

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service
Commission held by internet and
audio conference on the 28th day
of April, 2021.

In the Matter of the Application of the City of	)	
Union, Missouri and Public Water Supply	)	
District No. 1 of Franklin County, Missouri for	)	<u>File No. WO-2021-0254</u>
Approval of a Third Amendment to Territorial	)	
Agreement Concerning Territory in Franklin	)	
County, Missouri	)	

**REPORT AND ORDER APPROVING THIRD
AMENDMENT TO TERRITORIAL AGREEMENT**

Issue Date: April 28, 2021

Effective Date: May 28, 2021

This order approves the Third Amendment to the territorial agreement between the Public Water Supply District No. 1 of Franklin County, Missouri (the District) and the City of Union (the City) (collectively the “Joint Applicants”).

Findings of Facts

1. The City is a fourth class city, organized and operating under Chapter 79 of the Revised Statutes of Missouri.¹ The City owns and operates a water utility in Franklin County, Missouri. The City is a political subdivision of the state of Missouri and is not subject to regulation by the Commission except for purposes of this file. The City’s principal place of business is located at 500 East Locust Street, Union, Missouri 63084.

2. The District is a public water supply district organized under Chapter 247 of the Revised Statutes of Missouri. The District provides water service to customers located within the District’s water service area in Franklin County, Missouri. The District is a

¹ All citations to RSMo are to the 2016 edition.

political subdivision of the State of Missouri and is not subject to regulation by the Commission except for purposes of this application. The District's principal place of business is located at 3017 Highway A, Washington, Missouri 63090.

3. On March 6, 2003, in File No. WO-2003-0186, the Commission approved a territorial agreement between the City and the District. On December 7, 2006, the Commission approved the first amendment to the territorial agreement in the same file number. On April 8, 2020, the Commission approved the second amendment to the agreement in File No. WO-2020-0249. The present case began on February 9, 2021, when the Joint Applicants requested the Commission approve a third amendment to the territorial agreement, and attached to their application² the *Third Amendment and Addendum to Territorial Agreement* (Third Amendment).

4. On February 23, 2021, the Commission ordered that notice of the application be provided to potentially interested persons and established March 19, 2021, as the deadline for submission of requests to intervene. No requests to intervene were filed. The Commission also directed Staff to file a recommendation regarding the application no later than March 26, 2021. The Commission further directed that any party requesting a hearing do so by April 6, 2021. No requests for a hearing were filed.

5. On March 26, 2021, Staff filed a recommendation advising the Commission to approve the Third Amendment. No one has filed an objection, nor has anyone requested a hearing.

² The filing is titled *Second Addendum to Water Service Territorial Agreement*. As the attachment to the filing is titled *Third Amendment and Addendum to Territorial Agreement*, and the second amendment to this territorial agreement was approved in File No. WO-2020-0249, the Commission regards the application as mistitled. The Commission has corrected the error on its own motion.

6. The Third Amendment removes real property from the service area of the District. The property to be transferred is detailed in Exhibit A, attached to Joint Applicants' Third Amendment, which is in turn attached to this order. Exhibit B, similarly attached, describes the District's service territory as it will exist upon approval of the Third Amendment.

7. There are no customers currently receiving service from the District whose service will transfer to the City as the subject real property is undeveloped. In order to receive water service at the subject real property, the District would have to install new water facilities at considerable cost. The City, however, has nearby water facilities.

8. The Third Amendment provides for compensation to be paid by the City to the District in the amount of \$7,800, upon approval of the Third Amendment by the Commission.

Conclusions of Law

A. The Commission has jurisdiction over territorial agreements for the sale and distribution of water under Section 247.172, (RSMo). Section 247.172.1, (RSMo), provides that "[c]ompetition to sell and distribute water, as between and among public water supply districts, water corporations subject to public service commission jurisdiction, and municipally owned utilities may be displaced by written territorial agreements, but only to the extent hereinafter provided for in this section."

B. Section 247.172.4, (RSMo), states that "[b]efore becoming effective, all territorial agreements entered into under the provisions of this section, including any subsequent amendments to such agreements, or the transfer or assignment of the

agreement or any rights or obligations of any party to an agreement, shall receive the approval of the public service commission by report and order.”

C. Pursuant to Section 247.172.5, (RSMo), the Commission may approve a territorial agreement if the Commission determines that the territorial agreement in total is not detrimental to the public interest.

D. Section 247.172.5, (RSMo), provides that the Commission must hold an evidentiary hearing on the proposed territorial agreement unless an agreement is made between the parties and no one requests a hearing.

Decision

The Commission finds that the parties have agreed to the Third Amendment and no person has objected nor requested a hearing. The Commission concludes the Third Amendment in total is not detrimental to the public interest and will be approved.

THE COMMISSION ORDERS THAT:

1. The Third Amendment to the territorial agreement between the City and the District is approved, and is included with this order as an attachment. The signatories are ordered to comply with the terms of the Third Amendment.

2. The City and the District are authorized to transfer the service area for the real property described in Exhibit A to the Third Amendment.

3. The District’s service area shall be modified to be as listed in Exhibit B to the Third Amendment.

4. The City and the District are authorized to do such other acts and things, including making, executing, and delivering any and all documents that may be necessary, advisable, or proper to effect the terms and conditions of the Third Amendment and to implement the authority granted by the Commission in this order.

5. This order shall become effective on May 28, 2021.
6. This file shall be closed on May 29, 2021.



BY THE COMMISSION

A handwritten signature in dark ink, reading "Morris L. Woodruff".

Morris L. Woodruff
Secretary

Silvey, Chm., Kenney, Rupp, Coleman, and
Holsman CC., concur and certify compliance
with the provisions of Section 536.080, RSMo (2016).

Hatcher, Regulatory Law Judge

THIRD AMENDMENT AND ADDENDUM TO TERRITORIAL AGREEMENT

This Third Amendment and Addendum ("Third Amendment") made and entered into this 14th day of December, 2020 by and between Public Water Supply District No. 1 of Franklin County, Missouri (hereinafter "District") and the City of Union, Missouri (hereinafter "City").

Whereas, the District is a political corporation of the State of Missouri located in Franklin County, organized and existing under Section 247.010 to 247.220 RSMo. for the purpose of providing conveniences in the use of water supply; and

Whereas, City is a political subdivision of the State of Missouri organized and existing under the Constitution and laws of the State of Missouri and located in Franklin County, Missouri; and

Whereas, Section 247.172 RSMo. provides that competition to sell and distribute water, as between and among public water supply districts and municipally owned utilities may be displaced by written territorial agreement upon approval of the Missouri Public Service Commission; and

Whereas, the City and the District entered into such an Agreement in October, 2002; and

Whereas, said Agreement provided in part that said Agreement could be amended by the written agreement of both parties and approved by the Missouri Public Service Commission; and

Whereas, said Agreement was amended by written agreement of both parties and approved by the Missouri Public Service Commission (the "First Amendment"); and

Whereas, said Agreement was amended by written agreement of both parties and approved by the Missouri Public Service Commission (the "Second Amendment"); and

Whereas, pursuant to said Agreement the **STAFF OR OFFICE OF PUBLIC COUNSEL HAS FORTY-FIVE (45) DAYS TO OPPOSE THE ADDENDUM OR ELSE**

THE ADDENDUM SHALL BE DEEMED APPROVED BY THE AFORESAID PARTIES;
and

Whereas, the parties hereto mutually desire to amend said Territorial Agreement, as amended by the First Amendment, and Second Amendment (collectively referred to herein as the “Agreement”) in the particulars as hereinafter set forth.

Now, Therefore, in consideration of the mutual covenants, conditions, obligations, promises, restrictions and agreements hereinafter contained, the District and the City agree as follows:

1. That the above-referenced Agreement is hereby amended by removing from the District the real property described on Exhibit A attached hereto and incorporated herein by reference.
2. That upon approval of this Third Amendment the District’s service territory shall be as described on Exhibit B attached hereto and incorporated herein by reference.
3. Neither the City nor the District shall be required to take any further action on this Third Amendment until this Third Amendment is approved by the Missouri Public Service Commission.
4. The approval process of this Third Amendment shall be as set forth in paragraph 6 of the Agreement.
5. This Third Amendment shall become effective upon approval by the Missouri Public Service Commission.
6. Upon approval of this Third Amendment the City shall pay the District the sum of \$7,800.00.

7. All provisions of the Agreement, except as expressly modified or amended by this Third Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, this Third Amendment is entered into by the parties as of the date first above written.



PUBLIC WATER SUPPLY DISTRICT
NO. 1 OF FRANKLIN COUNTY,
MISSOURI

By: Joe Feldman
President

SEAL:

Attest: Rebecca Steiner
Clerk

CITY OF UNION, MISSOURI

By: Ralph Hoge
Mayor

SEAL:

Attest: Jonit Lee
Clerk



STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)



REBECCA STEINER
My Commission Expires
October 15, 2022
Franklin County
Commission #16188020

On this 30th day of September, 2020, before me appeared Joe Feldmann, to me personally known, who beind by me duly sworn, did say that he is the President of Public Water Supply District No. 1 of Franklin County, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said District, and that said instrument was signed and sealed on behalf of said District, by authority of its Board of Directors, and said Joe Feldmann acknowledged said instrument to be the free act and deed of said District.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires: 10-15-2022

Rebecca Steiner

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this 14th day of December, 2020, before me appeared Rodney J. Tappe, to me personally known, who beind by me duly sworn, did say that he is the Mayor of the City of Union, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its Board of Aldermen, and said Rodney J. Tappe acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires: 10-23-2023

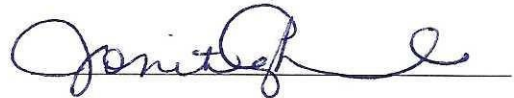
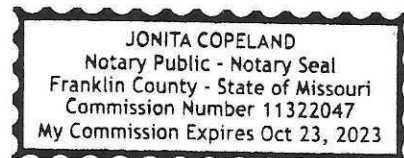


EXHIBIT A

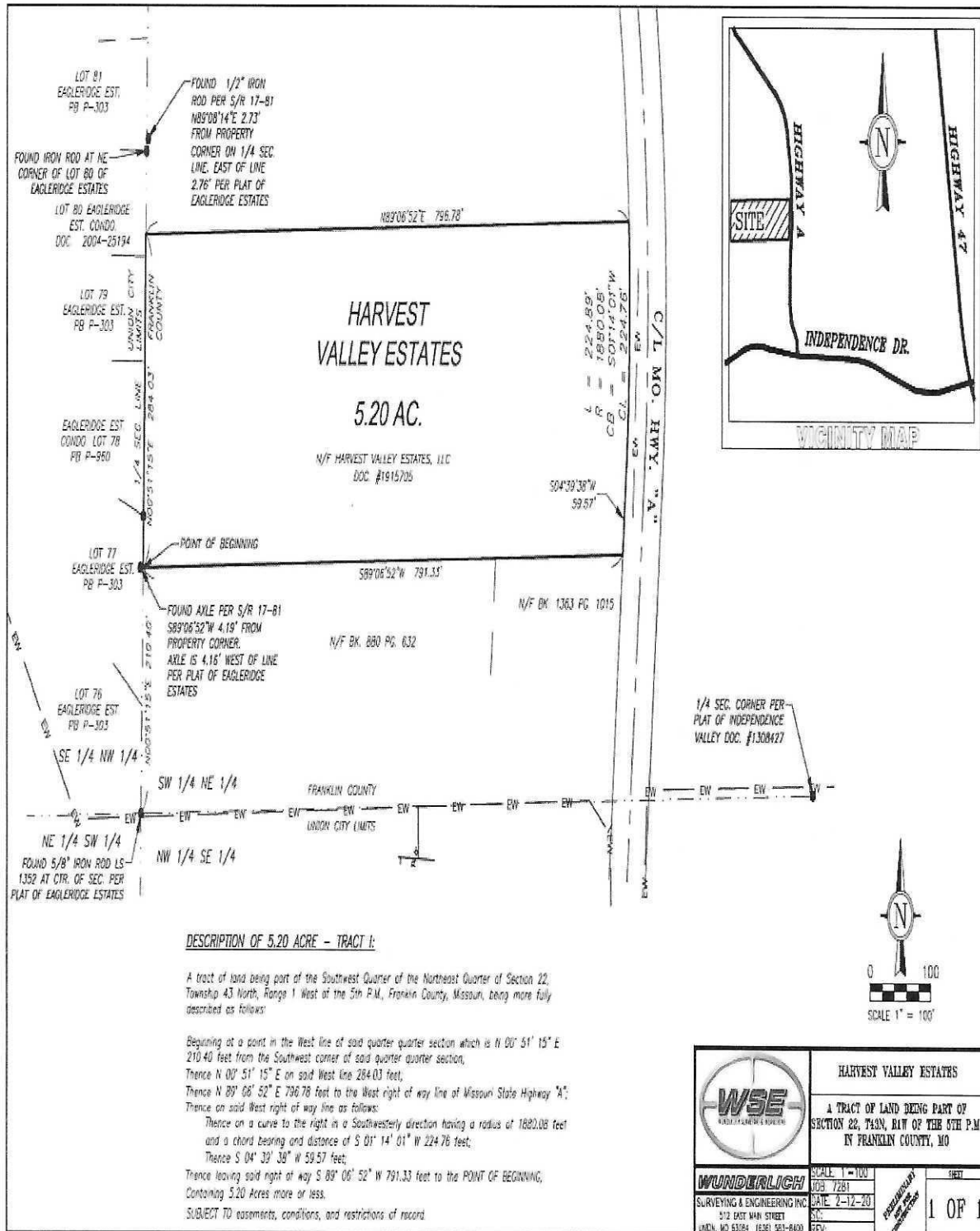


EXHIBIT B

THE FOLLOWING DESCRIBED REAL ESTATE SITUATE IN THE COUNTY OF FRANKLIN, STATE OF MISSOURI, TO WIT:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 1 WEST, THENCE EASTWARDLY ALONG THE NORTH LINE OF SAID SECTION 27 TO THE NORTH QUARTER CORNER THEREOF; THENCE SOUTHWARDLY ALONG THE NORTH-SOUTH CENTERLINE OF SECTION 27 TO THE NORTH QUARTER CORNER OF SECTION 34; THENCE EASTWARDLY ALONG THE NORTH LINE OF SECTION 34 TO ITS INTERSECTION WITH THE CENTERLINE OF MISSOURI STATE HIGHWAY 47; THENCE SOUTHWARDLY ALONG SAID CENTERLINE TO ITS INTERSECTION WITH THE EAST-WEST CENTERLINE OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 1 WEST; THENCE WESTWARDLY ALONG THE EAST-WEST CENTERLINE OF SECTIONS 23 AND 22 TO THE EAST QUARTER CORNER OF SECTION 21; THENCE SOUTHWARDLY ALONG THE EAST LINE OF SECTION 21 TO THE SOUTHEAST CORNER THEREOF; THENCE WESTWARDLY ALONG THE SOUTH LINE OF SECTIONS 21, 20, AND 19, TOWNSHIP 43 NORTH, RANGE 1 WEST AND THE SOUTH LINE OF SECTION 24, TOWNSHIP 43 NORTH, RANGE 2 WEST TO THE SOUTHWEST CORNER THEREOF; THENCE NORTHWARDLY ALONG THE WEST LINE OF SECTIONS 24 AND 13 TO THE NORTHWEST CORNER THEREOF; THENCE EASTWARDLY ALONG THE NORTH LINE OF SAID SECTION 13 TO THE NORTHEAST CORNER THEREOF; THENCE NORTHWARDLY ALONG THE WEST LINE OF SECTIONS 7 AND 6, TOWNSHIP 43 NORTH, RANGE 1 WEST TO THE WEST QUARTER CORNER THEREOF; THENCE EASTWARDLY ALONG THE EAST-WEST CENTERLINE OF SECTIONS 31 TO THE WEST QUARTER CORNER OF SECTION 32, 29, AND 20 TO THE WEST QUARTER CORNER THEREOF; THENCE EASTWARDLY ALONG THE EAST-WEST CENTERLINE OF SECTION 20 AND 21 TO THE CENTER OF SECTION 21; THENCE SOUTHWARDLY ALONG THE NORTH-SOUTH CENTERLINE OF SECTION 21 TO THE NORTH QUARTER CORNER OF SECTION 28; THENCE EASTWARDLY ALONG THE NORTH LINE OF SECTION 28 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, ALL OF UNION MOBILE MANOR IN SECTION 22, TOWNSHIP 43 NORTH, RANGE 1 WEST AND RECORDED IN BOOK K PAGE 65 OF THE FRANKLIN COUNTY RECORDER OF DEEDS OFFICE.

ALSO EXCEPTING THEREFROM, ALL THE EAGLERIDGE ESTATES IN SECTION 22, TOWNSHIP 43 NORTH, RANGE 1 WEST AND RECORDED IN BOOK P PAGES 303, 304, AND 305 OF THE FRANKLIN COUNTY RECORDER OF DEEDS OFFICE.

ALSO EXCEPTING THEREFROM, PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION TWENTY-TWO (22), TOWNSHIP FORTY-THREE (43), RANGE ONE (1), WEST OF THE 5TH P.M., MORE FULLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POST IN THE NORTH LINE OF A 30 FOOT ROAD, 30 FEET NORTH AND SOUTH 88 DEGREES 30 MINUTES WEST 390 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER. QUARTER SECTION, RUN THENCE NORTH 0 DEGREES 15 MINUTES EAST 1117 FEET TO AN IRON PIPE, THENCE SOUTH 88 DEGREES 30 MINUTES WEST 780 FEET TO A STAKE, THENCE SOUTH 0 DEGREES 15 MINUTES WEST 1117 FEET TO AN IRON STAKE IN THE NORTH LINE OF SAID 30 FOOT ROAD, THENCE ALONG SAID ROAD NORTH 88 DEGREES 30 MINUTES EAST 780 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY BY E.F. KAPPELMANN, REGISTERED LAND SURVEYOR, AND RECORDED IN SURVEYOR'S RECORD 14, AT PAGE 118.

ALSO EXCEPTING THEREFROM A PORTION OF SECTIONS 21 AND 22, TOWNSHIP 43 NORTH, RANGE 1 WEST OF THE FIFTH PRINCIPAL MERIDIAN, FRANKLIN COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON QUARTER CORNER OF SECTIONS 21 AND 22, TOWNSHIP 43 NORTH, RANGE 1 WEST OF THE FIFTH PRINCIPAL MERIDIAN, FRANKLIN COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SECTION 21 TO THE NORTHERN RIGHT OF WAY LINE OF THE V&S RAILWAY, LLC (FORMERLY SOUTHERN PACIFIC RAILROAD); THENCE SOUTHWEST ALONG SAID NORTHERN RIGHT OF WAY LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21 TO THE NORTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21 TO THE NORTH LINE OF THE PLAT OF PENNSYLVANIA ESTATES AS RECORDED IN PLAT BOOK O, PAGE 995 OF THE FRANKLIN COUNTY, MISSOURI, RECORDER OF DEEDS OFFICE; THENCE EAST ALONG SAID NORTH LINE AND THE NORTH LINE OF PENNSYLVANIA ESTATES

PLAT 3 AS RECORDED IN PLAT BOOK P, PAGE 695 OF SAID RECORDER OF DEEDS OFFICE, TO THE NORTHEAST CORNER OF SAID PENNSYLVANIA ESTATES PLAT 3; THENCE SOUTH ALONG THE EAST LINE OF SAID PENNSYLVANIA ESTATES PLAT 3 TO THE NORTH LINE OF THE KASSBAUM-VEMMER PLAT 2 AS RECORDED AS DOCUMENT # 1000589 OF SAID RECORDER OF DEEDS OFFICE; THENCE EAST ALONG THE NORTH LINE OF SAID KASSBAUM-VEMMER PLAT 2, AND THE NORTH LINE OF KASSBAUM-VEMMER PLAT 1 AS RECORDED IN PLAT BOOK P, PAGE 774 OF SAID RECORDER OF DEEDS OFFICE, TO THE WEST LINE OF THAT PARCEL CONVEYED TO THE UNION DEVELOPMENT CORPORATION BY DEED RECORDED IN BOOK 621, PAGE 137 OF SAID RECORDER OF DEEDS OFFICE; THENCE NORTHWEST ALONG THE WEST LINE OF SAID UNION DEVELOPMENT CORPORATION PARCEL TO THE SOUTH LINE OF THE PLAT OF NORTH LOOP INDUSTRIAL PARK PLAT 3 REVISED AS RECORDED IN PLAT BOOK P, PAGE 1091 OF SAID RECORDER OF DEEDS OFFICE; THENCE WEST, NORTH, AND EAST ALONG THE SOUTH, WEST, AND NORTH LINES OF SAID PLAT OF NORTH LOOP INDUSTRIAL PARK PLAT 3 REVISED TO THE NORTHEAST CORNER OF SAID PLAT, SAID POINT BEING ON THE EAST LINE OF SECTION 21; THENCE SOUTH ALONG THE EAST LINE OF SECTION 21 TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 1 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER TO THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE EAST-WEST CENTERLINE OF SECTION 22 TO THE POINT OF BEGINNING;

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 1 WEST OF THE FIFTH PRINCIPAL MERIDIAN, FRANKLIN COUNTY, MISSOURI, LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY OF THE V&S RAILWAY, LLC (FORMERLY SOUTHERN PACIFIC RAILROAD) INCLUDING, BUT NOT LIMITED TO THE PLATS OF WOODLAND OAKS PLAT 1 AS RECORDED IN PLAT BOOK M, 410 OF THE FRANKLIN COUNTY, MISSOURI, RECORDER OF DEEDS OFFICE, WOODLAND OAKS PLAT 1 REVISION 1 AS RECORDED IN PLAT BOOK M, 460 OF SAID RECORDER OF DEEDS OFFICE, WOODLAND OAKS PLAT 1 REVISION 2 AS RECORDED IN PLAT BOOK M, 461 OF SAID RECORDER OF DEEDS OFFICE, WOODLAND OAKS CONDOMINIUM PLAT 1 AMENDED AS RECORDED IN PLAT BOOK N, 20 OF SAID RECORDER OF DEEDS OFFICE, WOODLAND OAKS CONDOMINIUM PLAT 1 SECOND AMENDMENT AS RECORDED IN PLAT BOOK N, 335 OF SAID RECORDER OF DEEDS OFFICE, WOODLAND OAKS CONDOMINIUM

PLAT 2 AMENDED AS RECORDED IN PLAT BOOK M, 707 OF SAID RECORDER OF DEEDS OFFICE, WOODLAND OAKS CONDOMINIUM PLAT 3 AMENDED AS RECORDED IN PLAT BOOK M, 680 OF SAID RECORDER OF DEEDS OFFICE, WOODLAND OAKS CONDOMINIUM PLAT 4 AMENDED AS RECORDED IN PLAT BOOK M, 757 OF SAID RECORDER OF DEEDS OFFICE, WOODLAND OAKS CONDOMINIUM PLAT 5 AMENDED AS RECORDED IN PLAT BOOK M, 864 OF SAID RECORDER OF DEEDS OFFICE, WOODLAND OAKS CONDOMINIUM PLAT 6 AMENDED AS RECORDED IN PLAT BOOK M, 902 OF SAID RECORDER OF DEEDS OFFICE, WOODLAND OAKS CONDOMINIUM PLAT 7 AMENDED AS RECORDED IN PLAT BOOK M, 903 OF SAID RECORDER OF DEEDS OFFICE, WOODLAND OAKS PLAT 8 AS RECORDED IN PLAT BOOK P, 284 OF SAID RECORDER OF DEEDS OFFICE, WOODLAND OAKS PLAT 9 AS RECORDED IN PLAT BOOK P, 388 OF SAID RECORDER OF DEEDS OFFICE, WOODLAND OAKS PLAT 10 AS RECORDED IN PLAT BOOK P, 389 OF SAID RECORDER OF DEEDS OFFICE, WOODLAND OAKS PLAT 11 AS RECORDED IN PLAT BOOK O, 939 OF SAID RECORDER OF DEEDS OFFICE, WOODLAND OAKS PLAT 11 RESUBDIVISION AS RECORDED IN PLAT BOOK P, 665 OF SAID RECORDER OF DEEDS OFFICE, WOODLAND OAKS PLAT 11 RESUBDIVISION OF LOT 41 AS RECORDED IN PLAT BOOK P, 1141 OF SAID RECORDER OF DEEDS OFFICE, WOODLAND OAKS CONDOMINIUM LOT 56 PLAT 11, ALSO KNOWN AS WOODLAND OAKS PLAT 12, AS RECORDED IN BOOK 2011, PAGE 1112520 OF SAID RECORDER OF DEEDS OFFICE, WOODLAND OAKS PLAT 13 AS RECORDED AS DOCUMENT # 1614296 OF SAID RECORDER OF DEEDS OFFICE, AND WOODLAND OAKS PLAT 14 AS RECORDED AS DOCUMENT # 1614297 OF SAID RECORDER OF DEEDS OFFICE.

ALSO EXCEPTING THEREFROM THE FOLLOWING REAL PROPERTY:

DESCRIPTION OF 5.20 ACRE – TRACT 1:

A tract of land being part of the Southwest Quarter of the Northeast Quarter of Section 22, Township 43 North, Range 1 West of the 5th P.M., Franklin County, Missouri, being more fully described as follows:

*Beginning at a point in the West line of said quarter quarter section which is N 00° 51' 15" E 210.40 feet from the Southwest corner of said quarter quarter section;
Thence N 00° 51' 15" E on said West line 284.03 feet;
Thence N 89° 06' 52" E 796.78 feet to the West right of way line of Missouri State Highway "A";
Thence on said West right of way line as follows:
Thence on a curve to the right in a Southwesterly direction having a radius of 1880.08 feet and a chord bearing and distance of S 01° 14' 01" W 224.76 feet;
Thence S 04° 39' 38" W 59.57 feet;
Thence leaving said right of way S 89° 06' 52" W 791.33 feet to the POINT OF BEGINNING;
Containing 5.20 Acres more or less.
SUBJECT TO easements, conditions, and restrictions of record.*

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 28th day of April, 2021.




Morris L. Woodruff
Secretary



Digitally signed by MOPSC
DN: cn=MOPSC, o=MOPSC,
ou=PS,
E=tim.happy@psc.mo.gov, C=US
Reason: I attest to the accuracy
and integrity of this document
Location: Cole County, Missouri
Date: 2021.04.28 11:25:44-05'00'
Foxit Reader PDF Version:
10.1.1

MISSOURI PUBLIC SERVICE COMMISSION

April 28, 2021

File/Case No. WO-2021-0254

**Missouri Public Service
Commission**

Staff Counsel Department
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
staffcounsel@psc.mo.gov

Office of the Public Counsel

Marc Poston
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102
opc@psc.mo.gov

City of Union, Missouri

Mark C Piontek
1200 Jefferson Street
Washington, MO 63090
mpiontek@sandbergphoenix.com

**Missouri Public Service
Commission**

Casi Aslin
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
casi.aslin@psc.mo.gov

**Public Water Supply District No.
1 of Franklin County**

Mark C Piontek
1200 Jefferson Street
Washington, MO 63090
mpiontek@sandbergphoenix.com

Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



**Morris L. Woodruff
Secretary**

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.