maintenance Foreman.

1990-91 City Engineer

1986-1990

Hydo-Services, Lake Wappapello, Missouri

Wastewater operator. Part time weekend work.

1980-1978

Ford and White Implement, Pleasington, Texas

Maintenance Foreman

### **Special Skills**

Operate—Heavy Equipment

Backhoe, trencher, road grader, excavator, front end loader, asphalt roller, and large trucks also have CDL

### **Military Service**

U.S. Army, Sgt. E-5, 1967-1969

Honorable discharge. Received Purple Heart in May, 1968.

### **References.**

Richard Reynolds, Retired Military, Retired School Superintendent.

P O Box 454, Clarkton, MO 63837

573-448-5283

Orlie Smith, Retired, Missouri Public Service Commission

3130 Valley Creek Road, Cape Girardeau, MO 63701

573-334-5170

Steve Holden, Attorney

P O Box 633, Dexter, MO 63841

573-624-8901

For the calendar year of January 1 - December 31, 2008

2 Company Name: Whispering Hills Water System

NOTE: Please do not type over formulas. Totals will calculate automatically in this spreadsheet.

**BALANCE SHEET**  
**WATER AND SEWER OPERATIONS**  
**ASSETS**

	Account Description (a)	Amount (b)
3	Water Plant In Service (From Pg. W-5)	\$ 26,840.95
4	LESS: Water Depreciation Reserve (From Pg. W-6)	\$ 25,009.13
5	Net Water Plant in Service (i.e., Water Plant In Service MINUS Water Depreciation Reserve)	\$ 1,831.82
6	Water Materials and Supplies (From Pg. 11)	\$ 1,141.53
7	Water Construction Work in Progress	
8	Water Plant Held for Future Use *	
9	Water Plant Acquisition Adjustment	
10	Sewer Plant in Service (From Pg. S-4)	\$ -
11	LESS: Sewer Depreciation Reserve (From Pg. S-5)	\$ -
12	Net Sewer Plant in Service (i.e., Sewer Plant in Service MINUS Sewer Depreciation Reserve)	\$ -
13	Sewer Materials and Supplies (From Pg. 11)	\$ -
14	Sewer Construction Work in Progress	
15	Sewer Plant Held for Future Use *	
16	Sewer Plant Acquisition Adjustment	
17	Other Plant *	
18	Cash	\$ 138.00
19	Other Assets (Accounts Receivable, etc.) *	\$ 468.00
20	<b>Total Assets**</b>	<b>\$ 3,579.35</b>

\* Please attach a detailed explanation for these items.

\*\* Total Assets should balance with Total Equity and Liabilities on Page 5 (see instructions).  
Difference between Equity & Liabilities and Assets (from Pg 5)

\$ (0.00)

Indicates link to another worksheet within workbook

Indicate formula cells

Ex F(1)

For the calendar year of January 1 - December 31, 2008

2 Company Name: Whispering Hills Water System

NOTE: Please do not type over formulas. Totals will calculate automatically in this spreadsheet.

**BALANCE SHEET**  
**WATER AND SEWER OPERATIONS**  
**EQUITY AND LIABILITIES**

Account Description (a)	Amount (b)
3 Capital Stock	
4 Retained Earnings	\$ (1,301.60)
5 Long-Term Debt to Affiliates (owners, other owner controlled companies, etc.)	
6 Short-Term Debt to Affiliates (owners, other owner controlled companies, etc.)	
7 Long-Term Debt (banks, etc.)	
8 Short-Term Debt (banks, etc.)	
9 Water Customer Deposits	
10 Water Advances for Construction	
11 Water CIAC (From Pg. 8)	\$ 3,750.00
12 <u>LESS:</u> Water Amortization of CIAC (From Pg. 8)	\$ 215.43
13 Net Water CIAC (i.e., Water CIAC MINUS Water Amortization of CIAC)	\$ 3,534.57
14 Sewer Customer Deposits	
15 Sewer Advances for Construction	
16 Sewer CIAC (From Pg. 8)	\$ -
17 <u>LESS:</u> Sewer Amortization of CIAC (From Pg. 8)	\$ -
18 Net Sewer CIAC (i.e., Sewer CIAC MINUS Sewer Amortization of CIAC)	\$ -
19 Deferred Taxes - ITC	
20 Deferred Taxes - Other *	
21 Other Liabilities (Accounts Payable, etc.) *	\$ 1,346.38
22 <b>Total Equity and Liabilities**</b>	<b>\$ 3,579.35</b>

\* Please attach a detailed explanation for these items.

\*\* Total Equity and Liabilities should balance with Total Assets on Page 4 (see Instructions).  
Difference between Equity & Liabilities and Accots (from Pg 4)

\$ 0.00

Indicates link to another worksheet within workbook

Indicates formula cells

Eq F (2)

AFFIDAVIT

State of Missouri )  
 ) SS  
County of Wayne )

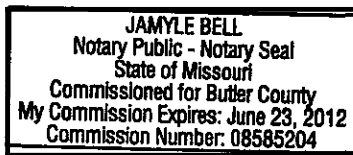
Come now Leo Temples, one of the original owners of Whispering Hills Water System, and after being duly sworn states that the facts in paragraph 2 of the Application to which this affidavit is attached are true to the best of his own personal knowledge and belief. The undersigned requests that either the original CCN be transferred or that a new one be issued to the Applicant.

Leo Temples  
Leo Temples

Subscribed and sworn to before me on this the 28 day of May, 2009.

Jamyle Bell  
Notary

My Commission Expires:



EX 61

AFFIDAVIT

State of Missouri )  
 ) SS  
County of Wayne )

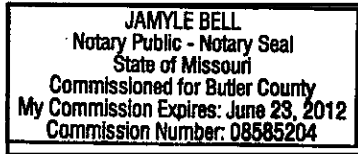
Come now James E. Ketcherside, one of the original owners of Whispering Hills Water System, and after being duly sworn states that the facts in paragraph 2 of the Application to which this affidavit is attached are true to the best of his own personal knowledge and belief. The undersigned requests that either the original CCN be transferred or that a new one be issued to the Applicant.

*James E. Ketcherside*  
James E. Ketcherside

Subscribed and sworn to before me on this the 28<sup>th</sup> day of May, 2009.

*Jamyle Bell*  
Notary

My Commission Expires:




*E. G. 2*

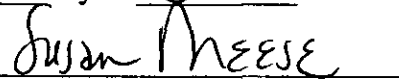


STATE OF MISSOURI )  
 ) SS  
COUNTY OF STODDARD )

Comes Now Rodger Owens d/b/a Whispering Hills Water System, Applicant, and after being duly sworn possessing first-hand knowledge and being of lawful age states that the above facts in the Application are true to the best of their knowledge and belief.

  
Rodger Owens  
406 S. Allen  
Bernie, Mo 63822

Subscribed and Sworn to before me on this the 4<sup>TH</sup> day of JUNE 2009.

  
Notary

My Commission expires:



SUSAN MEESE  
My Commission Expires  
October 14, 2012  
Stoddard County  
Commission #08506066

