

CITY OF CENTRALIA

114 SOUTH ROLLINS—MUNICIPAL BUILDING—573-682-2139

CENTRALIA, MISSOURI 65240

FILED²

AUG 29 2006

Missouri Public
Service Commission

August 28, 2006

The Honorable Colleen M. Dale, Secretary
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102-0360

Re: Joint Application of the City of Centralia, Missouri and Public
Water Supply District No. 10 of Boone County, Missouri for
approval of a second amendment to a written territorial agreement
concerning territory within Boone County, Missouri

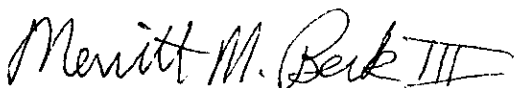
Dear Judge Dale:

I enclose for filing one original and eight copies of the Joint Application for approval of a second amendment to a written territorial agreement, filed on behalf of the City of Centralia, Missouri and Public Water Supply District No. 10 of Boone County, Missouri. Each Joint Application original and copy has a second amendment to written territorial agreement attached to it. No filing fee check is enclosed since per PSC regulations, there is no filing fee for applications relating to amendments to territorial agreements concerning cities and public water supply districts. I understand that later there may be a billing for hearing room time once the hearing is conducted.

A copy of the Joint Application with the attached second amendment to territorial agreement and this cover letter are being served by mail on (1) the Office of General Counsel of the Missouri Public Service Commission and (2) the Office of Public Counsel. There are no other parties to be served.

Please notify attorney James T. Ausmus, attorney for the water district, and myself, when the hearing will be scheduled. Thank you.

Very truly yours,



Merritt M. Beck III
City Attorney
City of Centralia, Missouri

FILED²

AUG 29 2006

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Missouri Public
Service Commission

In the Matter of the Joint Application of)
the City of Centralia, Missouri and Public)
Water Supply District No. 10 of Boone)
County, Missouri for approval of a second)
amendment to a written territorial agreement)
concerning territory within Boone County,)
Missouri)

Case No. _____

JOINT APPLICATION

COMES NOW the City of Centralia, Missouri and Public Water Supply District No. 10 of Boone County, Missouri, and pursuant to Section 247.172, Revised Statutes of Missouri, jointly state as follows:

1. Applicant City of Centralia, Missouri (hereafter referred to as "City") is a municipal corporation and city of the fourth class located in Boone County, Missouri, organized and operating generally under the authority of Chapter 79 of the Revised Statutes of Missouri. City owns and operates a waterworks and water supply system, a municipally owned utility (hereafter referred to as "water system"), and under the authority of Section 91.050, Revised Statutes of Missouri, has the power to supply water from its water system not only to its inhabitants within its corporate limits but also to persons and private corporations situated outside its corporate boundaries. City's principal office, place of business and mailing address is 114 South Rollins Street, Centralia, Missouri 65240. City's electronic mail address (for the City Administrator) is lynn@centraliamo.org. City's fax number is (573) 682-5956 and

City's telephone number is (573) 682-2139.

2. Applicant Public Water Supply District No. 10 of Boone County, Missouri (hereafter referred to as "District") is a public water supply district and a political corporation of the State of Missouri organized, established, existing and operating pursuant to Chapter 247, Revised Statutes of Missouri, to provide water services to customers within the boundaries of District, which include land in Boone County, Audrain County and Randolph County, Missouri. District's principal office and place of business is at 22601 North March Road, Centralia, Missouri. District's mailing address is P. O. Box J, Centralia, Missouri 65240. District has no electronic mailing address. District's fax number is (573) 682-5353 and District's telephone number is (573) 682-5314.

3. Correspondence, communications and orders and decisions of the Public Service Commission are to be sent to:

Merritt M. Beck III
City Attorney
City of Centralia, Missouri
114 South Rollins
Centralia, Missouri 65240
(573) 682-2114
ATTORNEY FOR CITY

James T. Ausmus
Attorney at Law
116 North Allen
P. O. Box 127
Centralia, Missouri 65240
(573) 682-2114
ATTORNEY FOR DISTRICT

4. Neither City nor District has any pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates that

have occurred within three (3) years of the date of this joint application.

5. No annual report or assessment fees are overdue concerning either City or District.

6. Joint Applicants City and District previously executed a territorial agreement (hereafter referred to as "the Original Agreement"), which was approved by the Missouri Public Service Commission by Report and Order issued February 7, 2002, Case No. WO-2002-208, all incorporated herein by reference as fully as if set forth herein. Paragraph 10 of the Original Agreement states that City and District "may hereafter agree in writing to include additional areas in City's water service area and exclude the same areas from District's water service area".

7. Joint Applicants City and District also previously executed a First Amendment To Territorial Agreement (hereafter referred to as the "First Amendment") pursuant to Section 247.172, Revised Statutes of Missouri, which was approved by the Missouri Public Service Commission by Report and Order issued November 23, 2004, Case No. WO-2005-0084, all incorporated herein by reference as fully as if set forth herein.

8. Joint Applicants City and District now have executed a

Second Amendment To Territorial Agreement (hereafter referred to as the "Second Amendment") pursuant to Section 247.172, Revised Statutes of Missouri. A copy of the Second Amendment (including Exhibits 1 through 3 to the Second Amendment) is attached to and made a part hereof as Appendix A and incorporated herein by reference as fully as if set forth herein.

9. The Second Amendment specifically designates the two changes in the boundaries of the water service areas of City and District by legal descriptions, concerning two tracts of land in three parcels in Boone County, Missouri, as described and mapped in Exhibit 2 and Exhibit 3 of said Second Amendment. The Original Agreement, the First Amendment and the Second Amendment together set forth any and all powers granted to City by District for City to operate within the boundaries of District, and any and all powers granted to District by City for District to operate within the corporate boundaries of City.

10. No illustrative tariff is provided since neither City nor District is a regulated utility.

11. The Second Amendment is in the public interest and is not detrimental to the public interest because the Second Amendment authorizes City to provide water service in a manner that is equal to that provided to other water customers within City concerning two

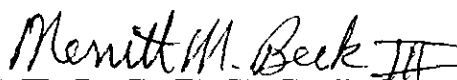
of the three parcels (one of forty acres residentially zoned and the second industrially zoned) that recently were annexed to the City, and concerning the third parcel (commercially zoned by Boone County, Missouri outside the city limits of City and separated only by a highway from the industrially zoned parcel) that is at a major highway intersection and that is ripe for intensive commercial development. All the land is immediately adjacent to existing water mains of City. Therefore, the land's inclusion within the City water service area will authorize the City to provide the large quantities of water needed for the land's residential, commercial and industrial uses and sufficient to meet the minimum fire protection water flow required by building code ordinances of City and Boone County, Missouri for industrial and commercial water customers in the City and in Boone County, Missouri and for new residential subdivisions in the City. City has current water mains of a size and location better suited to supply these prospective industrial and commercial water customers and large scale residential subdivision water customers than does District. Except for this change in the water service areas of City and District, the Second Amendment states that the existing Original Agreement between City and District as amended by the First Amendment shall remain and continue in full force and effect in all respects. Thus, the ability of District to service its outstanding debt is protected.

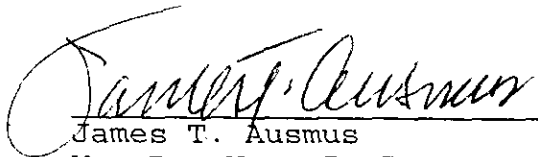
12. No existing customers of either City or District will have

their water service changed by the Second Amendment since none of the persons and entities affected by the Second Amendment (listed in Exhibit 2) has any current water service on Tract A or Tract B described in Exhibit 2.

13. The Second Amendment in no way affects or diminishes the rights and duties of any water supplier not a party to the Second Amendment, the First Amendment or the Original Agreement to provide water service within the amended boundaries designated in the Second Amendment, the First Amendment and the Original Agreement.

WHEREFORE, Joint Applicants City of Centralia, Missouri and Public Water Supply District No. 10 of Boone County, Missouri respectfully request that the Public Service Commission, pursuant to Section 247.172, Revised Statutes of Missouri, find that the Second Amendment To Territorial Agreement is not detrimental to the public interest and approve by issuance of a report and order said Second Amendment to Territorial Agreement entered into between Joint Applicants City and District, and for such other relief deemed appropriate and proper to accomplish the purposes of this Joint Application.


Merritt M. Beck III
Mo. Bar No. 27229
City Attorney
City of Centralia, Missouri
114 South Rollins Street
Centralia, Missouri 65240
Phone: (573) 682-2114
Fax: (573) 682-5621
Electronic Mail Address:
ausmusbecklaw@centurytel.net


James T. Ausmus
Mo. Bar No. 17425
116 North Allen Street
P. O. Box 127
Centralia, Missouri 65240
Phone (573) 682-2114
Fax: (573) 682-5621
Electronic Mail Address:
ausmusbecklaw@centurytel.net
ATTORNEY FOR PUBLIC WATER

ATTORNEY FOR CITY OF CENTRALIA,
MISSOURI
STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

SUPPLY DISTRICT NO. 10 OF
BOONE COUNTY, MISSOURI

Jerry P. Parmeley II, of lawful age, being duly sworn, states that he is the Mayor of Applicant City of Centralia, Missouri, that he has read the above and foregoing Joint Application, including appendices attached thereto, and that the statements therein and the contents of the appendices attached thereto are true and correct according to his best knowledge/ information and belief.

Jerry P. Parmeley II
Jerry P. Parmeley II, Mayor of
the City of Centralia,
Missouri

SUBSCRIBED and SWORN to before me this 24th day of August, 2006.

Barbara A. Chamberlain
Notary Public
STATE OF MISSOURI, Commissioned
in Boone County

(SEAL)



BARBARA A. CHAMBERLAIN
My Commission Expires
May 11, 2009
Boone County
Commission #05532613

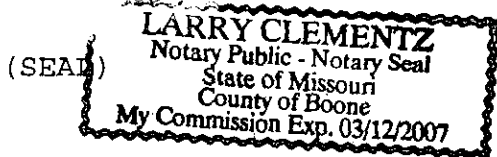
My commission expires: 5-11-2009

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

Arthur Ray Heath, of lawful age, being duly sworn, states that he is the President of Applicant Public Water Supply District No. 10 of Boone County, Missouri, that he has read the above and foregoing Joint Application, including appendices attached thereto, and that the statements therein and the contents of the appendices attached thereto are true and correct according to his best knowledge, information and belief.

Arthur Ray Heath
Arthur Ray Heath, President of
Public Water Supply District
No. 10 of Boone County, Missouri

SUBSCRIBED and SWORN to before me this 24 day of July, 2006.



Larry Clementz
Notary Public
STATE OF MISSOURI, Commissioned
in Boone County

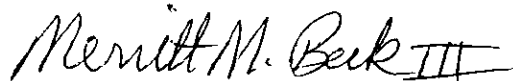
My commission expires: 3-12-07

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Joint Application of)
the City of Centralia, Missouri and Public)
Water Supply District No. 10 of Boone) Case No. _____
County, Missouri for approval of a second)
amendment to a written territorial agreement)
concerning territory within Boone County,)
Missouri)

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a copy of the above and foregoing Joint Application for approval of a second amendment to a written territorial agreement by joint applicants City of Centralia, Missouri and Public Water Supply District No. 10 of Boone County, Missouri in the above captioned matter was served by First Class United States Mail, postage fully prepaid, in Centralia, Missouri upon the office of General Counsel, Missouri Public Service Commission, P. O. Box 360, Jefferson City, Missouri 65102-0360; and upon the office of Public Counsel, P. O. Box 2230, Jefferson City, Missouri 65102-2230, this 28th day of August, 2006.



Merritt M. Beck III
Missouri Bar No. 27229
City Attorney
City of Centralia, Missouri
114 South Rollins Street
Centralia, Missouri 65240
Phone: (573)682-2114
Fax: (573)682-5621
Electronic Mail Address:
ausmusbecklaw@centurytel.net
ATTORNEY FOR THE CITY OF
CENTRALIA, MISSOURI

APPENDIX A

SECOND AMENDMENT TO TERRITORIAL AGREEMENT BETWEEN THE CITY OF CENTRALIA, MISSOURI AND PUBLIC WATER SUPPLY DISTRICT NO. 10 OF BOONE COUNTY, MISSOURI (INCLUDING EXHIBITS 1 THROUGH 3 OF SAID SECOND AMENDMENT TO TERRITORIAL AGREEMENT)

G:\barbara\forms\psc

SECOND AMENDMENT TO TERRITORIAL AGREEMENT

THIS SECOND AMENDMENT TO TERRITORIAL AGREEMENT, Made and entered into this 29th day of June, 2006 by and between the CITY OF CENTRALIA, MISSOURI, a municipal corporation, 114 South Rollins Street, Centralia, Missouri 65240 (hereinafter referred to as "CITY"), and PUBLIC WATER SUPPLY DISTRICT NO. 10 OF BOONE COUNTY, MISSOURI, a public corporation, 22601 March Road, P.O. Box J, Centralia, Missouri 65240 (hereinafter referred to as "DISTRICT"); WITNESSEITH:

WHEREAS, CITY, a municipal corporation of the fourth class in Boone County, Missouri which owns and operates a waterworks and water supply system, a municipally owned utility (hereinafter referred to as "water system"), has the power and authority to supply water from its water system not only to its inhabitants within its corporate boundaries but also to persons and private corporations situated outside its corporate boundaries, pursuant to Section 91.050, Revised Statutes of Missouri; and

WHEREAS, DISTRICT is authorized by the provisions of Chapter 247 of the Revised Statutes of Missouri to provide water services to customers within the boundaries of DISTRICT; and

WHEREAS, DISTRICT has issued bonds from the federal Farmers Home Administration that are outstanding at this time; and

WHEREAS, DISTRICT'S territory abuts CITY'S corporate boundaries on all sides, and includes land not only in Boone County, Missouri but also Audrain County and Randolph County, Missouri; and

WHEREAS, CITY currently serves water customers who are located outside its corporate boundaries as well as water customer who were outside its corporate boundaries at one time but who are now within the corporate boundaries of CITY as a result of voluntary annexation; and

WHEREAS, the parties previously entered into a written territorial agreement (hereinafter referred to as "Original Agreement") as authorized by Section 247.172, Revised Statutes of Missouri, to establish boundaries of the two water service areas that CITY and DISTRICT each will serve, which helped avoid wasteful duplication of services and undue costs to their respective customers, and which Original Agreement received the approval of the Missouri Public Service Commission by Report and Order issued February 7, 2002 in Case No. WO-2002-208 (hereinafter referred to as "2002 PSC Order"); and

WHEREAS, Paragraph 10 of the Original Agreement states that CITY and DISTRICT "may hereafter agree in writing to include additional areas in CITY'S water service area and exclude the same areas from DISTRICT'S water service area"; and

WHEREAS, the parties also previously entered into a written first amendment to said territorial agreement dated June 15, 2004 (hereinafter referred to as "First Amendment") as authorized by Section 247.172, Revised Statutes of Missouri, to amend the boundaries of the two water service areas that CITY and DISTRICT each serve, to add one area to CITY'S water service area and to exclude the same area from DISTRICT'S water service area, and which First Amendment received the approval of the Missouri Public Service Commission by Report and Order issued November 23, 2004 in Case No. WO-2005-0084 (hereinafter referred to as "2004 PSC Order"); and

WHEREAS, the parties now desire to enter into a written second amendment to said territorial agreement as authorized by Section 247.172, Revised Statutes of Missouri, to again amend the boundaries of the two water service areas that CITY and DISTRICT each will serve, to add two areas to CITY'S water service area and to exclude the same two areas from DISTRICT'S water service area.

NOW, THEREFORE, CITY and DISTRICT agree as follows:

1. The current water service area of CITY is now described in Paragraph 1 of the Original Agreement (said Original Agreement being incorporated by reference as an exhibit as Attachment A of the 2002 PSC Order), as once amended in Paragraph 1 of the First Amendment attached hereto as Exhibit 1 (but excluding from said attached First Amendment its first exhibit, being a copy of the Original Agreement incorporated by reference above). Said current water service area of CITY is hereby changed by the addition to its water service area of (1) two parcels of land separated only by Missouri Highway 22, with one of said parcels being in the northwest portion of CITY in Boone County, Missouri and the other parcel being outside the city limits of CITY adjoining the northwest city limits of CITY in Boone County, Missouri (hereinafter referred to collectively as "Tract A"), and (2) one parcel of land in the southeast portion of CITY in Boone County, Missouri (hereinafter referred to as "Tract B"). Tract A and Tract B are more specifically described in Exhibit 2. The current water service area of DISTRICT shall be changed by the exclusion of Tract A and Tract B from its water service area. Tract A and Tract B are shown on the map attached hereto as Exhibit 3.

2. For the right to include Tract A in CITY'S water service area CITY shall pay DISTRICT on the date this Second Amendment to Territorial Agreement is approved by the Missouri Public Service Commission the sum of Three Thousand (\$3,000.00) Dollars, and for the right to include Tract B in CITY'S water service area CITY shall pay DISTRICT on the date this Second

Amendment to Territorial Agreement is approved by the Missouri Public Service Commission the sum of Twenty-Five Thousand (\$25,000.00) Dollars.

3. This Second Amendment to Territorial Agreement shall be subject to the same term as provided for in Paragraph 12 of the Original Agreement.

4. In the event this Second Amendment to Territorial Agreement is not approved by the Missouri Public Service Commission within one year after the date of this instrument, this Second Amendment To Territorial Agreement shall thereupon automatically become null and void.

5. All provisions of the Original Agreement as amended by the First Amendment shall remain and continue in full force and effect in all respects, except the change in water service area of CITY and DISTRICT as provided for herein.

6. This Second Amendment to Territorial Agreement shall be binding upon the undersigned parties and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be first executed on the date and year first above written by their respective officers.

(CITY SEAL)

CITY OF CENTRALIA, MISSOURI,
a municipal corporation

By: 
Jerry P. Parmeley II, Mayor

ATTEST:


Kathy Colvin, City Clerk

PUBLIC WATER SUPPLY DISTRICT
NO.10 OF BOONE COUNTY,
MISSOURI, a public corporation

By: 
Arthur Ray Heath, President


ATTEST:


Sherry K. Creel, Clerk

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 29th day of June, 2006, before me appeared Jerry P. Parmeley II, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Centralia, Missouri, that the seal affixed to the foregoing instrument is the city seal of The City of Centralia, Missouri, that said instrument was signed and sealed in behalf of said Municipal Corporation by the authority of its Board of Aldermen, 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 Centralia, Missouri, the day and year first above written.

(SEAL)  BARBARA A. CHAMBERLAIN
My Commission Expires
May 11, 2009
Boone County
Commission #05532613

Barbara A. Chamberlain
Notary Public

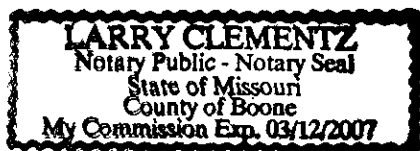
STATE OF MISSOURI, Commissioned in
Boone County

My Commission Expires: 5-11-09

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 11 day of July, 2006, before me appeared Arthur Ray Heath, to me personally known, who, being by me duly sworn, did say that he is the President of Public Water Supply District No. 10 of Boone County, Missouri, that said instrument was signed in behalf of said water supply district by authority of its Board of Directors, and the said President acknowledged said instrument to be the free act and deed of said water supply district.

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

(SEAL)  LARRY CLEMENTZ
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Exp. 03/12/2007

Larry Clementz
Notary Public

STATE OF MISSOURI, Commissioned in
Boone County

My Commission Expires: 3-12-07

EXHIBIT 1

FIRST AMENDMENT TO TERRITORIAL AGREEMENT

THIS FIRST AMENDMENT TO TERRITORIAL AGREEMENT, Made and entered into this 15th day of June, 2004 by and between the CITY OF CENTRALIA, MISSOURI, a municipal corporation, 114 South Rollins Street, Centralia, Missouri 65240 (hereinafter referred to as "CITY"), and PUBLIC WATER SUPPLY DISTRICT NO. 10 OF BOONE COUNTY, MISSOURI, a public corporation, 22601 March Road, P. O. Box J, Centralia, Missouri 65240 (hereinafter referred to as "DISTRICT"); WITNESSETH:

WHEREAS, CITY, a municipal corporation of the fourth class in Boone County, Missouri which owns and operates a waterworks and water supply system, a municipally owned utility (hereinafter referred to as "water system"), has the power and authority to supply water from its water system not only to its inhabitants within its corporate boundaries but also to persons and private corporations situated outside its corporate boundaries, pursuant to Section 91.050, Revised Statutes of Missouri; and

WHEREAS, DISTRICT is authorized by the provisions of Chapter 247 of the Revised Statutes of Missouri to provide water services to customers within the boundaries of DISTRICT; and

WHEREAS, DISTRICT has issued bonds from the federal Farmers Home Administration that are outstanding at this time; and

WHEREAS, DISTRICT'S territory abuts CITY'S corporate boundaries on all sides, and includes land not only in Boone County, Missouri but also Audrain County and Randolph County, Missouri; and

WHEREAS, CITY currently serves water customers who are located outside its corporate boundaries as well as water customers who were outside its corporate boundaries at one time but who are now within the corporate boundaries of CITY as a result of voluntary annexation; and

WHEREAS, the parties previously entered into a written territorial agreement (hereinafter referred to as "Original Agreement") as authorized by Section 247.172, Revised Statutes of Missouri, to establish boundaries of the two water service areas that CITY and DISTRICT each will serve, which helped avoid wasteful duplication of services and undue costs to their respective customers, and which Original Agreement received the approval of the Missouri Public Service Commission by Report and Order issued February 7, 2002 in Case No. WO-2002-208; and

WHEREAS, Paragraph 10 of the Original Agreement states that CITY and DISTRICT "may hereafter agree in writing to include additional areas in CITY'S water service area and exclude the same areas from DISTRICT'S water service area"; and

WHEREAS, the parties now desire to enter into a written first amendment to said territorial agreement as authorized by Section 247.172, Revised Statutes of Missouri, to amend the boundaries of the two water service areas that CITY and DISTRICT each will serve, to add one area to CITY'S

water service area and to exclude the same area from DISTRICT'S water service area.

NOW, THEREFORE, CITY and DISTRICT agree as follows:

1. The current water service area of CITY, which is now described in Paragraph 1 of the Original Agreement attached hereto as Exhibit 1, is hereby changed by the addition to its water service area of one tract of land adjoining the east city limits of CITY owned by Luther L. Angell and Mary Joan Angell, husband and wife, in two separately described parcels in Boone County, Missouri and Audrain County, Missouri that adjoin each other, more specifically described in Exhibit 2 (hereinafter referred to as "the Angell Tract"). The current water service area of DISTRICT shall be changed by the exclusion of the Angell Tract from its water service area. The Angell Tract is shown on the map attached hereto as Exhibit 3.
2. For the right to include the Angell Tract in CITY'S water service area CITY shall pay DISTRICT on the date this First Amendment to Territorial Agreement is approved by the Missouri Public Service Commission the sum of One Thousand Five Hundred and 00/100 (\$1,500.00).
3. This First Amendment To Territorial Agreement shall be subject to the same term as provided for in Paragraph 12 of the Original Agreement.
4. In the event this First Amendment To Territorial Agreement is not approved by the Missouri Public Service Commission within one year after the date of this instrument, this First Amendment

To Territorial Agreement shall thereupon automatically become null and void.

5. All provisions of the Original Agreement shall remain and continue in full force and effect in all respects, except the change in water service area of CITY and DISTRICT as provided for herein.

6. This First Amendment To Territorial Agreement shall be binding upon the undersigned parties and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be first executed on the day and year first above written by their respective officers.

(CITY SEAL)

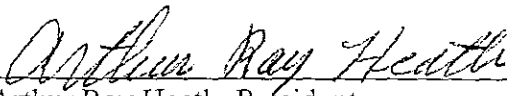
CITY OF CENTRALIA, MISSOURI,
a municipal corporation

By: 
Jerry P. Parmeley II, Mayor

ATTEST:


Kathy Colvin, City Clerk

PUBLIC WATER SUPPLY DISTRICT NO. 10
OF BOONE COUNTY, MISSOURI, a public
corporation

By: 
Arthur Ray Heath, President

ATTEST:

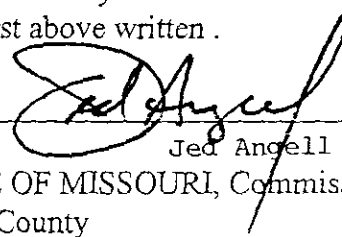

Sherry K. Creel, Clerk

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 15th day of June, 2004, before me appeared Jerry P. Parmeley II, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Centralia, Missouri, that the seal affixed to the foregoing instrument is the city seal of The City of Centralia, Missouri, that said instrument was signed and sealed in behalf of said Municipal Corporation by the authority of its Board of Aldermen, 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 Centralia, Missouri, the day and year first above written .

(SEAL)



Jed Angell Notary Public
STATE OF MISSOURI, Commissioned in
Boone County

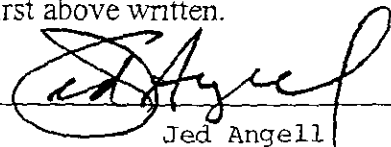
My commission expires: 6-17-07

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 15th day of June, 2004, before me appeared Arthur Ray Heath, to me personally known, who, being by me duly sworn, did say that he is the President of Public Water Supply District No. 10 of Boone County, Missouri, that said instrument was signed in behalf of said water supply district by authority of its Board of Directors, and the said President acknowledged said instrument to be the free act and deed of said water supply district.

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

(SEAL)



Jed Angell Notary Public
STATE OF MISSOURI, Commissioned in Boone
County

My commission expires: 6-17-07

EXHIBIT TWO TO 2ND AMENDMENT
EXHIBIT ONE
EXHIBIT 2

Luther L. Angell and Mary Joan Angell
(owners) :Farm land and one residence with
current City of Centralia water service
14101 East Highway 22
Centralia, Missouri 65240

The East 108.731 acres of the Southeast Quarter (SE 1/4) of Section Eleven (11) and the East 37.81 acres of that part of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Fourteen (14) lying North of the right-of-way of the Gateway Western Railway Company, all in Township Fifty-one (51) North, Range Eleven (11) West, in Boone County, Missouri, EXCEPT that part thereof conveyed to the State of Missouri for highway purposes by deed recorded in Book 170, Page 251, Records of Boone County, Missouri, AND EXCEPT that part conveyed to the City of Centralia, Missouri by deed recorded in Book 298, Page 608, Records of Boone County, Missouri.

The West Half (W 1/2) of the Southwest Quarter (SW 1/4) of Section Twelve (12) and that part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirteen (13) lying north of the right-of-way of the Gateway Western Railway Company, all in Township Fifty-one (51) North, Range Eleven (11) West, in Audrain County, Missouri, EXCEPT that part conveyed to the State of Missouri for highway purposes, EXCEPT that part conveyed to the City of Centralia, Missouri by deed recorded in Book 184, Page 335, Records of Audrain County, Missouri AND EXCEPT that part as described in a Petition In Condemnation by the City of Centralia, Missouri recorded in Book 253, Page 255, Records of Audrain County, Missouri.

EXHIBIT 2

TRACT A

Roy S. Waechter and Marleen M. Waechter:

Vacant land (in Parcel I) voluntarily annexed into the City of Centralia, Missouri by ordinance on June 20, 2005; no current water service.

P.O. Box 118

Troy, Missouri 63379

Dwight L. Herndon and D. Loretta Herndon:

Vacant land (in Parcel I) voluntarily annexed into the City of Centralia, Missouri by ordinance on June 20, 2005; no current water service.

915 South Jefferson Street

Centralia, Missouri 65240

MFA Oil Company, a Missouri corporation:

Vacant land (in Parcel I) voluntarily annexed into the City of Centralia, Missouri by ordinance on June 20, 2005; no current water service.

Attn: Jerome Taylor, President

One Ray Young Drive

P.O. Box 519

Columbia, Missouri 65205

John Carl Leader, Gerald Conrad Leader, and Linda Kathryn Hamlin:

Vacant land (in Parcel II) with no current water service.

c/o John Carl Leader, Individually for himself and as Attorney-in-fact under Limited Durable Power of Attorney for Gerald Conrad Leader and Linda Kathryn Hamlin

1016 Julianna Drive

Ballwin, MO 63011-3638

City of Centralia, Missouri, a municipal corporation:

Vacant land (separate tracts owned by the City of Centralia, Missouri in both Parcel I and Parcel II) with no current water service.

Attn: Lynn P. Behrns, City Administrator

114 South Rollins Street

Centralia, Missouri 65240

Parcel I (within city limits):

All that part of the South Half (S ½) of the Northeast Quarter (NE ¼), all that part of the East Half (E ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), and all that part of the South Half (S ½), all in Section Nine (9), Township Fifty-one (51) North, Range Eleven (11) West, in Centralia, Boone County, Missouri, lying North of the North right-of-way line of Missouri State Highway 22 and West of the West right-of-way line of Missouri State Highway 151, EXCEPT for the East three hundred (300') feet thereof.

Parcel II (not in city limits):

All that part of the South Half (S ½) of Section Nine (9), Township Fifty-one (51) North, Range Eleven (11) West, in Boone County, Missouri, lying North of the North right-of-way line of the Kansas City Southern Railway Company, lying South of the South right-of-way line of Missouri State Highway 22 and lying West of the West right-of-way line of Missouri State Highway 124, EXCEPT for the East three hundred (300') feet of the South Half of said Section Nine.

TRACT B

Gara W. Toalson:

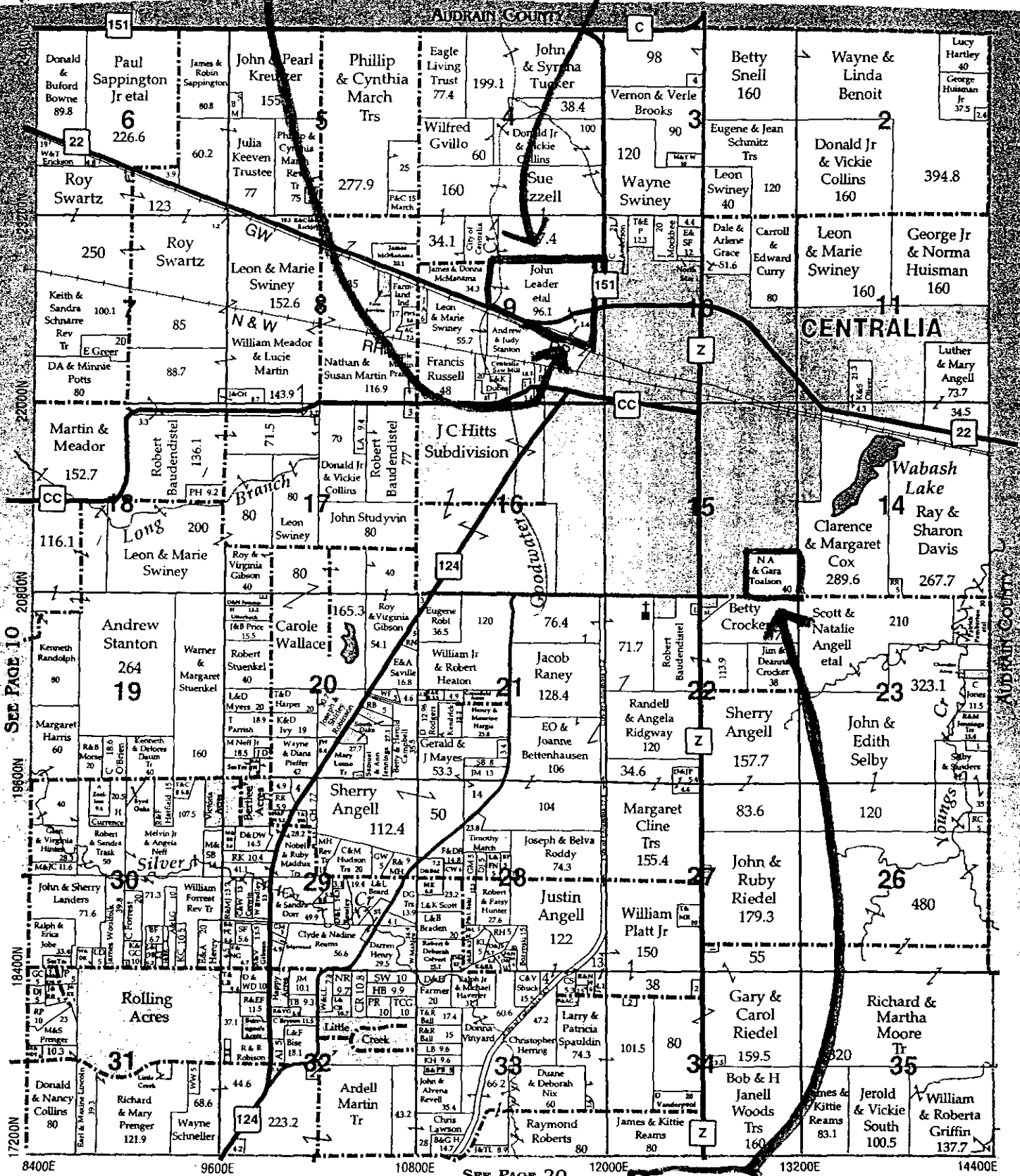
Vacant land voluntarily annexed into the City of Centralia, Missouri, by ordinance on September 19, 2005; no current water service.

c/o Williams N. Toalson, Attorney-in-fact under Durable Power of Attorney for
Gara W. Toalson
4505 West Route K
Columbia, Missouri 65203-8886

The Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Fifteen (15), Township Fifty-one (51) North, Range Eleven (11) West, in Centralia, Boone County, Missouri, containing forty (40) acres, more or less.

Parcel II of Tract A

Parcel I of Tract A



SEE PAGE 20

Tract B