

**WATER TERRITORIAL AGREEMENT BETWEEN MISSOURI-AMERICAN WATER COMPANY AND  
JOHNSON COUNTY PWSD #3**

This WATER TERRITORIAL AGREEMENT ("Agreement") is made this 22nd day of December, 2025 by and between **Johnson County Public Water Supply District No. 3 (JCPWSD No. 3)** and **Missouri-American Water Company (MAWC)**. The parties to this Agreement agree as follows:

**ARTICLE 1 - Recitals and Definitions**

**Section 1.1 Recitals**

WHEREAS, Johnson County Public Water Supply District No. 3 is a Public Water Supply District of the State of Missouri;

WHEREAS, MAWC is a Missouri corporation and public utility, qualified to do business in the State of Missouri;

WHEREAS, MAWC intends to enter into a territorial agreement (the "Agreement") with JCPWSD No. 3, to each service customers within a defined boundary which is more specifically identified in Section 3.1;

**Section 1.2 Definitions**

These words shall have the following meanings, unless the context clearly indicates a different meaning:

"Agreement" has the meaning set forth in the Preamble.

"Boundary" means the service area that each party intends to supply with water and maintain customers.

"JCPWSD No.3" has the meaning set forth in the Preamble.

"MAWC" has the meaning set forth in the Preamble.

"Water System" means the pipes, mains, meters, storage facilities, pressure adjusting stations, backflow devices, and all other facilities, improvements or betterments (whether currently in place or hereafter constructed) owned or used from time to time in providing a water supply for use and consumption by individuals and entities within its service area.

**ARTICLE 2 – Term**

**Section 2.1 Initial Term**

This Agreement shall take effect upon its execution and shall have a term ending December 31, 2035, unless terminated sooner pursuant to the provisions of this Agreement or unless extended pursuant to the provisions of this Section.

- a. Additional Term. This Agreement may be extended for one or more additional terms every (10) years each as follows:

- i. No less than three years before the expiration of the then current term of this Agreement, MAWC shall send written notice to JCPWSD No.3 offering to renew this Agreement for an additional term on the same terms and conditions as then provided in this Agreement; and
- ii. If JCPWSD No.3 receives the notice described in this section and wishes to renew this Agreement for an additional term, no less than two years before the expiration of the then current term, JCPWSD No.3 shall send written notice to MAWC accepting MAWC's offer to renew this Agreement for an additional term.
- iii. Upon delivery of the notices specified above, this Agreement shall be extended for an additional term of ten (10) years. This Agreement may be extended for succeeding additional terms under the provisions of this Section.

### **ARTICLE 3 – Territory to be Served**

#### **Section 3.1 Boundary**

- a. Beginning on the Agreement Commencement Date and continuing throughout the term of this Agreement, MAWC shall receive rights to maintain the Water System and maintain customers from JCPWSD No.3 within the area as bounded by the following description:

*All areas between the limits of the City of Warrensburg, Missouri east to a line that begins at the intersection of US Highway 50 and Missouri State Highway 13 and travels south along the centerline of the right-of-way of Missouri State Highway 13 to the intersection of Missouri State Highway 13 and SE 350<sup>th</sup> Road.*

- b. In the event that either party cannot fulfill its obligation to maintain the Water System and service customers with the area as defined, each party will consult the other party to ascertain the other parties ability to provide service prior to releasing the rights to service to a third party.

### **ARTICLE 4 -Miscellaneous**

#### **Section 4.1 Notices**

All notices provided for herein shall be in writing and shall be delivered to:

JCPWSD No.3:      Johnson County PWS #3  
                           106 SE 421 Road  
                           Warrensburg, Missouri 64093  
                           Attn: President

MAWC:                Missouri-American Water Company  
                           727 Craig Road  
                           Creve Coeur, MO 63141  
                           Attn: Legal Department

or to such other address as shall be provided to the parties in writing. All such notices shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) business days after the date such notice is deposited in the US mail.

#### **Section 4.2 Amendments**

This Agreement shall not be modified or amended in any way except in writing approved by the parties hereto.

#### **Section 4.3 Governing Law**

This Agreement shall be governed and construed by the laws of the State of Missouri.

#### **Section 4.4 Severability**

The invalidity or unenforceability of any provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement.

#### **Section 4.5 Entire Agreement**

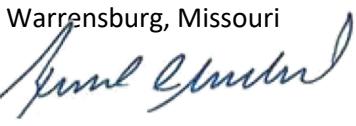
The terms and conditions provided in this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior understandings, communications, and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

JCPWSD No.3:

  
\_\_\_\_\_  
Larry Wright, President  
Johnson County PWS #3  
Warrensburg, Missouri

MAWC:

  
\_\_\_\_\_  
Richard Svindland, President  
Missouri-American Water Company  
Creve Coeur, Missouri