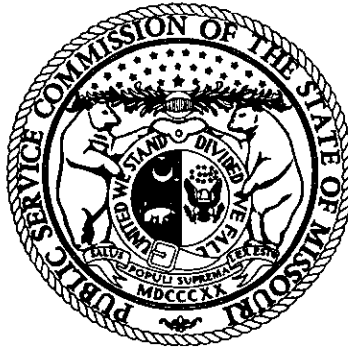


**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**



In the Matter of the Application of the)
City of Columbia, Missouri, and Consolidated)
Public Water Supply District No. 1 of Boone)
County, Missouri, for Approval of a Territorial)
Agreement Concerning Territory Encompassing)
Part of Boone County, Missouri.)

Case No. WO-99-129

REPORT AND ORDER

Issue Date: January 26, 1999

Effective Date: February 5, 1999

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Application of the)
City of Columbia, Missouri, and Consolidated)
Public Water Supply District No. 1 of Boone)
County, Missouri, for Approval of a Territorial)
Agreement Concerning Territory Encompassing)
Part of Boone County, Missouri.)

Case No. WO-99-129

APPEARANCES

Fred Boeckmann, City Counselor for the City of Columbia, P.O. Box N, Columbia, Missouri 65205.

J. Turner Jones, Attorney for Consolidated Public Water Supply District No. 1 of Boone County, Missouri, 11 North Seventh Street, Columbia, Missouri 65201.

Shannon Cook, Assistant Public Counsel, Office of the Public Counsel, Post Office Box 7800, Jefferson City, Missouri 65102, for the Office of the Public Counsel and the public.

David J. Steuven, Assistant General Counsel, Missouri Public Service Commission, Post Office Box 360, Jefferson City, Missouri 65102, for the staff of the Missouri Public Service Commission.

SENIOR REGULATORY LAW JUDGE: **Bill Hopkins.**

REPORT AND ORDER

Procedural History

On September 30, 1998, the City of Columbia, Missouri (City) and Consolidated Public Water Supply District No. 1 (District), collectively referred to as Applicants, filed for approval of a territorial agreement. A copy of the written territorial agreement (Agreement) was filed with

the application and is attached to this order and incorporated herein as Attachment 1.

On November 9, the Commission issued an Order and Notice which included notice provisions for the area affected and an intervention date of November 30. No applications to intervene were filed. On December 2, the Staff of the Missouri Public Service Commission (Staff), the City, the District, and the Office of the Public Counsel (OPC) filed a unanimous Stipulation and Agreement stating that the Agreement is in the public interest and should be approved.

The Commission held an evidentiary hearing on January 5, 1999. All parties were represented at the hearing.

Discussion

The District is a public water supply district engaged in providing water services to the public in Boone County, Missouri. The District's principal place of business is located in Columbia, Missouri. The City operates a water supply utility, provides retail water service to the public in the area which is the subject of the Agreement. The City's principal place of business is located in Columbia, Missouri.

The Agreement designates boundaries of the water service area of each of the Applicants in portions of the Missouri County of Boone. The Agreement also sets forth any and all powers granted to the District by City to operate within the corporate boundaries of the City and any and all powers granted to the City to operate within the boundaries of the District. Applicants have set out the terms of their agreement in a

document entitled Territorial Agreement (Agreement), which is marked as Attachment 1 and attached to the Joint Application. The Agreement includes Exhibits 1 through 6 which contain the legal descriptions of the boundaries of the separate areas which the District and the City have agreed will be served by each.

The first factor the Commission will consider in deciding the appropriateness of this Agreement is the extent to which the Agreement eliminates or avoids unnecessary duplication of facilities. Dale Johansen testified on behalf of the Staff that the Agreement clearly sets out for future purposes where extensions are required, how those extensions are going to be made, and provides for each party to connect to existing facilities of the other one and purchase water under certain circumstances to serve new customers rather than installing new facilities.

The second factor the Commission will consider is the ability of each party to the Agreement to provide adequate service to the customers in its exclusive service area. Johansen testified that the customers being transferred to the City will be served well by the City. Johansen stated that the City was a reliable service provider and these customers will be served well by the City because the existing facilities are adequate, and the extension arrangements that are in the Agreement for the purchase and sale of water back and forth to one another avoids duplication.

The third area for Commission concern is the effect of approval of the Agreement on customers of the Applicants. The Applicants listed

the customers whose service would be changed through the Agreement in Appendix B attached to the application. Johansen stated that the customers being switched will experience a rate decrease.

The last factor the Commission will consider is the category of other cost and safety benefits attributed to the proposed Agreement. Johansen stated that the Agreement is not detrimental to the public interest.

Findings of Fact

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the following findings of fact. The positions and arguments of all of the parties have been considered by the Commission in making this decision. Failure to specifically address a piece of evidence, position or argument of any party does not indicate that the Commission has failed to consider relevant evidence, but indicates rather that the omitted material was not dispositive of this decision.

The Commission finds that approval of the Agreement will avoid future duplication of services and undue cost to customers. The Commission finds that the Applicants are capable of adequately and safely providing the water supply, service, and maintenance needs of the customers in their service areas as designated in the proposed Agreement. The Commission further finds that the overall effect of the proposed Agreement would not be harmful to ratepayers, that the Agreement would promote efficiency and safety, and reduce customer dissatisfaction.

Conclusions of Law

The Missouri Public Service Commission has arrived at the following conclusions of law.

The Commission has jurisdiction over the District and the City under Section 247.172, RSMo 1994, which contemplates territorial agreements where municipalities and public water supply districts may displace competition using territorial agreements.

Section 247.172, RSMo 1994, provides, in pertinent part:

1. Competition to sell and distribute water, as between and among public water supply districts ... and municipally owned utilities may be displaced by written territorial agreements....

The Commission may approve a territorial agreement if the agreement in total is not detrimental to the public interest. Section 247.172.4, RSMo 1994. Based on the findings of fact it has made, the Commission concludes that the Agreement proposed by the District and the City is not detrimental to the public interest and should be approved.

IT IS THEREFORE ORDERED:

1. That the Agreement filed by Consolidated Public Water Supply District No. 1 of Boone County and the City of Columbia, Missouri, on September 30, 1998, and submitted at the hearing on January 5, 1999, is approved, and the Applicants are authorized to perform in accordance with the terms and provisions of the Agreement (Attachment 1).

2. That this Report and Order shall become effective on February 5, 1999.

3. That this case shall be closed on February 6, 1999.

BY THE COMMISSION

A handwritten signature in black ink, reading "Dale Hardy Roberts". The signature is written in a cursive, slightly slanted style.

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

(S E A L)

Lumpe, Ch., Crumpton, Murray,
Schemenauer, and Drainer, CC.,
concur and certify compliance
with the provisions of
Section 536.080, RSMo 1994.

Dated at Jefferson City, Missouri,
on this 26th day of January, 1999.

Territorial Agreement

between

The City of Columbia and Consolidated Public Water Supply District No. 1 of Boone County

THIS AGREEMENT, made and entered into this 14th day of August, 1998, by and between the CITY OF COLUMBIA, MISSOURI, a municipal corporation, hereinafter called "CITY", and CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT No. 1 OF BOONE COUNTY, MISSOURI, 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" and the property of the Columbia Regional Airport area as described on Exhibit "4" and shown on Exhibit "5". 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 in accordance with the requirements of the Code of Ordinances of the City of Columbia, Missouri.

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

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.

10. The DISTRICT shall provide within its water service area within the City limit in accordance with its extension rules and service policies as it shall from time to time adopt, as said City limit may hereafter exist after future annexation into areas within the DISTRICT water service area, such water supply, storage and main capacity as required in order to deliver the same level of fire flows that is required of the City of Columbia Water and Light Department to meet residential flow design standards of 800 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 Columbia Fire Department, up to a maximum of 3500 GPM 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 the upgrades will be done within five (5) years. Notwithstanding the foregoing, upgrading shall not be required of existing water systems in the subdivisions within the DISTRICT which are in existence at the time of the execution of this agreement.

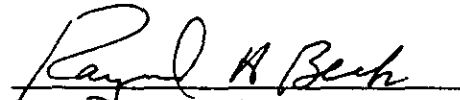
11. The DISTRICT shall furnish, or shall arrange to furnish through its developers or customers, fire hydrants and associated tees and valves within its water service area within the City limit at locations approved by the City, such approval shall not be unreasonably withheld.

12. 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 participate in the CITY Planning and Development plan and plat review process and the CITY Public Works Department road construction review process to the same level as the Water and Light Department.

13. In areas within the City water service area not readily accessible to CITY facilities upon coordination with 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, 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

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

CITY OF COLUMBIA, MISSOURI


Raymond A. Beck, City Manager

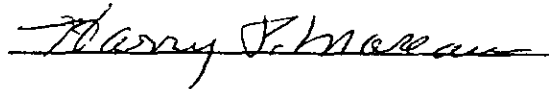
ATTEST:


Penny St. Romaine, City Clerk

APPROVED AS TO FORM:


Fred Boeckmann, City Counselor

CONSOLIDATED PUBLIC WATER
SUPPLY DISTRICT #1



ATTEST:



**LEGAL DESCRIPTION
OF
CPWSD NO. 1 OF BOONE COUNTY**

PRESENT 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; 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, said point lying on the boundary with PWSD No. 7 of Boone County; thence South along and with the East Section line of Sections 18, 19, and 30 to the Southeast corner of Section 30, Township 50 North, Range 13 West; thence East along and with the North Section line of Section 32, Township 50 North, Range 13 West to the Northeast corner of said Section 32; thence South along and with the East Section line of Section 32, Township 50 North, Range 13 West and continuing South along and with the East Section line of Sections 5, 8, 17, and 20, Township 49 North Range 13 West to the Southeast corner of Section 20, Township 49 North Range 13 West; thence East along and with the North Section line of Sections 28, 27, and 26 Township 49 North Range 13 West 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; thence East along and with the South Section line to the Southeast Corner of Section 26, Township 49 North, Range 13 West, which lies on the City Limits of the City of Columbia as established in 1964; thence Southerly along and with the Western City Limits of Columbia to the Northwest corner of Section 33, Township 48 North, Range 12 West; thence leaving the City Limit Boundary East 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

WATER SERVICE BOUNDARY--1998

1
2 BEGINNING at the east corner to Sections 12 and 13, Township 49 North, Range 12 West
3 Boone County, Missouri;
4 thence South along the range line between Ranges 11 and 12 West to the west quarter corner
5 Section 19, T.49N., R.11W.;
6 thence in an easterly direction along the East-West quarter line of said Section 19 to the center
7 of said section;
8 thence in a southerly direction along the North-South quarter line of said section, a distance of
9 16.74 chains;
10 thence in a westerly direction parallel with said East-West quarter line, a distance of 21.50
11 chains;
12 thence in a southerly direction parallel with the west line of said section, a distance of 23.26
13 chains to the line between said Section 19 and Section 30, T.49N., R.11W.;
14 thence in an easterly direction along said section line, a distance of 5.25 chains;
15 thence in a southerly direction parallel with the west line of said Section 30 to the East-West
16 quarter line of said section;
17 thence in a westerly direction along said quarter line to the west quarter corner of said section
18 and the range line between said Ranges 11 and 12;
19 thence in a southerly direction along said range line to the northeast corner of Section 36,
20 T.49N., R.12W.;
21 thence in a westerly direction with the north line of said Section 36 to the north quarter corner of
22 said section;
23 thence in a southerly direction along the North-South quarter line of said section to the south

1 thence continuing in a southerly direction and along the west line of the
2 northwest quarter of Section 16, T.48N., R.12W. and the west line of the east half of the
3 southwest quarter of said Section 16 to the line between said Section 16 and Section 21, T.4
4 North, R.12W. on the west line of El Chaparral, Plat No. 4 as recorded in Plat Book 11 at Pag
5 29;
6 thence along said west line, S.0°53'W., 638.20 feet to the southwest corner of Lot 149 of said
7 Plat No. 4 and the northwest corner of El Chaparral, Plat No. 5 as recorded in Plat Book 11 at
8 Page 30;
9 thence with the lines of said Plat No. 5, S.0°53'W., 914.92 feet;
10 thence S.51°01'E., 195.46 feet;
11 thence S.37°39'E., 121.90 feet;
12 thence S.26°27'W., 219.30 feet;
13 thence S.2°46'W., 338.53 feet;
14 thence S.7°26'E., 236.41 feet;
15 thence S.77°58'W., 161.96 feet;
16 thence S.0°53'W., 229.69 feet;
17 thence S.37°49'E., 55.73 feet;
18 thence S.69°37'E., 272.89 feet;
19 thence S.71°05'E., 364.75 feet;
20 thence S.74°47'E., 176.04 feet;
21 thence S.70°32'E., 251.10 feet;
22 thence S.81°17'E., 148.96 feet;
23 thence S.66°47'E., 149.30 feet to the southeast corner of said Plat No. 5 and the North-South
24 quarter line of said Section 21;

Donald
19 May 19

1 thence S.89°11'W., 731.30 feet to the northwest corner of said survey and the northeast corner
2 of Gateway South-Plat No.7 as recorded in Plat Book 11 at page 183;
3 thence along the north line of said Plat No.7, S.89°11'W., 1894.87 feet to the northwest corner
4 said Plat No.7:
5 thence along the west line of said plat S.0°07'W., 1325 feet, more or less to the south line of
6 Section 3;
7 thence along said south line in a westerly direction to the corner common to Sections 3,4,9 and
8 10, T.47N., R.13W.;
9 thence continuing in a westerly direction along the line between said Sections 4 and 9 to the
10 centerline of Sinclair Road;
11 thence leaving said section line and along said centerline of Sinclair Road in a northeasterly
12 direction to the north line of the south half of said Section 3;
13 thence along said north line in a westerly direction to the quarter corner common to said Sections
14 3 and 4;
15 thence continuing in a westerly direction and along the north line of the south half of said Section
16 4 to the centerline of State Route KK;
17 thence leaving said quarter line and along said centerline in a southwesterly direction through
18 said Section 4, across Section 5 and into Section 6 to the centerline of State Route K;
19 thence leaving said Route KK and along said centerline of State Route K in a northwesterly and
20 westerly direction to the centerline of the KATY Trail State Park (formerly the Missouri-Kansas
21 and Texas Railroad);
22 thence leaving said Route K centerline and along said park centerline in a northwesterly
23 direction to the center of Grocery Branch near the south corner of Huntsdale;
24 thence leaving said park centerline in a straight line to the center of Section 25, T.48N., R.14W.

1 thence northerly along the quarter-quarter line to the center of Rocky Fork Creek;
2 thence easterly parallel with the north line of the southeast quarter of said Section 23 to the
3 line of Section 24, T.49N., R.13W.;
4 thence northerly along said west line to the center of said Rocky Fork Creek;
5 thence along said center upstream in an easterly then northerly direction to the south line of
6 Section 13, T.49N., R.13W.;
7 thence easterly along said south line to the southeast corner of said section;
8 thence northerly along the range line between Ranges 12 and 13 West to the west corner of
9 Section 7 and 18, T.49N., R.12W.;
10 thence easterly between said Sections 7 and 18, 8 and 17, 9 and 16, 10 and 15, 11 and 14, ar
11 12 and 13 to the POINT OF BEGINNING.

Donald R. Richards
19 May 1998

Columbia Regional Airport Property

A tract of land in Section 1, Township 46 North, Range 12 West; Sections 25 and Township 47 North, Range 12 West; and Sections 30 and 31, Township 47 North, Range 12 West; all in Boone County, Missouri and described as follows:

BEGINNING at the southwest corner of Section 1, Township 46 North, Range 12 West being the southwest corner of a survey recorded in Book 497 at page 416; thence N.0°25'W. along the section line, 2644.05 feet to the west 1/4 corner; thence leaving said section line, S.89°07'E. along the 1/4 section line, 244.05 feet to the southwest corner of a survey recorded in Book 374 at page 4; thence leaving said 1/4 section line N.20°16'E., 2745.0 feet along the west line of said survey to the north line said section; thence S.89°34'E., 150.4 feet along said north line; thence leaving section line North, 2712.8 feet along a line described in a survey recorded in Book 379 at page 585; thence N.89°40'E., 91.3 feet to the southwest corner of a survey recorded in Book 497 at page 415; thence N.19°55'E., 1569.4 feet along the west line of said survey; thence North, 1154.65 feet to point #1 of said survey recorded in Book 379 at page 585, situate on the north line of Section 36, Township 47 North, Range 12 West; thence East, 180.8 feet along said section line to point #14 of tract #4 of a survey recorded in Book 366 at page 29; thence N.18°40'E. along the west line of said survey, 917.0 feet to point #15 of a survey recorded in Book 383 at page 218; thence N.2°06'W., 1474.2 feet to point #9 of tract #2 of said survey recorded in Book 366 at page 29; thence N.46°19'W., 459.4 feet to point #7 of said survey; thence N.88°55'W.

Donald D. Nicholas
25 June 1992

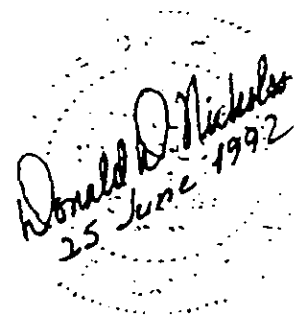
recorded in Book 368 at page 20; thence along said north line N.88°25'E., 753.2 feet to the southeast corner of said survey, being the southeast corner of Section 31, Township 47 North, Range 11 West; thence S.87°55'W., 2870.4 feet to the southwest corner of said survey; thence North along said range line, being the southwest corner of said survey; thence North along said range line, 1731.5 feet to point #1 of a survey recorded in Book 368 at page 686; thence West, 841.6 feet to the northwest corner of said survey; thence S.19°55'W., 1762.1 feet to the northwest corner of a survey recorded in Book 383 at page 221; thence N.89°44'E., 71.1 feet to the northeast corner of said survey; thence S.0°06'W., 1.1 feet to the southeast corner of said survey; thence S.89°13'W., 573.1 feet to point #2 of a survey recorded in Book 366 at page 172; thence along the east line of said survey S.20°52'W., 2072.4 feet to the east line of a survey recorded in Book 374 at page 4; thence along said line S.0°12'W., 1973.0 feet to the center of Section 1, Township 46 North, Range 12 West; thence S.0°02'40"W. along the 1/4 section line, 2628.11 feet to the south 1/4 section corner; thence N.89°27'W., 2665.80 feet to the POINT-OF-BEGINNING, containing 1293 acres, more or less.

Subject to and together with easements and agreements of record.

I hereby certify that the above description of Columbia Regional Airport was prepared under my direction from record documents and does not represent a boundary survey. The error of closure is in excess of 200 feet due primarily to different reference bearings in various surveys on record.



Donald D. Nicholson, LS 1755
City Land Surveyor



**NO TRACT NUMBER
(NW Cor. Range Line Road and State Route "H")**

A three (3) sided tract of land in the west half of Section 30, Township 47 North, Range 11 West in Boone County, Missouri; said tract being described as follows:

COMMENCING at the northwest corner of said Section 30;

thence along the Section line N.88°53'E., 2043.9 feet;

thence S.19°55'W., 1581.10 feet to the northeast corner of the tract shown by the survey in Book 601 at page 306;

thence along the east line of said survey, S.21°16'W., 860.76 feet to the POINT OF BEGINNING;

thence continuing S.21°16'W., 995.38 feet to the north right-of-way line of State Route H;

thence along said right-of-way line S.89°40'E., 358.06 feet;

thence N.0°11'E., 929.65 feet to the POINT OF BEGINNING and containing 3.8 acres.

Donald B. McIntosh
8 July 1998

TRACT 20

A tract of land in the west half of Section 1, Township 46 North, Range 12 West in Boone County, Missouri described as follows:

BEGINNING on the west line of said Section 1 at a point S.0°45'W., 1197.4 feet from the northwest corner of said section;

thence S.0°45'W., 1367.1 feet;

thence N.87°56'E., 234.8^{4 D.Q.N.} feet to the southwest corner of the tract shown by the survey in Book 374 at page 4;

thence along the west line of said tract N..21°15'E., 2745.0 feet to the north line of said Section 1;

thence along said north line, N.88°53'W., 748.2 feet;

thence S.21°16'W., 1275.6 feet to the POINT OF BEGINNING and containing 36.2 acres.

Donald B. Nicholas
8 July 1998

EXHIBIT "6"

This Exhibit is the priority for transfer of water meter connections from CPWSD #1 to City service in accordance with Para. #7. For the purposes of this Exhibit the total number of water meter connections in CPWSD #1 as of the date of this Agreement is _____.

Priority	Subd #	Subd Name	No. of <i>connections</i>
1	30	Northland Acres, Haden Park & Northland Drive	45
2	24	Walnut Hills Trailer Court	1 Comm
3	23	Lone Oak Trailer Court	1 Comm
4	22	Highlands Estates	19
5	21	Riback & Rock Quarry Road N. Of Bearfield	12
6	20	Southland, Southland Way & Okeefe Subd.	40
7	19	Old Plank & Old Plank Road within City svcs bdry	30
8	25	Prairie Hills	44
9	26	Ashby West	46
10	7	Country Woods	96
11	8	Forest Acres	14
12	4	Country Farms	28
13	5	Millcreek	17
14	6	Paradise Hills	25
15	12	Maple Bluff	17
16	16	Shy Farms	8
17	27	Western Hills (Westwinds Dr)	TBD
18	28	Dawn Drive, Rebel Drive & Gibbs Road	TBD

Persons whose water service would be changed by the agreement:

Northland Acres, Haden Park & Northland Drive:

<u>Account</u>	<u>Customer Name</u>	<u>Service Address</u>
2103	Sherman Smith	2908 Argyle Rd. #9
2276	Stanley Hughes	2909 Argyle Rd. #40
3193	Maxine Norman	2910 Argyle Rd. #10
2272	Sue Winter	2914 Argyle Rd. #11
1348	Nola C. Stedem	1201 Haven Rd. #36
1282	Margaret Gonzalez	1202 Haven Rd. #12
2045	Kenneth Pike	1203 Haven Rd. #35
1352	Zenobia Isaac	1206 Haven Rd. #13
2003	James Brown	1207 Haven Rd. #34
2602	Leon Guyton	1210 Haven Rd. #14
1459	Tony Howell	1213 Haven Rd. #32
2268	Rosie Jackson	1214 Haven Rd. #15
1480	Sheryl Beauvais	1215 Haven Rd. #31
2128	David Swisher	1217 Haven Rd. #30
2425	Richard Henderson, Jr.	1218 Haven Rd. #17
2810	Reba Newman	1300 Haven Rd. #18
1522	Janet Griffith	1302 Haven Rd. #17
1848	Raymond Hendrickson	1209 Haven Rd. #33
1897	Chris Jones	1216 Haven Rd.
1935	Oscar Kemp	2911 Haden Dr.
2558	Nathan Mulch	3004 Haden Dr.
1464	Jeff Mosley	2908 Haden Dr.
1693	Hieu Trung Do	2909 Haden Dr.
2054	Bob Decker	2910 Haden Dr.
2106	James Dunn	2914 Haden Dr. #25
3162	Lawrence Caldwell	2914 Haden Dr. #20
2558	Nathan Mulch	3004 Haden Dr. #27
2167	Shantley Hill	3005 Haden Dr. #28
2491	John Rolfes	3000 Haden Dr. #26
1336	Rustic Meadows Tr. Ct.	Northland Drive
1337	Blueridge Village	Northland Drive
1340	Harry Minor	Northland Drive
2665	Melvin Chandler	2801 Northland Dr
1869	Robert Elder	2811 Northland Dr.
4920	Andrew Guti	2816 Northland Dr.
5290	Julia Guti	2908 Northland Dr.

0498	Wendy Noren	3106 Blackberry Ln
0277	Wm. Murray	3107 Blackberry Ln.
3396	Victoria Wilson	3201 Blackberry Ln.

Southland, Southland Way & Okeefe Subdvision:

0372	Marvin Spaur	3409 Southland Way
0310	Donald Stout	3414 Southland Way
0374	Romie Morgan	3415 Southland Way
0211	Tamara S. Sprenger	3603 Southland
0270	Sally Froese	3606 Southland
0206	Bill Neal	3609 Southland
0601	Stanly Landon	3610 Southland Dr
0599	Nancy Browning	3613 Southland Dr.
0535	Mary Lenox	3616 Southland Dr.
0534	Carla Beckman	3618 Southland Dr.
0209	Heidi Anderson	3619 Southland Dr.
0349	Jason Brandkamp	3621 Southland Dr
0152	Paul Lineberry	3624 Southland Dr
0216	James Burton	3627 Southland Dr.
0168	Miller Scott	3703 Southland Dr.
0183	Vel Marchand	3704 Southland Dr.
0190	Dian Volkmer	3708 Southland Dr.
0319	J.C. Wright	3713 Southland Dr.
2939	Jerry Skinner	3808 Southland Dr.
0363	William Palmer	3809 Southland Dr.
0943	Andrew Gray	3016C Rock Quarry Rd.
0932	John Patterson	3112 Rock Quarry Rd.
0574	Joe Burks	3406 Rock Quarry Rd.
0399	Dan Pritchard	3505 Rock Quarry Rd.
0256	James Drury	3510 Rock Quarry Rd.
0095	Jacalyn Craig	3511 Rock Quarry Rd.
0519	Charles Rodgers	3605A Rock Quarry Rd.
0523	Pamela Rodgers	3605B Rock Quarry Rd.
0504	Rachel Willis	3611A Rock Quarry Rd.
0505	Jennifer Boyd	3611B Rock Quarry Rd.
0530	Mary Bosh	3701 Rock Quarry Rd.
0521	Nedra Bosh	3703 Rock Quarry Rd.
3207	Ryan Amundson	3910 Rock Quarry Rd.
3208	Anne Maher	3912 Rock Quarry Rd.
3210	Marcus Duschell	3916 Rock Quarry Rd.
3211	Kris Bockting	3918 Rock Quarry Rd.
3212	Thomas Sullivan	3920 Rock Quarry Rd.

4736	Diana Elkins	700 Prairie View Dr
4755	David Boren	702 Prairie View Dr.
3743	Gregory Cupp	703 Prairie View Dr.
4715	Edward Stewart	704 Prairie View Dr.
3741	Michael Zimmerman	705 Prairie View Dr.
4579	James Blanton	708 Prairie View Dr.
4192	Sue Murphy	712 Praire View Dr.
4249	Michael Terry	716 Praire View Dr.
4139	Brenda Spencer	800 Prairie View Dr.
3986	Christina Ambra	801 Prairie View Dr.
4029	Teresa McNeely	804 Prairie View Dr.
4138	Randy Turner	805 Prairie View Dr.
4727	Cynthia Cameron	808 Prairie View Ln
4363	Dennis Heun	811 Praire View Ln
6549	William Henry	812 Praire View Ln
6418	D. Scott Miniea	815 Praire View Ln
6257	Cinthia Cameron	808 Prairie View Ln.
4701	Larry Mossaller	909 Prairie View Ln.
1471	Sheri Dean	3532 Creasy Springs #1B
1470	D. Wilie	3530 Creasy Springs
2279	Lawrence Kenny	3604 Creasy Springs
1984	Randy Ham	3600 Creasy Springs
1982	Chad Grider	3512 Creasy Springs
1412	Willie Callais	3508 Creasy Springs
2301	Alan Forbis	3504 Creasy Springs
4028	Mikel Ardrey	3500 Creasy Springs
1957	Brian Gordon	821 Praire Lane

Ashby West:

4527	Danielle Booth	4230 Bethany Dr.
4528	Michael Wilson	4228 Bethany Dr.
4529	Cheryl Rosenfild	4226 Bethany Dr.
4530	Earl Kraus	4224 Bethany Dr.
4531	Kenneth Mueller	4222 Bethany Dr.
4532	Janice Welday	4220 Bethany Dr.
4533	Mazda hakimi	4218 Bethany Dr.
4534	Amy Guenther	4216 Bethany Dr.
6195	Selissa Ricker	4200 Bethany Dr.
6196	Andre Whitley	4202 Bethany Dr.
6156	Starletta Tucker	4180 Bethany Dr.
6157	Terri Pendergrass	4182 Bethany Dr.
6344	Paul Stewart	4120 Bethany Dr.
6345	Theresea Swenson	4122 Bethany Dr.
6120	Crystal Gilbert	4103 Bethany Dr.

4274	Howard Carlson	3455 Old Ridge Road
4417	Thomas Trabue	3530 Old Ridge Rd
4589	Kenneth Caspall	3570 Old Ridge Rd.
3411	Carolyn McBrien	3605 Old Ridge Rd.
4581	Hiram Watson	3630 Old Ridge Rd.
3410	Ann Shay	3665 Old Ridge Rd.
3921	Vacant	3680 Old Ridge Rd.
3799	Michale Acuff	3700 Old Ridge Rd.
4517	Justus Griffin	3730 Old Ridge Rd.
5924	Donald Zielinski	3252 Old Ridge Rd.
5538	Alan Wessler	2702 Willow Bark Ct
5259	Richard Robinson	2754 Willow Bark Ct.
5462	James Weisbrook	2805 Willow Bark Ct.
5785	Christopher Kelly	2735 Shag Bark Ct.
3795	Niels Beck	2775 Shag Bark Ct.
3319	GARY Wittstruck	2780 Shag Bark Ct.
3238	Steve O' Rourke	2810 Shag Bark Ct.
4640	Ben Kutzs	2815 Shag Bark Ct.
3916	Sara Quinn	3720 Cherry Bark Ct.
4928	William Burkett	3775 Cherry Bark Ct.
3822	Paul Burris	3780 Cherry Bark Ct
4938	Steve Wainstock	3800 Cherry Bark Ct.
6173	Liola Jankowski	3180 Country Woods
5804	John Welek	3212 Country Woods
6367	Philip Frye	3231 Country Woods
5715	Carl Esbeck	3264 Country Woods
6109	Randall Wright	3271 Country Woods
5880	Jack Rader	3326 Country Woods
5917	Sharon Bailey	3378 Country Woods
5940	Robert Seltsam	3381 Country Woods
4576	Sherilyn Childers	3391 Country Woods
6229	Dale Elletson	3400 Country Woods
6298	George Stuart	3411 Country Woods
6145	Alex Waigandt	3432 Country Woods
5844	Ted Schwaratz	3464 Country Woods
5042	Stephen Gaither	3590 Country Woods
0208	Vacant	3603 Country Woods
3958	Walter Boggeman	3650 Country Woods
4787	Daniel Knudson	3770 Country Woods
3384	Ovid Tinsley	3830 Country Woods
2890	Kenneth Sadler	3900 Country Woods
5207	Mark Vaporean	2733 Willowbark Ct.
5542	William Meers	2746 Willowbark Ct.
5168	Christopher Schmitt	2812 Willowbark Ct.
2810	Margaret Alspaugh	2810 Shagbark Ct.

2486 Paul Hingle 5205 Forest Glen Dr.

Country Farms

0873	Michell Ellison	3100 Old Field Rd.
4390	John Gardner	3101 Old Field Rd.
3320	Robert Rothwell	3300 Old Field Rd.
3143	John Moore	3301 Old Field Rd.
3144	Partricia Jones	3500 Old Field Rd.
4607	William Zschoche	3501 Old Field Rd.
4217	Patricia Brooks	3601 Old Field Rd.
3055	Raymond Johnston	4001 S. Old Mill Cr. Rd.
4345	Larry Harper	3500 Vawter School Rd.
3786	Jerry Murrell	3600 Vawter School Rd.
3305	Wm. Wilder	4301 Vineyard Dr.
3651	Wm. Allen	4801 Vineyard Way
3987	Daniel Atwill	3300 Arbor Way
5208	Joe Dillard	3535 Arbor Way
3301	Glen Cooper	4501 Harvest Rd.
3145	Jeff Scott	4600 Harvest Rd.
6686	Dick Graves	Old Mill Cr. Rd.
3055	Raymond Johnston	4001 Old Mill Cr. Rd.
3379	Stanley Elmore	4401 Old Mill Cr. Rd.
4011	Wm Davis	4500 Old Mill Cr. Rd.
3654	Gary Mayfield	4501 Old Mill Cr. Rd.
3228	Becky King	4601 Old Mill Cr. Rd.
4852	John Stafford	4861 Old Mill Cr. Rd.
4594	Wm. Wulff	Lot 30 Country Farms

Millcreek:

5137	Donald Farris	2670 Millcreek Ct.
3856	Bob Stewart	2720 Millcreek
4525	Francis Otradovec	2730 Millcreek
4924	Wm. Akerson	2800 Millcreek
4481	Theresa Mandy	2845 Millcreek
4081	Shari Palmer	2850 Millcreek
4538	Craig Simon	2620 Millcreek
4880	John Gordon	2625 Millcreek
5721	Ronald Woods	2675 Millcreek
5446	Mike Wulff	2711 Millcreek
4395	Charles Wilson	2435 Millcreek
5241	Linda O'Keefe	2753 Millcreek
6318	Carroll Wilkerson	2790 Millcreek
4824	Stephen Reller	2860 Millcreek