

FIRST AMENDMENT TO INTERGOVERNMENTAL TERRITORIAL AGREEMENT

THIS FIRST AMENDMENT TO TERRITORIAL AGREEMENT, ("First Amendment") made and entered into this 22nd day of NOVEMBER 2005 by and between the CITY OF WENTZVILLE, MISSOURI, a municipal corporation, 310 West Pearce Boulevard, Wentzville, Missouri 63385 (hereinafter referred to as "CITY"), and PUBLIC WATER SUPPLY DISTRICT NO. 2 OF ST. CHARLES COUNTY, MISSOURI, a public corporation, 100 Water Drive, O'Fallon, Missouri 63366 (hereinafter referred to as "DISTRICT"); WITNESSETH:

WHEREAS, CITY, a political subdivision and municipal corporation of the fourth class in St. Charles County, Missouri organized and existing under Sections 79.010 to 79.400 RSMo., which operates municipally owned utilities which purchase water for its inhabitants from the DISTRICT; and

WHEREAS, DISTRICT is a political corporation of the State of Missouri located in St. Charles and Warren Counties organized and existing under Sections 247.010 to 247.220 RSMo for the purpose of providing conveniences in the use of water, ample in quantity for all needful purposes and pure and wholesome in quality, furnished from common sources of supply to many inhabitants of the DISTRICT; and

WHEREAS, the parties previously entered into a written intergovernmental 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 October 17, 2000 in Case No. WO-2000-849; and

WHEREAS, Paragraph 12 of the Original Agreement states that "[n]either the boundaries described by this Agreement nor any term of this Agreement may be

modified, repealed or changed except by a writing mutually approved by the respective parties and by the Missouri Public Service Commission"; and

WHEREAS, the parties now desire to enter into this First Amendment to said Original 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, as presented in the boundary maps attached as Exhibit A, Exhibit A-1 and Exhibit B-1 and described in Exhibit C and present it to the Missouri Public Service Commission for approval.

NOW, THEREFORE, CITY and DISTRICT agree as follows:

1. Exhibit A of the Original Agreement, a copy of which is marked and attached hereto, is hereby amended by adding thereto the area shown on Exhibit A-1, a copy of which is marked and attached hereto. Hereinafter, the DISTRICT shall have the exclusive right to provide service to all existing and future customers located within its service area as shown on Exhibit A and Exhibit A-1 notwithstanding that any portion of said service area may be annexed by the CITY after the effective date of this First Amendment.
2. Exhibit B of the Original Agreement, a copy of which is marked and attached hereto, is hereby amended by excluding therefrom the area shown on Exhibit A-1, a copy of which is marked and attached hereto. Hereinafter, the CITY shall have the exclusive right to provide service to all existing and future customers located within its service area as shown on Exhibit B-1, a copy of which is marked and attached hereto, notwithstanding that any portion of said service area may be annexed by the CITY after the effective date of this First Amendment.
3. Attached hereto and marked as Exhibit C is the Legal Description of the Boundary Line separating the DISTRICT's Service area as shown on Exhibits A and A-1 and the CITY's service area shown on Exhibit B-1.

4. This First Amendment shall be subject to the same term as provided for in Paragraph 7 of the Original Agreement.
5. In the event this First Amendment is not approved by the Missouri Public Service Commission within one year after the date of this instrument, this First Amendment shall thereupon automatically become null and void.
6. All provisions of the Original Agreement shall remain and continue in full force and effect in all respects, except as provided for herein.
7. This First Amendment 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 WENTZVILLE, MISSOURI
a Municipal corporation

By: *Paul Lambi*
Paul Lambi, Mayor

ATTEST:

Vi Skillman
Vi Skillman, City Clerk

PUBLIC WATER DISTRICT NO. 2
OF ST. CHARLES COUNTY, MISSOURI,
a Public corporation

By: *Virginia Dowden*
Virginia Dowden, President



ATTEST:

Mike Dougherty
Mike Dougherty, Clerk

STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

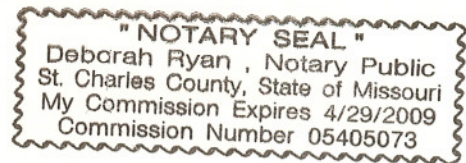
On this 10 day of November 2005, before me appeared Paul Lambi, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Wentzville, Missouri, that the seal affixed to the foregoing instrument is the city seal of The City of Wentzville, Missouri, that said instrument 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 Wentzville, Missouri, the day and year first above written.

(SEAL)

Deborah Ryan
Notary Public

My commission expires: April 29, 2009



STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 22nd day of November, 2005, before me appeared Virginia Dowden to me personally known, who, being by me duly sworn, did say that she is the President of Public Water Supply District No. 2 of St. Charles County, that the seal affixed to the foregoing instrument is the official seal of Public Water Supply District No. 2 of St. Charles County, that said instrument was signed and sealed in behalf of said water supply district, by the authority of its Board of Directors, and the said President 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 St Charles County Missouri, the day and year first above written.

(SEAL)

Kim Cantrell
Notary Public

My commission expires: June 20, 2008

