

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of the Joint Application of Ridge Creek)
Water Company, LLC and Ridge Creek Development)
Company, LLC for Authority to sell Certain Water)
Assets to The City of St. Robert, Missouri, and)
in Connection Therewith, Certain Other Related)
Transactions)

File No. WM-2019-0079

ORDER DIRECTING NOTICE

Issue Date: September 25, 2018

Effective Date: September 25, 2018

On September 24, 2018, the Receiver for the above named companies filed an application ("Application") with the Commission. The Application seeks authority for the Receiver to sell its water system to the City of St. Robert.

The Commission will direct notice of the Application be given to the Pulaski County Commission, local newspapers, members of the General Assembly representing residents of Pulaski County, and the General Counsel for the Missouri Department of Natural Resources. The Commission will also set a deadline for interested parties to intervene.

THE COMMISSION ORDERS THAT:

1. The Commission's Data Center shall provide a copy of this order and the Application to the County Commission of Pulaski County, Missouri, and the General Counsel for the Missouri Department of Natural Resources.

2. The Commission's Public Information Officer shall make notice of this order available to the members of the General Assembly representing Pulaski County, Missouri, and to the media serving Pulaski County, Missouri.

3. Any person wishing to intervene in this matter shall file an application to intervene no later than October 10, 2018. The application shall be filed in the Commission's Electronic Filing and Information System ("EFIS") or with the Secretary of the Commission. Comments on the application can also be made in EFIS.

4. This order shall be effective when issued.



BY THE COMMISSION

A handwritten signature in dark ink, reading "Morris L. Woodruff".

Morris L. Woodruff
Secretary

Ronald D. Pridgin, Deputy Chief
Regulatory Law Judge, by delegation
of authority pursuant to
Section 386.240, RSMo 2000.

Dated at Jefferson City, Missouri,
on this 25th day of September, 2018.

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

In the Matter of the Application of)	
Ridge Creek Water Company, LLC and)	
Ridge Creek Development Company, LLC)	
For Authority to Sell Certain Water Assets to)	File No. _____
The City of St. Robert, Missouri, and, in)	
Connection Therewith, Certain Other)	
Related Transactions.)	

APPLICATION AND REQUEST FOR WAIVER

COMES NOW the Receiver for Ridge Creek Water Company, LLC and Ridge Creek Development Company, LLC (“Receiver”), and, pursuant to Section 393.190, RSMo, 4 CSR 240-2.060, 4 CSR 240-3.310, and 4 CSR 240-3.605, states the following to the Missouri Public Service Commission (“Commission”):

BACKGROUND INFORMATION

1. Receiver is the court-appointed Receiver for the Ridge Creek Water Company, LLC and Ridge Creek Development Company, LLC (“Ridge Creek”). Ridge Creek is engaged in the provision of water service pursuant to a certificate of convenience and necessity issued by this Commission in Case No. WA-2015-0182.

2. Ridge Creek is a public utility as that term is defined in Section 386.020(32), RSMo. As such, Ridge Creek is subject to the jurisdiction, regulation, supervision, and control of the Commission insofar as it provides water and wastewater service to the public in the State of Missouri. To Receiver’s knowledge, Ridge Creek has no pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates. Ridge Creek has no assessment fees which are overdue.

3. The City of St. Robert (“St. Robert”) is a political subdivision of the 3rd Class

organized and existing under the laws of Missouri and has its principal office at 194 Eastlawn Avenue, Suite A, St. Robert, MO 65584. It owns, operates and maintains municipal electric, natural gas and water distribution systems.

4. Communications in regard to this Application should be addressed to the undersigned counsel.

RIDGE CREEK WATER SYSTEM

5. Ridge Creek Water Company, LLC is a Missouri certificated water corporation as defined by Section 386.020(59), RSMo 2016. It holds a certificate of service authority to provide water service to an unincorporated area of Pulaski County, Missouri, which the Commission issued to Ridge Creek Water on September 2, 2015, in File No. WA-2015-0182.

6. Ridge Creek Development, LLC is a Missouri limited liability company. It is not certificated by the Commission to provide water service to the public. However, Ridge Creek Development is, in fact, providing water service to an unincorporated area of Pulaski County, Missouri, and therefore meets Section 386.020(59)'s definition of a water corporation.

7. Pursuant to the CCN issued in File No. WA-2015-0182, Ridge Creek provides water service to approximately 390 residential customers through 130 service connections in Ridge Creek Subdivision in Pulaski County, Missouri.

8. Staff determined that the owners had effectively abandoned the water system, and on May 3, 2017, Terry M. Jarrett was named receiver in Commission Case No. WO-2017-0236.

THE TRANSACTION

9. Receiver and St. Robert have entered into an Agreement for Sale of Water

System (“Agreement”), a copy of which is marked **Appendix A**,¹ and attached hereto. Pursuant to the Agreement, St. Robert agrees to obtain and acquire certain water and wastewater facilities of Ridge Creek as specifically described in the Agreement under the terms and provisions further described in the Agreement.

10. After the proposed sale, Ridge Creek would no longer own or operate water facilities and would cease to be a “public utility” regulated by the Commission. Accordingly, the Company requests that it be authorized to cease providing water service and that the Commission cancel its Certificate and tariff.

11. Because Ridge Creek is a water corporation doing business in the State of Missouri, it is subject to the provisions of §393.190.1, RSMo, which states, in pertinent part, that “no . . . water corporation or sewer corporation shall hereafter sell, assign, lease, transfer, mortgage or otherwise dispose of or encumber the whole or any part of its franchise, works or system, necessary or useful in the performance of its duties to the public . . . without having first secured from the Commission an order authorizing it so to do.”

ADDITIONAL INFORMATION

12. The St. Robert City Council approved an ordinance on August 7, 2017, approving the Agreement and authorizing its Mayor, Mr. George Lauritson, to sign the Agreement on behalf of Waynesville. See **Appendix A** attached hereto.

13. It is unclear what impact the sale of assets may have on the tax revenues of relevant political subdivisions.

¹ Appendix A contains both the Sales Agreement and the City Ordinance. The Sales Agreement is marked as Exhibit A to the Ordinance.

PUBLIC INTEREST

14. The proposed sale of the specified assets of Ridge Creek and the related transactions are not detrimental to the public interest of the State of Missouri. The owners effectively abandoned the water system, necessitating the appointment of a receiver. The water system will be acquired by St. Robert, a municipal corporation and experienced operator of water systems.

REQUEST FOR WAIVER

15. Pursuant to Commission Rule 4 CSR 240-4.017 (1)(D), Applicant requests that the Commission waive for good cause application of the 60-day notice requirement under Commission Rule 4 CSR 240-4.017. In this regard, no representative of Applicant has had any communication with the Commission within the immediately preceding 150 days regarding the subject matter of this Application. Additionally, sixty days prior to the filing, the parties did not have a fully executed agreement. Further, it would serve no purpose to wait sixty days before filing the Application for Commission approval.

WHEREFORE, Ridge Creek respectfully requests that the Commission issue its order:

- (A) Authorizing Receiver to sell the assets identified herein;
- (B) Authorizing Receiver to perform in accordance with the terms described in the Agreement that is attached to this Application and to take any and all other actions which may be reasonably necessary and incidental to the performance of the sale;
- (C) Authorizing Ridge Creek to cease providing water and wastewater service,
- (D) Cancelling Ridge Creek's Certificate, and cancelling Ridge Creek's water tariff immediately after closing on the sale of its assets;

(E) Granting such other relief as may be deemed necessary and appropriate to accomplish the purposes of the Agreement and the Application and to consummate related transactions in accordance with the Agreement; and

(F) Waiving the requirement of the pre-filing notice specified in Commission rule 4 CSR 240-4.017(1)(D).

Respectfully submitted,

HEALY LAW OFFICES, LLC



Terry M. Jarrett MO Bar 45663
514 E. High St., Suite 22
Jefferson City, MO 65101
Telephone: (573) 415-8379
Facsimile: (573) 415-8379
Email: terry@healylawoffices.com

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was sent by electronic mail to the following this 24th day of September, 2018:

Office of the General Counsel
staffcounsel@psc.mo.gov

Office of the Public Counsel
opc@ded.mo.gov



Terry M. Jarrett

AGREEMENT FOR SALE OF UTILITY SYSTEM

THIS AGREEMENT (the "Agreement"), made and entered into the date of the last of the parties hereto to sign below (the "Effective Date"), by and between the City of St. Robert, Missouri (the "Buyer"); and Ridge Creek Water Company, LLC("Seller Ridge Creek Water") and Ridge Creek Development Company, LLC ("Seller Ridge Creek Development"), by and through their court-appointed Receiver, Terry M. Jarrett (also referred to sometimes collectively simply as the "Seller").

WITNESSETH:

WHEREAS, Seller has developed, and operates as a regulated water system, facilities in an area of Pulaski County, Missouri, to include the water system known as the "Ridge Creek Water System", some parts of which are situated on real property owned by Seller Ridge Creek Water, and some parts of which are situated on real property owned by Seller Ridge Creek Development, more particularly described and depicted in the documents attached hereto as *Exhibit "A"*, (herein after the "System"); and,

WHEREAS, Buyer is a political subdivision and city of the 3rd class organized and existing under the constitution and the laws of the State of Missouri with all the requisite power necessary to enter into the transaction described hereinafter; and,

WHEREAS, Seller desires to sell all the assets, property and real estate connected with the Ridge Creek Water System; and,

WHEREAS, Buyer desires to purchase all of the assets, property and real estate connected with the Ridge Creek Water System; and,

WHEREAS, the parties have reached an understanding with respect to the sale by the Seller and the purchase by the Buyer of all of the Ridge Creek Water System.

NOW, THEREFORE, it is mutually agreed that:

1. **SALE OF ASSETS.**

For and in consideration of the receipt of the Purchase Price, as set forth below, and the covenants and promises hereinafter set forth, Seller agrees that on the date of the Closing, Seller shall sell, transfer, assign and deliver to Buyer, or Buyer's designated affiliate, all of Seller's then existing assets pertaining to the provision of water service in the System located in Pulaski

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WITNESSETH:

WHEREAS, Seller has developed, and operates as a regulated water system, facilities in an area of Pulaski County, Missouri, to include the water system known as the "Ridge Creek Water System", some parts of which are situated on real property owned by Seller Ridge Creek Water, and some parts of which are situated on real property owned by Seller Ridge Creek Development, more particularly described and depicted in the documents attached hereto as *Exhibit "A"*, (herein after the "System"); and,

WHEREAS, Buyer is a political subdivision and city of the 3rd class organized and existing under the constitution and the laws of the State of Missouri with all the requisite power necessary to enter into the transaction described hereinafter; and,

WHEREAS, Seller desires to sell all the assets, property and real estate connected with the Ridge Creek Water System; and,

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County, in the State of Missouri, and related properties, including, without limitation, the following:

A. The land, buildings, interests in land, easements, rights of way, permits and leases generally described in *Exhibit "B"*, attached hereto;

B. All of Seller's water service facilities, equipment, lines, plant, pipes, manholes and appurtenances;

C. Any machinery and equipment such as meters, tools, devices, mobile work equipment, and all furniture, fixtures, machinery, supplies and other tangible items located in Pulaski County, Missouri, and used or held for use in connection with the System as generally described in *Exhibit "C"*, attached hereto;

D. All of Seller's rights, title and interest in and to any franchise agreements, franchise rights, warranties, contracts, supply contracts, agreements, and customer deposits pertaining to, allocable to or arising out of the provision of water service in Pulaski County, Missouri as generally described in *Exhibit "D"*, attached hereto;

E. All of Seller's inventory, merchandise, contract rights, supplies, goodwill, and general intangibles including accounts receivable pertaining to the water service, except accounts receivable accrued prior to the Closing of this sale; and

F. All assets not described which are located in Pulaski County, Missouri, and used or useful to operate the System, excepting therefrom, and from any other assets described in the paragraphs above of this Section 1, any and all cash, cash equivalents and banking deposits in existence prior to the Closing of the sale contemplated under this Agreement.

The assets to be sold and delivered, as above described, are hereinafter collectively described as the "Assets."

2. **CONVEYANCES OF REAL ESTATE.**

The real estate to be conveyed by Seller will include all facilities described in Exhibit A hereto and all interest of Seller in any water and other utility easements. The real estate will be conveyed by general warranty deed, in a form satisfactory to Buyer, and will vest marketable title in fact in the Buyer, subject to all matters of record not objected to by Buyer. Easements shall be assigned by written assignment or other means, in a form satisfactory to Buyer.

At Buyer's expense, Buyer shall obtain, at least thirty (30) calendar days prior to closing,

a Commitment to issue an Owner's Policy of Title Insurance to Buyer in the amount of the Purchase Price issued by a company authorized to issue title insurance in the state of Missouri, which policy shall insure the owner's title to be marketable as the same is described and defined in Title Examination Standards of The Missouri Bar ("Title Standards"). At least thirty (30) days prior to the Closing, Buyer shall have an ALTA Survey of the real property portion of the Assets prepared by a surveyor licensed in Missouri in a form reasonably acceptable to the Title Company and Seller at Buyer's expense. After delivery of said title insurance commitment and Buyer's completion of the examination and/or review of the commitment and other relevant title information, Buyer shall notify Seller, in writing, of any objections thereto (the Parties agreeing that any objection falling within the said Title Standards shall not constitute a valid objection so long as Seller furnishes customary affidavits or other papers as described in such standards in order for the title company to delete the same). If there shall be no such notice of objection, than any exceptions in such Commitment or deficiencies in the title to the property noted on such Commitment shall be deemed waived and delivery of a deed in compliance with the terms of the Commitment shall be deemed compliance with the terms of this Agreement. If notice of any objections to defects in the title, as defined above, shall be delivered to Seller, then Seller may have five (5) business days to correct the title, but shall have no obligation to do so, and Closing may be postponed until such time, if necessary. If Seller elects not to, or cannot, correct such defects, then Buyer, at Buyer's option, may waive such defects and proceed to close or may cancel the contract and all obligations hereunder shall be null and void.

3. **REGULATORY AND LEGAL APPROVAL.**

Seller and Buyer agree to make application to the Missouri Public Service Commission ("PSC") for authority to complete the transfer of the Assets. Buyer and Seller agree to assist the other in this process when requested to do so. Buyer and Seller shall act diligently and cooperate with each other in obtaining final approval, if necessary, of the Missouri Department of Natural Resources for transfer of Seller's permits, if any. In addition, Buyer and Seller shall act diligently and cooperate with each other in obtaining final approval of the sale from the Cole County Circuit Court. The sale shall also be subject to the approval by the St. Robert Board of Alderman.

4. **PURCHASE PRICE.** Buyer agrees to pay to Seller at the Closing \$118,000.00 for purchase of the Assets ("Purchase Price").

5. **CLOSING.**

The closing of the sale shall take place at a mutually agreeable location no later than forty-five (45) days after the effective date of any necessary regulatory authority approval, satisfaction of Seller's Representations and Warranties and Conditions Precedent set forth herein, and Buyer having obtained financing under terms acceptable to Buyer in Buyer's sole discretion, or at such other time as the parties hereto may mutually agree (the "Closing"). At the Closing, Seller shall have delivered to Buyer such deeds, bills of sale, endorsements, assignments and other sufficient instruments of transfer and conveyance as shall be effective to vest in Buyer such title to the Assets to be sold as provided in this Agreement and as set forth in Section 6.D, and Buyer will deliver to Seller the Purchase Price. From time to time, at Buyer's request and expense, whether at or after the Closing and without further consideration, Seller shall execute and deliver such other instruments of conveyance and transfer and take such other action as Buyer reasonably may require to more effectively convey and transfer to Buyer any of the Assets to be sold hereunder, and will assist Buyer in the collection or reduction to possession of such Assets. Buyer will pay all title premiums, sales, transfer and documentary taxes, if any, payable in connection with the sale, transfers and deliveries to be made to Buyer hereunder.

On the date of Closing, Buyer shall accept and assume ownership and title to the Assets to be conveyed hereunder and Buyer shall assume liability, and become responsible, for all obligations in connection with the Assets going forward.

6. **SELLER'S REPRESENTATIONS AND WARRANTIES.**

The Seller represents and warrants as follows:

A. **Organization and Standing of Seller.**

Seller is a limited liability company organized, existing under the constitution and laws of the State of Delaware, registered to do business in the State of Missouri, and in good standing with the Missouri Secretary of State. As the court-appointed Receiver for the water system, Receiver has the requisite authority to sell the Assets which are to be sold pursuant to the terms of this Agreement.

B. **Absence of Certain Changes.**

After Buyer's inspection and acceptance of the Assets, there shall not be:

- i. Any material change in the use of the Assets in connection with the business or operations of the System;

ii. Any damage, destruction or loss whether or not covered by insurance, materially and adversely affecting the Assets.

C. **Title to Properties.**

Within twenty (20) days prior to Closing and with Buyer's assistance, Seller shall have obtained good and marketable title to all of the Assets. To the best of Seller's knowledge, unless Seller has disclosed any information in writing to the Buyer to the contrary, Seller owns the Assets to be sold under this Agreement, in all cases, free and clear of all liens, mortgages, pledges, leases, options, rights of first refusal, conditional sales agreements, encumbrances or other charges, except liens for taxes not yet due or payable, easements or right of ways, streets, railways, pipelines, electric transmission and distribution lines, telephone lines, drainage rights and other similar rights or restrictions of record which do not, either individually or in the aggregate have a materially adverse effect on the value or utility of the Assets to be sold hereunder.

Notwithstanding, but not in limitation of, the foregoing, Seller agrees to work with Buyer's surveyor during the PSC asset transfer process to establish, at Buyer's expense, the property boundaries and easement locations and to create a written plat of the distribution and collection lines showing the location of said lines with respect to lot lines, platted utility easements, if any, to the extent the same can be shown with reference to such lot lines and platted utility easements.

Within twenty (20) days prior to Closing and with Buyer's assistance, Seller agrees to have identified any and all interests in land (including easements or license agreements) it has obtained in connection with its operation and maintenance of the System and will provide Buyer or Buyer's representatives copies of the same or a reference to the book and page number of the records of the Pulaski County Recorder's Office where such easements are recorded. The cost of such identification and any related search being the sole responsibility of the Buyer.

Buyer shall have until twenty (20) calendar days prior to the Closing to determine: 1) if Seller lacks an easement or other interest necessary for operation of the System or 2) an easement is defective in title or interest conveyed. If it appears that Seller lacks a valid easement for any portion of the System, or any easement identified suffers from a defect in title or interest conveyed, Buyer at its option and in its sole

discretion may: 1) cancel this Agreement, 2) independently negotiate with the owner of the affected property toward acquisition of the treatment plant and collection lines easements or other easements, 3) notify Seller that Buyer will cancel the Agreement unless a necessary easement is acquired or a defect satisfactorily cured or remedied, and 4) undertake any action, which in Buyer's sole and absolute discretion, would correct an easement or remedy the situation caused by a lack of an easement or proper land interest. Buyer's failure to cancel this Agreement, however, shall not relieve Seller from any of its duties of indemnification set forth in subsequent paragraphs herein, nor shall such failure be construed as Buyer's waiver of any such provisions.

Seller will provide a general bill of sale for all personal property of the water system wherever located.

D. **Authority to Operate.**

The Assets, as described at Section 1 of this Agreement, constitute all of the assets presently owned by the Seller pertaining to the System. To the best of Seller's knowledge, the System is being conducted, and as of the date of Closing, will be conducted in full compliance with requirements of all regulatory bodies exercising jurisdiction with regard to rates and conditions of service, and with local building and zoning codes.

E. **Litigation.**

There is no litigation or proceeding pending, or to the knowledge of Seller threatened, against or relating to Seller, the Assets, or the System, nor does Seller know, or have reasonable grounds to know, of any basis for any such action, or of any governmental investigation relative to Seller, the Assets, or the System, except as otherwise disclosed to Buyer.

F. **No Violation or Breach.**

The performance of this Agreement by Seller, including any preconditions or surviving warranties or representations, is not in violation of any laws, statutes, local ordinances, state or federal regulations, court orders or administrative order or ruling, nor is such performance in violation of any loan documents, conditions or restrictions in effect for financing, whether secured or unsecured.

G. **"As Is".**

Buyer is relying solely upon Buyer's inspection as to the condition of the Assets. Except as set forth below, Seller is not making, has not made, and expressly disclaims any representations or warranties, express or implied, with respect to any aspect, feature or condition of the Assets, including without limitation, the existence of hazardous waste, the suitability of the Assets for Buyer's intended use or any representation or warranty, express or implied, as to the personal property, including without limitation, any warranty of merchantability or fitness for a particular purpose.

7. **BUYER'S REPRESENTATIONS AND WARRANTIES.**

Buyer represents and warrants as follows:

A. **Organization and Standing of Buyer.**

Buyer is a political subdivision and city of the 3rd class organized and existing under the constitution and the laws of the State of Missouri, and has the requisite power to purchase the Assets which are to be sold pursuant to the terms of this Agreement.

B. **Authority.**

The execution and delivery of this Agreement by Buyer and the purchase of the Assets as contemplated hereby have been duly authorized by Buyer, and all necessary action on the part of Buyer has been taken to authorize the execution and delivery of this Agreement and to consummate the sale contemplated hereby.

C. **Liabilities.**

All liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise pertaining to or arising out from the Assets are liabilities and obligations of the Seller and shall become the obligations of Buyer after the date of Closing.

8. **CONDITIONS PRECEDENT FOR BUYER TO CLOSE.**

All obligations of Buyer under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

A. **Regulatory Approval.**

The PSC and Missouri Department of Natural Resources shall have, if necessary, authorized or approved the sale, transfer or disposition of the Assets to Buyer from Seller, the proposed financing, and any schedule of compliance for proposed utility improvement projects for regulatory compliance deemed necessary by Buyer, each in form and substance (including without limitation with respect to the terms and conditions

contained in such approval) acceptable to Buyer in Buyer's sole and absolute discretion. The sale shall also be subject to the approval by the Circuit Court of Cole County, Missouri, and the St. Robert Board of Alderman.

Both Parties shall diligently pursue the required approvals and authorizations contemplated herein. In the event the Parties are unable to obtain the required regulatory approval or authorization to complete the transactions contemplated herein, Buyer may terminate this Agreement by providing written notice to Seller at Buyer's sole and absolute discretion.

B. Representations and Warranties True at Closing.

Seller's representations and warranties contained in this Agreement shall be true at the time of Closing as though such representations and warranties were made at such time.

C. Performance.

Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or at the Closing; including the payment of all taxes and assessments, or portions thereof, attributable to periods prior to or ending on the date of Closing, to include PSC assessments.

D. Inspections.

Completion of Buyer's examination, testing and inspection of the Assets and the securing of any and all licenses, permits or governmental approvals Buyer deems necessary for Buyer's proposed uses of the Assets, the results thereof to be satisfactory to Buyer, in its sole discretion. For purposes of this Agreement, the period from the date this Agreement is fully executed by both parties to the date that is twenty (20) days prior to the Closing, shall be referred to herein as the "Inspection Period." During the Inspection Period, Buyer, its employees, agents and contractors, shall have the right to enter onto any property owned by Seller that is related to the operation of the System, as it deems necessary or desirable, on reasonable prior notice to Seller to perform and complete architectural, environmental, engineering and/or other surveys, studies, inspections and tests on the Assets; to review zoning laws and applicable building codes; to obtain all necessary city, county, and state zoning approval, site plan or subdivision

approvals, licenses and permits to authorize the uses of the Assets as intended by Buyer.

E. **No Casualty.**

The Assets shall not have been adversely affected in any material way as a result of any strike, lockout, accident or other casualty or act of God or the public enemy, or any judicial, administrative or governmental proceeding.

F. **Buyer's Right to Terminate.** If Buyer determines, in its sole and absolute discretion, that any of the aforementioned conditions have not been met, Buyer shall have the right to terminate this Agreement at any time prior to Closing upon written notice to Seller.

9. **CONDITIONS PRECEDENT FOR SELLER TO CLOSE**

All obligations of Seller under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

A. **Representations and Warranties True at Closing.**

Buyer's representations and warranties contained in this Agreement shall be true at the time of Closing as though such representations and warranties were made at such time.

B. **Performance.**

Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing.

10. **BENEFIT.**

All of the terms of this Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the respective legal representatives of Seller, its successors and assigns, and the successors and assigns of Buyer.

11. **GOVERNING LAW.**

This Agreement is being delivered and is intended to be performed in the State of Missouri, and shall be construed and enforced in accordance with the laws of such state.

12. **COUNTERPARTS.**

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement shall not be binding until executed by all Parties.

13. **NO THIRD PARTY BENEFICIARIES.**

This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

14. **ENTIRE AGREEMENT.**

This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.

15. **SUCCESSION AND ASSIGNMENT.**

This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Buyer shall be permitted to assign its rights in this Agreement to an affiliated entity that the Buyer controls without need of consent by the Seller by providing written notice to the Seller of such assignment. Other than the foregoing permitted assignment, no Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of Buyer and Seller, said approval not to be unreasonable withheld.

16. **HEADINGS.**

The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

27. **NOTICES.**

All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section 19, shall be addressed to the Parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that, notices which are hand delivered shall not be effective unless the sending Party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by facsimile if sent between the hours of 8:00 a.m. and 5:00 p.m. (the recipient's time) on a business day to the number set forth below with written confirmation of a successful transmission by the sender's facsimile machine; (c) when sent by electronic mail if (1) identified in the subject line as a notice under this Agreement, (2) sent between the hours of 8:00 a.m. and 5:00 p.m. on a business day to

the email address set forth below, and (3) acknowledged as received by the recipient, by reply or separate email, (d) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (e) one (1) business day after the notice has been deposited with FedEx, United Parcel Service or other reliable overnight courier to be delivered by overnight delivery (provided that, the sending Party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

If to Buyer:

George Lauritson, Mayor
City of St. Robert, Missouri
194 Eastlawn Avenue
Suite A
St. Robert, MO 65584
Email: gmayor18@yahoo.com

With a Copy to:

Tyce Smith
Smith & Turley Law Offices
243 VFW Memorial Drive
St. Robert, MO 65584
Facsimile: (314) 965-0127
Email: tyce@smithturley.com

If to Seller:

Terry M. Jarrett, Receiver
Healy Law Offices, LLC
514 E. High St., Suite 22
Jefferson City, MO 65101
Email: terry@healylawoffices.com

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

21. **AMENDMENTS AND WAIVERS.**

No amendment of any provision of this Agreement shall be valid unless the same shall be

in writing and signed by Buyer and Seller. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

22. **SEVERABILITY.**

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

23. **EXPENSES.**

Buyer and Seller shall each bear its own costs and expenses (including legal and accounting fees and expenses) incurred in connection with the preparation of this Agreement and activities necessary for Closing.

24. **CONSTRUCTION.**

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

25. **INCORPORATION OF EXHIBITS.**

The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.


26. **DEFAULT; ATTORNEY'S FEES.**

If either Party shall default in their performance under this Agreement, which default results in the expenditure of attorneys' fees to enforce the terms of this Agreement or to recover damages for breach of this contract, then the prevailing party shall be entitled to receive their reasonable and actually incurred attorneys' fees and costs in addition to any other damages that the Party is entitled to recover at law or in equity.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

SELLER:

**Ridge Creek Water Company LLC, and
Ridge Creek Sewer Company, LLC**

By: 
Terry M. Jarrett, Receiver

Title: Receiver

Date: 08/09/2018

BUYER:

City of St. Robert, MO


By: 

EXHIBIT "A"

PSC Tariff Map & Tariff Legal Description

EXHIBIT "B"

System General Map

Legal Description

The following described lots, tracts or parcels of land, lying, being and situate in the
County of Pulaski, State of Missouri, to-wit:

EXHIBIT "C"

Plant and Equipment

PLM

EXHIBIT "D"

Rights Via Agreements, Contracts, Misc.

ADDENUM TO AGREEMENT FOR SALE OF UTILITY SYSTEM
- FOR TRANSFER OF RIDGE CREEK ROADS

The purchase price has been increased by \$3000 to provide consideration for transfer of title of the roads located in Ridge Creek Subdivision.

The \$3000 purchase price set forth in this Agreement Addendum includes transfer of all title and claim to any road, road right-of-way, or easement possessed by Ridge Creek Development Co. LLC or Ridge Creek Water Co. LLC that has passed to the receiver, as follows.

Lackey	Little
Lafayette	Logan
Landmark	Lynn
Landry	Lynnwood
Laney	Lakeshore
Lansing	Laser
Lathan	Lavender
Layla	Leonard
Legend	Lomax
Lindsay	Lucky

And more particularly described in the legal descriptions attached hereto as Exhibit 1.

Seller transfers to Buyer, to have and to hold the same, with all the rights, immunities, privileges and appurtenances thereto belonging, and assigns, forever, so that neither the said receiver or Ridge Creek Water Company LLC, or Ridge Creek Development Company LLC, or any other person or persons for them or in their name or behalf shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement this ____ day of August 2018.

SELLER:

Ridge Creek Water company LLC and
Ridge Creek Sewer Company LLC

By: 

Terry M. Jarett, Receiver

BUYER:

City of St. Robert

By: 

George I. Jarrington, Mayor

ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SALE OF UTILITY SYSTEM AND ROADS FOR RIDGE CREEK SUBDIVISION

Be it ordained by the Board of Aldermen of the City of St. Robert as follows:

SECTION 1. The Agreement for Sale of Utility System and Addendum to Agreement for Sale of Utility System and Roads for Ridge Creek is attached hereto as Exhibit A and incorporated herein by specific reference thereto.

SECTION 2. It is proposed that the Board of Aldermen has reviewed and approve the Agreement and Addendum to purchase the Ridge Creek water system and roads.

SECTION 3. The Mayor is authorized to execute the Agreement and Addendum, and other necessary documents to effectuate said transfers, legally binding the City and expending City funds. The City Clerk is directed to affix to the Agreement the official seal of the City and attest to the same.

SECTION 5. This Ordinance shall be in full force and effect from and after its passage and approval.



Mayor

Attest:




City Clerk

Read three times and approved by the Mayor this 7th day of August 2018.



Mayor

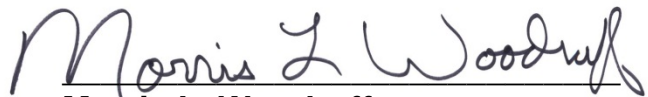
STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 25th day of September 2018.




Morris L. Woodruff
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

September 25, 2018

File/Case No. WM-2019-0079

**Missouri Public Service
Commission**

Staff Counsel Department
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
staffcounsel@psc.mo.gov

Office of the Public Counsel

Hampton Williams
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102
opc@psc.mo.gov

County of Pulaski, Missouri

County Commission Clerk
301 Historic Rt. 66 E., Ste. 101
Pulaski County Courthouse
Waynesville, MO 65583

**Missouri Department of Natural
Resources**

Legal Department
1101 Riverside Drive
P.O. Box 176
Jefferson City, MO 65102-0176

**Ridge Creek Development,
L.L.C.**

Terry M Jarrett
514 E. High Street, Suite 22
Jefferson City, MO 65101
terry@healylawoffices.com

**Ridge Creek Water Company,
LLC**

Terry M Jarrett
514 E. High Street, Suite 22
Jefferson City, MO 65101
terry@healylawoffices.com

Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



**Morris L. Woodruff
Secretary**

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.