

**TERRITORIAL AGREEMENT FOR HOTEL PROPERTY IN CERV  
SUBDIVISION**

This agreement, made and entered into this 17<sup>th</sup> day of JUNE, 2003 by and between the Hannibal Board of Public Works of the City of Hannibal, Missouri, a Municipal Corporation (hereinafter called "Board") and Public Water Supply District No. 1 of Ralls County, Missouri (hereinafter called "District"):

**WITNESSETH:**

WHEREAS, the Board is authorized by law to provide water services within and without boundaries of the City; and

WHEREAS, the District is authorized by law to provide water services within the boundaries of the district; and

WHEREAS, duplication of facilities in areas directly served by both the Board and the District entails waste of resources and increased consumer costs; and

WHEREAS, Board and District desire to avoid wasteful duplication of services and undue costs to their respective customers.

NOW, therefore Board and District agree as follows:

1. The Parties wish to enter into a territorial agreement pursuant to the provisions of Mo. Re. Statutes Section 247.172, or similar procedure, for the territory described as follows:

**FILED**

**JAN 08 2004**

**Missouri Public  
Service Commission**

**Exhibit No.** 4  
**Case No(s).** 100-2004-01102  
**Date** 12-30-03 **Rptr** RTT

Tract 1. A tract of land being the Northern part of Lot 2 of Smith and Campbell Subdivision, a re-subdivision of all of Lots 1, 2 and 3 in CERV Subdivision, a subdivision being part of the Northwest Quarter of the Northwest Quarter of Section 26, Township 57 North, Range 5 West, in the City of Hannibal, Marion County, Missouri and being more fully described as follows to-wit;

Beginning at the Northeast corner of Lot 2 of said Smith and Campbell Subdivision, said point also being the Northeast corner of Lot 1 of said CERV Subdivision, thence South 00 degrees, 01 minute and 00 seconds West along the East line of said Lot 2 of Smith and Campbell Subdivisions 404.13 feet to the Southeast corner of the North 129.00 feet of Lot 2 of said CERV Subdivision; thence South 87 degrees, 43 minutes and 38 seconds West along the South line of said North 129.00 feet 337.07 feet to the West line of said Lot 2 of Smith and Campbell Subdivision; thence North 00 degrees, 03 minutes and 52 seconds West along said West line 129.00 feet to the Southwest corner of Lot 1 of said Smith and Campbell Subdivision; thence North 87 degrees, 43 minutes and 42 seconds East along the line common to Lots 1 and 2 of said Smith and Campbell Subdivision 218.76 feet to the Southeast corner of said Lot 1; thence North 00 degrees, 01 minutes and 00 seconds East along the line common to said Lots 1 and 2 of said Smith and Campbell Subdivision 275.13 feet to the North corner common to said Lots 1 and 2 on the South right-of-way of U.S. Route #36; thence North 87 degrees, 43 minutes and 42 seconds East along said right-of-way and the North line of said Lot 2 of Smith and Campbell Subdivision 118.50 feet to the Point of Beginning, containing 1.75 Acres, more or less, with the above described being subject to easements as set forth on the Plat of said Smith and Campbell Subdivision, other easements and rights-of-way of record or not of record in any, and subject to the Restrictions and Covenants as set forth on the Plat of said CERV Subdivision filed for record on the 16<sup>th</sup> day of July, 2001 and recorded in Book 9 at page 48 of the Marion County Deed Records.

Tract 2. Lot Four (4) located in CERV Subdivision of a tract of land being part of the Northwest Quarter of the Northwest Quarter of Section Twenty-six (26), Township Fifty-seven (57) North, Range Five (5) West, in the City of Hannibal, Marion County, Missouri, consisting of approximately 1.82 acres, more or less.

2. All prior boundaries of the Public Water Supply District No. 1 of Ralls County, Missouri and of the Hannibal Board of Public Works shall remain unchanged except for the above referenced tract.

3. The Board and District shall continue to provide water service to their existing customers in accordance with their respective rules and regulations and any applicable state and federal laws, except as otherwise set forth in the this Agreement.

4. The Board shall compensate the District by single lump payment in the amount of \$53,517.00.

5. This Agreement may be disclosed in any application process by the District or Board for any loans that could have an effect on any future territorial rights.

6. The terms of this Agreement may not be modified, repealed or changed except by a written document executed by the parties, and approved by their respective governing bodies and the Missouri Public Service Commission.

7. The parties recognize that neither this agreement nor approval of the Agreement by the Missouri Public Service Commission shall in any way affect or diminish the rights of any water supplier not a party to this Agreement to provide water service within the water service areas set forth in this Agreement. (Section 247.172(5) RSMo. or similar procedure) The parties further recognize that the City may enter into territorial agreements with other water suppliers pertaining to the water service area of the City described herein and that the District may enter into territorial agreements with other water suppliers pertaining to the water service area of the District described herein.

8. In the event this Agreement is not approved by the US Department of Agriculture and/or the Missouri Public Service Commission within one year after the date of this Agreement, the Agreement shall thereupon automatically become null and void.

9. The payment of \$53,517.00 shall be transferred by the Hannibal Board of Public Works to the District and the same shall be held and used by the District for extension and improvement purposes.

10. All costs and attorney fees associated with obtaining US Department of Agriculture and/or the Missouri Public Service Commission approval of this territorial purchase, or detachment, as the case may be, shall be paid by the Board and not by the District. Provided, however, that the Board shall not be responsible for payment of legal fees or legal expenses incurred by the District for this procedure.

11. This Agreement shall be binding upon the parties hereto and their successors and assigns.

**BOARD OF PUBLIC WORKS**

By: \_\_\_\_\_

President

ATTEST:

Robert L. Wiser  
Secretary

**CITY OF HANNIBAL**

Roy G. Hark  
Mayor

ATTEST:

M.B. Baudendistel  
City Clerk

**PUBLIC WATER SUPPLY DISTRICT NO. 1  
OF RALLS COUNTY, MISSOURI**

By: \_\_\_\_\_

President

ATTEST:

Ronda Calley  
Secretary

This Contract is approve on behalf of the United States Department of Agriculture this  
16<sup>th</sup> day of October, 2003.

By: \_\_\_\_\_

Rean McAnabka