

**City of Hannibal/PWSD No. 1 of Ralls County, Missouri
Water Territorial Agreements**

**APPENDIX A
TERRITORIAL AGREEMENTS**

100 21 2002

TERRITORIAL AGREEMENT FOR LOT SIX OF CERV SUBDIVISION

This agreement, made and entered into this 19th day of December 2002, by and between the Hannibal Board of Public Works of the City of Hannibal, Missouri, a Municipal Corporation (hereinafter called "Board") and Public Water Supply District No. 1 of Ralls County, Missouri (hereinafter called "District"):

WITNESSETH:

WHEREAS, the Board is authorized by law to provide water services within and without boundaries of the City; and

WHEREAS, the District is authorized by law to provide water services within the boundaries of the district; and

WHEREAS, duplication of facilities in areas directly served by both the Board and the District entails waste of resources and increased consumer costs; and

WHEREAS, Board and District desire to avoid wasteful duplication of services and undue costs to their respective customers.

NOW, therefore Board and District agree as follows:

1. The Parties wish to enter into a territorial agreement pursuant to the provisions of Mo. Re. Statutes Section 247.172, or similar procedure, for the territory described as follows:

A tract of land lying in the Northwest Quarter of the Northwest Quarter of Section twenty-six (26), Township Fifty-seven (57), Range (5) West, Marion County, Missouri, and being more fully described as follows to-wit:

Commencing at a 5/8 iron pin marking the Northwest corner of section Twenty-six (26), thence along the West line of said Section Twenty-six (26), South 00 degrees and 04 minutes East 454.94 feet to a 5/8 inch iron pin on the South right-of-way of U.S. Route #36, thence continuing along the West line of said Section Twenty-six (26) a distance of Two Hundred Thirty-three (233.00) feet to the point of beginning; thence North 87 degrees, 43 minutes and 42 seconds East Three hundred Sixty (360.00) feet; thence South 00 degrees, 03 minutes and 51 seconds East Two Hundred Sixteen and 28/100 (216.28) feet; thence South 87 degrees, 43 minutes and 42 seconds West Three Hundred Sixty (360.00) feet; thence North 00 degrees, 03 minutes and 51 seconds West along the section line Two Hundred Sixteen and 28/100 (216.28) feet to the point of beginning, containing 1.79 Acres, more or less, and is subject to easements and right-of-ways of record or not of record, if any. As per Survey #99-711 of Harold R. Crane, registered Land Surveyor #1111-Missouri, during December of 1999. This is also known as Lot Six (6), CERV subdivision.

2. All prior boundaries of the Public water Supply District No. 1 of Ralls County, Missouri and of the Hannibal Board of Public Works shall remain unchanged except for the above referenced tract.

3. The Board and District shall continue to provide water service to their existing customers in accordance with their respective rules and regulations and any applicable state and federal laws, except as otherwise set forth in this Agreement.

4. The Board shall compensate the District by single lump payment in the amount of \$5,000.00.

5. This Agreement may be disclosed in any application process by the District or Board for any loans that could have an effect on any future territorial rights.

6. The terms of this Agreement may not be modified, repealed or changed except by a written document executed by the parties, and approved by their respective governing bodies and the Missouri Public Service Commission.

7. The parties recognize that neither this agreement nor approval of this Agreement by the Missouri Public Service Commission shall in any way affect or diminish the rights of any water supplier not a party to this Agreement to provide water service within the water service areas set forth in this Agreement. (Section 247.172(5) RSMo. or similar procedure) The parties further recognize that the City may enter into territorial agreements with other water suppliers pertaining to the water service area of the City described herein and that the District may enter into territorial agreements with other water suppliers pertaining to the water service area of the District described herein.

8. In the event this Agreement is not approved by the US Department of Agriculture and/or the Missouri Public Service Commission within one year after the date of this Agreement, this Agreement shall thereupon automatically become null and void.

9. The purchase price of \$5,000.00 shall be transferred by the Hannibal Board of Public Works to the District and the same shall be held by the District for general purposes. The parties agree that United Industries Credit Union, as current occupant of the above territory, may reconnect to a certain water meter which it had previously been connected and the parties acknowledge that said water service will be provided by the Hannibal Board of Public Works on a temporary basis until such time as this agreement is approved or disapproved by the US Department of Agriculture and/or the Missouri Public Service Commission. In the event said approval is not obtained then said water service shall be disconnected and the \$5,000.00 to be held by the District shall be returned.

9.01 All costs and attorney fees associated with obtaining US Department of Agriculture and/or the Missouri Public Service Commission approval of this territorial purchase, or detachment, as the case may be, shall be paid by the Board and not by the District. Provided, however, that the

Board shall not be responsible for payment of legal fees or legal expenses incurred by the District for this procedure.

10. This Agreement shall be bidding upon the parties hereto and their successors and assigns.

BOARD OF PUBLIC WORKS

By: [Signature]
President

ATTEST:

Robert L. Heiser Jr.
Secretary

CITY OF HANNIBAL

By: Roy G. Hark
Mayor

ATTEST:

M.B. Bawls
City Clerk

**PUBLIC WATER SUPPLY DISTRICT NO. 1 OF
RALLS COUNTY, MISSOURI**

By: [Signature]
President

ATTEST:

[Signature]
Secretary

This Contract is approved on behalf of the United States Department of Agriculture this
24th day of MARCH 2003.

By: Heather McElwain, RAS
USDA

MAR 9 1997

TERRITORIAL AGREEMENT

This Agreement, made effective as of the date set forth below, by and between the HANNIBAL BOARD OF PUBLIC WORKS OF THE CITY OF HANNIBAL, MISSOURI, a Municipal Corporation (hereinafter called "Board") and PUBLIC WATER SUPPLY DISTRICT NO. 1 OF RALLS COUNTY, MISSOURI (hereinafter called "District"):

WITNESSETH:

WHEREAS, the Board is authorized by law to provide water services within and without 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, duplication of facilities in areas directly served by both the Board and the District entails waste of resources and increased consumer costs; and

WHEREAS, Board and District desire to avoid wasteful duplication of services and undue costs to their respective customers.

NOW, THEREFORE, the Board and District agree as follows:

1. The Parties wish to enter into a territorial agreement pursuant to the provisions of Section 247.172 RSMo., and corresponding federal and state regulations, for the territory described as follows:

A part of the West half of the Southwest Quarter of the Northeast Quarter of Section 27 in Township 57 North of the Base Line, Range 5 West of the Fifth Principal Meridian, Marion County, Missouri, described as follows:

Commencing at the southwest corner of the West half of the Southwest Quarter of the Northeast Quarter of said Section 27; thence North 00 degrees 09 minutes 11 seconds East along the west line of said Northeast Quarter a distance of 598.08 feet to the point of beginning; thence North 00 degrees 09 minutes 11 second East continuing along said west line, a distance of 370.00 feet; thence South 89 degrees 55 minutes 23 seconds East parallel with the north line of the Southwest Quarter of said Northeast Quarter a distance of 653.76 feet to a point on the east line of the West half of the Southwest Quarter of said Northeast Quarter; thence South 00 degrees 05 minutes 59 seconds West along said east line a distance of 370.00 feet; thence North 89 degrees 55 minutes 23 seconds West parallel with the north line of the Southwest Quarter of said Northeast Quarter a distance of 654.11 feet to the point of beginning; containing

5.555 acres, more or less, inclusive of road right of way along the west side and being subject to easements of record. (the "Territory")

2. All prior boundaries of the District and of the Board shall remain unchanged, except for the Territory.

3. The Board and District shall continue to provide water service to their existing customers in accordance with any applicable federal and state laws, and their corresponding regulations and rules, except as otherwise set forth in this Agreement.

4. The Board shall compensate the District by a single lump payment in the amount of Five Thousand and 00/100 Dollars (\$5,000.00).

5. This Agreement may be disclosed in any application process by the District or Board when applying for any loans that could have an effect on future territorial rights.

6. The terms of this Agreement may not be modified, repealed or changed except by a written document executed by the parties, and approved by their respective governing bodies and the Missouri Public Service Commission ("MPSC").

7. The parties recognize that neither this Agreement nor approval of this Agreement by the MPSC shall in any way affect or diminish the rights of any water supplier not a party to this Agreement to provide water service within the water service areas set forth in this Agreement, pursuant to Section 247.172, RSMo. Except for the Territory, the parties further recognize that the Board may enter into territorial agreements with other water suppliers pertaining to the water service area of the Board described herein and that the District may entered into territorial agreements with other water suppliers pertaining to the water service area of the District described herein.

8. In the event this Agreement is not approved by the U.S. Department of Agriculture ("USDA") and/or the MPSC within one (1) year after the date of this Agreement, this Agreement shall be automatically void.

9. The purchase price of Five Thousand and 00/100 Dollars (\$5,000.00) shall be transferred by the Board to the District which shall be held by the District for general purposes. The Board and the District agree that Perry State Bank, as current occupant of the Territory, may connect to a water meter for water service to be provided by the Board on a temporary basis until such time as this Agreement is approved or disapproved by the USDA and/or the MPSC. In the event approval is not obtained within the one (1) year period, the water service shall be disconnected and the Five Thousand and 00/100 Dollars (\$5,000.00) to be held by the District shall be returned to the Board.


10. All costs associated with obtaining approval of the USDA and/or the MPSC of this Agreement, shall be paid by the Board and not by the District; provided, however, that the Board shall not be responsible for payment of the District's attorney fees or other legal expenses relating to this Agreement.

11. This Agreement shall be binding upon the parties hereto and their successors and assigns.

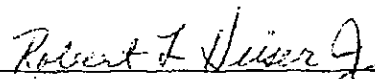
12. This Agreement shall be controlled by and interpreted using the laws of the State of Missouri and the court located in the county and state in which the Territory is located shall have jurisdiction over any action brought in connection with this Agreement.

13. The effective date of this Agreement is the last date upon which a party hereto signs the Agreement. This Agreement may be executed in one or more counterparts, including a photocopy or facsimile thereof, each of which shall be deemed to be an original, including the signature thereon, but all of which together shall constitute one and the same agreement.

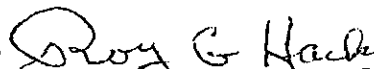
Date: 2-18, 2003 HANNIBAL BOARD OF PUBLIC WORKS

By 
Its PRESIDENT


ATTEST:

By 
Its SECRETARY

Date: 2-18, 2003 CITY OF HANNIBAL

By 
Its Mayor

ATTEST:

By 
Its City Clerk

Date: 3/20, 2003

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

By E. Keith Hooper
Its Board President

ATTEST:

By Ronda C. Cline
Its District Clerk

This Agreement is approved on behalf of the United States Department of
Agriculture this 24th day of March, 2003

By Leann McClanahan

Name Leann McClanahan

Title RDC

**TERRITORIAL AGREEMENT FOR HOTEL PROPERTY IN CERV
SUBDIVSION**

This agreement, made and entered into this 17TH day of JUNE, 2003 by and between the Hannibal Board of Public Works of the City of Hannibal, Missouri, a Municipal Corporation (hereinafter called "Board") and Public Water Supply District No. 1 of Ralls County, Missouri (hereinafter called "District"):

WITNESSETH:

WHEREAS, the Board is authorized by law to provide water services within and without boundaries of the City; and

WHEREAS, the District is authorized by law to provide water services within the boundaries of the district; and

WHEREAS, duplication of facilities in areas directly served by both the Board and the District entails waste of resources and increased consumer costs; and

WHEREAS, Board and District desire to avoid wasteful duplication of services and undue costs to their respective customers.

NOW, therefore Board and District agree as follows:

1. The Parties wish to enter into a territorial agreement pursuant to the provisions of Mo. Re. Statutes Section 247.172, or similar procedure, for the territory described as follows:

Tract 1. A tract of land being the Northern part of Lot 2 of Smith and Campbell Subdivision, a re-subdivision of all of Lots 1, 2 and 3 in CERV Subdivision, a subdivision being part of the Northwest Quarter of the Northwest Quarter of Section 26, Township 57 North, Range 5 West, in the City of Hannibal, Marion County, Missouri and being more fully described as follows to-wit;

Beginning at the Northeast corner of Lot 2 of said Smith and Campbell Subdivision, said point also being the Northeast corner of Lot 1 of said CERV Subdivision, thence South 00 degrees, 01 minute and 00 seconds West along the East line of said Lot 2 of Smith and Campbell Subdivisions 404.13 feet to the Southeast corner of the North 129.00 feet of Lot 2 of said CERV Subdivision; thence South 87 degrees, 43 minutes and 38 seconds West along the South line of said North 129.00 feet 337.07 feet to the West line of said Lot 2 of Smith and Campbell Subdivision; thence North 00 degrees, 03 minutes and 52 seconds West along said West line 129.00 feet to the Southwest corner of Lot 1 of said Smith and Campbell Subdivision; thence North 87 degrees, 43 minutes and 42 seconds East along the line common to Lots 1 and 2 of said Smith and Campbell Subdivision 218.76 feet to the Southeast corner of said Lot 1; thence North 00 degrees, 01 minutes and 00 seconds East along the line common to said Lots 1 and 2 of said Smith and Campbell Subdivision 275.13 feet to the North corner common to said Lots 1 and 2 on the South right-of-way of U.S. Route #36; thence North 87 degrees, 43 minutes and 42 seconds East along said right-of-way and the North line of said Lot 2 of Smith and Campbell Subdivision 118.50 feet to the Point of Beginning, containing 1.75 Acres, more or less, with the above described being subject to easements as set forth on the Plat of said Smith and Campbell Subdivision, other easements and rights-of-way of record or not of record in any, and subject to the Restrictions and Covenants as set forth on the Plat of said CERV Subdivision filed for record on the 16th day of July, 2001 and recorded in Book 9 at page 48 of the Marion County Deed Records.

Tract 2. Lot Four (4) located in CERV Subdivision of a tract of land being part of the Northwest Quarter of the Northwest Quarter of Section Twenty-six (26), Township Fifty-seven (57) North, Range Five (5) West, in the City of Hannibal, Marion County, Missouri, consisting of approximately 1.82 acres, more or less.

2. All prior boundaries of the Public Water Supply District No. 1 of Ralls County, Missouri and of the Hannibal Board of Public Works shall remain unchanged except for the above referenced tract.

3. The Board and District shall continue to provide water service to their existing customers in accordance with their respective rules and regulations and any applicable state and federal laws, except as otherwise set forth in the this Agreement.

4. The Board shall compensate the District by single lump payment in the amount of \$53,517.00.

5. This Agreement may be disclosed in any application process by the District or Board for any loans that could have an effect on any future territorial rights.

6. The terms of this Agreement may not be modified, repealed or changed except by a written document executed by the parties, and approved by their respective governing bodies and the Missouri Public Service Commission.

7. The parties recognize that neither this agreement nor approval of the Agreement by the Missouri Public Service Commission shall in any way affect or diminish the rights of any water supplier not a party to this Agreement to provide water service within the water service areas set forth in this Agreement. (Section 247.172(5) RSMo. or similar procedure) The parties further recognize that the City may enter into territorial agreements with other water suppliers pertaining to the water service area of the City described herein and that the District may enter into territorial agreements with other water suppliers pertaining to the water service area of the District described herein.

8. In the event this Agreement is not approved by the US Department of Agriculture and/or the Missouri Public Service Commission within one year after the date of this Agreement, the Agreement shall thereupon automatically become null and void.

9. The payment of \$53,517.00 shall be transferred by the Hannibal Board of Public Works to the District and the same shall be held and used by the District for extension and improvement purposes.

10. All costs and attorney fees associated with obtaining US Department of Agriculture and/or the Missouri Public Service Commission approval of this territorial purchase, or detachment, as the case may be, shall be paid by the Board and not by the District. Provided, however, that the Board shall not be responsible for payment of legal fees or legal expenses incurred by the District for this procedure.

11. This Agreement shall be binding upon the parties hereto and their successors and assigns.

BOARD OF PUBLIC WORKS

By:

President

ATTEST:

Robert L. Hassen

Secretary

CITY OF HANNIBAL

Roy G. Hark

Mayor

ATTEST:

M.B. Baudendistel

City Clerk

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

By:

President

ATTEST:

Ronda Calen

Secretary

This Contract is approve on behalf of the United States Department of Agriculture this
_____ day of _____, 2003.

By: _____