

ORDINANCE NO. 2011-08-378

**AN ORDINANCE APPROVING WATER PURCHASE CONTRACT BETWEEN
THE CITY OF SPRINGDALE, ARKANSAS, AND
THE CITY OF TONTITOWN, ARKANSAS,
DECLARING AN EMERGENCY AND FOR OTHER PURPOSES**

WHEREAS, on or about August 2, 2011, the Tontitown City Council approved by motion the Water Purchase Contract between the City of Tontitown and the City of Springdale; and

WHEREAS, it has been determined that the approval of said contract should be accomplished and memorialized by Ordinance; and


WHEREAS, the City Council has determined it is in the best interest of the City of Tontitown to approve said contract;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TONTITOWN, ARKANSAS, AS FOLLOWS:

Section 1: The Water Purchase Contract is hereby approved and ratified. A copy of said contract is attached hereto.

Section 2: The Mayor and Chairman of the Tontitown Water & Sewer Commission is authorized and directed to execute said contract. Any prior execution by the Mayor and/or Chairman in accordance with the City Council's approval of the Motion to accept the contract is ratified, accepted and approved.

Section 3: **EMERGENCY CLAUSE:** The City Council hereby determines that an emergency exists, in that, the a reliable source of water is necessary for the preservation and protection of the public health, safety, peace and welfare, and, further, that the contract is vital to the continued viability of the municipal water system. It is necessary that this Ordinance become effective immediately upon its passage to ensure adequate water supply to the City. Thus, this Ordinance, being necessary for the preservation of the health, safety, and welfare of the citizens of Tontitown, Arkansas, shall be effective from and after its passage and approval.


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Kind: ORDINANCE
Recorded: 08/08/2011 at 11:50:16 AM
Fee Amt: \$160.00 Page 1 of 30
Washington County, AR
Bette Stamps Circuit Clerk
File **2011-00022168**

PASSED AND APPROVED this 2 day of August, 2011 .
APPROVED:



Tommy Granata, Mayor

ATTEST:


City Recorder/Treasurer

SPONSOR:

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into this ____ day of _____, 2011, by and between the City of Springdale, Arkansas, a municipal corporation acting through its Water and Sewer Commission, hereinafter referred to as the "Seller", and the City of Tontitown, Arkansas, a municipal corporation acting through its Water and Sewer Commission, hereinafter referred to as the "Purchaser":

WITNESSETH:

WHEREAS, the Seller owns and operates a water distribution system with a capacity capable of meeting the current needs of its users; and,

WHEREAS, the Purchaser owns and operates a water distribution system that requires a supply of treated water; and,

WHEREAS, the parties have previously entered into a water purchase contract dated June 22, 2004, that was amended on October 24, 2007; and,

WHEREAS, the term of said water purchase contract has expired and the parties desire to enter into a new contract establishing terms and provisions allowing Purchaser to continue purchasing potable water from Seller;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, SELLER AND PURCHASER HERETO MUTUALLY AGREE AS FOLLOWS:

(1) QUANTITY: Seller agrees to furnish the Purchaser, at points of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable water meeting applicable purity standards of the Arkansas Department of Health in such quantity as may be required by the Purchaser not to exceed fourteen (14) million gallons of water per month nor 460,000 gallons per day without the permission of the Seller.

(2) POINTS OF DELIVERY: The points of delivery for water furnished by the Seller are: (a.) a meter vault located at the northwest corner of the intersection of Arkansas State Highway 412 and Jones Road and (b.) a meter vault located near the intersection of Arkansas State Highway 112 and Washington County Road 883 (Kissinger Avenue). A third point of delivery shall be maintained by Seller which shall be used only as an alternate (backup) point of delivery when the metering equipment located in the vault at Arkansas State Highway 412 and Jones Road is temporarily placed out of service due to maintenance, testing or repairs. Said alternate point of delivery is located at the northwest corner of the intersection of Arkansas State Highway 112 and Barrington Road. The alternate point of delivery may also be used by Seller, at Purchaser's request, to provide a secondary source of water to the Purchaser on a temporary basis during emergency repairs to water lines located along Arkansas Highway 412.

(3) **WATER PRESSURE:** If a greater or reduced pressure other than that supplied by the Seller is required by Purchaser, the cost to increase or decrease such pressure shall be borne by the Purchaser. Purchaser shall obtain written approval from the Seller prior to the installation of any equipment utilized to increase or decrease water pressure.

(4) **METERING EQUIPMENT:** The Seller agrees to furnish, install, operate and maintain at its own expense at each of the points of delivery, the necessary metering equipment for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. Metering equipment shall conform to accuracy standards established by the American Water Works Association for the type and size of meter being used. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the four (4) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read monthly. An appropriate official of the Purchaser shall be provided access to the meters at all reasonable times for the purpose of verifying meter readings.

(5) **BILLING AND PAYMENT:** Seller agrees to furnish the Purchaser with an itemized statement of the amount of water furnished to Purchaser during the preceding month. Purchaser agrees to pay the Seller for water delivered according to the schedule of rates set forth hereinafter and in a timely manner pursuant to the ordinances of the City of Springdale presently in effect and hereafter adopted. In the event Purchaser fails to make timely payment as provided herein, then Seller, at its option, shall give notice to Purchaser that services shall be terminated within five (5) days unless the payment is made.

(6) **PRICE:** It is hereby stipulated and agreed that Purchaser shall pay Seller a price for water that will be adjusted annually. The price for each thousand gallons of water, or portion thereof, metered at any of the points of delivery shall be the sum of: (1) the base monthly price as determined hereinafter in Schedule A, and (2) the fixed percentage rate set forth hereinafter in Schedule B.

Schedule A:

The base monthly price for water supplied to Purchaser is established at a rate per thousand gallons that shall be determined by Seller's annual cost to produce and deliver water. Such costs shall be determined by a certified public account in the preparation of Seller's annual audit. Should the Seller incur a rate increase in the cost per thousand gallons of water purchased from Beaver Water District, which increase is not reflected in the most recent annual audit, the Seller shall have the right to collect an additional rate per thousand gallons from the Purchaser equal to the increase incurred from the Beaver Water District. The Seller shall be empowered to charge Purchaser, in the base monthly price for water, the additional rate simultaneous with the time Seller is required to pay the Beaver Water District for the increased amount.

Schedule B:

A fixed rate of seventeen percent (17%) of the base monthly price, as determined above in Schedule A.

Purchaser and Seller hereby agree that the Purchaser shall continue to purchase water from Seller at the current price of \$2.64 per thousand gallons until October 30th, 2011. Thereafter, the price of water shall be adjusted commensurate with the price provisions set forth above.

(7) **CONDITIONS OF SELLER'S PERFORMANCE:** The Seller agrees to operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water set forth herein. Emergency failures of system pressure or supply due to water supply line breaks, power failures, floods, fires, earthquakes, or other catastrophes shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service. Temporary or partial failure to deliver water shall be remedied with all possible dispatch.

(8) **COVENANTS OF PURCHASER:** The Purchaser covenants and agrees that it will not interconnect its facilities to any other source of water or permit its customers to interconnect a well, or wells, public or private, to be interconnected with the distribution system while connected to and using water from the Seller's system. All facilities constructed by the Purchaser which are connected to the Seller's water system shall be constructed in accordance with the rules and regulations of the Arkansas Department of Health, and the Purchaser will operate its water system in accordance with the rules and regulations of the Arkansas Department of Health. Purchaser shall adopt and enforce the State Plumbing Code. In the event Seller cannot furnish treated water meeting EPA safe drinking water requirements at the points of delivery, specifically including disinfection/disinfection by-products requirements, then Purchaser may purchase treated water from another source meeting such requirements. When Purchaser begins purchasing water from another source, the Parties agree this agreement shall thereupon be terminated and Purchaser shall thereafter obtain all water from another source other than Seller. In such event, except for payment by Seller for any outstanding charges for water previously purchased, neither party shall have any further obligation to the other under this agreement.

(9) **SPECIAL COVENANT OF PURCHASER:** The Purchaser understands and agrees that the maintenance of an approved water supply of the Seller is essential to the health and well-being of its entire community. If the Purchaser fails to carry out the rules and regulations of the Arkansas Department of Health and such failure would require the Arkansas Department of Health to withdraw its approval of the water supply of the Seller, the Seller shall have the right to terminate this Agreement, or at Seller's discretion, require the Purchaser to install reduced-pressure backflow assemblies at the points of delivery.

(10) **COMPLIANCE:** Purchaser agrees to comply with all the rules and regulations of the Springdale Water and Sewer Commission and all ordinances of the City of Springdale, Arkansas, presently in effect and hereafter adopted. In the event Seller should experience a water shortage, Purchaser agrees to require water conservation of its users according to the voluntary and mandatory measures being imposed by the Seller upon its water users.

(11) **INDEMNITY AND HOLD HARMLESS PROVISION:** Purchaser agrees to indemnify or otherwise hold harmless the Seller from any and all claims of every nature of any customer of the Purchaser. Purchaser further agrees to indemnify Seller for all costs of defending such claims including any judgment, interest, penalties, and attorney's fees.

(12) **TERRITORY:** Subject to certain exceptions state herein, it is understood and agreed by and between the Seller and Purchaser hereunder that Purchaser shall not furnish water purchased under this Agreement to any area located outside the Water Service Boundary of the Tontitown Water System as delineated on a map attached hereto as Exhibit "A" and more particularly described in Exhibit "B", both of which are incorporated herein by reference. Purchaser further agrees not to provide sanitary sewer service to users or entities located within Seller's water service area as it may exist from time to time, but the portion which is geographically significant to the Purchaser is a line which is currently described in the attached Exhibit "C", which is incorporated herein by reference.

First exception: The parties hereby agree that Purchaser is allowed to provide temporary water service to users located in a small portion of Seller's water service area as hereinafter provided. Said temporary water service shall be limited to an area that is designated as a Temporary Service Area on the Water Service Boundary Map of the Tontitown Water System in Exhibit "A", which area is further described in the attached Exhibit "D", which is incorporated herein by reference. Temporary water service provided by Purchaser is subject to the following conditions:

- A) All water service connections provided by Purchaser in said Temporary Service Area must be approved in advance by Seller.
- B) All water facilities and improvements constructed in the temporary service area for large-scale developments and subdivisions and, the plans and specifications thereof, must be approved in writing by Seller. All water improvements must be constructed in accordance with the current "Specification Requirements for the Construction of Water and Sewer Facilities" as adopted by the Springdale Water and Sewer Commission.
- C) The Purchaser shall provide written notice to each customer that the customer is located in the water service territory of the Seller and that temporary water service is being offered by Purchaser until such time permanent water service can be provided by Seller.
- D) Any customer of the Purchaser located in the designed Temporary Service Areas shall be transferred to the Seller when the Seller has extended its water lines into said

area and make a written request to Purchaser that certain customers shall be provided water service by the Seller. Seller shall give to Purchaser thirty (30) days advance notice of transfer.

Second Exception: Seller and purchaser hereby acknowledge that Purchaser enter into a settlement agreement with Washington Water Authority dated the 3rd day of March, 2010, a copy of which is attached hereto as Exhibit "E" and incorporated herein by this reference. Seller and Purchaser hereby agree that Purchaser shall be allowed to provide water service to any current or future locations identified in the settlement agreement where water service is to be provided by the Tontitown Water Commission, even though said locations may be located outside Purchaser's water service area as delineated on the map in Exhibit "A." Purchaser agrees to abide by the terms of the settlement agreement between the Purchaser and Washington Water Authority and shall provide written notice to Seller of any additional agreements or amendments to the existing agreement with Washington Water Authority.

(13) TERM: Seller and Purchaser hereby agree that the term of this contract shall be for a period of five (5) years from the date of this contract and shall automatically terminate at such time, subject only to the renewal provisions contained herein.

(14) RENEWAL: The Purchaser shall have the option to renew this contract upon terms and conditions as may be negotiated by the Seller and Purchaser by giving not less than six (6) months of written notice in advance of the termination date of this contract.

(15) NOTICES: It is understood and agreed that the Seller is acting through its Water and Sewer Commission and that Purchaser is acting through its Water and Sewer Commission. Any notice required by either party under this contract shall be given by placing in the United States mail a certified letter with return receipt requested with postage prepaid and addressed to the presiding officer of the party to be notified within the time required as set forth above. Nothing, herein, shall preclude giving actual written notice by placing such notice in the hands of the party to whom it is intended.

(16) WAIVER: Failure of either party hereto to exercise any options herein contained upon breach by the other shall not constitute a waiver of that party's right to exercise such options upon future breach.

(17) COMPLETE AGREEMENT: It is agreed that neither party hereto is relying upon any oral or written information or representations made by the other prior to the signing of this contract unless expressly provided herein, and that this contract constitutes the entire agreement between the parties and same shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto. It is further agreed that all earlier agreements of the parties are hereby rescinded.

(18) SEVERABILITY: If any phrase, clause, sentence, or paragraph of this contract shall be declared invalid by the judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining sentences, paragraphs, or clauses of this contract.

IN WITNESS WHEREOF, the Seller and Purchaser have executed these presents by their respective authorized representatives, having been authorized to do so by appropriate resolution.

CITY OF SPRINGDALE, ARKANSAS

_____ Doug Sprouse, Mayor	ATTEST: _____ Denise Pearce, City Clerk
_____ Chris G. Weiser, Chair Springdale Water & Sewer Commission	ATTEST: _____ Paul E. Lawrence, Secretary Springdale Water & Sewer Commission

CITY OF TONTITOWN, ARKANSAS

By _____ Tommy Granata, Mayor	ATTEST: _____ Tammie Kisner, City Recorder/Treasurer
_____ Steve Gunderson, Chairman Tontitown Water & Sewer Commission	ATTEST: _____ Larry Goddard, Treasurer Tontitown Water & Sewer Commission

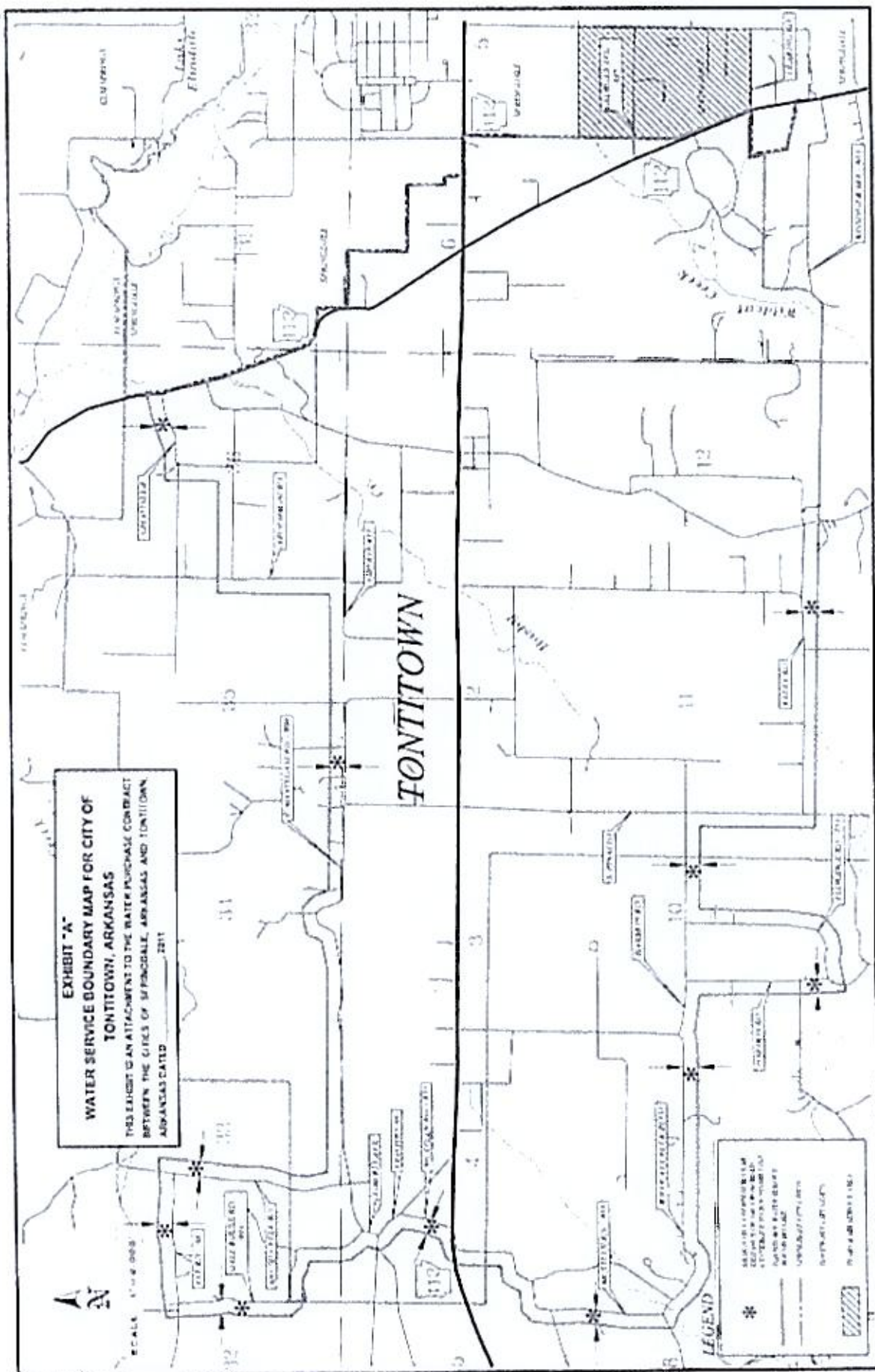


Exhibit "B"
Water Purchase Contract between the
City of Springdale, Arkansas and the City of Tontitown, Arkansas
Dated the _____ day of _____, 2011

Description of Water Service Boundary for the City of Tontitown, Arkansas:

The northern, western, and southern boundaries for the water service area shall coincide with the service area boundary established between the City of Tontitown and Washington Water executed in June and July of 1992 and filed of record on December 5, 1997 in the Office of the Recorder for Washington County, Arkansas as Instrument Number 97-084209. The eastern boundary shall coincide with the common corporate limits between the cities of Tontitown, Arkansas and Springdale, Arkansas as they exist on June 1, 2011. Said eastern boundary being more particularly described as beginning at a point where the city limits between Springdale and Tontitown intersect with the northern boundary described above; thence continue southerly along the common city limits to a point of termination where the common boundary limits of each city intersect with the southern boundary described above.

Boundary Description of Temporary Service Area:

A tract of land located inside the corporate city limits of the City of Springdale, Arkansas, being more particularly described as the West ½ of Section 8, T-17-N, R-30W, with exception to the S ½ of the SW ¼ of said section and any tract of land in said section lying west of the centerline of Arkansas Hwy 112.

File: Description of Tontitown water service boundary

Exhibit "C"
Water Purchase Contract between the
City of Springdale, Arkansas and the City of Tontitown, Arkansas
Dated the _____ day of _____, 2011

That portion of Springdale's water service area which currently exists east and north of the following described sewer boundary line between the cities of Springdale, Arkansas and Tontitown, Arkansas:

A boundary line beginning at a point which is described as being the centerline of Highway 112 and the centerline of Clear Creek; thence continuing northerly along the common corporate boundary between the cities of Tontitown and Springdale * to a point where the two city limits meet the southern corporate limits of the City of Elm Springs, said point also being the centerline of Highway 112; thence continuing northerly along the centerline of Highway 112 until it intersects the common boundary between Washington and Benton counties, said point also being the northern corporate boundary for the City of Elm Springs and the southern corporate boundary for the City of Springdale; thence continuing westerly along the common boundary between Washington and Benton counties for a distance of three miles to a point which marks the end of the boundary line being described herein.

Said boundary line is depicted for visual purposes as a green line on the map attached to this exhibit

* The western corporate boundary for the City of Springdale shall include any land annexed by the city council on October 26, 2010.

Attachment to Exhibit "C"
Water Purchase Contract between the
City of Springdale, Arkansas and the City of Tontitown, Arkansas
Dated the _____ day of _____, 2011

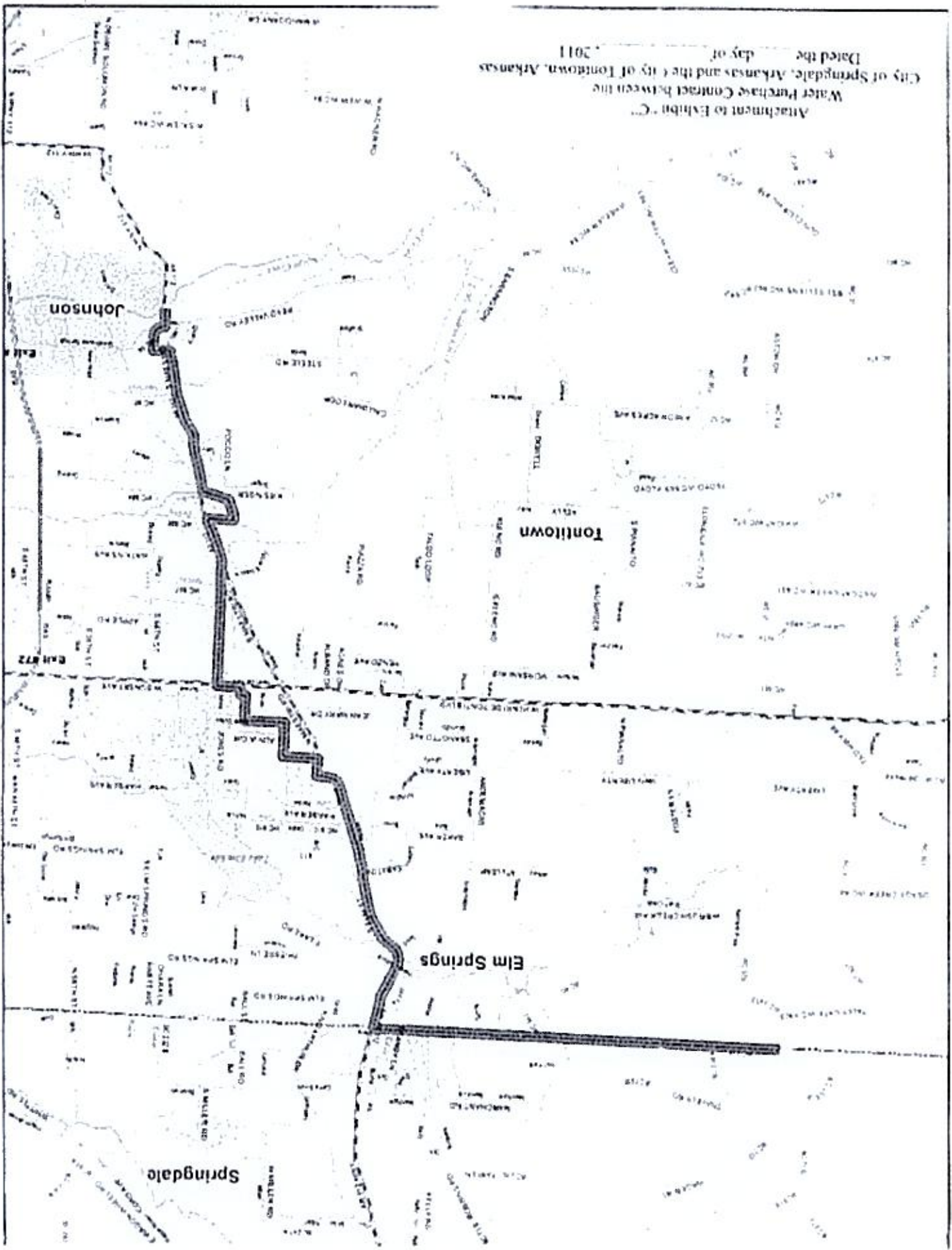


EXHIBIT "D"

Water Purchase Contract between the
City of Springdale, Arkansas and the City of Tontitown, Arkansas
Dated the ____ day of _____, 2011

IN THE CIRCUIT COURT OF WASHINGTON COUNTY, ARKANSAS
CIVIL DIVISION

TONTITOWN WATER &
SEWER COMMISSION

VS.

Case No. CV 09-1256-2

WASHINGTON COUNTY RURAL
DEVELOPMENT AUTHORITY and
WASHINGTON WATER AUTHORITY

WASHINGTON COUNTY RURAL
DEVELOPMENT AUTHORITY and
WASHINGTON WATER AUTHORITY

V.

TONTITOWN WATER &
SEWER COMMISSION and
CITY OF TONTITOWN, ARKANSAS

TONTITOWN WATER &
SEWER COMMISSION and
CITY OF TONTITOWN, ARKANSAS

V.

JOSH MOORE

CHARLES AND LINDA HARWELL

HUGH AND NICOLE JARRATT

FILED
MAR -3 AM:26
WASHINGTON COUNTY
CIRCUIT CLERK
PLAINTIFF
DEFENDANTS

COUNTER PLAINTIFFS

COUNTER DEFENDANTS

PLAINTIFF

THIRD PARTY DEFENDANT

INTERVENORS

INTERVENORS

MEDIATION SETTLEMENT AGREEMENT

The undersigned parties participated in a mediation of the above styled cause on December 14, 2009, resulting in a settlement agreement. This Mediation Settlement Agreement is the settlement agreement of the parties reached and entered into by and between Tontitown Water & Sewer Commission ("Commission") and City of Tontitown ("City") (Commission and

City shall be collectively referred to as "Tontitown"); Defendants Washington County Rural Development Authority and Washington Water Authority (collectively, "Washington Water"); Third Party Defendant Josh Moore ("Moore"); and Intervenor Charles Harwell and Linda Harwell (collectively, "Harwell") and Hugh and Nicole Jarrett ("Jarrett"). The terms of the settlement agreement are as follows:

1. Tontitown and Washington Water re-affirm that Service Area Boundary Agreement executed by City and Washington Water in June and July 1992 and filed of record on December 5, 1997 in the Office of the Recorder for Washington County, Arkansas as Instrument Number 97-084209 (the "Boundary Agreement"). Tontitown and Washington Water each agree not to encroach upon the territories that are assigned in the Boundary Agreement, except as otherwise expressly provided for herein.
2. Tontitown shall have the right to continue to provide potable water service to those customer locations that are identified on Exhibit A, attached hereto, and Washington Water shall have the right to continue to provide potable water service to those customer locations that are identified on Exhibit B, attached hereto ("Retained Customers").
3. Tontitown will pay to Washington Water Authority the sum of \$7,500 in payment for the right to continue to provide service to those customers identified on Exhibit A, attached hereto.
4. Should any person or business request or apply for water service from Tontitown with regard to any real property that is located entirely inside the Washington Water service territory as defined in the Boundary Agreement (an "Applicant"),

then Tontitown will advise the Applicant that Washington Water possesses the first right of refusal to provide water service to the Applicant, and the Applicant shall be required to request or apply for water service from Washington Water. Upon receipt of a water service application, Washington Water shall have a 45 day period of time to exercise its first right of refusal. Should Washington Water not exercise its first right of refusal with regard to said Applicant within 45 days, then Tontitown will be free to provide water service to said Applicant (a "Released Customer").

5. Should any person or business own or occupy real property that is located both within the Tontitown and the Washington Water service areas as identified in the Boundary Agreement, and should the End Use (defined below) of the contemplated water service be located within the Washington Water service area as identified in the Boundary Agreement, then Washington Water shall possess the first right of refusal to provide water service to such person or business. If the End Use is located inside Tontitown's Service Area, Tontitown shall have the exclusive right to provide water service. As used herein, the term "End Use" shall mean the residence, structure or point at which the property owner or business consumes or utilizes water, without regard to the location of the related water meter.
6. In consideration for Washington Water's waiver of rights set forth in the Boundary Agreement and for other valuable consideration, each Released Customer who receives water service from Tontitown and their successors in title shall pay to Washington Water a monthly recurring charge equal to Twenty-Five

Percent (25%) of the otherwise applicable monthly water bill that is submitted to each Released Customer from Tontitown (the "Released Customer Fee"). Washington Water shall be responsible for billing and collecting the Released Customer Fee. Tontitown will insure that each Released Customer executes a written water user agreement that reflects the Released Customer Fee payment obligation to Washington Water as set forth herein.

7. Both Harwell and Jarratt and their respective successors in title, will be entitled to install one (1) extra standard, single-family residential water meter on their respective real property tracts that are more fully identified on Exhibit C, attached hereto, without charge by Washington Water, such meter to be of the same size as the meter that is located on their property as of the date of this Judgment. The usual and customary charges and fees due Tontitown will still apply.
8. Any other Tontitown water customer that is identified on Exhibit A, attached hereto, shall have the right to obtain from Tontitown one (1) additional standard, single-family residential meter to serve their property subject to the payment by said property owner to Washington Water of a fee equal to \$250 per meter (the "Extra Meter Fee"). Tontitown will insure that the Extra Meter Fee is disclosed in its water user agreement. The usual and customary charges and fees due Tontitown will still apply. Washington Water shall be responsible for billing and collecting all Extra Meter Fees payable hereunder and payment of the Extra Meter Fees shall be paid directly to Washington Water.
9. With regard to a certain 7.5 acre, more or less, tract of property owned by Jarratt and more fully described on Exhibit D, hereto (the "Jarratt Tract"), Washington

Water agrees that it will release its first rights of refusal with regard to the Jarrett Tract should Washington Water be unable to obtain an easement to provide water service thereto. If said easement is not obtained, then the Jarrett Tract shall be released from Washington Water's service area.

10. The parties who have asserted claims in this matter agree to dismiss any pending lawsuit and all claims which exist against each other or their respective board members, commissioners, officers, agents, employees or contractors, including Josh Moore and Mick Wagner, with prejudice and to execute any release documents required by any party hereto or their attorneys. The parties hereto agree to cooperate in executing such other release and settlement documents required by the parties being released.
11. This agreement has been approved by the Boards governing the entities involved.
12. This Agreed Order is a compromise of a doubtful and disputed claim and shall not be construed as an admission of liability on the part of anyone hereby released, all of whom deny liability and wish only to buy their peace. Each party shall be responsible for their own costs and attorneys fees incurred herein.
13. The Circuit Court in and for Washington County, Arkansas which has possessed jurisdiction over the subject litigation shall retain such jurisdiction in the future for the purpose of enforcing this Agreement and the rights, remedies and obligations of the parties hereto.
14. Each party hereto shall be responsible for their respective legal fees and costs related to this litigation.

EXHIBIT A

The following identifies those customer to whom
Tentitown shall have the right to continue providing water service

TONTITOWN CUSTOMERS IN VWA SERVICE AREA

DECEMBER 31, 2009

ACCOUNT NUMBER	LAST NAME OR ENTITY	FIRST NAME	SERVICE ADDRESS	Date Service Initiated
1	208220 SUATZEN	JAMES	1440 ARDEMAGNI ROAD	3/25/1997
2	208260 SABATINI	LARRY	1145 ARDEMAGNI ROAD	3/25/1997
3	208280 VAUGHAN	SARAH	1277 ARDEMAGNI ROAD	3/28/2003
4	208300 TROLLINGER	BRIAN & CARLA	1415 ARDEMAGNI ROAD	5/17/2006
5	208380 GREEN	JOSEPHINE	1677 ARDEMAGNI ROAD	5/10/2004
6	208420 GREEN	JOHN W. E.	1793 ARDEMAGNI ROAD	5/10/2004
7	311800 HENSON	BLAKE	1673 S. BARRINGTON ROAD	3/21/1997
8	311840 AUSTON	JOHN D.	1519 S. BARRINGTON ROAD	3/21/1997
9	204620 FARMER	CAROLINE	855 DALE ROUSE ROAD	4/8/2004
10	301990 BILDERBACK	MIKE	1264 ELDRIDGE ROAD	3/23/1997
11	302310 DUTTON	LARRY	1562 ELDRIDGE ROAD	6/1/1999
12	302470 ATWOOD	DANIEL	1517 ELDRIDGE ROAD	8/23/2007
13	302550 ATWOOD	DANIEL	1611 ELDRIDGE ROAD	8/23/2007
14	210340 SLAUGHTER	JOHN	846 FOSTER LANE	4/4/2003
15	210420 DANIEL	MISTY	952 FOSTER LANE	1/31/2007
16	301600 KOSTELCOCK	RANDY	1399 HARMON ROAD	3/15/1997
17	301630 WILSON	ROBERT & DONNA	1455 HARMON ROAD	10/13/2001
18	301670 KING	LELTON & BARBARA	1477 HARMON ROAD	3/23/1997
19	301550 SUCHIE	MARK	2534 HOPE LANE	6/17/2002
20	301560 ROGERS	BARNEY	2561 HOPE LANE	3/15/1997
21	301570 HODEL	MARK & KATHY	2562 HOPE LANE	3/11/2002
22	301580 LEE	PATRICK & MARLA	2591 HOPE LANE	12/9/2001
23	301590 LAWRENCE	MELISSA	2592 HOPE LANE	7/23/2005
24	206510 GREENLEE	EDMUND	748 JAVELLO ROAD	3/25/1997
25	206530 GREENLEE	BILLIE	801 JAVELLO ROAD	6/1/2007
26	206540 KIMREY	HAROLD	871 JAVELLO ROAD	11/1/2001
27	206550 KIMREY	N.C.	873 JAVELLO ROAD	11/5/2007
28	206560 BETTENCOURT	B.F.	861 JAVELLO ROAD	3/25/1997
29	206580 SABATINI	GARY	863 JAVELLO ROAD	3/25/1997
30	206590 MANTIGANI	BETH L.	710 JAVELLO ROAD	8/1/2001
31	206650 PIERCE	DANNA	833-B JAVELLO ROAD	8/24/2004
32	206660 KELSO	RICHARD	833-A JAVELLO ROAD	3/25/1997
33	311890 MOON	MARLIN	708 KELLY AVENUE	3/21/1997

TONTITOWN CUSTOMERS IN WAWA SERVICE AREA

DECEMBER 31, 2009

34	312160	HATHORN	GARY O.	1325 KELLY AVENUE	3/21/1997
35	300350	KIRK	FRED	4046 KIPX LANE	5/5/2004
36	405420	JARRATT	BRUGH & NICOLE	1376 KISSINGER AVENUE	11/3/2006
37	405460	DRIVER	RODNEY	1866 KISSINGER AVENUE	2/13/2009
38	209160	TURNBROUGH	LINDA	1676 LIBERTY AVENUE	3/24/2000
39	200641	ENGLES	JOHN	1676 LIBERTY AVENUE	3/20/2008
40	200720	PITTS	DOROTHY	1816 LIBERTY AVENUE	3/25/1997
41	200940	MCGARRAH	CHRISTOPHER	1988 LIBERTY AVENUE	3/25/1997
42	210020	ANDERSON	HEATHER	2034 LIBERTY AVENUE	10/27/2003
43	210060	BOAH	MATTHEW T.	2016 LIBERTY AVENUE	4/29/2003
44	210140	ANDERSON	LAWRENCE	2064 LIBERTY AVENUE	12/26/2003
45	403220	HARWELL	CHARLES	1515 S. MAESTRI ROAD	1/7/2001
46	200260	SENGENIT	JOE	1055 MILLSAP ROAD	6/14/2006
47	206500	USSERY	RODNEY	878 MILLSAP ROAD	4/18/2006
48	206540	USSERY	RODNEY	1152 MILLSAP ROAD	6/27/2004
49	206580	PATRICK	ROHIE & PANG	1232 MILLSAP ROAD	8/30/2006
50	206620	WHELOREL	SHARON	1270 MILLSAP ROAD	2/28/2005
51	206630	WHELOREL	SHARON	1270 MILLSAP ROAD	4/19/2007
52	206660	PENGZ	ARTHUR	1550 MILLSAP ROAD	9/22/2004
53	206740	LEWIS	JOHANNON & O'RUSTY	1654 MILLSAP ROAD	8/12/2008
54	206750	HIDALGO	SANDRA	1373 MILLSAP ROAD	9/13/2004
55	203360	COOK	BRUCE	3851 OLD HIGHWAY 68	6/20/1997
56	307700	LAWSON	ROGALD & MITA	1491 S. FANALTO ROAD	11/9/2006
57	307760	MILLER	SUSAN	1705 S. FANALTO ROAD	2/11/2008
58	307940	HAMILTON	JEFF L.	1698 S. FANALTO ROAD	3/21/1997
59	207120	SABATHIN	FRIDA	1341 SABATHIN ROAD	3/25/1997
60	207220	WILBURN	LARRY D.	1343 SABATHIN ROAD	3/25/1997
61	207260	SABATHIN	ALAN	1355 SABATHIN ROAD	7/30/1999
62	400660	FULTON FAMILY TRUST		1650 TALDO LOOP	5/7/2006
63	203340	COOK	DOUG	4048 TAYLOR LANE	5/23/1997
64	206360	WOOD	A.L. & SUE	1574 THERESA LANE	8/23/2005
65	206940	RAVIGLIA	LLOYD	2457 THERESA LANE	3/25/1997
66	304850	MEYER	TRM	2945 WILDCAT CREEK	9/4/1999
67	304970	BURTON	DERNIS	3103 WILDCAT CREEK	3/15/1997
68	305010	DOZIER	LES	3104 WILDCAT CREEK	3/15/1997
69	305020	DOZIER	LES	3104 WILDCAT CREEK	11/7/2005

EXHIBIT B

The following identifies those customer to whom
WWA shall have the right to continue providing water service

EXHIBIT C

Charles Harwell Property Legal Description:

A part of the Southwest Quarter of the Southwest Quarter of Section 8, and a part of the Southeast Quarter of the Southeast Quarter of Section 7, all in Township 17 North, of Range 30 West, more particularly described as follows: From the Southwest corner of said Section 8, run North 0 degrees 24' 16" West 475.62 feet for the point of beginning, said point being 2 feet South of the top of the South bank of a branch or ravine; thence North 76 degrees 55' West 127.6 feet to a point 2 feet Southwest of the South bank of said branch or ravine; thence North 41 degrees 34' West 39.7 feet to a point 2 feet West of the top of the West Bank of said branch or ravine; thence North 19 degrees 57' West 559.4 feet to a point 2 feet West of the top of the West bank of said branch or ravine; thence North 11 degrees 23' West 253.3 feet to the North line of the Southeast Quarter of the Southeast Quarter of said Section 7 at a point 29 feet West of the top of the West bank of said branch or ravine; thence North 89 degrees 56' East along the North line of said Southeast Quarter of the Southeast Quarter of said Southwest Quarter of the Southwest Quarter 1090.94 feet to the center line of State Highway No. 112; thence along said center line South 16 degrees 20' East 244.36 feet; thence South 9 degrees 41' East 822.6 feet to a point where said center line intersects the top of the South bank of said branch or ravine; thence along said South bank South 89 degrees 31' West 79.4 feet; thence North 77 degrees 8' West 314 feet; thence North 81 degrees 18' West 168 feet; thence North 72 degrees 8' West 125.4 feet; thence North 67 degrees 50' West 124.5; thence North 75 degrees 26' West 124.3 feet to the point of beginning, containing 22.91 acres, more or less, subject to the right of way of State Highway No. 112 and power line easements as shown on plat.

LESS AND EXCEPT the northern ten acres of the above described property.

EXHIBIT D

Hugh Jarrett Legal Description

Part of the SW 1/4 of the SW 1/4 of Section 8, Township 17 North, Range 30 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows: Beginning at the SW Corner of the SW 1/4 of said SW 1/4; thence North 00°24'13" West a distance of 476.56 feet (Deed bearing and distance) to a point which is 2.00 feet South of the top of the South bank of a branch or ravine; thence with the top of the South bank of said branch or ravine, South 75°26'00" East a distance of 124.30 feet (Deed bearing and distance); thence South 67°50'00" East a distance of 124.50 feet (Deed bearing and distance); thence South 70°00'00" East a distance of 125.40 feet (Deed bearing and distance); thence South 77°06'00" East a distance of 314.00 feet (Deed bearing and distance); thence North 71°00'00" East a distance of 79.40 feet (Deed bearing and distance) to the intersection of the top of the South bank of said branch or ravine and the center of the old Fayetteville to Dentonville Road which is now Arkansas Highway #112; thence along the center of Highway #112, South 06°55'00" East a distance of 273.51 feet (Deed bearing and distance) to the South line of the SW 1/4 of the SW 1/4 of said Section 8; thence along said South line, North 83°00'00" West a distance of 950.29 feet to the Point of Beginning, containing 7.51 acres, more or less, situated within the Right of Way of Arkansas State Highway #112 along the East boundary and a public road along the South line of the SW 1/4 of said Section 8.

We acknowledge that neither the mediator nor ADR, Inc. has given us legal advice. We further acknowledge that we have had the right to consult with an attorney at any time and to have an attorney review the terms of this agreement before signing it.

IT IS SO AGREED the 14th day of December, 2009.

TONTITOWN WATER & SEWER COMMISSION

By: _____

WASHINGTON WATER AUTHORITY

By: _____

WASHINGTON COUNTY RURAL DEVELOPMENT AUTHORITY

By: _____

JOSH MOORE

HUGH AND NICOLE JARRATT, INTERVENOR

By: _____

CHARLES AND LINDA HARWELL, INTERVENORS

By: _____

We acknowledge that neither the mediator nor ADR, Inc. has given us legal advice. We further acknowledge that we have had the right to consult with an attorney at any time and to have an attorney review the terms of this agreement before signing it.

IT IS SO AGREED the 14th day of December, 2009.

TONTITOWN WATER & SEWER COMMISSION

By: _____

WASHINGTON WATER AUTHORITY

By: Randy Ogden, _____

WASHINGTON COUNTY RURAL DEVELOPMENT AUTHORITY

By: ~~Josh Moore~~ Frank Lusher

JOSH MOORE

~~Josh Moore~~

HUGH AND NICOLE JARRATT, INTERVENOR

By: _____

CHARLES AND LINDA HARWELL, INTERVENORS

By: _____

We acknowledge that neither the mediator nor ADR, Inc. has given us legal advice. We further acknowledge that we have had the right to consult with an attorney at any time and to have an attorney review the terms of this agreement before signing it.

IT IS SO AGREED the 14th day of December, 2009.

TONTOWN WATER & SEWER COMMISSION

By:  _____

WASHINGTON WATER AUTHORITY

By: _____

WASHINGTON COUNTY RURAL DEVELOPMENT AUTHORITY

By: _____

JOSH MOORE

HUGH AND NICOLE JARRATT, INTERVENOR

By: _____

CHARLES AND LINDA HARWELL, INTERVENORS

By: _____

Washington County, AR
I certify this instrument was filed on
08/08/2011 11:50:16 AM
and recorded in Real Estate
File Number 2011-00022168
Bette Stamps - Circuit Clerk

