



MEMORANDUM

Issue: **ASSET PURCHASE AGREEMENTS FOR RDE WATER COMPANY & TUSCANY HILLS WATER AND SEWER.**

Date: February 14, 2021

Submitted By: Travis Cossey/Doug Colvin/Jason Stutesmun

Background

At the October 25th council meeting, staff introduced the acquisition of the RDE Water Company and Tuscany Hills Water and Sewer systems. The city was initially contacted by the owners of the systems last year. After being approached, staff investigated the two privately owned systems and compiled information to present to council for their potential purchase. That due diligence provided the following information for consideration by council:

- Service Territories and System Schematics
- System Values & Purchase Prices
- Revenue Potential
- Operations and Investments
- Benefits to the City and Nixa Water Utility
- Initial Estimated O&M vs. Revenue

After presentation of this information and a recommendation from staff that we pursue the acquisition of the two systems, council directed staff to move forward with preparation of an Asset Purchase Agreement (APA) for their purchase. Utilizing the services of Healy Law Offices, the APA's were drafted and have been executed by the two parties.

Analysis

The attached Ordinances and APAs contain the details of the acquisition including the purchase price, assets, property, and real estate connected with the two systems. As detailed in the APA for the RDE Water Company, the city will obtain ownership of the system for \$2,500,000. The purchase price includes the following:

- Two utility capacity wells with a total current production capacity of 870 gallons per minute (GPM).
- One 250,000-gallon ground storage tank with booster pumps and well located on two parcels totaling 29,055 SF.
- One 47,000-gallon standpipe tower and well located on a 7,500 SF parcel.

- Approximately 28.5 miles of 2" through 10" PVC water mains with 72 fire hydrants.
- 1,072 residential customers, 66 commercial customers and a single 4" master meter serving English Village.

The APA for the Tuscany Hills water and sewer system establishes a purchase price of \$500,000 which includes the following:

- One utility capacity well and 60,000-gallon standpipe located on a 10,434 SF parcel.
- Water line infrastructure consisting of 6" and 8" water mains serving 87 residential and 3 commercial customers.
- A Sand Filtration sewer treatment facility located on a 66,092 SF parcel.
- One lift station and 8" sewer mains serving 87 residential, 3 commercial customers and a church.

Based on staff's assessment, purchase of both the RDE water and Tuscany Hills water & sewer systems will provide a benefit to the city. The well and property assets allow for us to make planned improvements to our existing system at a lesser cost and shorter timeline while also enhancing both systems. These systems also have the ability to be expanded which will allow us to provide city services for future improvements to Eoff Park and provide additional benefits for future economic development opportunities that do not currently exist in north Nixa.

Recommendation

Staff recommends approval of ordinance #2022-025 and #2022-026.

1 AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE
2 MAYOR TO EXECUTE AN ASSET PURCHASE AGREEMENT WITH REX
3 DEFFENDERFER ENTERPRISES, INC. FOR THE ACQUISITION OF A CERTAIN
4 WATER SYSTEM.

5 _____
6
7 **WHEREAS** the City and the Rex Deffenderfer Enterprises, Inc. ("RDE") have been
8 in negotiations regarding the City's acquisition of certain water infrastructure currently
9 owned by RDE; and

10
11 **WHEREAS** the negotiations have culminated in the Asset Purchase Agreement
12 ("Agreement") which is attached hereto as "Council Bill Exhibit A": and

13
14 **WHEREAS** the City Council finds that the acquisition contemplated herein will
15 assist the City with planned improvements to the City's public infrastructure as well as
16 positioning the City to provide planned future improvements; and

17
18 **WHEREAS** the City Council desired to authorize the Mayor to execute the
19 Agreement with Tuscany Hills, as provided for herein.

20
21 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**
22 **NIXA, AS FOLLOWS, THAT:**

23
24 **SECTION 1:** The Mayor, or designee, is hereby authorized to execute the "Asset
25 Purchase Agreement" ("Agreement") attached hereto, and incorporated herein by this
26 reference, as "Council Bill Exhibit A," with the Rex Deffenderfer Enterprises, Inc. Said
27 Agreement shall be in substantially similar form as the document attached hereto as
28 "Council Bill Exhibit A." The Mayor and the officers of the City are hereby authorized to
29 do all things necessary or convenient to carry out the terms and intent of this Ordinance.

30
31 **SECTION 2:** This Ordinance shall be in full force and effect from and after its final
32 passage by the City Council and after its approval by the Mayor, subject to the provisions
33 of section 3.11(g) of the City Charter.

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35
36 **[Remainder of page intentionally left blank. Signatures follow on next page.]**
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47 **ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____ 2022.**
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49

50 **ATTEST:**
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52 _____
53 CITY CLERK
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PRESIDING OFFICER
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56 **APPROVED BY THE MAYOR.**
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58 **ATTEST:**
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60 _____
61 CITY CLERK
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MAYOR
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65 **APPROVED AS TO FORM:**
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67 _____
68 CITY ATTORNEY

DATE OF APPROVAL

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement"), dated and effective as of _____, 20__ ("Effective Date"), is entered into by and between Rex Deffenderfer Enterprises, Inc., a for-profit business under the laws of Missouri, ("Seller"), and the City of Nixa, Missouri, a municipality organized under the laws of the State of Missouri ("Buyer"). Throughout this Agreement, Buyer and Seller are sometimes referred to each as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller has developed, and operates a regulated water system, in an area of Christian County, Missouri, to include the water system known as "RDE Water Company," some parts of which are situated on easements and real property owned by Seller, more particularly described and depicted in the documents attached hereto as **Exhibits "A" and "B"**, (herein after the "System"); and,

WHEREAS, Buyer is a political subdivision and a constitutional charter city organized and existing under the laws of the State of Missouri with all the requisite power necessary to enter into the transaction described hereinafter; and,

WHEREAS, Seller desires to sell all the assets, property, and real estate connected with the System; and,

WHEREAS, Buyer desires to purchase all of the assets, property, and real estate connected with the System; and,

NOW THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 **Definitions.** For purposes of this Agreement, the following terms shall have the respective meanings set forth below.

"Assets" means Seller's right, title, and interest in and to the System, the design and engineering of the System, and all of the properties, assets and rights comprising the System, whether tangible, intangible or personal and wherever located, except for the Excluded Assets, free and clear of any liens or encumbrances of any kind whatsoever, specifically including, without limitation, the following:

- A. The System as particularly described and depicted in **Exhibits “A” and “B”**
- B. The real estate listed, owned in fee simple by Seller on the Effective Date, together with any improvements erected thereon (“Fee Owned Real Property”) along with all interests in easements, rights of way, permits, and other Real Property Entitlements associated with the System (the “Real Property Entitlements,” together with the Fee Owned Real Property constitute the “Transferred Real Property”) generally described in **Exhibit “B”**, attached hereto;
- C. All of Seller’s water service facilities, equipment, lines, plant, pipes, valves, fire hydrants, manholes and appurtenances, along with all machinery, supplies, materials, fixtures (such as meters, tools, devices, mobile work equipment), supplies and other tangible items and personal property (“Plant and Equipment”) located in Christian County, Missouri, and used or held for use in connection with the System, along with any rights to the warranties and licenses received from manufacturers of the Plant and Equipment as generally described in **Exhibit “C”**, attached hereto;
- D. The following items intended to be used or consumed at the System in the Ordinary Course that are on hand at the System or owned as of the Closing; to include spare, replacement or other parts; tools, special tools, lubricants, chemicals, fluids, fuel oil, lubricating oils, supplies filters, fittings, connectors, seals, gaskets, hardware, wire and other similar materials; maintenance and shop supplies and other similar items of personal property in existence as of the Closing (“Inventory”), all as set forth in **Exhibit “D”**, attached hereto;
- E. All of Seller’s rights, title and interest in and to any franchise agreements, franchise rights, contracts, supply contracts, agreements, and customer deposits (“Contracts, Agreements and Customer Deposits”) pertaining to, allocatable to or arising out of the provision of water service in Christian County, Missouri as generally described in **Exhibit “E”**, attached hereto;
- F. All of Seller’s good will, and general intangibles including accounts receivable pertaining to the System, except accounts receivable accrued prior to the Closing of this sale; and
- G. Subject to the receipt of necessary consents and approvals, and to the extent transferrable under applicable law, rights under all Permits relating to the System; and

- H. To the extent legally transferrable, all unexpired third-party warranties, indemnities and guarantees in relation to any of the equipment, Inventory, and personal property described in this Definition of Assets; and
- I. All Intellectual Property, engineering plans, know-how, goodwill and similar to or related assets of Seller relating to the System and variations thereof; and
- J. All site plans, surveys, plans and specifications, engineering, electrical and mechanical plans and studies, landscape plans, appraisals, feasibility studies, environmental studies and other plans and studies of any kind if existing and in the possession or subject to the control of Seller relating to the Transferred Real Property and the System; and
- K. Original, or where not available, copies, of all books records, files, manuals, equipment maintenance files, production and reliability data, research and development files, correspondence with any Governmental Authority with respect to the System, sales material, and records (including price history, sales, terms and conditions of sales) and similar documentation related to the System and the Assets, but not including any entity books and records of the Seller ("Records"); and
- L. All other Assets set forth in the Exhibits attached hereto.

"Bill of Sale" means a certain Bill of Sale to be executed and delivered by Seller at Closing. The form of the Bill of Sale shall be in substantially similar form as the document attached hereto, and which is incorporated herein by this reference, as, **Exhibit "F"**.

"Business" means the business of providing water and ancillary services from the System, as managed and operated by Seller on the date hereof, and any business activities of Seller incidental to the foregoing.

"Closing Date" means the date on which the Closing occurs.

"Contract" means any written contract, lease, license, evidence of indebtedness, mortgage, indenture, purchase order, binding bid, letter of credit, security agreement or other written and legally binding arrangement.

"Due Diligence Information" means information provided or made available to Buyer or its representatives or agents, including, without limitation, any information, document, or material provided or made available, or statements made, to Buyer, its representatives and/or agents during site or office visits, in any management discussions or supplemental due diligence information provided to Buyer, its

representatives and/or agents, in connection with discussions with management or in any other form in expectation of the purchase.

“Fee Owned Real Property” means the real property listed on **Exhibit “B”** owned in fee simple by Seller on the Effective Date, together with any improvements erected thereon.

“General Warranty Deeds” means those certain General Warranty Deeds with respect to the Fee Owned Real Property to be executed and delivered by Seller at Closing. The form of the General Warranty Deeds shall be in substantially similar form as the document attached hereto, and which is incorporated herein by this reference, as **Exhibit “G”**.

“Governmental Authority” means any court, tribunal, arbitrator, authority, agency, commission, legislative body, official or other instrumentality of the United States or any state, county, city or other political subdivision or similar governing entity, and including any governmental, quasi-governmental or non-governmental body administering, regulating or having general oversight over water or water systems, including without limitation the Missouri Public Service Commission and the Missouri Department of Natural Resources.

“Law” or “Laws” means all laws, statutes, rules, regulations, charters, ordinances, and other pronouncements having the effect of law of any Governmental Authority.

“Ordinary Course” means the ordinary and normal course of Seller’s conduct of business consistent with past practice and operation of the System employed by Seller.

“Permits” means the material permits, licenses, franchises, variances, exceptions, orders and other authorizations, consents and approvals from Governmental Authorities which relate to the operation of the System or any Assets that are used or held by Seller in connection with the operation of the System, and the holder thereof.

“Real Property Entitlements” means the easements, rights of way, real property licenses and other Real Property Entitlements associated with the System or listed on **Exhibits “A” and “B.”**

“System” means the regulated water system operated by Seller in Christian County, Missouri, and includes the water system known as “RDE Water Company,” some parts of which are situated on easements and real property owned by Seller, and being more particularly described and depicted in the documents attached hereto as **Exhibits “A” and “B.”**

"Tax" or "Taxes" means any income, profits, franchise, withholding, ad valorem, personal property (tangible and intangible), real property, employment, payroll, sales and use, social security, disability, occupation, property, severance, excise, and other taxes (including any payments in lieu of taxes), including any interest, penalty, or addition thereto.

"Transaction Documents" means this Agreement and each of the other documents and instruments contemplated hereby, and which are to be delivered by Seller and Buyer at Closing.

"Transferred Real Property" means the Fee Owned Real Property and the Real Property Entitlements.

ARTICLE 2 PURCHASE AND SALE

Section 2.01 **SALE OF ASSETS.** Pursuant to the terms set forth in this Agreement, for and in consideration of the receipt of the Purchase Price, as set forth below, and the covenants and promises hereinafter set forth, Seller agrees that on the date of the Closing, Seller shall sell, transfer, assign and deliver to Buyer all of Seller's then existing Assets, shown in **Exhibits "A," "B," "C," "D," and "E"** free and clear of all liens and encumbrances of any kind pertaining to the provision of water service and the System located in Christian County.

A. EXCLUDED ASSETS. Notwithstanding anything herein to the contrary, the Assets are only the properties and Assets transferred to Buyer under this Agreement. Without limiting the foregoing, the Assets do not include the properties and assets of Seller listed or described below ("Excluded Assets"):

1. Cash, bank accounts, certificates of deposit and other cash equivalents and advance payments, pre-paid expenses and deposits and refunds, including advances to suppliers, checks in transit and un-deposited checks;
2. All of Seller's accounts and notes receivable as of 11:59 pm on the Closing Date;
3. All of Seller's files and records related to the Excluded Assets or Excluded Liabilities;
4. All Claims for refund or credit of Taxes and other Governmental Authority charges of whatever nature to the extent attributable to the period prior to and including the Closing Date;

5. All rights to Claims, refunds or adjustments with respect to Excluded Assets, all other refunds or adjustments with respect to Excluded Assets, in either case relating to any proceeding before any Governmental Authority relating to the period prior to the Closing and all rights to insurance proceeds or other insurance recoveries (i) that relate to, or are reimbursement for, Seller's expenditures made prior to and including the Closing Date for which insurance proceeds are available or due to Seller or (ii) to the extent relating to Excluded Assets or Excluded Liabilities;
6. All rights to the current office space and furnishings of the Seller located at 1770 N. Deffer Dr., Nixa, Missouri; and
7. All rights and title to the 2011 Chevrolet Silverado half-ton truck possessed by Jeff Deffenderfer.

B. ASSUMED LIABILITIES. Subject to the terms and conditions hereof, at Closing, the Buyer shall assume the following Liabilities, and only the following Liabilities, of Seller (collectively, the "Assumed Liabilities"): All Liabilities arising after the Closing Date under the Assumed Contracts (if any); provided, that such obligations: (i) arise after the Closing Date; (ii) do not arise from or relate to any default or breach by Seller prior to the Closing Date of any provision of any of the Assumed Contracts (if any); (iii) do not arise from or relate to any event, circumstance or condition occurring or existing on or prior to the Closing Date that, with notice or lapse of time, would constitute or result in a breach of, or default under, any of the Assumed Contracts; (iv) do not involve any liability or resolution as a result of any law suits pending against or involving Seller as of the Closing Date; and (v) are ascertainable (in nature and amount) solely by reference to the express terms of the Assumed Contracts (if any).

C. EXCLUDED LIABILITIES. Notwithstanding anything to the contrary contained in this Agreement, and regardless of whether such liability is disclosed in this Agreement, in any of the Transaction Documents or on any Schedule or Exhibit hereto or thereto, Buyer will not assume, agree to pay, perform and discharge or in any way be responsible for any debts, liabilities and obligations, of Seller of any kind or nature whatsoever, arising out of, relating to, resulting from, or caused by any transaction, status, event, condition, occurrence or situation relating to, arising out of or in connection with the System, the Assets, or Seller existing, arising or occurring on or prior to the Closing Date other than the Assumed Liabilities (the "Excluded Liabilities"). Seller shall promptly pay and perform such Excluded Liabilities

when due. For any and all Excluded Assets not purchased, Buyer assumes no liability associated therewith.

Section 2.02 **CONVEYANCES OF REAL PROPERTY.**

- A. The Real Property to be conveyed by Seller shall include all real property and facilities described in **Exhibits "A" and "B"** hereto and all interest of Seller in any water and other utility easements. The real estate shall be conveyed by General Warranty Deeds, in a form similar to **Exhibit "G"** and satisfactory to Buyer and shall vest marketable fee simple title in fact in the Buyer, subject to all matters of records not objected to by Buyer. Easements shall be assigned by written assignment in a form similar to **Exhibit "H"** and satisfactory to Buyer.
- B. At Buyer's expense, Buyer will obtain, at least thirty (30) days prior to closing, a Commitment to issue an Owner's Policy of Title Insurance to Buyer in the amount of the Purchase Price issued by a company authorized to issue title insurance in the state of Missouri, which policy shall insure the Seller's title to be marketable as the same is described and defined in Title Examination Standards of the Missouri Bar ("Title Standards").
 - 1. At least thirty (30) days prior to the Closing, Buyer shall have an ALTA Survey of the real property portion of the Assets prepared by a surveyor licensed in Missouri in a form reasonably acceptable to the Title Company and Seller at Buyer's expense.
 - 2. After delivery of said title insurance commitment and Buyer's completion of the examination and/or review of the commitment and other relevant title information, Buyer shall notify Seller, in writing, of any objections thereto (the Parties agreeing that any objection falling within the said Title Standards shall not constitute a valid objection so long as Seller furnishes customary affidavits or other papers as described in such standards in order for the title company to delete the same).
 - 3. If there is no notice of objection, then any exceptions in such Commitment or deficiencies in the title to the property noted on such Commitment shall be deemed waived and delivery of the deeds in compliance with the terms of the Commitment shall be deemed compliance with the terms of this Agreement.
 - 4. If notice of any objections to defects in the title, as defined above, shall be delivered to Seller, then Seller may have five (5) business days to correct the title, but shall have no obligation to do so, and Closing may be

postponed until such time, if necessary. If Seller elects not to, or cannot, correct such defects, then the Parties may negotiate, but if agreement cannot be obtained, Buyer, at Buyer's option, may waive such defects and proceed to close or may cancel the contract and all obligations hereunder shall be null and void.

Section 2.03 PURCHASE PRICE.

- A. On the Closing Date, Buyer shall pay to Seller, or cause to be paid to Seller Two Million, Five Hundred Thousand (\$2,500,000.00) Dollars for the purchase of the Assets (the "Purchase Price"). The Purchase Price shall be paid in immediately available funds to one or more bank accounts to be specified by Seller to Buyer at least two (2) business days prior to the Closing Date.

Section 2.04 CLOSING.

- A. The Closing of the sale shall take place at a mutually agreeable location no later than sixty (60) days after the effective date of any necessary regulatory authority approval, satisfaction of Seller's Representations and Warranties and Conditions Precedent set forth herein, and Buyer having obtained financing under terms acceptable to Buyer in Buyer's sole discretion, or at such other time as the parties hereto may mutually agree (the "Closing").
- B. At the Closing, Seller shall have delivered to Buyer such General Warranty Deeds, Bill of Sale, endorsements, assignments and other sufficient instruments of transfer and conveyance as shall be effective to vest in Buyer such title to the Assets to be sold as provided in this Agreement, and Buyer will deliver to Seller the Purchase Price.
- C. From time to time, at Buyer's request and expense, whether at or after the Closing and without further consideration, Seller shall execute and deliver such other instruments of conveyance and transfer and take such other action as Buyer may reasonably require to more effectively convey and transfer to Buyer any of the Assets to be sold hereunder and will assist Buyer in the collection or reduction of such instruments so as to facilitate Buyer's possession of such Assets.
- D. At Closing, Buyer will pay all title premiums, sales, transfer, and documentary taxes, if any, payable in connection with the sale, transfers, and deliveries to be made to Buyer hereunder.

- E. On the date of Closing, Buyer shall accept and assume ownership and title to the Assets to be conveyed hereunder and Buyer shall assume liability, and become responsible, for all obligations in connection with the Assets going forward.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Section 3.01 **SELLER'S REPRESENTATIONS AND WARRANTIES.** The Seller represents and warrants as follows:

A. **ORGANIZATION AND STANDING OF SELLER.** Seller is a limited liability company organized, existing under the constitution and laws of the State of Missouri and registered to do business in the State of Missouri, and in good standing with the Missouri Secretary of State.

B. **ABSENCE OF CERTAIN CHANGES.** After Buyer's inspection and acceptance of the Assets, there shall not be:

1. Any material changes in the use of the Assets in connection with the business or operations of the System.
2. Any damage, destruction, or loss whether or not covered by insurance, materially and adversely affecting the Assets.

C. **TITLE TO PROPERTIES.**

1. Unless Seller has disclosed any information in writing to the Buyer to the contrary, Seller owns the Assets to be sold under this Agreement, in all cases, free and clear of all liens, mortgages, pledges, leases, options, rights of first refusal, conditional sales agreements, encumbrances or other charges, except liens for taxes not yet due or payable, easements or right of ways, streets, railways, pipelines, electric transmission and distribution lines, telephone lines, drainage rights and other similar rights or restrictions of record which do not, either individually or in the aggregate have a materially adverse effect on the value or utility of the Assets to be sold hereunder.
2. Buyer shall have until twenty (20) days prior to the Closing to determine:
a) if Seller lacks an easement or other interest necessary for operation of the System or b) an easement is defective in title or interest conveyed. If it appears that Seller lacks a valid easement for any portion of the System,

or any easement identified suffers from a defect in title or interest conveyed, Buyer at its option and in its sole discretion may: a) cancel this Agreement, b) independently negotiate with the owner of the affected property toward acquisition of the pipelines or easements; c) notify Seller that Buyer will cancel the Agreement unless a necessary easement is acquired or a defect satisfactorily cured or remedied; and d) undertake any action, which in Buyer's sole and absolute discretion, would correct an easement or remedy the situation caused by a lack of an easement or proper land interest. Buyer's failure to cancel this Agreement, however, shall not relieve Seller from any of its duties of indemnification set forth in subsequent paragraphs herein, nor shall such failure be construed as Buyer's waiver of any such provisions.

3. Seller will provide a general Bill of Sale for all personal property of the Water System, **Exhibit "F"**, wherever located.

D. AUTHORITY TO OPERATE. The Assets, as described at Article 1 of this Agreement, constitute all of the Assets presently owned by the Seller pertaining to the System. To the best of Seller's knowledge, the System is being conducted, and as of the date of Closing, will be conducted in full compliance with requirements of all regulatory bodies exercising jurisdiction with regard to rates and conditions of service, and with local building and zoning codes.

E. LITIGATION.

1. There is no litigation or proceeding pending, or to the knowledge of Seller threatened, against or relating to Seller, the Assets, or the System, nor does Seller know, or have reasonable grounds to know, of any basis for any such action, or of any governmental investigation relative to Seller, the Assets, or the System.
2. There are no outstanding judicial orders or judgments to which Seller is subject or by which Seller or the System or any Assets are bound.
3. No petition or notice has been presented, no order has been made for the bankruptcy, liquidation, winding-up or dissolution of Seller. No receiver, trustee, custodian, or similar fiduciary has been appointed over the whole or any part of Seller, the Assets, or the income of Seller. The Seller does not have any plan or intention of filing, making, or obtaining any such petition, notice, order, or resolution or of seeking the appointment of a receiver, trustee, custodian or similar fiduciary.

- F. **INSURANCE.** On the date of this Agreement, Seller, its business and properties, are insured. Seller has provided Buyer accurate and complete copies of the insurance policies, or the binders related to such policies. Seller has not failed to give, in a timely manner, any material notice required under any of the insurance policies to preserve its rights thereunder with respect to the Transferred Real Property and all other material assets of the System.
- G. **NO VIOLATION OR BREACH.** The performance of this Agreement by Seller, including any preconditions or surviving warranties or representations, is not in violation of any laws, statutes, local ordinances, state or federal regulations, court orders or administrative order or rule, nor is such performance in violation of any loan documents, conditions, or restrictions in effect for financing, whether secured or unsecured.
- H. **AS IS CONDITION.** Buyer is relying solely upon Buyer's inspection as to the condition of the Assets. Except as set forth below, Seller is not making, has not made, and expressly disclaims any representations or warranties, express or implied, with respect to any aspect, feature or condition of the Assets, including without limitation, the existence of hazardous waste, the suitability of the Assets for Buyer's intended use or any representation or warrant, express or implied, as to the personal property, including without limitation, any warranty of merchantability or fitness for a particular purpose.
- I. **BROKERS.** Seller has no liability or obligation to pay fees or commissions to any broker, finder, or agent with respect to the purchase for which Buyer could become liable or obligated.

Section 3.02 **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer represents and warrants as follows:

- A. **ORGANIZATION AND STANDING OF BUYER.** Buyer is a political subdivision and a constitutional charter city organized and existing under the constitution and laws of the State of Missouri and has the requisite power to purchase the Assets which are to be sold pursuant to the terms of this Agreement.
- B. **AUTHORITY.** The execution and delivery of this Agreement by Buyer and the purchase of the Assets as contemplated hereby have been duly authorized by Buyer, and all necessary action on the part of Buyer has been taken to authorize the execution and delivery of this Agreement and to consummate the sale contemplated hereby.
- C. **LITIGATION.**

1. There are no claims pending or, to Buyer's knowledge, threatened in writing, or any investigations ongoing or, to Buyer's knowledge, threatened in writing against Buyer before any Governmental Authority or any arbitrator that would have an adverse effect on Buyer's ability to perform its obligations hereunder.
 2. Buyer is not subject to any judgment, decree, injunction, rule or order of any Governmental Authority or any arbitrator that prohibits the consummation of the purchase or that would adversely affect Buyer's ability to perform its obligations hereunder.
- D. **BROKERS.** Buyer has no liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the purchase for which Seller could become liable or obligated.
- E. **LIABILITIES.** All liabilities or obligations of Seller, whether accrued, absolute, contingent, or otherwise pertaining to or arising out from the Assets are liabilities and obligations of the Seller and shall become the obligations of Buyer after the date of Closing.
- F. **RELEASE.** After the Closing, Buyer, to the fullest extent permitted by applicable law, hereby releases and forever discharges Seller from any and all claims, demands, proceedings, causes of action, orders, judgments, obligations, contracts, agreements, and liabilities whatsoever, both at law and in equity ("Claims"), which may hereafter arise as a result of or on account of, any of the easements conveyed herein being without legal description and not being recorded. For avoidance of doubt, Buyer accepts any liabilities or obligations that may arise from or are related to the any of the conveyed easements lacking legal descriptions or not being recorded with the Recorder of Deeds.

ARTICLE 4 CONDITIONS PRECEDENT

Section 4.01 **CONDITIONS TO THE OBLIGATIONS OF EACH PARTY.** The obligations of the Parties to proceed with the Closing are subject to the satisfaction prior to the Closing Date of all of the following conditions, any one or more of which may be waived in writing, in whole or in part, as to a Party by such Party.

- A. No permanent judgment, injunction, order or decree of a court or other Governmental Authority of competent jurisdiction shall be in effect which has the effect of making the purchase illegal or otherwise restraining or prohibiting

the consummation of the purchase (each Party agreeing to use its commercially reasonable efforts, including appeals to higher courts, to have any judgment, injunction, order or decree lifted); and

- B. All other Seller approvals and all Buyer approvals shall have been obtained.

Section 4.02 **CONDITIONS PRECEDENT FOR BUYER TO CLOSE.** All obligations of Buyer under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

A. REGULATORY APPROVAL.

1. The Public Service Commission ("PSC") and the Missouri Department of Natural Resources ("DNR") shall have, if necessary, authorized or approved the sale, transfer or disposition of the Assets to Buyer from Seller, the proposed financing, and any schedule of compliance for proposed utility improvement projects for regulatory compliance deemed necessary by Buyer, each in form and substance (including without limitation with respect to the terms and conditions contained in such approval) acceptable to Buyer in Buyer's sole and absolute discretion.
2. The sale shall also be subject to approval by the City Council of Nixa, Missouri.

- B. REPRESENTATIONS AND WARRANTIES TRUE AT CLOSING.** Seller's representations and warranties contained in this Agreement shall be true at the time of Closing as though such representations and warranties were made at such time.

- C. PERFORMANCE.** Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or at the Closing; including the payment of all taxes and assessments, or portions thereof, attributable to periods prior to or ending on the date of Closing, to include any PSC assessments, if any.

D. INSPECTIONS.

1. Completion of Buyer's examination, testing and inspection of the Assets and the securing of any and all licenses, permits or governmental approvals Buyer deems necessary for Buyer's proposed uses of the Assets, the results thereof to be satisfactory to Buyer, in its sole discretion.

2. For purposes of this Agreement, this period from the date this Agreement is fully executed by both Parties to the date that is twenty (20) days prior to the Closing, shall be referred to herein as the "Inspection Period."
 3. During the Inspection Period, Buyer, its employees, agents and contractors, shall have the right to enter onto any property owned by Seller that is related to the operation of the System, as it deems necessary or desirable, on reasonable prior notice to Seller to perform and complete architectural, environmental, engineering and/or other surveys, studies, inspections and tests on the Assets to review zoning laws and applicable building codes; to obtain all necessary city, county, and state zoning approval, site plan or subdivision approvals, licenses and permits to authorize the uses of the Assets as intended by Buyer.
- E. **NO CASUALTY.** The Assets shall not have been adversely affected in any material way as a result of any strike, lockout, accident or other casualty or act of God or the public enemy, or any judicial, administrative, or governmental proceedings.
- F. **FINANCING.** Buyer shall have obtained financing on terms acceptable to Buyer, in its sole and absolute judgment, to enable it to pay the Purchase Price.
- G. **BUYER'S RIGHT TO TERMINATE.** If Buyer determines, in its sole and absolute discretion, that any of the aforementioned conditions have not been met, Buyer shall have the right to terminate this Agreement at any time prior to Closing upon written notice to Seller.

Section 4.03 **CONDITIONS PRECEDENT FOR SELLER TO CLOSE.** All obligations of Seller under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions.

- A. **REPRESENTATIONS AND WARRANTIES TRUE AT CLOSING.** Buyer's representations and warranties contained in this Agreement shall be true at the time of Closing as though such representations and warranties were made at such time.
- B. **PERFORMANCE.** Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing.

ARTICLE 5 COVENANTS

Section 5.01 ACCESS OF BUYER.

- A. **ACCESS.** During the Interim Period, Seller shall provide Buyer and its Representatives with reasonable access during normal business hours to the System and the office of Seller in such a manner so as not to unreasonably interfere with the business or operations of Seller; provided, however, that Seller shall have the right to:
1. Have a representative present for any communication with employees of Seller or its contractors; and
 2. Impose reasonable restrictions and requirements for safety or operational purposes.
- B. **SAMPLES.** Neither Buyer nor its representatives shall collect or analyze any environmental samples (including building materials, surface and ground water, and surface and subsurface soils) without the prior written authorization of Seller, which shall not be unreasonably withheld, conditioned, or delayed.
- C. **CONFIDENTIAL.** Notwithstanding the foregoing, Seller shall not be required to provide any information or allow any inspection which it reasonably believes it may not provide to Buyer or allow by reasonable applicable law, which constitutes or allows access to information protected by attorney/client privilege, or which Seller is required to keep confidential or prevent access to by reason of contract, agreement or understanding with third parties if Seller has used commercially reasonable efforts to obtain the consent of such third party to such inspection or disclosure.
- D. **LIMITATION.** Notwithstanding anything to the contrary contained herein, Buyer shall not be permitted to contact any of Seller's vendors, customers or suppliers, issuers of Seller's permits and any other counterparties to Seller's contracts, during the interim period without receiving prior written authorization from Seller (which shall not be unreasonably withheld, conditioned, or delayed), with respect to the System or the purchase. At Buyer's request Seller shall use commercially reasonable efforts to arrange meetings with Seller's material contract counterparties.

Section 5.02 CONDUCT OF THE BUSINESS PENDING THE CLOSING.

- A. During the interim period, Seller shall use commercially reasonable efforts to operate and maintain the System in the Ordinary Course in accordance with good industry practices and in material compliance with all applicable laws.
- B. Without limiting the foregoing, except as otherwise contemplated by this Agreement or as consented to by Buyer, Seller will not, during the interim period:
 - 1. Sell, transfer, convey or otherwise dispose of any material Assets outside the Ordinary Course of business;
 - 2. Merge or consolidate with any other person or entity or otherwise fail to maintain its existence;
 - 3. Liquidate, dissolve, reorganize or otherwise wind up its business or operations;
 - 4. Make any material change in the levels of inventory maintained at the System for the applicable time and year, except for such changes as are consistent with good industry practices;
 - 5. Agree or commit to do any of the foregoing.
- C. Notwithstanding Sections 5.02 A or B, or any other provision herein, Seller may take commercially reasonable actions with respect to emergency situations or to comply with applicable law, current contracts and/or the Real Property Entitlements.
- D. Notwithstanding Sections 5.02 A or B, or any other provision herein, Seller may negotiate amendments to certain contracts or Real Property Entitlements for the purpose of effecting the transaction contemplated by this Agreement.
- E. Seller shall use its commercially reasonable efforts to assist Buyer in preparing any documents necessary to acquire financing for Buyer's obligations under this Agreement. Seller shall use commercially reasonable efforts to cause any party to a contract to grant Buyer permission for disclosure to the public of any information necessary for the Buyer's compliance with federal securities laws related to the issuance of any financing obligations, or to comply with reasonable requests from any underwriters, prospective lenders or rating agencies.

Section 5.03 **TAX MATTERS.**

A. **COOPERATION ON TAX MATTERS.** Seller and Buyer shall cooperate fully with each other and make available or cause to be made available to each other for consultation, inspection and copying (at such other Party's expense) in a timely fashion such personnel, Tax data, relevant Tax Return or portions thereof and filings, files, books, records, documents, financial, technical and operating data, computer records and other information as may be reasonably required i) for the preparation by such other Party of any Tax returns or ii) in connection with any Tax audit or proceeding including one Party to the extent such Tax audit or proceeding relates to or arises from the transaction contemplated by this Agreement.

Section 5.04 **EXPENSES AND FEES.** Except as expressly provided otherwise herein, all costs and expenses incurred in connection with this Agreement and the purchase shall be paid by the Party incurring such costs and expenses.

Section 5.05 **AGREEMENT TO COOPERATE.** Subject to the terms and conditions of this Agreement and applicable law, each Party shall use its commercially reasonable efforts to take or cause to be taken, all action and do or cause to be done, all things necessary, proper or advisable to obtain as promptly as reasonably practicable all necessary or appropriate waivers, consents, approvals or authorizations of Governmental Authorities and third parties and to satisfy all other conditions required in order to consummate the purchase (and, in such case, to proceed with the consummation of the purchase as expeditiously as possible). Each Party shall deliver to the other Party copies of such waivers, consents, approvals or authorizations promptly after they are obtained, and shall keep the other Party generally apprised of the status of efforts being made to obtain such waivers, consents, approvals and authorizations.

Section 5.06 **CASUALTY LOSS.** Notwithstanding any provision hereof to the contrary, if, before the Closing Date, all or any portion of the Assets is condemned or taken by eminent domain or damaged or destroyed by fire or other casualty, Seller shall notify Buyer promptly in writing of such fact, and if such condemnation, taking, damage or destruction has or would reasonably be expected to result in a material adverse effect that cannot be cured before Closing, either Seller or Buyer may terminate this Agreement.

Section 5.07 **FINANCING.** Prior to the Closing, Buyer shall use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to arrange financing on terms and conditions acceptable to Buyer in its sole judgment, to enable it to pay the Purchase Price, including using its commercially reasonable efforts to satisfy on a timely basis, to the extent within its control, all terms and conditions applicable to Buyer to obtaining

such financing and to enter into definitive agreements with respect thereto. Buyer shall keep Seller reasonably informed of such financing efforts.

ARTICLE 6 TERMINATION

Section 6.01 **TERMINATION.** This Agreement may be terminated, and the consummation of the purchase may be abandoned at any time prior to the Closing;

A. By mutual written consent of Buyer and Seller;

B. By either Buyer or Seller;

1. If the Closing has not occurred on or before the date that is one hundred eighty (180) days following the date of this Agreement (the "Termination Date"); provided, however, that the right to terminate this Agreement pursuant to this Section 6.01.B.1 shall not be available to any Party whose breach of any provision of this Agreement has been the cause of, or resulted in, the failure of the Closing to occur by the Termination Date;
2. If any court of competent jurisdiction in the United States or other United States Governmental Authority shall have issued a final order, decree or ruling or taken any other final action restraining, enjoining or otherwise prohibiting the consummation of the purchase and such order, decree, ruling or other action is or shall have become final and non-appealable; provided, however, that the Party seeking to terminate this Agreement pursuant to this Section 6.01.B.2 shall have used commercially reasonable efforts to prevent the entry of and to remove such order, decree, ruling or final action; or
3. Pursuant to and in accordance with Sections 2.02.B (Title Insurance) or 5.06 (Casualty Loss);

C. By Buyer:

1. If there has been a material breach by Seller of any representation, warranty, covenant, or agreement contained in this Agreement or if a material adverse event has occurred and is continuing, which was not caused by Buyer's breach of any provision of this Agreement and which cannot be cured prior to the Termination Date; or

2. If there is any insolvency, bankruptcy, reorganization, or other similar proceedings affecting Seller.

D. By Seller:

1. If there has been a material breach by Buyer of any representation, warranty, covenant, or agreement contained in this Agreement which was not caused by Seller's breach of any provision of this Agreement and which cannot be cured prior to the Termination Date; or
2. If there is insolvency, bankruptcy, reorganization, or other similar proceeding affecting Buyer.

**ARTICLE 7
MISCELLANEOUS**

Section 7.01 NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally to, or by nationally recognized overnight courier service, or mailed by registered or certified mail (return receipt requested) if and when received by, or sent via email if and when received by, the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

A. If to Buyer, to:

City of Nixa, Missouri
1111 W. Kathryn
Nixa, Missouri 65714
Email: dcolvin@nixa.com
Attention: Doug Colvin

With a copy to:

Healy Law Offices, LLC
3010 E. Battlefield, Suite A
Springfield, MO 65084
Email: penny@healylawoffices.com
Attention: Penny Speake

If to Seller, to:

Rex Deffenderfer Enterprises, Inc.
1770 N. DEFFER DR. STE 4
Nixa, Mo
65714
Email: RDEWATERCO@GMAIL.COM
Attention: JEFF DEFFENDERFER

With a copy to:

303 FIGUS RD
CLEVER, MO
65631-6768
Email: _____
Attention: LAVADA COTTRILL

Section 7.02 **BENEFIT AND ASSIGNMENT.** All the terms of this Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the respective legal representatives of Seller, its successors and assigns, and the successors and assigns of Buyer. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of Buyer and Seller, said approval not to be unreasonably withheld.

Section 7.03. **GOVERNING LAW AND JURISDICTION.**

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, applicable to agreements made and to be performed entirely within such State, without regard to the conflict of laws principles thereof.
- B. Any disputes or claims arising out of or in connection with this Agreement and the transactions contemplated or documents required hereby shall be submitted to the exclusive jurisdiction of the Circuit Court of Christian County, Missouri, located in Ozark, Missouri, and the appropriate appellate court therefrom.
 - 1. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any dispute arising out of or relating to this Agreement

or the purchase brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

2. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.
3. This consent to jurisdiction is being given solely for purposes of this Agreement and the transactions contemplated hereunder, and is not intended to, and shall not, confer consent to jurisdiction with respect to any other dispute in which a Party to this Agreement may become involved.
4. Each of the Parties hereto hereby consent to process being served by any Party to this Agreement in any suit, action, or proceeding by the mailing of a copy thereof in the manner specified by the provisions of this Article 5.01.

Section 7.04 **COUNTERPARTS AND ELECTRONIC TRANSACTIONS.**

- A. COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.
1. Signed counterparts of this Agreement may be delivered by email and by scanned pdf image; provided, that each Party uses commercially reasonable efforts to deliver to the other Party original signed counterparts as soon as possible thereafter.
- B. ELECTRONIC TRANSACTIONS.** The transactions described in this Agreement may be conducted, and documents related to the purchase, including this Agreement, may be sent, received, executed, and stored, by electronic means or transmissions.
1. Copies, telecopies, electronic files, and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7.05 **AMENDMENTS.** This Agreement may not be amended, waived or modified except by an instrument in writing signed on behalf of Buyer and Seller.

Section 7.06 **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warrant not set forth herein has been made or relied upon by any Party. Neither this Agreement nor any provision hereof is intended to confer upon any person other than the Parties hereto any rights or remedies hereunder.

Section 7.07 **SEVERABILITY.** If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of applicable law, or public policy, then such term or provision shall be severed from the remaining terms and provisions of this Agreement, and such remaining terms and provisions shall nevertheless remain in full force and effect.

Section 7.08 **SOVEREIGN TORT IMMUNITY.** Nothing herein shall be construed as a waiver by Buyer of the sovereign tort immunity granted to Buyer under Missouri law.

Section 7.09 **CONSTRUCTION.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 7.10 **INCORPORATION OF EXHIBITS.** The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.

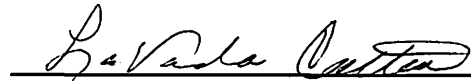
Section 7.11 **DEFAULT AND ATTORNEYS' FEES.** If either Party shall default in their performance under this Agreement, which default results in the expenditure of attorneys' fees to enforce the terms of this Agreement or to recover damages for breach of this contract, then each party shall bear and pay their own respective attorneys' fees and costs.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

SELLER:

Rex Deffenderfer Enterprises, Inc.



By: Levada Cottrill,
President and Owner of Rex Deffenderfer
Enterprises, Inc., owner of RDE Water
Company

BUYER:

City of Nixa, Missouri



By: Brian Steele,
City of Nixa Mayor

EXHIBIT A

System General Map (PSC Tariff Map & Tariff Legal Description)

See pages 25 and 26 of this Asset Purchase Agreement.

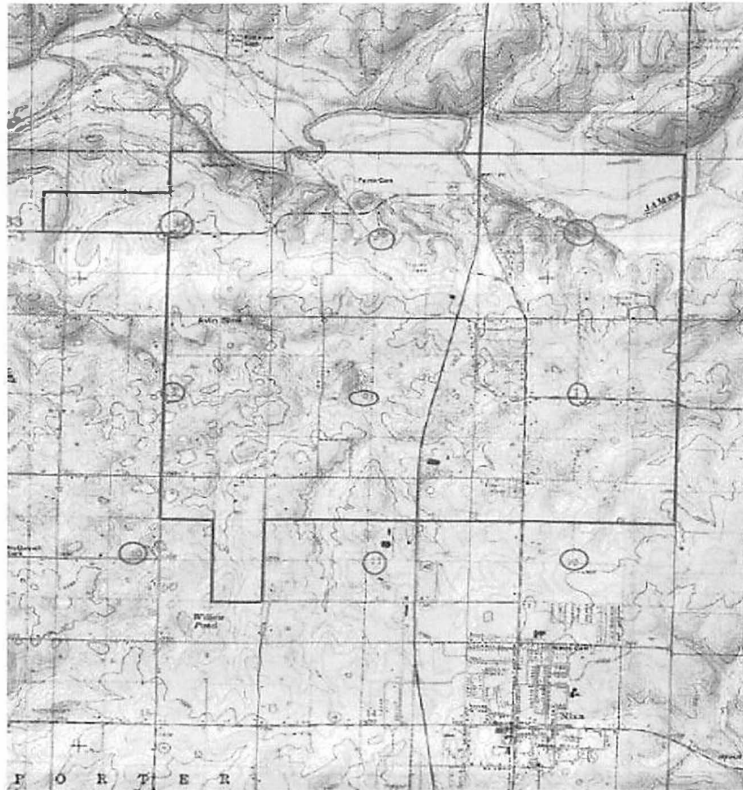
P.S.C. MO No. 2
Cancelling P.S.C. MO No. 1

Original Sheet No. 2

Name of Utility: Rex Deffenderfer Enterprises, Inc. d/b/a RDE Water Company
Service Area: English Village Park (formerly known as Chalet City South), Meadow View
Subdivision and Meadow View 1st Addition, located in Christian County, Missouri.

Rules and Regulations Governing Rendering of
Water Service

Map of Service Area



* Indicates new rate or text
+ Indicates change

Issue Date: April 12, 2016
Month/Day/Year

Effective Date: November 26, 2016
Month/Day/Year

FILED
Missouri Public
Service Commission
WR-2016-0267; YV-2017-0058

ISSUED BY Jim Deffenderfer, General Manager 1770 N Deffer Dr., Suite #4, Nixa, MO 65714
Name and Title of Issuing Officer Mailing Address

Name of Utility: Rex Deffenderfer Enterprises, Inc. d/b/a RDE Water Company
Service Area: English Village Park (formerly known as Chalet City South), Meadow View
Subdivision and Meadow View 1st Addition, located in Christian County, Missouri.

Rules and Regulations Governing Rendering of
Water Service

Legal Description of Service Area

The E ½ of the SE ¼ of the NE ¼ of Section 33, the S ½ of the NW ¼ of Section 34, the E ½ of Section 34, all of Section 35 and Section 36 T 28 N, R 22 W. The E ½ of Section 3, all of Section 2, and Section 1, the N ¼ of Section 12, the N ¼ of Section 11, the N ½ of the NE ¼ of Section 10, the SE ¼ of the NE ¼ of Section 10, and the NE ¼ of the SE ¼ of Section 10 T 27 N, R 22 W. All in Christian County, Missouri.

* Indicates new rate or text
+ Indicates change

Issue Date: April 12, 2016
Month /Day/Year

Effective Date: November 26, 2016
Month /Day/Year

FILED
Missouri Public
Service Commission
WR-2016-0267; YW-2017-0058

ISSUED BY Jim Deffenderfer, General Manager 1770 N Deffer Dr., Suite #4, Nixa, MO 65714
Name and Title of Issuing Officer Mailing Address

EXHIBIT B
Legal Description of Fee Owned Real Property

The following described lots, tracts or parcels of land, lying, being and situated in the County of Christian, State of Missouri, (Fee Owned Real Property) to-wit:

All of Lot Thirty-Three of Meadow View First Addition, a Sub-Division in Christian County, Missouri; and

All of Lots Three (3) and Four (4) in Kinder Industrial Park, a Subdivision in Christian County, Missouri. (County Tax Parcel Number: 10-0.1-12-002-002-000 (a Portion of)).

Real Property Entitlements
(Rights via Agreements, Contracts, Misc.)

All interests in easements, rights of way, permits and other real property entitlements associated with the Water System (Real Property Entitlements). See attached Survey Map marked **Attachment to Exhibit B** which shows the Fee Owned Real Property along with the Real Property Entitlements, all of which together shall constitute the Transferred Real Property.

EXHIBIT C
Plant and Equipment

All of Seller's water service facilities, equipment, lines, plant, pipes, valves, fire hydrants, manholes and appurtenances, along with all machinery, supplies, materials, fixtures (such as meters, tools, devices, mobile work equipment), supplies and other tangible items and personal property located in Christian County, Missouri, and used or held for use in connection with the System, along with any rights to the warranties and licenses received from manufacturers of the Plant and Equipment

EXHIBIT D

RDE Inventory

Mains

<u>Item</u>	<u>Qty</u>	<u>Cost</u>	<u>Total</u>
6" Gate Valve	1	\$ 432.00	\$ 432.00
2" Gate Valve	1	\$ 305.78	\$ 305.78
4" brass hinged saddle x 2"-self tapping	2	\$ 98.18	\$ 196.36
6" brass hinged saddle x 2"-self tapping	0	\$ 126.00	\$ -
8" brass hinged saddle x 2"-self tapping	3	\$ 144.00	\$ 432.00
4" Repair Clamp	5	\$ 149.25	\$ 746.26
6" Repair Clamp- Winwater	0	\$ 158.87	\$ -
6" Repair Clamp- 6"x12"	0	\$ 90.29	\$ -
6" Repair Clamp- 6"x15"	0	\$ 106.65	\$ -
8" Repair Clamp	3	\$ 142.60	\$ 427.80
Tracer Wire in feet	240	\$ 0.20	\$ 48.00
2" SDR-21 PVC pipe in feet	0	\$ 0.60	\$ -
6" SDR-21 PVC pipe in feet	7	\$ 3.80	\$ 26.60
8" SDR-21 PVC pipe in feet	10	\$ 5.20	\$ 52.00
2" IPS Main x 1" IPS PE comp OL PVC	9	\$ 58.48	\$ 526.32
6" IPS Main x 1" IPS PE comp OL PVC	3	\$ 65.14	\$ 195.42
2" IPS Main x 2" IPS PE comp OL PVC	1	\$ 100.83	\$ 100.83
6" IPS Main x 2" IPS PE comp OL PVC	2	\$ 126.97	\$ 253.94
2" Flush Valve	1	\$ 500.00	\$ 500.00
2" x 6" Red Brass Nipple	4	\$ 21.32	\$ 85.29
6" mega lugs	4	\$ 28.00	\$ 112.00
8" mega lugs	1	\$ 35.00	\$ 35.00
6" PVC Coupling	0	\$ 11.37	\$ -
5-1/4 V.O. Clow Med Traffic Repair Kit	0	\$ 145.26	\$ -
3/4" x 6" Sch 80 Nipple	0	\$ -	\$ -
4" 125/150 FFRR 1/8" FLG Kit	1	\$ 15.60	\$ 15.60

Mechanical Joints

6" 22.5°	4	\$ 95.83	\$ 383.32
4" 22.5°	2	\$ 67.63	\$ 135.25
6" 90°	1	\$ 114.52	\$ 114.52
4" Tee	1	\$ 108.20	\$ 108.20
6" Tee	2	\$ 168.17	\$ 336.34
4" Straight	1	\$ 73.49	\$ 73.49
6" Straight	0	\$ 97.63	\$ -

Hydrants

#2 Post Hydrant Repair Kit	1	\$ 49.76	\$ 49.76
		\$ -	\$ -
Sub total		\$	5,642.33

Meters

<u>Item</u>	<u>Qty</u>	<u>Cost</u>	<u>Total</u>
5/8" Meter	23	\$ 48.42	\$ 1,113.66
5/8" Loops	14	\$ 82.72	\$ 1,158.12
3/4" Sch 80 90° elbow	1	\$ 1.32	\$ 1.32
3/4" MIP x 1" comp brass union	14	\$ 29.42	\$ 411.85
1" MIP x 1" comp brass union	4	\$ 30.74	\$ 122.97
5/8" shut off- brass	7	\$ 24.00	\$ 168.00
1" Meters	2	\$ 156.02	\$ 312.04
1" Loops	1	\$ 228.78	\$ 228.78
2" Meters	2	\$ 367.77	\$ 735.54
2" MIP x 2" comp brass union	3	\$ 58.48	\$ 175.44
2" MIF x 2" comp brass union	0	\$ -	\$ -
Plastic Meter Pit	2	\$ 89.46	\$ 178.92
Plastic Meter Pit Ext.	0	\$ 50.66	\$ -
C-104 18" Meter Cover (Meter rings & lids)	6	\$ 37.55	\$ 225.31
C-109 18" Flat Meter Lid	0	\$ 32.95	\$ -
17-204wx Low Rise Resetter	5	\$ 79.01	\$ 395.05
18-207wx 5/8x3/4 Horz Resetter	6	\$ 73.11	\$ 438.66
5/8x 3/4x 12 18212wx Resetter	1	\$ 76.47	\$ 76.47
4753-44 1" x 3/4" PVC comp x MIP	69	\$ 24.84	\$ 1,714.13
2" Brass Scrd Cap	2	\$ 10.30	\$ 20.59
4753-44 1" PVC comp x MIP	4	\$ 25.96	\$ 103.86
4753-44 2" MIP X COMP -PVC	98	\$ 65.72	\$ 6,440.65
24" meter lids	0	\$ 54.00	\$ -
J 288 Meter Locking Device	2	\$ 23.13	\$ 46.27
2" Brass Coupling			\$ -
PVCDWV coupling	6	\$ 12.11	\$ 72.64
3/4" PVC repair coupling			
W-2210 Complete	5	\$ 30.58	\$ 152.90
40-N 3/4 Union Nut	36	\$ 3.50	\$ 125.88
20D3 Dual Purpose Coupling	36	\$ 3.50	\$ 125.88
20-G3 3/4 Dual Purpose Washer	36	\$ 0.20	\$ 7.36
18-G2 5/8 x 3/4 Rubber Meter Gsk	100	\$ 0.30	\$ 30.13
6101 3/4 FIP X FIP Curb Stop	1	\$ 41.84	\$ 41.84
		Sub total	\$ 14,624.27

Service

<u>Item</u>	<u>Qty</u>	<u>Cost</u>	<u>Total</u>
1" couplings- Sch 80	0	\$ 2.27	\$ -
1" couplings- Sch 40	0	\$ -	\$ -
1" Tee Sch 80	30	\$ 3.00	\$ 90.00
1" slip x 3/4" FIP Sch 80 bushing	25	\$ 1.55	\$ 38.75
1" spig x 3/4" slip Sch 80 bushing	20	\$ 1.44	\$ 28.84
1" Sch 80 90° elbow	4	\$ 2.49	\$ 9.97
1" Sch 80 45° elbow	0	\$ 2.01	\$ -
1" Sch 80 90° st. elbow	38	\$ 2.08	\$ 79.04

Well & Distribution Equipment

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EXHIBIT E
Contracts, Agreements and Customer Deposits

Excluding any easements or right of way agreements, Buyer is not assuming any contracts or agreements RDE Water Company currently has with any third parties.

Prior to closing, Buyer will provide Seller a current list of customers along with a current list of deposits being held by RDE Water Company. At Closing Seller will deliver to Buyer a check in the amount of the current deposits being held by RDE Water Company.