

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

In the Matter of the Application of Confluence)
Rivers Utility Operating Company, Inc., for a)
Certificate of Convenience and Necessity)
Authorizing it to Install, Own, Acquire, Construct,)
Operate, Control, Manage and Maintain a Sewer)
System in and around the Village of Luray,)
Missouri.)

File No. SA-2023-

**APPLICATION
AND MOTION FOR WAIVER**

COMES NOW Confluence Rivers Utility Operating Company, Inc. (“Confluence Rivers”) pursuant to Sections 393.170, RSMo, 20 CSR 4240-2.060, 20 CSR 4240-3.305, and 20 CSR 4240-4.017, and for its *Application and Motion for Waiver*, states as follows to the Missouri Public Service Commission (“Commission”):

BACKGROUND INFORMATION

1. This Application is being filed by Confluence Rivers to obtain a Certificate of Convenience and Necessity (“CCN”) to install, own, acquire, construct, operate, control, manage and maintain a sewer system in Clark County, Missouri, in and around the Village of Luray.
2. Confluence Rivers is a Missouri corporation with its principal office and place of business at 1630 Des Peres Rd., Suite 140, St. Louis, MO 63131. Confluence Rivers is a Missouri corporation in good standing. A certified copy of Confluence Rivers’ certificate of good standing was filed in File No. WM-2018-0116 and is incorporated herein by reference.
3. Confluence Rivers currently provides water service to approximately 4,800 customers and sewer service to approximately 5,100 customers in the State of Missouri, pursuant to certificates of convenience and necessity previously granted by the Commission. Confluence Rivers is a “water corporation,” a “sewer corporation,” and a “public utility,” as those terms are

defined in Section 386.020, RSMo, and is subject to the jurisdiction and supervision of the Commission as provided by law.

4. Confluence Rivers has no overdue Commission annual reports or assessment fees. There is no pending action or final unsatisfied judgment or decision against Confluence Rivers from any state or federal agency or court which involves customer service or rates, which action, judgment or decision has occurred within three years of the date of this Application.

5. Communications regarding this Application should be addressed to the undersigned counsel and to:

Josiah Cox
Confluence Rivers Utility Operating Company, Inc.
1630 Des Peres Rd., Suite 140
St. Louis, MO 63131
Phone: (314) 380-8544
E-mail: jcox@cswrgroup.com

CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN)

6. Confluence Rivers proposes to purchase substantially all of the sewer system assets of the currently unregulated system of the Village of Luray, Missouri, and requests permission, approval and a CCN to own, acquire, construct, operate, control, manage and maintain the sewer system and provide service to the public, in and around the Village of Luray, Missouri, as an addition to its existing service territories.

7. The Village of Luray is located in Clark County, Missouri, and provides sewer service to approximately 47 customers in and around its corporate limits. There is no other same or similar sewer service available in the area served by the Village of Luray.

8. The Village of Luray sewer system consists of a three-cell lagoon, each cell separated by a divider curtain, with aerated primary and secondary cells. Confluence Rivers

believes that the system is in need of lagoon maintenance, collection system repairs, and repairs to each of the three lift stations. This system is regulated under the Clean Water Act under NPDES (National Pollutant Discharge Elimination System) permit MO0129682. This facility has a history of BOD violations, as well as a failure to report DMRs.

9. On March 24, 2022, Central States Water Resources, Inc. (“CSWR”) entered into an *Agreement For Sale of Utility System* (“*Sale Agreement*”) with the Village of Luray. A copy of the *Sale Agreement* is attached as **Appendix A**. CSWR proposes to purchase substantially all the sewer system assets of the Village of Luray, as specifically described in, and under the terms and provisions of, the *Sale Agreement*.

10. Pursuant to Section 18 of the *Sale Agreement*, CSWR plans to assign its rights under the agreement to Confluence Rivers at closing. **Appendix B** verifies the authority of Josiah Cox, the President of Confluence Rivers, to enter into the *Sale Agreement* and seek Commission approval of the transaction.

11. A legal description of the area sought to be certificated is attached hereto as **Appendix C**. A map of the area sought to be certificated is attached as **Appendix D**.

12. Attached hereto and marked as **Appendix E-C** is a list of ten residents or landowners within the proposed service area. **Appendix E-C** has been identified as “Confidential” in accordance with Commission Rule 20 CSR 4240-2.135(2)(A)1, as it contains customer-specific information.

ADDITIONAL INFORMATION

13. Attached hereto and marked as **Appendix F-C** is a feasibility study for the Village of Luray sewer system for which Confluence Rivers seeks a CCN, including estimates of the

number of customers, expenses and revenues during the first three years of operation by Confluence Rivers. **Appendix F-C** has been identified as “Confidential” in accordance with Commission Rule 20 CSR 4240-2.135(2)(A)3 and 6, as it contains market specific information and information representing strategies employed in contract negotiations. To provide service to the proposed area, Confluence Rivers will purchase existing sewer systems and will not construct systems. Thus, Confluence Rivers asks for a waiver of any requirement to provide plans and specifications related to the construction of the collection system.

14. On February 26, 2023, the Village of Luray Board of Trustees passed an ordinance providing for the sale of the subject assets. A copy of ordinance is attached as **Appendix G**.

15. Confluence Rivers will receive a franchise from the City of Luray contemporaneous with the closing.

16. The sale and purchase of the referenced assets may increase the tax revenues of relevant political subdivisions.

TARIFFS/RATES

17. Confluence Rivers proposes to provide service using a rate of \$30 per month and utilize the rules governing the rendering of service that are currently found in Confluence Rivers’ existing tariff PSC MO No. 13 for sewer service, until such time as the rates and rules are modified according to law.

18. The Village of Luray currently does not charge for service. After conversations with the selling entity, however, Confluence Rivers uncovered that they previously billed \$30 per month for services and Confluence proposes to adopt those charges.

19. The current rate for the system does not reflect the current cost of providing

service. Additionally, the system will require investment after the purchase by Confluence Rivers that will necessarily result in a request for a rate increase of some amount after those additions have been completed.

PUBLIC INTEREST

20. The grant of the requested CCN (and approval of the underlying transactions) is in the public interest and will result in regulated sewer service provided to the current and future residents of the service area. The system would be acquired by Confluence Rivers, a Missouri public utility, and be subject to the jurisdiction of the Commission. As it has demonstrated to the Commission in past cases, Confluence Rivers, with the support and assistance of its affiliates, is fully qualified, in all respects, to own and operate the sewer system for which the certificate is sought. Confluence Rivers' successful operation of other water and sewer systems in Missouri demonstrates its ability to provide safe and reliable service to customers and to comply with the Commission's rules, regulations, and decisions governing the ownership and operation of such systems. Confluence Rivers also has the financial strength and resources necessary to make expenditures and investments required to maintain the systems.

MOTION FOR WAIVER

21. Commission Rule 20 CSR 4240-4.017(1) provides that "(a)ny person that intends to file a case shall file a notice with the secretary of the commission a minimum of sixty (60) days prior to filing such case." A notice was not filed 60 days prior to the filing of this Application. As such, and to the extent required, Confluence Rivers seeks a waiver of the 60-day notice requirement.

22. Rule 20 CSR 4240-4.017(1)(D) provides that a waiver may be granted for good

cause. In this regard, Confluence Rivers declares (as verified below) that it has had no communication with the Office of the Commission (as defined by Commission Rule 20 CSR 4240-4.015(10)) within the prior 150 days regarding any substantive issue likely to be in this case, other than those pleadings filed for record. Accordingly, for good cause shown, Confluence Rivers moves for a waiver of the 60-day notice requirement of Rule 20 CSR 4240-4.017(1) and acceptance of this Application at this time.

WHEREFORE, for the reasons previously stated, Confluence Rivers respectfully requests the Commission issue an order:

(A) Waiving the 60-day notice requirement of Rule 20 CSR 4240-4.017(1) for good cause shown;

(B) Granting Confluence Rivers a CCN authorizing it to install, acquire, build, construct, own, operate, control, manage, and maintain a sewer system for the public within the specified areas currently served by the Village of Luray;

(C) Authorizing Confluence Rivers to acquire the sewer system assets of the Village of Luray, as described in this Application; and,

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

Respectfully submitted,

/s/ Jennifer L. Hernandez

Dean L. Cooper, Mo. Bar #36592

Jennifer L. Hernandez, Mo. Bar #59814

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Central States Water Resources
1630 Des Peres Rd., Suite 140
Des Peres, MO 63131
dwoodsmall@cswrgroup.com

**ATTORNEYS FOR CONFLUENCE RIVERS
UTILITY OPERATING COMPANY, INC.**

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been sent by electronic mail this 23rd day of June 2023, to:

General Counsel's Office
staffcounsel@psc.mo.gov

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

/s/ Jennifer L. Hernandez

AFFIDAVIT

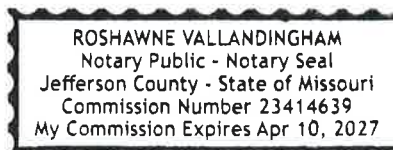
State of Missouri)
) ss
County of St. Louis)

I, Mike Duncan, having been duly sworn upon my oath, state that I am the Vice President of Confluence Rivers Utility Operating Company, Inc. (“Confluence Rivers”), that I am duly authorized to make this affidavit on behalf of Confluence Rivers, that I have knowledge of the matters stated herein, and that said matters are true and correct to the best of my information, knowledge, and belief. Additionally, no representative of Confluence Rivers has had any communication with the office of the Missouri Public Service Commission as defined in Commission Rule 20 CSR 4240-4.015(10) within the one hundred fifty (150) days immediately preceding the filing of the Application regarding any substantive issue likely to be addressed in this case.



Subscribed and sworn before me this 23 day of June, 2023.


Notary Public



List of Appendices

Appendix A	Sale Agreement
Appendix B	Verification of Authority
Appendix C	Legal description
Appendix D	Map
Appendix E-C	List of Ten Residents
Appendix F-C	Feasibility Study
Appendix G	Ordinance of Village of Luray

AGREEMENT FOR SALE OF UTILITY SYSTEM

THIS AGREEMENT ("*Agreement*"), is made and entered into this 24th day of March 2022, 2022, by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, or its assigns ("*Buyer*"), and VILLAGE OF LURAY a Village formed and operating under Chapter 80 of the Revised Statutes of Missouri ("*Seller*"), collectively ("*Parties*").

WHEREAS, Seller has developed and operates, as a regulated sewer corporation, sewer facilities in the area more particularly described and depicted in the documents attached hereto as **EXHIBIT A**, situated in Clark County, Missouri (hereinafter the "*System*"); and

WHEREAS, Buyer is a corporation, 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 is a Village formed and operating under Chapter 80 of the Revised Statutes of Missouri, 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, and Buyer desires to purchase, all the assets, both real and personal, connected with the System including, but not limited to, all associated improvements for the conveyance of sewer to each of the customers connected to the service area; and

WHEREAS, the parties have reached an understanding with respect to the sale by Seller and the purchase by Buyer of all of the Property (as hereinafter defined) of the System.

NOW, THEREFORE, it is mutually agreed that:

1. **SALE OF PROPERTY**. 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 to sell to Buyer, and Buyer agrees to purchase from Seller, all of the following described property (the "*Property*");

A. The land, improvements thereon, easements, rights of way, permits, and leases, and other real property interests used or useful for operation of a sewer system in the System area depicted on **EXHIBIT A** and/or generally described in **EXHIBIT B**, attached hereto, located in Clark County, Missouri;

B. All of Seller's sewer service facilities, including but not limited to: All sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, manholes, and any other appurtenances of the sewer system, and all machinery, equipment, supplies and other tangible items used in connection with the sewer system;

C. Any additional tools, devices, vehicles, mobile work equipment, furniture, fixtures, machinery, supplies and other tangible items, if any, located in Clark County, Missouri, and used or held for use in connection with the System as described in **EXHIBIT C**, attached hereto;

D. All of Seller's rights, title and interest in and to those agreements set out and described in **EXHIBIT D**, attached hereto;

E. All of Seller's rights, title and interest in and to any and all warranties, bonds or other financial assurances or guaranties, pertaining to, allocable to or arising out of the provision of sewer service and/or the System;

above of this Section, any and all cash, cash equivalents and banking deposits in existence prior to the Closing, any and all accounts receivable accrued prior to the Closing, and any customer deposits held by Seller.

2. **CONVEYANCES OF REAL ESTATE.** The real estate to be conveyed by Seller will include all facilities described herein and all interest of Seller in any sewer 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. 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 the 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*"). 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 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, then 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 shall have five (5) business days to correct the title and the Closing shall 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 APPROVAL.** Seller and Buyer agree to make application to the Missouri Public Service Commission ("*MPSC*") for authority to complete the transfer of the Property. 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 ("*MDNR*") for transfer of Seller's permits, if any.

4. **PURCHASE PRICE.** Buyer agrees to pay to Seller at the Closing **One Dollar (\$1.00)** for purchase of the Property ("*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 Property 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 Property to be sold hereunder, and will assist Buyer in the collection or reduction to possession of such Property. Buyer will pay all sales, transfer and documentary taxes, if any, payable in connection with the sale, transfers and deliveries to be made to Buyer hereunder. All ad valorem real estate taxes and assessments levied or assessed against the Property shall be prorated according to the calendar year as of the Closing based on the most recent tax bill and assessments levied for the same, and Buyer shall receive a credit against the Purchase Price for the amount of taxes owed by Seller at the time of the Closing. Buyer shall pay the costs of recording all instruments required for the Closing to occur, the fees charged by the title company, and Buyer's attorneys' fees. Seller shall pay for all attorneys' fees incurred by Seller.

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

going forward, excepting responsibility for any liabilities and/or obligations of Seller in connection with the Property that existed prior to the date of the Closing.

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

The Seller represents and warrants as follows:

A. **Organization and Standing of Seller.** Seller is a Village formed and operating under Chapter 80 of the Revised Statutes of Missouri, organized and existing under the constitution and laws of the State of Missouri and Seller has all the requisite power and authority to sell the Property pursuant to the terms of this Agreement.

B. **Liabilities.** All liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise pertaining to or arising out from the Property are liabilities and obligations of the Seller and shall remain the obligations of Seller after the date of the Closing.

C. **Absence of Certain Changes.** After Buyer's inspection and acceptance of the Property, there shall not be:

i. Any material change in the use of the Property 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 Property.

D. **Title to Properties.** Within twenty (20) days prior to the Closing and with Buyer's assistance, Seller shall have obtained the legal right to transfer all of the Property. To the best of Seller's knowledge, unless Seller has disclosed any information in writing to the Buyer to the contrary, Seller owns the Property 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 Property to be sold hereunder.

Notwithstanding, but not in limitation of, the foregoing, Seller agrees to work with Buyer's surveyor prior to closing 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 the 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 Clark 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.

E. **Authority to Operate.** The Property, 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 the 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. Seller agrees that from the Effective Date until either the termination of this Agreement or until after the Closing that Seller will not file any notices, requests, compliance documents, pleadings, or any other documents with any governmental or quasi-governmental authority that has jurisdiction over Seller in the operation, regulation or oversight of the System or any other endeavors of Seller (whether related to the System or not) without first providing at least ten (10) days prior notice to the Buyer for review and comment on such filing.

F. **Litigation.** There is no litigation or proceeding pending, or to the knowledge of Seller threatened, against or relating to Seller, the Property, 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 Property, or the System, except as otherwise disclosed to Buyer. Seller has notified Buyer of a demand by Glenn Meyers of Meyers Driveway & Septic Tank related to repairs to the System; however, it is Seller's intent to satisfy this obligation prior to the Closing.

G. **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.

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

Buyer represents and warrants as follows:

A. **Organization and Standing of Buyer.** Buyer is a corporation organized, existing under the constitution and laws of the State of Missouri in good standing, and has the requisite power to purchase the Property 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 Property 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.

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 MPSC and MDNR shall have, if necessary, authorized or approved the sale, transfer or disposition of the Property 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. 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 the 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 the Closing, to include MPSC assessments.

D. **Feasibility.** Completion of Buyer's examination, testing and inspection of the Property, the securing of any and all licenses, permits or governmental approvals Buyer deems necessary for Buyer's proposed uses of the Property, and any other due diligence determined by the Buyer as necessary in order to determine the feasibility of this acquisition, the results of any of the foregoing to be satisfactory to Buyer, in its sole and absolute 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 Property; 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 Property as intended by Buyer.

E. **No Casualty.** The Property 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 the 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 the 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. **INDEMNIFICATION.** Seller shall, and hereby does agree to indemnify and hold harmless Buyer, at any time after the Closing against and in respect of:

A. All liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise, and including all liabilities or obligations arising out of the transactions entered into, or any state of facts existing, prior to the date of the Closing, including, without limitation, such liabilities or obligations as are described in paragraph B of Section 6 hereof;

B. Any claim, damage or deficiency resulting from any misrepresentation, untrue warranty, breach of warranty, or nonfulfillment of any agreement on the part of Seller under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Buyer under this Agreement;

C. Any claim, liability, damage or obligation arising out of or attributable to, directly or indirectly,

the storage or disposal of hazardous waste or materials prior to the date of the Closing;

D. All actions, suits, proceedings, demands, assessments, judgments, costs (including attorney's fees) and expenses incident to any of the foregoing.

Seller shall reimburse Buyer, on demand, for any payment involuntarily made, required by law to be made, or with the consent of Seller made by Buyer at any time after the date of closing in respect of any liability, obligation or claim to which the indemnity and hold harmless by Seller contained in this section relates.

11. **FEES AND COMMISSIONS.** Each Party represents that it has not retained any broker or finder and is not paying, and is not obligated to pay, any finder's fee, commission or other transactional fee in connection with the transactions contemplated by this Agreement. Each Party shall pay its own fees for attorneys, accountants, appraisers or others engaged by it in the course of negotiating or executing this Agreement and in closing and completing the transactions hereunder provided. Fees for professional advisors retained jointly by the Parties for their mutual benefit shall be equally divided.

12. **HAZARD INSURANCE & CASUALTY LOSS.** Seller shall maintain current hazard insurance in force on the Property until the Closing. The risk of loss to the Property shall pass to Buyer upon delivery of possession of the Property to Buyer. If an event of casualty occurs to the Property prior to the Closing, the Buyer may elect to either move to the Closing and accept any insurance proceeds as full satisfaction for the damage to the Property or the Buyer may terminate this Agreement. Buyer shall notify Seller as to which option it elects within five (5) days prior to the Closing.

13. **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.

14. **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.

15. **COUNTERPARTS.** This Agreement may be executed 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.

16. **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.

17. **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.

18. **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 unreasonably withheld.

19. **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.

20. **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, 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:

Josiah Cox, President
Central States Water Resources, Inc.
1650 Des Peres Road, Suite 303
St. Louis, MO 63131
Facsimile: (314) 238-7201

With a Copy to:

James A. Beckemeier
Beckemeier LeMoine Law
13421 Manchester Rd., Suite 103
Saint Louis, Missouri 63131
Phone: (314) 965-2277
Facsimile: (314) 965-0127
E-mail: jim@bl-stl.com

If to Seller:

Village of Luray
Attn: Ed Nye, Mayor
21438 Lusley Street
Luray, Missouri 63453
Phone: (319) 795-6437
Facsimile: _____
Email: villageofluray@yahoo.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 the 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.

27. **AUTHORITY TO EXECUTE.** Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

28. **CONFIDENTIALITY.** Buyer and Seller shall keep confidential this Agreement, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to conduct its due diligence or either party to close this transaction. Notwithstanding the foregoing, in that the Seller is a public entity that is subject to the State of Missouri’s Sunshine Laws, the Buyer consents and agrees that Seller shall have the right and obligation to comply with all valid requests for information in accordance with the Sunshine Laws or other public disclosure laws. However, if Seller receives a request to disclose information set forth in this Agreement or that is related to the transactions contemplated within this Agreement, Seller agrees to notify Buyer of such request and will also notify Buyer what information that the Seller deems it is required to disclose in accordance with such request prior to making such disclosure.

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

VILLAGE OF LURAY

By: Ed Nye
Ed Nye, Mayor

BUYER:

CENTRAL STATES WATER RESOURCES,
INC.

By: Josiah Cox
JOSIAH COX (MAY 25, 1922 - 1994)
Josiah Cox, President

EXHIBIT A

Service Area Description

[SERVICE AREA MAP & LEGAL DESCRIPTION TO BE FINALIZED PRIOR TO CLOSING]

EXHIBIT B

Description of Land, Improvements thereon, Easements, Rights of Way, Permits and Leases
(The legal description(s) of the Land, Improvements thereon, Easements, Rights of Way shall be determined by
survey and title commitments, which shall be inserted prior to the Closing).

[TO BE FINALIZED PRIOR TO CLOSING]

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

All interests in land used or useful in operation of the Sewer System that services the area set forth on **EXHIBIT A**, including but not limited to easements, rights of way and permits, and including the real property described in Commitment File No. [FILE NUMBER], issued by [TITLE COMPANY], as agent for [UNDERWRITER] as well as in an Assignment of Easements between Consolidated Public Water Supply District #1 Of Clark County, Missouri and the Village of Luray, which was executed on February 27, 2012.

All of Lots 1 and 2 in Block 26 in the town of Eldorado, now Luray, Clark County, Missouri.

AND,

Commencing at the Northeast Corner of the Southeast One-Quarter (SE ¼) of Section 10, Township 65 North, Range 9 West of the Fifth Principal Meridian, Clark County, Missouri; thence S 0°45'28" W (assumed bearing), 27.00 feet along the East line of said SE ¼ to the TRUE POINT OF BEGINNING; thence continuing S 0°45'28" W, 1089.49 feet along the East line of said SE ¼ to a point on the North Right-of-Way (R/W) line of the Burlington Northern Railroad (BNRR); thence on a curve to the right, having a radius of 1859.92 feet, an arc length of 550.84 feet, a chord bearing of N 47°16'33" W, and a chord distance of 548.83 feet along said North R/W line of the BNRR to a point on the East line of the original town of Eldorado, now Luray, as plated in said SE ¼; thence N 0°42'37" E, 568.17 feet measured (584.93 feet deed) along the East line of said town; S 88°38'18" E, 218.84 feet measured (209.61 feet deed); thence N 0°45'28" E, 158.62 feet; thence S 88°38'18" E, 189.73 feet along a line parallel with the North line of said SE ¼ to the POINT AND PLACE OF BEGINNING. Said tract contains 8.31 acres, more or less. Subject to all public roads, easements, restrictions, reservations, covenants and conditions, if any, now of record. Along with a permanent and perpetual 30 foot wide utility easement, 15 feet on either side of the outfall line as laid from the Water District property to the drainage ditch north of the property.

A Nine Hundred One (901) square foot tract located in the Southwest Quarter of Section Ten (10), Township Sixty-Six (66) North, Range Nine (9) West, Clark County, Missouri, and more particularly described as follows: Beginning South 00 degrees 27 minutes 18 seconds East, 30.00 feet from the Southwest corner of Block Four (4) of Miller's Addition to the Town of Luray, Missouri, thence North Eighty-Nine (89) degrees, Thirty-Two (32) minutes, Forty (40) seconds East, 30.03 feet parallel with and 30.00 feet normal to the South line of said Block Four (4); thence South 00 degrees 27 minutes 20 seconds East, 30.00 feet; thence South 89 degrees 32 minutes 40 seconds West, 30.03 feet; thence North 00 degrees 27 minutes 20 seconds West, 30.00 feet to point of beginning, containing Nine Hundred One (901) square feet.

Commencing at the Southeast Corner of Lot 6 in Block 28 in the Original Town of Eldorado, now Luray, Clark County, Missouri; thence N 0°42'37" E (assumed bearing), 38.07 feet along the East line of said lot 6 to the TRUE POINT OF BEGINNING; thence N 88°38'18" W, 20.00 feet along a line parallel with the South line of said Lot 6; thence N 0°42'37" E, 20.00 feet along a line parallel with the East line of said Lot 6; thence S 88°38'18" E, 20.00 feet along a line parallel with the South line of said Lot 6 to a point on the East line of said Lot 6; thence S 0°42'37" W, 20.00 feet along the East line of said Lot 6 to the POINT AND PLACE OF BEGINNING. Said tract contains 0.01 acres, more or less. Subject to all public roads, easements, restrictions, reservations, covenants and conditions, if any, now of record.

EXHIBIT C

Personal Property and Equipment

(meters, tools, devices, mobile work equipment, furniture, fixtures, machinery, supplies, and other tangible items)

[TO BE FINALIZED PRIOR TO CLOSING]

All Property set forth herein shall be transferred to Buyer free and clear of all liens, pledges, leases, options, rights of first refusal, conditional sales agreements or any other such encumbrances.

All personal property comprising the Sewer System that services the area set forth on **EXHIBIT A**, including but not limited to, the sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, and any other appurtenances of the Sewer System, and all machinery, equipment, supplies and other tangible items used in connection with the Sewer System.

Additional Personal Property

EXHIBIT D

Rights Via Agreements, Contracts, Misc.

[TO BE FINALIZED PRIOR TO CLOSING]






Agreement for Sale of Utility System

Final Audit Report

2022-03-25

Created:	2022-03-25
By:	Kimberly Faulkner (kfaulkner@cswrgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZB-BQTty_r11EdODkjdvnYB5f8TKVRnC

"Agreement for Sale of Utility System" History

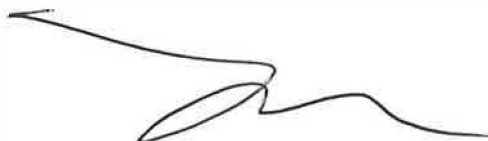
-  Document created by Kimberly Faulkner (kfaulkner@cswrgroup.com)
2022-03-25 - 6:21:04 PM GMT- IP address: 68.3.235.228
-  Document emailed to Josiah Cox (jcox@cswrgroup.com) for signature
2022-03-25 - 6:21:48 PM GMT
-  Email viewed by Josiah Cox (jcox@cswrgroup.com)
2022-03-25 - 6:22:21 PM GMT- IP address: 35.134.151.130
-  Document e-signed by Josiah Cox (jcox@cswrgroup.com)
Signature Date: 2022-03-25 - 6:22:34 PM GMT - Time Source: server- IP address: 35.134.151.130
-  Agreement completed.
2022-03-25 - 6:22:34 PM GMT

APPENDIX B

VERIFICATION OF AUTHORITY

COMES NOW the undersigned, the President of Confluence Rivers Utility Operating Company, Inc. ("Confluence Rivers") and Central States Water Resources, Inc. ("CSWR"), and does hereby verify that CSWR had and has the requisite authority to enter into each *Agreement for Sale of Utility System* described in the Application and to carry out all the obligations contained in each *Agreement for Sale of Utility System*.


IN WITNESS WHEREOF, the undersigned has hereto set his hand the 14th day of June, 2023.



Josiah Cox, President
CONFLUENCE RIVERS UTILITY OPERATING
COMPANY, INC. and CENTRAL STATES
WATER RESOURCES, INC.

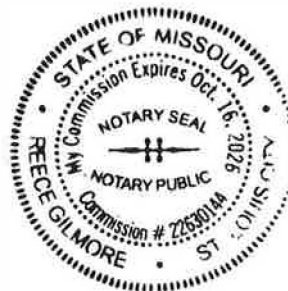
State of Missouri)
)
County of St. Louis) ss

Subscribed and sworn before me this 14th day of June, 2023.



Notary Public

My Commission Expires Oct 16th, 2026



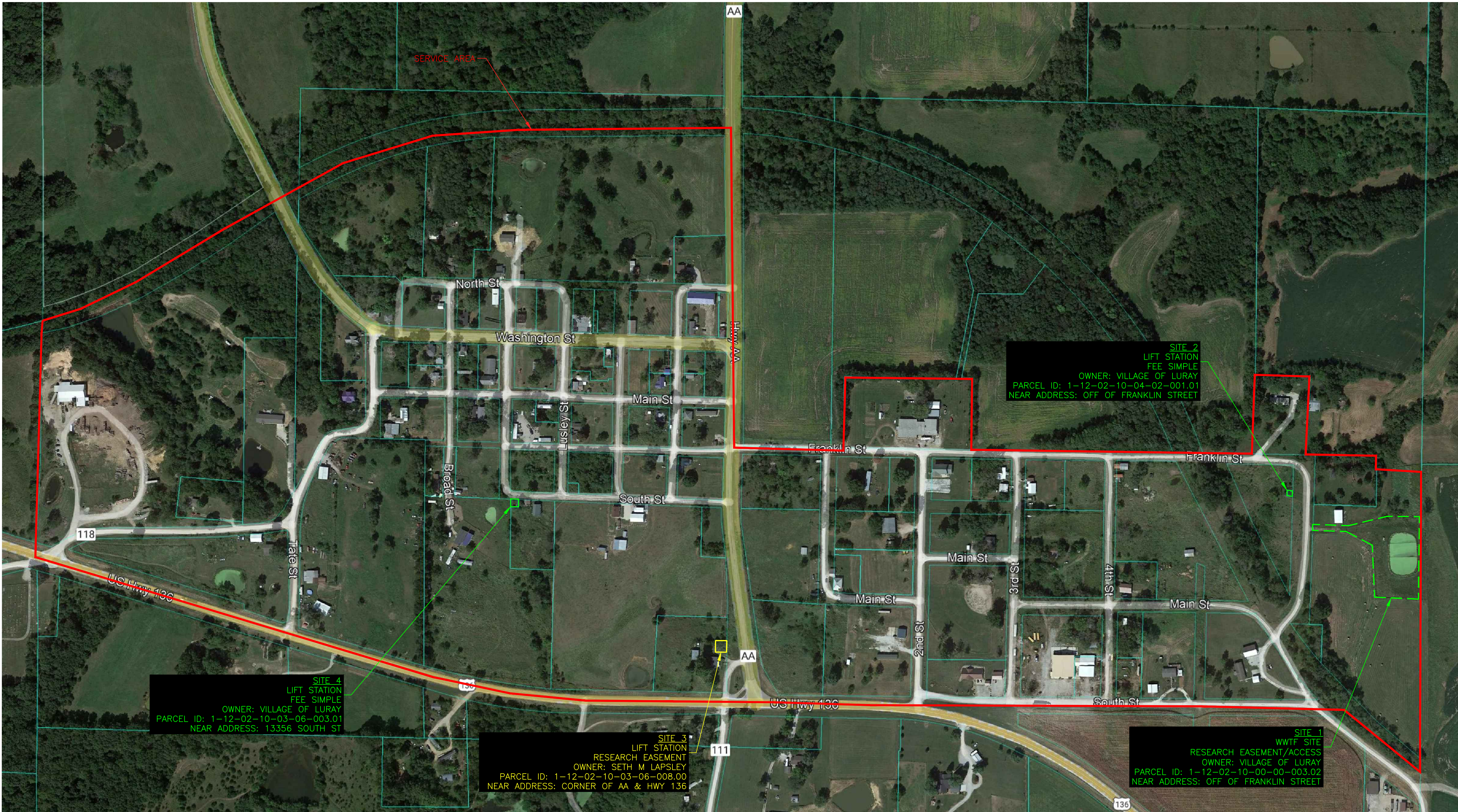
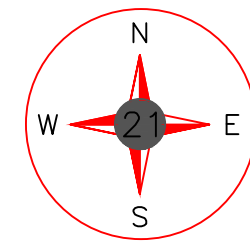
Appendix C

Village of Luray MO Service Area Description:

The area served is part of Clark County, Missouri and is more particularly described as follows:

Commencing from the northeast corner of the Southeast Quarter of Section 10, Township 65 North, Range 9 West; thence along the north line of said Southeast Quarter, Westerly 171.59 feet more or less to the point of beginning; thence continuing along the north line of said Southeast Quarter, Westerly 268.26 feet more or less; thence leaving said north line $N3^{\circ}15'07''E$ 294.23 feet more or less; thence $N87^{\circ}05'21''W$ 220.02 feet more or less; thence $S2^{\circ}31'27''W$ 297.68 feet more or less to the north line of said Southeast Quarter; thence along the north line of said Southeast Quarter, Westerly 1058.20 feet more or less; thence leaving said north line $N1^{\circ}42'13''E$ 270.51 feet more or less; thence $N88^{\circ}24'18''W$ 493.35 feet more or less; thence $S1^{\circ}35'16''W$ 267.42 feet more or less to the north line of said Southeast Quarter; thence along the north line of said Southeast Quarter, Westerly 439.60 feet more or less to the west right-of-way line of Missouri Route "AA"; thence along said west right-of-way line, Northerly 1187.85 feet more or less to the south right-of-way line of the Chicago Burlington & Quincy Railroad; thence along said south railroad right-of-way line, Southwesterly 2782.72 feet more or less to the west line of said Section 10; thence along the west line of said Section 10, Southerly 799.64 feet more or less to the north right of-way line of U.S. Highway No. 136; thence along said north right-of-way line of U.S. Highway No. 136, Easterly 3827.31 feet more or less to the intersection of said north right-of-way line of U.S. Highway No. 136 with the north right-of-way line of South Street; thence along the north right-of-way line of South Street, Easterly 1125.77 feet more or less to the west right-of-way line of the Chicago Burlington & Quincy Railroad; thence leaving said west railroad right-of-way line $S70^{\circ}13'44''E$ 223.66 feet more or less to the east right-of-way line of the Chicago Burlington & Quincy Railroad; thence along said east railroad right-of-way line, Southeasterly 236.96 feet more or less to the east line of said Section 10; thence along the east line of said Section 10, Northerly 1093.12 feet more or less; thence leaving the east line of said Section 10, $N85^{\circ}26'47''W$ 173.15 feet more or less; thence $N3^{\circ}13'06''E$ 50.83 feet more or less to the point of beginning, containing 163.23 acres more or less. Subject to survey.

**ROUGH SERVICE AREA MAP (v1)
VILLAGE OF LURAY
(WASTEWATER)
CLARK COUNTY, MO
Appendix D**



SITE 4
LIFT STATION
FEE SIMPLE
OWNER: VILLAGE OF LURAY
PARCEL ID: 1-12-02-10-03-06-003.01
NEAR ADDRESS: 13356 SOUTH ST

SITE 3
LIFT STATION
RESEARCH EASEMENT
OWNER: SETH M LAPSLEY
PARCEL ID: 1-12-02-10-03-06-008.00
NEAR ADDRESS: CORNER OF AA & HWY 136

SITE 2
LIFT STATION
FEE SIMPLE
OWNER: VILLAGE OF LURAY
PARCEL ID: 1-12-02-10-04-02-001.01
NEAR ADDRESS: OFF OF FRANKLIN STREET

SITE 1
WWTF SITE
RESEARCH EASEMENT/ACCESS
OWNER: VILLAGE OF LURAY
PARCEL ID: 1-12-02-10-00-00-003.02
NEAR ADDRESS: OFF OF FRANKLIN STREET

Utility Note Disclaimer:

The service area shown hereon are depicted based on a service area map provided by the system manager. 21 Design Group, Inc performed no field verification of the layout and are unable to determine the exact location at this time. The location represents approximate location only and should not be construed as being 100% accurate. It is shown to provide general service area of the system to assist with ordering title work and preparation of scope for a License Land Surveyor. This sketch should not be used to interpret encroachments.

DATE:	03/30/2022
PROJECT NO:	0596-22
DRAWN BY:	KAR
SCALE:	
SHEET NAME:	SERVICE AREA MAP



APPENDIX E-C

HAS BEEN
IDENTIFIED AS

CONFIDENTIAL

IN ITS ENTIRETY PURSUANT TO
20 CSR 4240-2.135(2)(A)1

APPENDIX F-C

**HAS BEEN
IDENTIFIED AS**

CONFIDENTIAL

**IN ITS ENTIRETY PURSUANT TO
20 CSR 4240-2.135(2)(A)3. and 6**

CERTIFICATE

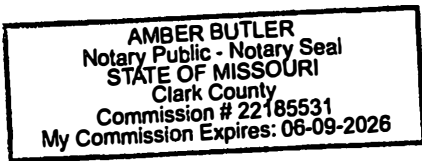
I, the undersigned, Village Clerk of the Luray, Missouri, hereby certifies that (a) the above and foregoing constitutes a full, true and correct copy of the Ordinance duly passed by the Board of Trustee of the Village at a meeting duly held, after proper notice thereof, on 02/26/2023; (b) said Ordinance has not been modified, amended or repealed, and is in full force and effect as of the date hereof; and (c) said Ordinance is the same as is on file in my office.

WITNESS my hand and official seal this 3 day of May, 2023.

Carolee McClintock
Village Clerk

(Seal)

Amber Butler 5/3/2023



BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND RATIFYING THE EXECUTION, DELIVERY, AND PERFORMANCE BY THE VILLAGE OF LURAY, MISSOURI OF AN AGREEMENT FOR SALE OF UTILITY SYSTEM BETWEEN THE VILLAGE OF LURAY, MISSOURI, AND CENTRAL STATES WATER RESOURCES, INC., OR ITS ASSIGNS (THE "PURCHASER") FOR THE SALE OF THE VILLAGE OF LURAY, MISSOURI'S SEWER SYSTEM TO THE PURCHASER PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT FOR SALE OF UTILITY SYSTEM NEGOTIATED BY AND BETWEEN THE VILLAGE OF LURAY, MISSOURI, AND THE PURCHASER; AND AUTHORIZING THE OFFICERS OF THE VILLAGE OF LURAY, MISSOURI TO EXECUTE SUCH OTHER DOCUMENTS, CERTIFICATES, AND INSTRUMENTS NECESSARY TO CARRY OUT AND COMPLY WITH THE TERMS OF THE AGREEMENT FOR SALE OF UTILITY SYSTEM AND CLOSE THE SALE OF THE SEWER SYSTEM.

WHEREAS, the Village of Luray, Missouri (the "Village") currently owns and operates a Sewer System (the "Sewer System");

WHEREAS, the Village previously decided to pursue the sale of certain assets and rights which are exclusively held and used by it in connection with the operation of the Sewer System (the "System Assets");

WHEREAS, certain representatives of the Village and certain representatives of the Purchaser have negotiated the detailed terms of an Agreement for Sale of Utility System whereby the Purchaser will acquire the System Assets;

WHEREAS, it is hereby found and determined by the Board of Trustee of the Village that it is necessary and desirable and in the best interest of the Village to sell the System Assets to Purchaser, and the Village hereby ratifies and approves the Agreement for Sale of Utility System previously executed on behalf of the Village; and

WHEREAS, pursuant to the terms of the Agreement for Sale of Utility System, the City will transfer to the Purchaser the ownership of the System Assets through the execution and delivery of all necessary and required bills of sale, instruments of assignment, consents to transfer, lease agreements, and other agreements, documents, and instruments of conveyance (collectively, the "Conveyance Instruments").

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LURAY, MISSOURI, AS FOLLOWS:

Section 1. The facts, recitals, and statements contained in the foregoing preamble of this Ordinance are true and correct and are hereby affirmed and incorporated as a part of this ordinance.

Section 2. The Agreement for Sale of Utility System previously executed on behalf of the Village is approved and ratified. A copy of the fully executed Agreement for Sale of Utility System is attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The Village shall, and the officers and officials of the Village and its sewer system are authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the Village under the Agreement for Sale of Utility System.

Section 4. The President of the Board of Trustees is hereby authorized and directed on behalf of the Village to execute any and all papers, documents, and instruments, including, but not limited to the Conveyance Instruments, and to do and cause to be done any and all actions and things necessary or proper to close the sale of the System Assets.

Section 5. The Village, and its agents and employees, are hereby authorized to communicate information and cooperate with the Purchaser for the continued operation of the Sewer System and the use of the System Assets pursuant to the terms of the Agreement for Sale of Utility System including the execution of all documents referenced in the Agreement for Sale of Utility System.

Section 6. The Village, and its agents and employees, are hereby further authorized to take any and all necessary actions required to complete the sale of the System Assets, including cooperating with Purchaser in the manner described in the Agreement for Sale of Utility System.

Section 7. If any portion of this Ordinance is declared illegal or void by a court of competent jurisdiction, the remainder of the Ordinance shall survive and not be affected thereby.

Section 8. All actions, resolutions and ordinances (or any parts thereof) in conflict with any or all of the foregoing provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 9. This Ordinance shall be in full force and effect from and after its adoption and approval.

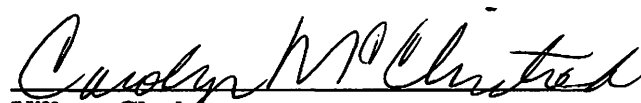
PASSED AFTER HAVING BEEN READ BY TITLE TWO TIMES PRIOR TO
PASSAGE BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LURAY, MISSOURI,
THIS 2⁶ DAY OF February, 2023.

APPROVED BY THE PRESIDENT OF THE BOARD OF TRUSTEES OF THE
VILLAGE OF LURAY, MISSOURI, THIS 26 DAY OF February, 2023.



President, Board of Trustees

ATTEST:



Village Clerk

EXHIBIT A

AGREEMENT FOR SALE OF UTILITY SYSTEM

AGREEMENT FOR SALE OF UTILITY SYSTEM

THIS AGREEMENT ("*Agreement*"), is made and entered into this 24th day of March 2022, 2022, by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, or its assigns ("*Buyer*"), and VILLAGE OF LURAY a Village formed and operating under Chapter 80 of the Revised Statutes of Missouri ("*Seller*"), collectively ("*Parties*").

WHEREAS, Seller has developed and operates, as a regulated sewer corporation, sewer facilities in the area more particularly described and depicted in the documents attached hereto as EXHIBIT A, situated in Clark County, Missouri (hereinafter the "*System*"); and

WHEREAS, Buyer is a corporation, 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 is a Village formed and operating under Chapter 80 of the Revised Statutes of Missouri, 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, and Buyer desires to purchase, all the assets, both real and personal, connected with the System including, but not limited to, all associated improvements for the conveyance of sewer to each of the customers connected to the service area; and

WHEREAS, the parties have reached an understanding with respect to the sale by Seller and the purchase by Buyer of all of the Property (as hereinafter defined) of the System.

NOW, THEREFORE, it is mutually agreed that:

I. **SALE OF PROPERTY.** 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 to sell to Buyer, and Buyer agrees to purchase from Seller, all of the following described property (the "*Property*"):

A. The land, improvements thereon, easements, rights of way, permits, and leases, and other real property interests used or useful for operation of a sewer system in the System area depicted on EXHIBIT A and/or generally described in EXHIBIT B, attached hereto, located in Clark County, Missouri;

B. All of Seller's sewer service facilities, including but not limited to: All sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, manholes, and any other appurtenances of the sewer system, and all machinery, equipment, supplies and other tangible items used in connection with the sewer system;

C. Any additional tools, devices, vehicles, mobile work equipment, furniture, fixtures, machinery, supplies and other tangible items, if any, located in Clark County, Missouri, and used or held for use in connection with the System as described in EXHIBIT C, attached hereto;

D. All of Seller's rights, title and interest in and to those agreements set out and described in EXHIBIT D, attached hereto;

E. All of Seller's rights, title and interest in and to any and all warranties, bonds or other financial assurances or guaranties, pertaining to, allocable to or arising out of the provision of sewer service and/or the System;

above of this Section, any and all cash, cash equivalents and banking deposits in existence prior to the Closing, any and all accounts receivable accrued prior to the Closing, and any customer deposits held by Seller.

2. **CONVEYANCES OF REAL ESTATE.** The real estate to be conveyed by Seller will include all facilities described herein and all interest of Seller in any sewer 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. 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 the 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*"). 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 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, then 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 shall have five (5) business days to correct the title and the Closing shall 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 APPROVAL.** Seller and Buyer agree to make application to the Missouri Public Service Commission ("*MPSC*") for authority to complete the transfer of the Property. 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 ("*MDNR*") for transfer of Seller's permits, if any.

4. **PURCHASE PRICE.** Buyer agrees to pay to Seller at the Closing One Dollar (\$1.00) for purchase of the Property ("*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 Property 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 Property to be sold hereunder, and will assist Buyer in the collection or reduction to possession of such Property. Buyer will pay all sales, transfer and documentary taxes, if any, payable in connection with the sale, transfers and deliveries to be made to Buyer hereunder. All ad valorem real estate taxes and assessments levied or assessed against the Property shall be prorated according to the calendar year as of the Closing based on the most recent tax bill and assessments levied for the same, and Buyer shall receive a credit against the Purchase Price for the amount of taxes owed by Seller at the time of the Closing. Buyer shall pay the costs of recording all instruments required for the Closing to occur, the fees charged by the title company, and Buyer's attorneys' fees. Seller shall pay for all attorneys' fees incurred by Seller.

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

going forward, excepting responsibility for any liabilities and/or obligations of Seller in connection with the Property that existed prior to the date of the Closing.

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

The Seller represents and warrants as follows:

A. **Organization and Standing of Seller.** Seller is a Village formed and operating under Chapter 80 of the Revised Statutes of Missouri, organized and existing under the constitution and laws of the State of Missouri and Seller has all the requisite power and authority to sell the Property pursuant to the terms of this Agreement.

B. **Liabilities.** All liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise pertaining to or arising out from the Property are liabilities and obligations of the Seller and shall remain the obligations of Seller after the date of the Closing.

C. **Absence of Certain Changes.** After Buyer's inspection and acceptance of the Property, there shall not be:

i. Any material change in the use of the Property 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 Property.

D. **Title to Properties.** Within twenty (20) days prior to the Closing and with Buyer's assistance, Seller shall have obtained the legal right to transfer all of the Property. To the best of Seller's knowledge, unless Seller has disclosed any information in writing to the Buyer to the contrary, Seller owns the Property 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 Property to be sold hereunder.

Notwithstanding, but not in limitation of, the foregoing, Seller agrees to work with Buyer's surveyor prior to closing 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 the 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 Clark 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.

E. **Authority to Operate.** The Property, 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 the 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. Seller agrees that from the Effective Date until either the termination of this Agreement or until after the Closing that Seller will not file any notices, requests, compliance documents, pleadings, or any other documents with any governmental or quasi-governmental authority that has jurisdiction over Seller in the operation, regulation or oversight of the System or any other endeavors of Seller (whether related to the System or not) without first providing at least ten (10) days prior notice to the Buyer for review and comment on such filing.

F. **Litigation.** There is no litigation or proceeding pending, or to the knowledge of Seller threatened, against or relating to Seller, the Property, 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 Property, or the System, except as otherwise disclosed to Buyer. Seller has notified Buyer of a demand by Glenn Meyers of Meyers Driveway & Septic Tank related to repairs to the System; however, it is Seller's intent to satisfy this obligation prior to the Closing.

G. **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.

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

Buyer represents and warrants as follows:

A. **Organization and Standing of Buyer.** Buyer is a corporation organized, existing under the constitution and laws of the State of Missouri in good standing, and has the requisite power to purchase the Property 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 Property 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.

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 MPSC and MDNR shall have, if necessary, authorized or approved the sale, transfer or disposition of the Property 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. 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 the 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 the Closing, to include MPSC assessments.

D. **Feasibility.** Completion of Buyer's examination, testing and inspection of the Property, the securing of any and all licenses, permits or governmental approvals Buyer deems necessary for Buyer's proposed uses of the Property, and any other due diligence determined by the Buyer as necessary in order to determine the feasibility of this acquisition, the results of any of the foregoing to be satisfactory to Buyer, in its sole and absolute 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 Property; 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 Property as intended by Buyer.

E. **No Casualty.** The Property 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 the 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 the 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. **INDEMNIFICATION.** Seller shall, and hereby does agree to indemnify and hold harmless Buyer, at any time after the Closing against and in respect of:

A. All liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise, and including all liabilities or obligations arising out of the transactions entered into, or any state of facts existing, prior to the date of the Closing, including, without limitation, such liabilities or obligations as are described in paragraph B of Section 6 hereof;

B. Any claim, damage or deficiency resulting from any misrepresentation, untrue warranty, breach of warranty, or nonfulfillment of any agreement on the part of Seller under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Buyer under this Agreement;

C. Any claim, liability, damage or obligation arising out of or attributable to, directly or indirectly,

the storage or disposal of hazardous waste or materials prior to the date of the Closing;

D. All actions, suits, proceedings, demands, assessments, judgments, costs (including attorney's fees) and expenses incident to any of the foregoing.

Seller shall reimburse Buyer, on demand, for any payment involuntarily made, required by law to be made, or with the consent of Seller made by Buyer at any time after the date of closing in respect of any liability, obligation or claim to which the indemnity and hold harmless by Seller contained in this section relates.

11. **FEES AND COMMISSIONS.** Each Party represents that it has not retained any broker or finder and is not paying, and is not obligated to pay, any finder's fee, commission or other transactional fee in connection with the transactions contemplated by this Agreement. Each Party shall pay its own fees for attorneys, accountants, appraisers or others engaged by it in the course of negotiating or executing this Agreement and in closing and completing the transactions hereunder provided. Fees for professional advisors retained jointly by the Parties for their mutual benefit shall be equally divided.

12. **HAZARD INSURANCE & CASUALTY LOSS.** Seller shall maintain current hazard insurance in force on the Property until the Closing. The risk of loss to the Property shall pass to Buyer upon delivery of possession of the Property to Buyer. If an event of casualty occurs to the Property prior to the Closing, the Buyer may elect to either move to the Closing and accept any insurance proceeds as full satisfaction for the damage to the Property or the Buyer may terminate this Agreement. Buyer shall notify Seller as to which option it elects within five (5) days prior to the Closing.

13. **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.

14. **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.

15. **COUNTERPARTS.** This Agreement may be executed 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.

16. **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.

17. **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.

18. **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 unreasonably withheld.

19. **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.

20. **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, 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:

Josiah Cox, President
Central States Water Resources, Inc.
1650 Des Peres Road, Suite 303
St. Louis, MO 63131
Facsimile: (314) 238-7201

With a Copy to:

James A. Beckemeier
Beckemeier LeMoine Law
13421 Manchester Rd., Suite 103
Saint Louis, Missouri 63131
Phone: (314) 965-2277
Facsimile: (314) 965-0127
E-mail: jim@bl-stl.com

If to Seller:

Village of Luray
Attn: Ed Nye, Mayor
21438 Lusley Street
Luray, Missouri 63453
Phone: (319) 795-6437
Facsimile: _____
Email: villageofluray@yahoo.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 the 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.

27. **AUTHORITY TO EXECUTE.** Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

28. **CONFIDENTIALITY.** Buyer and Seller shall keep confidential this Agreement, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to conduct its due diligence or either party to close this transaction. Notwithstanding the foregoing, in that the Seller is a public entity that is subject to the State of Missouri's Sunshine Laws, the Buyer consents and agrees that Seller shall have the right and obligation to comply with all valid requests for information in accordance with the Sunshine Laws or other public disclosure laws. However, if Seller receives a request to disclose information set forth in this Agreement or that is related to the transactions contemplated within this Agreement, Seller agrees to notify Buyer of such request and will also notify Buyer what information that the Seller deems it is required to disclose in accordance with such request prior to making such disclosure.

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

VILLAGE OF LURAY

By: Ed Nye
Ed Nye, Mayor

BUYER:

CENTRAL STATES WATER RESOURCES,
INC.

By: Josiah Cox
Josiah Cox, President

EXHIBIT A

Service Area Description

[SERVICE AREA MAP & LEGAL DESCRIPTION TO BE FINALIZED PRIOR TO CLOSING]

EXHIBIT B

Description of Land, Improvements thereon, Easements, Rights of Way, Permits and Leases
(The legal description(s) of the Land, Improvements thereon, Easements, Rights of Way shall be determined by
survey and title commitments, which shall be inserted prior to the Closing).

[TO BE FINALIZED PRIOR TO CLOSING]

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

All interests in land used or useful in operation of the Sewer System that services the area set forth on **EXHIBIT A**, including but not limited to easements, rights of way and permits, and including the real property described in Commitment File No. [FILE NUMBER], issued by [TITLE COMPANY], as agent for [UNDERWRITER] as well as in an Assignment of Easements between Consolidated Public Water Supply District #1 Of Clark County, Missouri and the Village of Luray, which was executed on February 27, 2012.

All of Lots 1 and 2 in Block 26 in the town of Eldorado, now Luray, Clark County, Missouri.

AND,

Commencing at the Northeast Corner of the Southeast One-Quarter (SE ¼) of Section 10, Township 65 North, Range 9 West of the Fifth Principal Meridian, Clark County, Missouri; thence S 0°45'28" W (assumed bearing), 27.00 feet along the East line of said SE ¼ to the TRUE POINT OF BEGINNING; thence continuing S 0°45'28" W, 1089.49 feet along the East line of said SE ¼ to a point on the North Right-of-Way (R/W) line of the Burlington Northern Railroad (BNRR): thence on a curve to the right, having a radius of 1859.92 feet, an arc length of 550.84 feet, a chord bearing of N 47°16'33" W, and a chord distance of 548.83 feet along said North R/W line of the BNRR to a point on the East line of the original town of Eldorado, now Luray, as plated in said SE ¼; thence N 0°42'37" E, 568.17 feet measured (584.93 feet deed) along the East line of said town; S 88°38'18" E, 218.84 feet measured (209.61 feet deed); thence N 0°45'28" E, 158.62 feet; thence S 88°38'18" E, 189.73 feet along a line parallel with the North line of said SE ¼ to the POINT AND PLACE OF BEGINNING. Said tract contains 8.31 acres, more or less. Subject to all public roads, easements, restrictions, reservations, covenants and conditions, if any, now of record. Along with a permanent and perpetual 30 foot wide utility easement, 15 feet on either side of the outfall line as laid from the Water District property to the drainage ditch north of the property.

A Nine Hundred One (901) square foot tract located in the Southwest Quarter of Section Ten (10), Township Sixty-Six (66) North, Range Nine (9) West, Clark County, Missouri, and more particularly described as follows: Beginning South 00 degrees 27 minutes 18 seconds East, 30.00 feet from the Southwest corner of Block Four (4) of Miller's Addition to the Town of Luray, Missouri, thence North Eighty-Nine (89) degrees, Thirty-Two (32) minutes, Forty (40) seconds East, 30.03 feet parallel with and 30.00 feet normal to the South line of said Block Four (4); thence South 00 degrees 27 minutes 20 seconds East, 30.00 feet; thence South 89 degrees 32 minutes 40 seconds West, 30.03 feet; thence North 00 degrees 27 minutes 20 seconds West, 30.00 feet to point of beginning, containing Nine Hundred One (901) square feet.

Commencing at the Southeast Corner of Lot 6 in Block 28 in the Original Town of Eldorado, now Luray, Clark County, Missouri; thence N 0°42'37" E (assumed bearing), 38.07 feet along the East line of said lot 6 to the TRUE POINT OF BEGINNING; thence N 88°38'18" W, 20.00 feet along a line parallel with the South line of said Lot 6; thence N 0°42'37" E, 20.00 feet along a line parallel with the East line of said Lot 6; thence S 88°38'18" E, 20.00 feet along a line parallel with the South line of said Lot 6 to a point on the East line of said Lot 6; thence S 0°42'37" W, 20.00 feet along the East line of said Lot 6 to the POINT AND PLACE OF BEGINNING. Said tract contains 0.01 acres, more or less. Subject to all public roads, easements, restrictions, reservations, covenants and conditions, if any, now of record.

EXHIBIT C

Personal Property and Equipment
(meters, tools, devices, mobile work equipment, furniture, fixtures, machinery, supplies, and other tangible items)

[TO BE FINALIZED PRIOR TO CLOSING]

All Property set forth herein shall be transferred to Buyer free and clear of all liens, pledges, leases, options, rights of first refusal, conditional sales agreements or any other such encumbrances.

All personal property comprising the Sewer System that services the area set forth on **EXHIBIT A**, including but not limited to, the sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, and any other appurtenances of the Sewer System, and all machinery, equipment, supplies and other tangible items used in connection with the Sewer System.

Additional Personal Property

EXHIBIT D

Rights Via Agreements, Contracts, Misc.

[TO BE FINALIZED PRIOR TO CLOSING]


Agreement for Sale of Utility System


Final Audit Report


2022-03-25


Created:	2022-03-25
By:	Kimberly Faulkner (kfaulkner@cswrgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZB-8QTy_r11EsdODkdmYB5f8TKVRnC


"Agreement for Sale of Utility System" History

-  Document created by Kimberly Faulkner (kfaulkner@cswrgroup.com)
2022-03-25 - 8:21:04 PM GMT - IP address: 68.3.235.228

-  Document emailed to Josiah Cox (jcox@cswrgroup.com) for signature
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-  Email viewed by Josiah Cox (jcox@cswrgroup.com)
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-  Document e-signed by Josiah Cox (jcox@cswrgroup.com)
Signature Date: 2022-03-25 - 8:22:34 PM GMT - Time Source: server - IP address: 35.134.151.130

-  Agreement completed.
2022-03-25 - 8:22:34 PM GMT

