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January 24, 2005

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

FILED²
JAN 25 2005
Missouri Public
Service Commission

RE: Application of Consolidated Public Water Supply District No. 1 of Boone County, Missouri and City of Ashland, Missouri for approval of a Territorial Agreement

Dear Mr. Roberts:


I am enclosing herein the following:

- a) \$250.00 filing fee check from Consolidated Public Water Supply District No. 1 of Boone County, Missouri.
- b) \$250.00 filing fee from City of Ashland, Missouri.
- c) Original and eight copies of Joint Application of Consolidated Public Water Supply District No. 1 of Boone County, Missouri and City of Ashland, Missouri for approval of a Territorial Agreement pursuant to Section 247.172 RSMo.

I am concurrently herewith mailing a copy of this letter and a copy of the Joint Application to the Office of Public Counsel.

Sincerely yours,

JONES, SCHNEIDER AND BARTLETT, LLC



J. Turner Jones

JTJ:elh
Enclosures
cc: Office of Public Counsel

FILED²

JAN 25 2005

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

**Missouri Public
Service Commission**

In the Matter of the Application of)
CONSOLIDATED PUBLIC WATER)
SUPPLY DISTRICT NO. 1 OF BOONE)
COUNTY, MISSOURI and the CITY OF)
ASHLAND, MISSOURI for approval of a)
Territorial Agreement concerning territory)
encompassing part of Boone County,)
Missouri.)

Case No. _____

JOINT APPLICATION

COME NOW CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI and the CITY OF ASHLAND, MISSOURI and, pursuant to Section 247.172 RSMo., state as follows:

1. Applicant CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI (hereinafter referred to as "District") is a public water supply district organized and existing under the provisions of Section 247.010 to 247.220 of the statutes of the State of Missouri with its principal office, place of business and mailing address being 1500 North Seventh Street, Columbia, Missouri 65201. The District operates a water system within its boundaries in Boone County, Callaway County and Howard County, Missouri. The District's electronic mailing address is brobinson@consh2o.org, fax number is 573-442-9222 and telephone number is 573-449-0324.

2. Applicant CITY OF ASHLAND, MISSOURI (hereinafter referred to as "City") is a fourth class city located in Boone County, Missouri, organized and existing under the provisions of Chapter 79 of the statutes of the State of Missouri and its principal office and place of business is 109 East Broadway, Ashland, Missouri 65010, and its mailing address is P.O. Box 135, Ashland, Missouri 65010. The City owns and operates a water system within its boundaries in Boone County, Missouri. The City's electronic mailing address is

Ashland@midamerica.net, fax number is 573-657-7018, and telephone number is 573-657-2091.

3. Correspondence, communications, orders and decisions of the Commission in regard to this Application should be sent to the following:

J. Turner Jones
Attorney at Law
Jones, Schneider & Bartlett, LLC
11 North Seventh Street
Columbia, MO 65201
573-449-2451 (telephone)
573-443-8620 (fax)
ATTORNEY FOR DISTRICT

David G. Bandré
Attorney at Law
Bandré.Hunt.Snider, LLC
P.O. Box 1774
225 Madison Street, 2nd Floor
Jefferson City, MO 65102
573-635-2424 (telephone)
573-635-2010 (fax)
ATTORNEY FOR CITY

4. On July 8, 2004, Applicants executed a Territorial Agreement (hereinafter referred to as "the Agreement") pursuant to Section 247.172 RSMo. A copy of the Agreement including Exhibits "1" through "3" to the Agreement, is attached to and made a part hereof as Appendix A and incorporated herein by reference as fully as if set forth herein verbatim.

5. The Agreement specifically designates the boundaries of the water service areas of District and City. The Agreement also sets forth any and all powers granted to District by City to operate within the corporate boundaries of the City and any and all powers granted to City to operate within the boundaries of the District.

6. No present change will be made to the water service of any person by the terms of the Agreement. The names and addresses of the persons whose water service could potentially in the future be changed by the Agreement are the water service customers of the District listed on Appendix B attached hereto who are located within the water service area of the City. No water service customers of the City are located within the water service area of the District.

7. The existing water rates for water service customers of the District are shown in Appendix C attached hereto and the existing water rates for the water service customers of the City are shown on Appendix D attached hereto.


8. The Agreement will enable Applicants to avoid wasteful duplication of services and undue cost to their customers and is not, therefore, detrimental to the public interest.

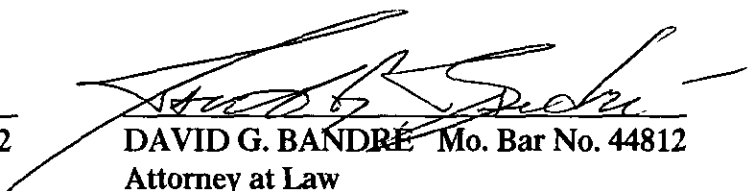
9. The Agreement in no way affects or diminishes the rights and duties of any water supplier not a party to the Agreement to provide service within the boundaries designated in the Agreement.

10. Neither Applicant has any pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this Application.

11. No annual report or assessment fees are overdue from either Applicant.

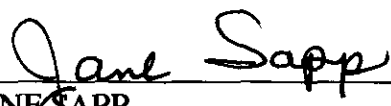
WHEREFORE, Applicants request the Commission, pursuant to Section 247.172 RSMo, to approve by report and order the aforesaid Territorial Agreement entered into between the District and the City.


J. TURNER JONES Mo. Bar No. 18492
Attorney at Law
Jones, Schneider & Bartlett, LLC
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Columbia, MO 65201
573-449-2451 (telephone)
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ATTORNEY FOR DISTRICT


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ATTORNEY FOR CITY

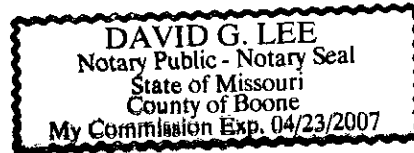
STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

JANE SAPP, of lawful age, being duly sworn, states that she is the President of Applicant Consolidated Public Water Supply District No. 1 of Boone County, Missouri, that she has read the above and foregoing Application, including Appendices attached thereto, and that the statements made therein and the contents of the Appendices attached thereto are true and correct according to her best information and belief.


JANE SAPP

SUBSCRIBED AND SWORN TO before me this 13th day of January,
2005. My commission expires: 4/23/2007

David G. Lee
Notary Public



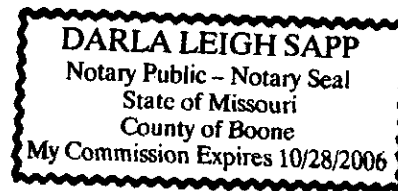
STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

ALAN C. BAUER, of lawful age, being duly sworn, states that he is the Mayor of the City of Ashland, Missouri, that he has read the above and foregoing Application, including Appendices attached thereto, and that the statements made therein and the contents of the Appendices attached thereto are true and correct according to his best information and belief.

Alan C. Bauer
ALAN C. BAUER

SUBSCRIBED AND SWORN TO before me this 23rd day of December,
2004. My commission expires: October 28, 2006

Darla Leigh Sapp
Notary Public
Darla Leigh Sapp



TERRITORIAL AGREEMENT
BETWEEN
THE CITY OF ASHLAND
AND
CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1
OF BOONE COUNTY, MISSOURI

THIS AGREEMENT, made and entered into this 8th day of July, 2004, by and between the CITY OF ASHLAND, MISSOURI, a municipal corporation, hereinafter called "CITY," and CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, a public corporation, hereinafter called "DISTRICT."

WITNESSETH:

WHEREAS, the CITY is authorized by law to provide water services both within and outside the boundaries of the CITY; and

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

WHEREAS, an overlap exists between the boundaries of the CITY and the boundaries of the DISTRICT; and

WHEREAS, duplication of equivalent facilities in areas directly served by both the CITY and the DISTRICT entails waste of resources and increases customer costs; and

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

NOW, THEREFORE, CITY and DISTRICT agree as follows:

1. The boundaries of the DISTRICT are described in Exhibit "1" attached hereto. The water service area of the CITY shall be within that area enclosed by the metes and bounds description in Exhibit "2" attached hereto and as shown on the map attached hereto as Exhibit "3." The water service of the DISTRICT shall be that area outside the CITY water service area and inside the boundaries described in Exhibit "1."

2. The CITY shall provide water service to its existing customers and to all new Customers within its water service area and outside the DISTRICT service area, as described in paragraph 1, in accordance with the requirements of the Code of Ordinances of the City of Ashland, Missouri, which are in place at time of construction.

3. The DISTRICT shall provide water service to its existing customers and to all new customers within its water service area and outside the City service area, as described in

Paragraph 1, in accordance with the Rules and Regulations of the DISTRICT, which are in place at time of construction.

4. Except as provided in paragraph 6, or as otherwise agreed to by the parties in writing, the DISTRICT shall continue to provide water service to those customers it has as of the date of this agreement outside its water service area but shall not provide water service to any new customers within the water service area of the CITY.

5. Except as provided in paragraph 6, or as otherwise agreed to by the parties in writing, the CITY shall continue to provide water service to those customers it has as of the date of this agreement outside its water service area but shall not provide water service to any new customers within the water service area of the DISTRICT.

6. The customers of one party shall not be allowed to receive water service from the other party without the prior written consent of both parties. All agreements to transfer customers shall be reduced to writing and approved by the respective governing boards of both parties prior to the actual transfer of customers.

7. The DISTRICT shall provide such water supply, storage and main capacity, in its service area inside the Ashland City limits, as required in order to deliver the same level of fire flows that is required of the City of Ashland to meet residential flow design standards of 500 gallons per minute for a four hour duration at a minimum system residual pressure of 20 psi. Commercial and industrial fire flows must conform to 80 percent of the I.S.O. "Needed Fire Flow" as determined by a risk evaluation by the City Engineer, up to a maximum of 2000 gallons per minute for a four hour duration. Fire flows shall be determined by appropriate hydraulic modeling in the design stage and confirmed by actual fire flow tests conducted by representatives of the CITY and DISTRICT after the mains are placed in service. If the test results are disputed, the CITY and the DISTRICT will select an independent third party to perform the necessary tests and provide a report of the results. The costs of the independent third party shall be divided equally between the CITY and the DISTRICT. When additional areas of the DISTRICT water service area are annexed into the CITY, the DISTRICT, except for single residences on a single lot annexation, shall make available in the annexed area in accordance with its extension rules and policies, water quantities for fire flows as referred to above, within two (2) years after the date of issuance of the first occupancy permit for the annexed area. If, however, the cost to the DISTRICT for the necessary improvements for the annexations in any given year exceeds \$500,000 and requires financing on the part of the DISTRICT upgrades will be done within five (5) years. Notwithstanding the foregoing, upgrading shall not be required of existing water systems in the subdivisions, and existing waterlines within the DISTRICT, which are in existence at the time of the execution of this agreement.

8. The DISTRICT shall furnish, or shall arrange to furnish through its developers for new developments, fire hydrants and associated tees and valves within its water service area within the City limit at locations approved by the City Engineer, such approval shall not be unreasonably withheld.

9. The DISTRICT, when planning or constructing improvements to the water system of the DISTRICT within its water service area located within the City limit shall furnish plans to the City for review by the City Engineer.

10. In areas within the City water service area not readily accessible to CITY facilities upon written agreement between the CITY and the DISTRICT, the CITY may extend water mains to serve customers in that area beginning at a mutually agreed upon service point on DISTRICT water mains and may purchase water from the DISTRICT to serve those customers.

In areas within the DISTRICT water service area not readily accessible to DISTRICT facilities upon written agreement between the DISTRICT and the CITY, the DISTRICT may extend water mains to serve customers in that area beginning at a mutually agreed upon service point on CITY water mains and may purchase water from the CITY to serve those customers.

Both the CITY and the DISTRICT may purchase water from each other at locations mutually agreed upon where it would be more efficient to do so than to extend, replace or relocate water mains and/or duplicate facilities.

11. The DISTRICT shall have the right to occupy and use the CITY public road rights-of-way and CITY public utility easements in the same manner as other utilities. To the maximum extent possible the DISTRICT and CITY shall covenant to each other the joint use of easements and right as to the extent allowed by the specific easement document. This agreement shall not eliminate or reduce the existing rights of the DISTRICT to use existing road right-of-way or utility easement areas.

12. The terms of this agreement may not be modified, repealed or changed except by a written document executed by the parties and approved by the respective governing boards of both parties and approved by the Missouri Public Service Commission.

13. The parties recognize that neither this agreement nor approval of this agreement by the Missouri Public Service Commission shall in any way affect or diminish the rights of any water supplier not a party to this agreement to provide water service within the water service areas set forth in this agreement. (Section 247.72 (5) RSMo.) The parties further recognize that the CITY may enter into territorial agreements with other water suppliers pertaining to the water service area of the DISTRICT described herein.

14. The initial term of this agreement shall be for a period of twenty-five (25) years from and after the date that this agreement is approved by the Missouri Public Service Commission. Thereafter, this agreement shall automatically be renewed for successive terms of one (1) year each until either party gives not less than one (1) year written notice of termination of this agreement in which event this agreement shall terminate at the end of the then current term.

15. In the event this agreement is not approved by the Missouri Public Service Commission within one (1) year after the date of this agreement, this agreement shall thereupon automatically become null and void.

16. The DISTRICT represents that the Board of Directors of the DISTRICT have duly passed a resolution authorizing the President and the Clerk of the DISTRICT to execute this agreement on behalf of the DISTRICT.

The CITY represents that the Board of Aldermen of the CITY have duly passed a resolution authorizing the execution of this agreement by the Mayor and the City Clerk.

17. This agreement shall be binding upon the undersigned and our successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

DISTRICT:

CONSOLIDATED PUBLIC WATER SUPPLY
DISTRICT NO. 1 OF BOONE COUNTY,
MISSOURI, a public corporation

BY:

Jane Sapp
JANE SAPP, President

ATTEST:

Bill Robinson
BILL ROBINSON, Clerk

CITY:

THE CITY OF ASHLAND, MISSOURI, a
municipal corporation

BY:

Alan C Bauer
ALAN BAUER, Mayor

ATTEST:

Darla Sapp
DARLA SAPP

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

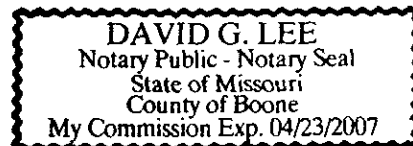
On this 8th day of July, 2004, before me appeared JANE SAPP, to me personally known, who, being by me duly sworn, did say that she is the President of CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, a public corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the state and county aforesaid, the day and year first above written.

David G. Lee
Notary Public

My commission expires:

April 23, 2007



STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 1st day of June, 2004, before me appeared ALAN BAUER, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ASHLAND, MISSOURI, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said City and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its governing body and the said Mayor acknowledged said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the state and county aforesaid, the day and year first above written.

Deborah S. Shepherd
Notary Public

My commission expires:

12/05/2005

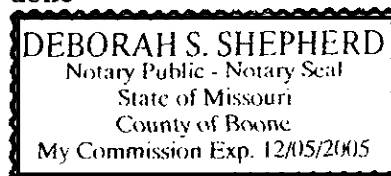


EXHIBIT 1

CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 BOUNDARY DESCRIPTION

Beginning where the Boone/Howard County line intersects the South right-of-way line of Highway 124 in Section 10, Township 50 North, Range 14 West; thence in a Easterly direction along and with the South right-of-way line of said Highway 124 to a point where said right-of-way intersects the West boundary line of the City of Harrisburg, Missouri as it was established in the year 1965; in accordance with the original Decree of Incorporation of the former PWSD No. 8 of Boone County, dated March 19, 1965; thence South along and with the West boundary of said City to the Southwest corner thereof; thence Easterly along and with the South boundary of said City to a point where the Harrisburg City Limits again intersects the South right-of-way line of Highway 124, as said City was established in the year 1965; thence Easterly along and with the South right-of-way line of said Highway 124 to a point where it intersects the East Section line of Section 18, Township 50 North, Range 13 West; thence North along and with the East Section line of said Section 18 to the Northeast corner of Section 18; thence East along and with the North Section line of Sections 17, 16, 15, 14 and 13, Township 50 North, Range 13 West to the Northeast corner of Section 13 said corner being on the Range line, between Range 12 West and 13 West; thence South along and with said Range line and the East Section line of Sections 13, 24, 25 and 36, Township 50 North, Range 13 West; thence continuing South along and with the Range line and the East Section line of Sections 1, 12 and 13, Township 49 North, Range 13 West, to the Southeast corner of Section 13, Township 49 North, Range 13 West; thence West along and with the South Section line of said Section 13 to a point that intersects Rocky Fork Creek; thence in Southwesterly direction along and with said Rocky Fork Creek to a point on the West Section line of Section 24, Township 49 North, Range 13 West; thence South along and with said West Section line to a point which lies East of where the West line of the Northeast Quarter of the Southeast Quarter of Section 23, Township 49 North, Range 13 West intersects Rocky Fork Creek; thence West to said intersection of Rocky Fork Creek and the West line of the Northeast Quarter, of the Southeast Quarter of Section 23, Township 49 North, Range 13 West; thence South along and with the Quarter, Quarter Section line to the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 23, Township 49 North, Range 13 West; thence West along and with the South Section line of said Section 23 to the North Quarter Section Corner of Section 26 Township 49 North, Range 13 West; thence South along and with the Quarter Section line of said Section 26, to the South Quarter Section Corner of Section 26, Township 49 North, Range 13 West, said point being the southwest corner of the former PWSD No. 1 of Boone County; thence easterly in accordance with the original Decree of Incorporation of the former PWSD No. 8 of Boone County, dated March 19, 1965 along and with the southern boundary of the former PWSD No. 1 of Boone County to the point where said boundary line intersects the northern City Limits of the City of Columbia as established in City Council Bill No. 139-64 (Ordinance No. 2437) at about the North Quarter Section Corner of Section 31, Township 49 North Range 12 West;

thence South along and with the Quarter Section line of said Section 31 to the South Quarter Section Corner of said Section 31; thence West along and with the South Section Line of said Section 31 and continuing West along the South Section Line of Section 36 and 35 Township 49 North, Range 13 West, to a point 200 feet West of the Centerline of Creasy Springs Road; thence southerly along and with a line projected 200 feet West of and parallel with the Centerline of Creasy Springs Road to its intersection with the Quarter Section line of Section 2 Township 48 North, Range 13 West; thence West along and with the Quarter Section line of said Section 2 to the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 2; thence North along and with the Quarter, Quarter Section line of said Section 2 to the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 2; thence West along and with the North Section line of said Section 2, and continuing West along the North Line of Section 3 Township 48 North, Range 13 West, to the North Quarter Section Corner of said Section 3; thence South along and with the Quarter Section line of said Section 3 to a point 300 feet north of the South line of said Section 3; thence West along and with a line projected 300 feet North of and parallel with the South line of said Section 3 to a point 200 feet West of the Quarter Section line of said Section 3; thence South along and with a line projected 200 feet West of and parallel with the Quarter Section line of said Section 3 to a point on the South Section Line of said Section 3; thence continuing south along and with a line projected 200 feet West of and parallel with the Quarter Section line of Section 10 Township 48 North, Range 13 West, to a point on the North line of the Southwest Quarter of said Section 10; thence west along and with the Quarter Section line of said Section 10 to the West Quarter Section Corner of said Section 10; thence south along and with the West Section line of said Section 10 to the Southwest corner of said Section 10; thence West along the North Section line of Section 16 Township 48 North, Range 13 West to a point 200 feet West of the East Section line of said Section 16; thence South along and with a line projected 200 feet west of and parallel with the East Section line of said Section 16 to the Quarter Section line of said Section 16; thence West along and with the Quarter Section line of said Section 16 to the Southeast Corner of the Southwest Quarter of the Northeast Quarter of said Section 16; thence south along and with the Quarter, Quarter Section line to Southeast Corner of the Southwest Quarter of the Southeast Quarter of said Section 16; thence West along the South Section line of said Section 16 to the South Quarter Section Corner of said Section 16; thence south along the Quarter Section line of Section 21 Township 48 North, Range 13 West to the South Quarter Section Corner of said Section 21; thence East along and with the South Section line of said Section 21 to the point where it intersects the centerline of Hinkson Creek; thence south along the centerline of Hinkson Creek to its intersection with the North right-of-way line of the former Missouri, Kansas and Texas Railroad (Katy Trail State Park); thence easterly along and with the North right-of-way line of the former Missouri, Kansas and Texas Railroad (Katy Trail State Park) to its intersection with the West line of the Northeast Quarter of the Northwest Quarter of Section 27 Township 48 North, Range 13 West; thence North along the Quarter, Quarter Section line to the Northwest Corner of the Northeast Quarter of the Northwest Quarter of said Section 27; thence East along and with the North Section Line of said Section 27, and continuing East along the North Section Line of Section 26 Township 48 North, Range 13 West to the North Quarter Section Corner of said Section 26;

thence South along and with the Quarter Section line of said Section 26 to a point 200 feet Southeast of the Southeast right of way of Green Meadows Drive; thence northeasterly along and with a line projected 200 feet Southeast of the Southeast right of way of Green Meadows Drive to a point on the East line of the Southeast Quarter of the Northwest Quarter of Section 25 Township 48 North, Range 13 West, said point also being 200 feet East of the East right of way of State Highway 163; thence north along and with a line projected 200 feet East of and parallel with the East right of way of State Highway 163 to its intersection with the North Section line of said Section 25; thence East along the North Section line of said Section 25, and continuing East along the North Line of Section 30 Township 48 North Range 12 West to the East right of way of Old Highway 63; thence continuing East along the North Section Lines of Sections 30 and 29, Township 48 North Range 12 West, to the West Right of Way Line of New Highway 63; thence South and with the West Right of Way of New Highway 63 to the intersection of said Right of Way with the North Section Line of Section 32, Township 48 North Range 12 West; thence East along the North Section Line of said Section 32 to the Northeast Corner of said Section 32; thence easterly along and with the North Section line of Sections 33, 34 and 35, Township 48 North, Range 12 West to the Northeast corner of said Section 35; thence South along and with the East Section line of said Section 35, Township 48 North, Range 12 West and continuing South along and with the East Section line of Section 2, Township 47 North, Range 12 West to the West Quarter corner of Section 1, Township 47 North, Range 12 West; thence East along and with the Quarter Section line of Section 1, Township 47 North, Range 12 West to the East Quarter corner of said Section 1, said point being on the Range line between Range 12 West and 11 West; thence continuing East along and with the Quarter Section line of Sections 6, 5, 4 and 3, Township 47 North, Range 11 West to a point on the centerline of Cedar Creek, said point lying on the Boone/Callaway County line; thence meandering in a Southerly direction with said Cedar Creek and the Boone/Callaway County line to a point where said centerline intersects with the East Section line of Section 12, Township 45 North, Range 12 West, said point being on the Range line between Range 12 West and 11 West; thence South along and with said Range line, Boone/Callaway County line and said East Section line of Sections 12 and 13 to the Northwest corner of Section 19 Township 45 North, Range 11 West; thence East along and with the North Section line of Sections 19 and 20 to the Northeast Corner of Section 20, Township 45 North, Range 11 West; thence South along and with the East Section line of Sections 20, 29, and 32 to the Southeast corner of said Section 32; thence West along and with the South Section line of Section 32 to a point where said line intersects the Missouri River; thence Northwesterly along and with said Missouri River to a point where said River intersects the North right-of-way of U.S. Highway 70 in Township 48 North Range 14 West; thence in a Northeasterly direction along and with said North right-of-way of U.S. Highway 70 to a point where the North-South Quarter, Quarter Section line of the Northwest Quarter of Section 8 Township 48 North Range 14 West intersects with the North right-of-way of U.S. Highway 70; thence North along said Quarter, Quarter Section line to the Northwest corner of the Northeast Quarter, of the Northwest Quarter, of said Section 8; thence West along and with the North Section line of Sections 8 and 7 Township 48 North, Range 14 West to the Southwest corner of Section 6, Township 48 North, Range 14 West, said point being on the Range line between Range 14 and 15;

thence North along and with the West Section line of Section 6, Township 48 North, Range 14 West to the East Quarter Corner of Section 1 Township 48 North, Range 15 West; thence West along and with said Quarter Section line to a point where the Quarter Section line intersects Moniteau Creek, said point lying on the Boone/Howard County line; thence in a Southwesterly direction along Moniteau Creek and the Boone/Howard County line to a point on the North right-of-way line of the former Missouri, Kansas and Texas Railroad (Katy Trail State Park); thence Northwesterly along and with said North right-of-way line to a point where said right-of-way intersects the West line of Section 33, Township 49 North, Range 15 West; thence North along and with the West Section line of Sections 33, 28 and 21, Township 49 North, Range 15 West to the Northwest corner of Section 21, Township 49 North, Range 15 West; thence East along and with the North Section line of Sections 21, 22, 23 and 24, Township 49 North, Range 15 West to the Northeast corner of Section 24, said point being on the Range line between Range 15 West and 14 West; thence continuing East along and with the North Section line of Section 19, Township 49 North, Range 14 West to the Boone/Howard County line; thence Northeasterly along and with the Boone/Howard County line to the South right-of-way line of Highway 124 and the point of beginning.

EXCEPTING HOWEVER any portion thereof contained within the City Limits of Ashland, Missouri in accordance with the original Decree of Incorporation of the former PWSD No. 6 of Boone County, dated November 6, 1964.

TERRITORIAL BOUNDARIES OF THE WATER SERVICE AREA
CITY OF ASHLAND

All that part of Sections 9, 16 and 22 and all of Sections 10, 11, 14 and 15, Township 46 North, Range 12 West described as follows:

Begin at a point being the Northeast Section corner of Section 11, Township 46 North, Range 12 West;

Thence West along the north line of Section 11, Section 10 and Section 9 to the North Quarter corner of Section 9, said point also being the northwest corner of the Northeast Quarter of Section 9;

Thence South along the center line of Sections 9 and 16 to the south quarter corner of Section 16, said point also being the southwest corner of the Southeast Quarter of Section 16;

Thence East along the south section line of Section 16 and Section 15 to the east right-of-way line of Old Highway 63, said point also being on the north line of Section 22;

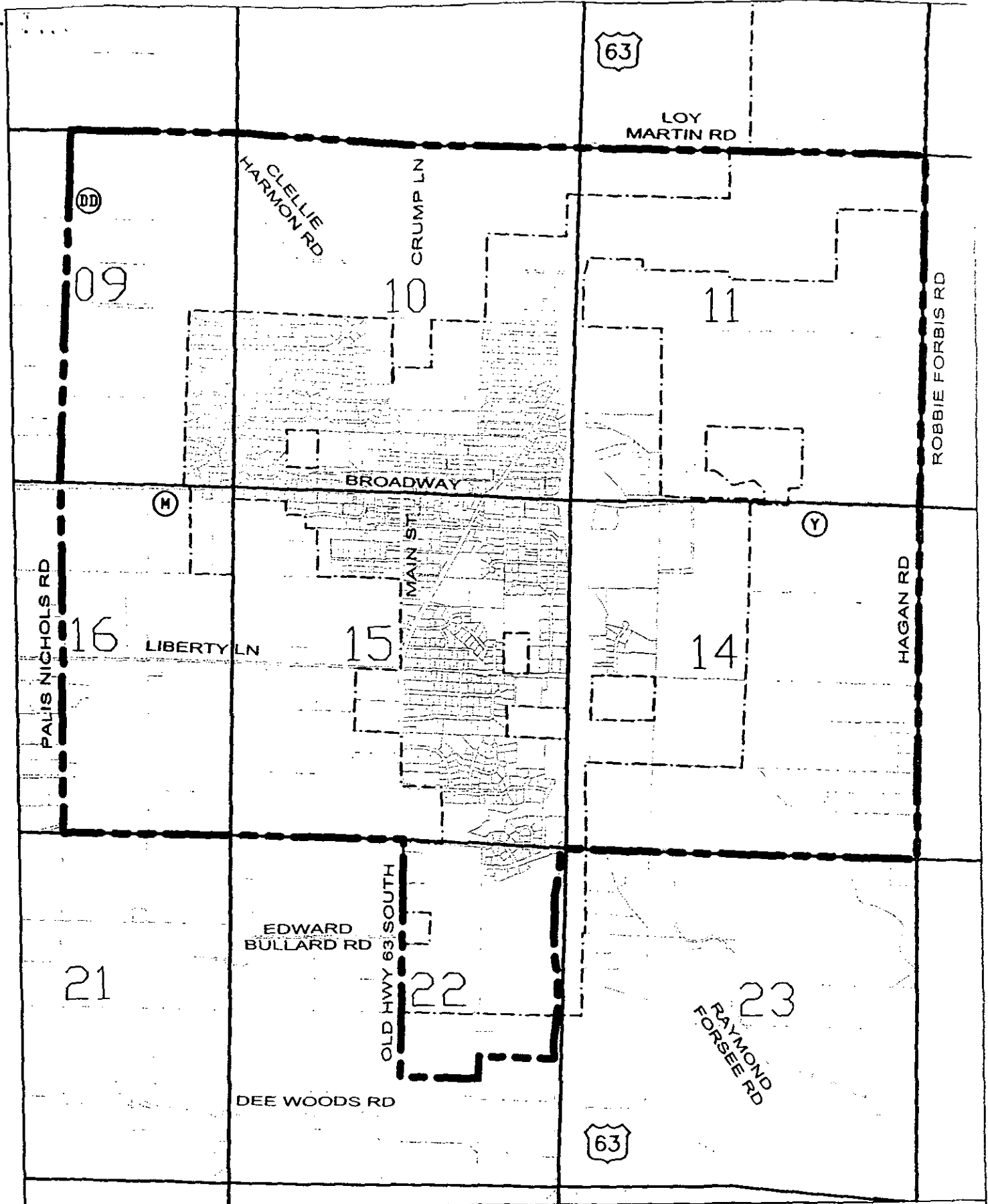
Thence South along the east right-of-way of Old Highway 63 to the southwest corner of a tract in the north half of the southeast quarter of Section 22 owned by Roger and Carla Schlink described in Book 0327 Page 0321, Book 1300 Page 0907, Book 1385 Page 0006 and Book 1873 Page 0665.

Thence East and North along the south line of said tract to the southeast corner of the tract on the west right-of-way of U.S. Highway 63;

Thence North along the west right-of-way of U.S. Highway 63 to the south line of Section 15;

Thence East along the south line of Section 15 and 14 to the southeast section corner of Section 14;

Thence North along the east section line of Section 14 and Section 11 to the Point Of Beginning.



LEGEND

- Agreement Boundary
- City Limits
- Section Line
- Parcel Line



Scale: 1" = 2000'

Exhibit #3
CPWSD #1 - City of Ashland
Territorial Agreement Boundary

DISTRICT CUSTOMERS NOW LOCATED IN
WATER SERVICE AREA OF CITY

<u>Account No.</u>	<u>Name</u>	<u>Service Address</u>
3679	Clellie Harmon	4600 E. Clellie Harmon Road
3670	Paul Morefield	4700 E. Clellie Harmon Road
3678	Marvin Purcell	4880 E. Clellie Harmon road
6836	Michael Purcell, Jr.	13651 S. Crump Lane
3676	Jennifer Buckner	14203 S. Crump Lane
6721	Carolyn Selby	14381 S. Crump Lane
3675	Lodell Nistendirk	14300 S. Crump Lane
4147	Michelle McKee	14200 S. Crump Lane
4627	James Guthrie	601 Henry Clay Blvd. N
4754	Mike Spears	6150 Loy Martin Road
4827	James Davis	6130 Loy Martin Road
4826	Richard Hannegan	6110 Loy Martin Road
4751	Donnie Wren	6100 Loy Martin Road
8712	Ryan Scheer	6600 Loy Martin Road
6201	Bobbie Garrett	13701 S. Robbie Forbis Road
6738	Charles Johnston	14401 S. Robbie Forbis Road
6776	Bill Martin	Lot 1 E. Hunter's Bend Road
6789	John Vandelicht	6851 E. Hunter's Bend Road
6639	Mitchell Martin	6801 E. Hunter's Bend Road
6719	John Vandelicht	6771 E. Hunter's Bend Road
6761	Curtis Park	6700 E. Hunter's Bend Road
6656	Patti Carico	6750 E. Hunter's Bend Road
6922	Jeff Wren	6825 E. Route Y
1752	Eddie Martin	7151 E. Route Y
1146	Eddie Martin	7171 E. Route Y
1143	Keith Peterson	7100 E. Route Y
5503	Randy Peterson	15485 S. Hagans Road
6113	Randy Peterson	15483 S. Hagans Road
1138	Michael Buschmann	15503 S. Hagans Road
1148	Michael Buschmann	15503 S. Hagans Road
1155	Eva Benedict	15509 S. Hagans Road
1199	Sheila Friedrich	15513 S. Hagans Road
5108	Barbara Calvin	15515 S. Hagans Road
5093	Eric Lasater	15585 S. Hagans Road
5134	Rex Taggart	15775 S. Hagans Road
6631	Carla Schlink	16740 Old Highway 63 South
8338	Wm. McCormack	16650 Old Highway 63 South

1379	Betty Peterson	16310	Old Highway 63 South
4393	Betty Peterson	16250	Old Highway 63 South
6557	Chad Cole	15975	Old Highway 63 South
3199	Paul Farley	15920	Old Highway 63 South
4946	Boone Hospital inactive	15430	Old Highway 63 South
1401	Bullard Properties	5003	Liberty Lane
3852	Margaret Cole	5000	Liberty Lane
2138	Robert Short	14400	Highway DD South
6118	Randy White	14178	Highway DD South - 3 users
	Marilyn White	14176	Highway DD South
	Phillip Brooks	14174	Highway DD South
5192	Carol Pettigrew	14170	Highway DD South
5200	Jim Hudson	13990	Highway DD South

**WATER RATES OF CONSOLIDATED PUBLIC WATER
SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI**

- a) \$8.00 minimum charge.
- b) \$4.10 per 1,000 gallons of water used.

WATER RATES OF CITY OF ASHLAND

- a) \$8.50 for the first 1,000 gallons (minimum charge)
- b) \$3.50 for each additional 1,000 gallons