

First Amendment to the Fourth Territorial Agreement

This First Amendment to the Fourth Territorial Agreement (“Amendment”) between White River Valley Electric Cooperative (“White River”) and The Empire District Electric Company d/b/a Liberty (“Liberty”) is entered into this ____ day of _____, 2022. White River and Liberty are collectively referred to as the “Parties” herein.

WHEREAS, White River and Liberty filed a Joint Application with the Missouri Public Service Commission (“PSC”) seeking approval of their Fourth Territorial Agreement on December 5, 2003; and

WHEREAS, the PSC approved the Fourth Territorial Agreement by Order issued in Case No: 2004-0246 dated March 16, 2004 and made effective March 26, 2004; and

WHEREAS, the Parties now seek to amend the Exclusive Service Area of Liberty as originally approved in the Fourth Territorial Agreement in exchange for certain territory that White River will be allowed to exclusively serve within the City of Branson, Missouri so existing facilities can be better utilized, avoiding duplication of service, all in the public interest; and

WHEREAS, the Parties are the only electric service suppliers in the contemplated territories, and the re-definition of Liberty’s exclusive service area under the Fourth Territorial Agreement and the exchange of territory for White River’s exclusive service are as contemplated herein will allow customers and members to know with certainty who their electric service provider will be and will allow the applicants to appropriately invest in and plan for serving the public within these territories; and

WHEREAS, this Amendment will also resolve the pending Change of Electric Supplier Case before the PCS in Case No.: EO-2022-0249, and the parties have negotiated, in good faith, to resolve differences related to that case, and have reached a compromise that is in their respective best interest as well as the public interest;

NOW THEREFORE, the Parties hereto agree to amend the Fourth Territorial Agreement as set forth below:

AGREEMENT

Article 3 of the Fourth Territorial Agreement shall be amended and restated to read as follows:

3.A. White River, pursuant to this Fourth Territorial Agreement, shall be entitled to provide permanent service to all structures now located within the Canyon Springs of Branson development (“Canyon Springs”) and all new structures within Canyon Springs and therefore it shall be considered the exclusive Service Area of White River, as between Empire (a/k/a “Liberty”) and White River *EXCEPT THAT* Liberty shall be allowed to serve existing and new structures in Canyon Springs identified in **Exhibits Liberty-1** through **Liberty-3** attached hereto.

3.B. Liberty, pursuant to this Fourth Territorial Agreement, shall be entitled to provide permanent service to all structures it is now serving and all new structures within Canyon Springs and those lots and parcels within the area identified in Exhibits Liberty-1 through Liberty-3; therefore, these areas shall be considered the exclusive service area of Liberty, as between Liberty and White River. White River shall not be allowed to serve any existing or new structures within Canyon Springs in the area identified in Exhibits Liberty-1 through Liberty-3.

3.C. White River shall be allowed to serve the lots and parcels identified in **Exhibit White River-1** and **White River-2** attached hereto and incorporated herein by reference, said area comprising the development to be known as Elevate Branson located in Branson, Missouri.

3.D. This Agreement does not purport to affect the rights of any electric supplier not a party to it.

All other provisions of the Fourth Territorial Agreement shall remain in full force and effect as set forth in that Agreement on file with the PSC in Commission Case No. EO-2004-0246.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Fourth Territorial Agreement as evidenced by the signature of their duly authorized representatives as of the date set forth on the first page hereof.

WHITE RIVER VALLEY ELECTRIC COOPERATIVE, INC.

**THE EMPIRE DISTRICT ELECTRIC COMPANY
D/B/A LIBERTY UTILITIES**

By: _____

By: _____

Name printed

Name Printed

Its: _____

Its: _____

Exhibits:

Liberty-1 – Liberty Service Territory in Canyon Springs Parcels

Liberty-2 – Parcel Maps of Canyon Springs

Liberty-3 – Legal Description of Liberty’s Service Area in Canyon Springs

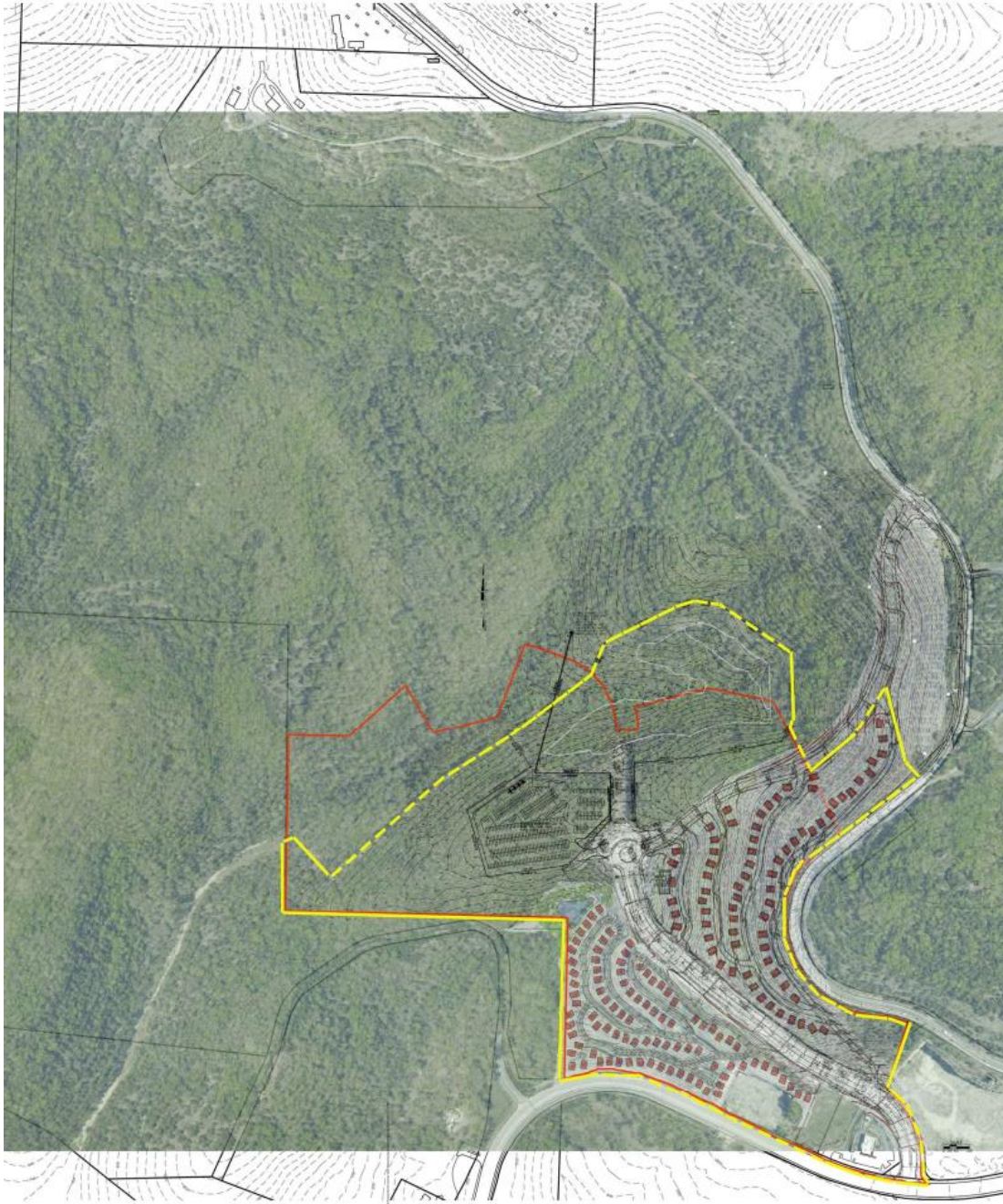
White River-1 – Parcel Map of White River Territory for Elevate Branson

White River-2 – Legal Description of White River’s Service Area for Elevate Branson

Liberty-1

Liberty Service Territory in Canyon Springs Parcels

Aerial Map of Canyon Springs – Liberty to serve within Yellow Boundary Identified



Note: Red boundary line is the current boundary under the Fourth Territorial Agreement, with Liberty serving within that boundary.

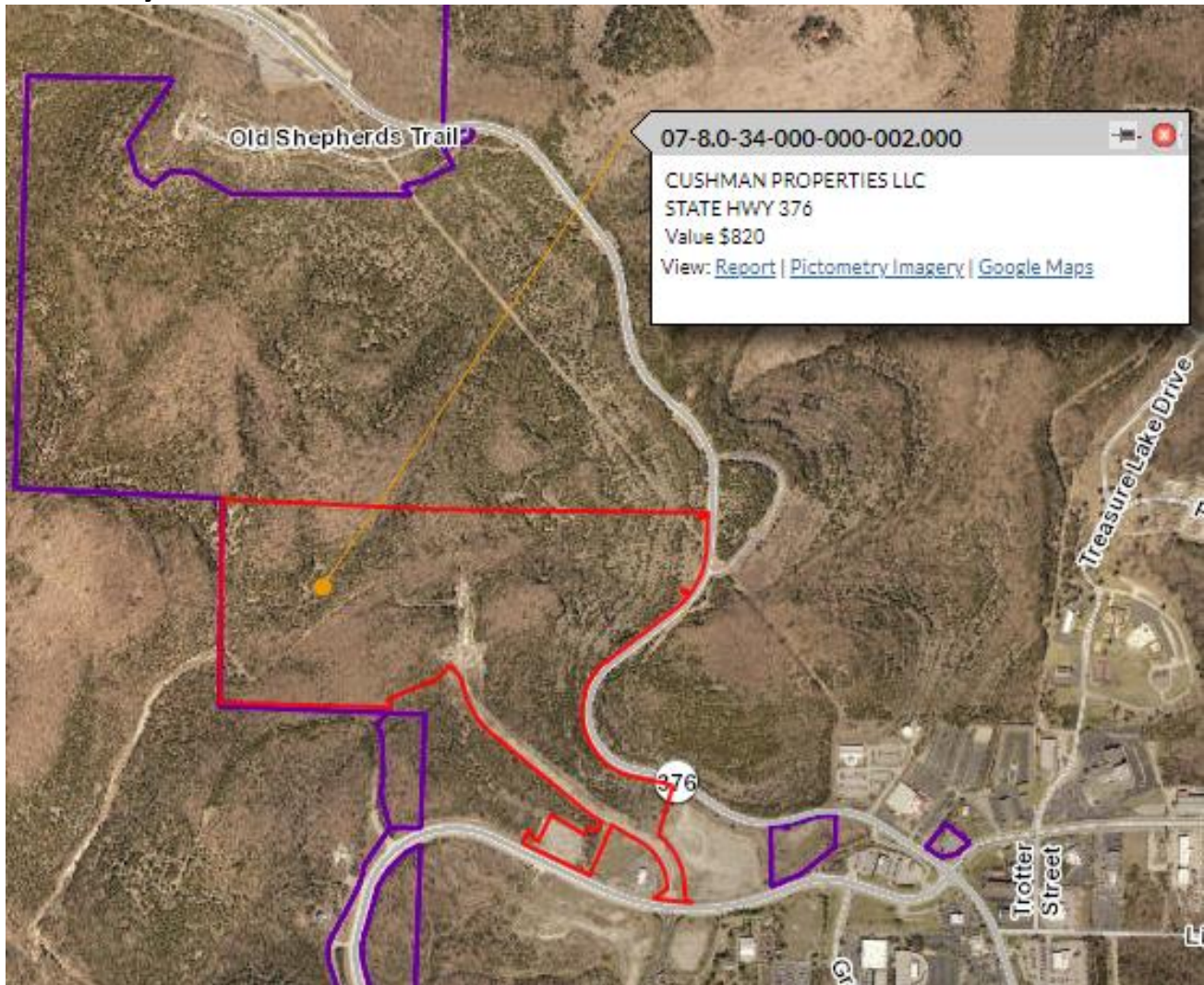
Liberty-2

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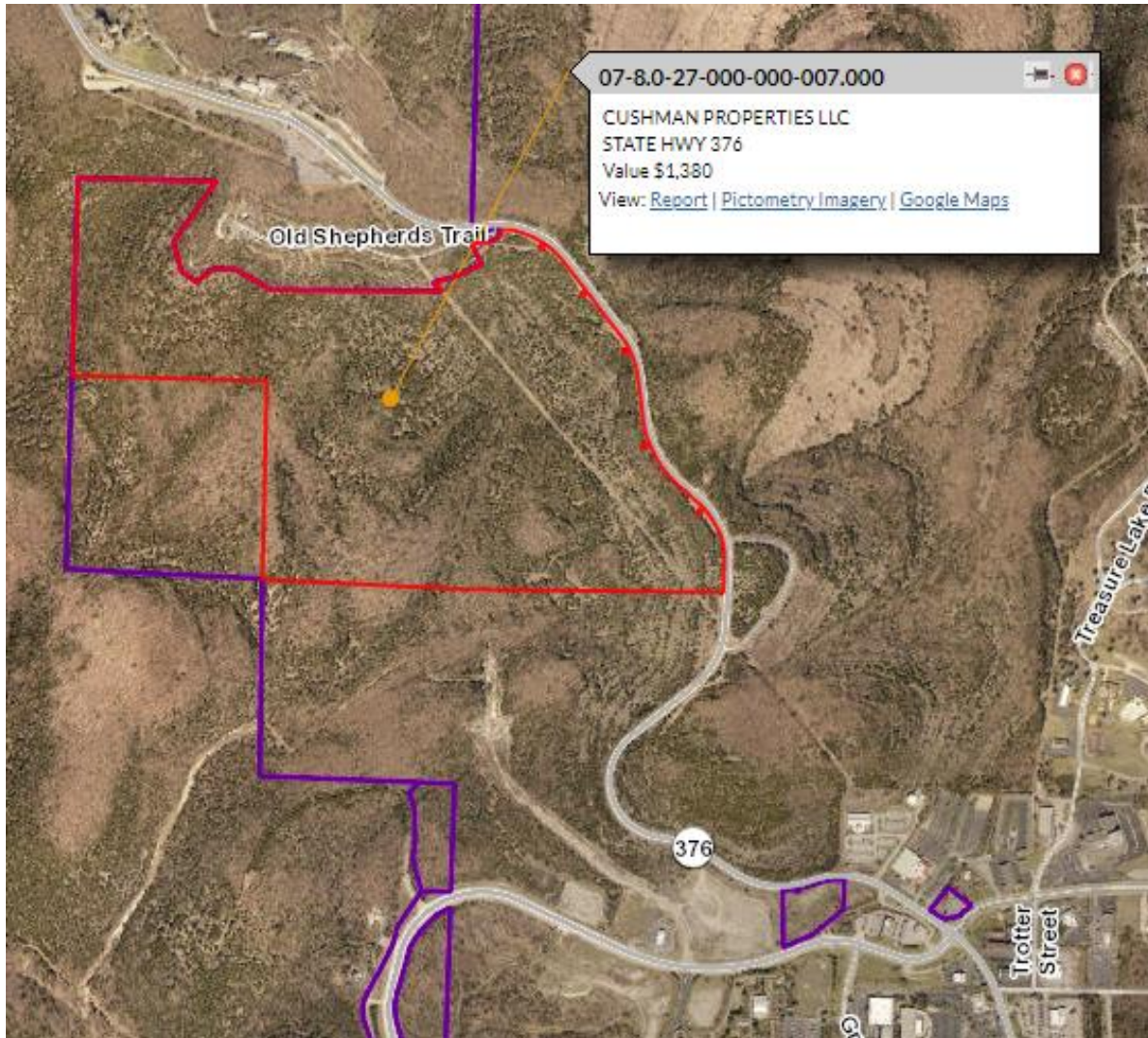
PARCEL MAPS OF CANYON SPRINGS

Parcel No. 07-8.0-34-000-000-002.000

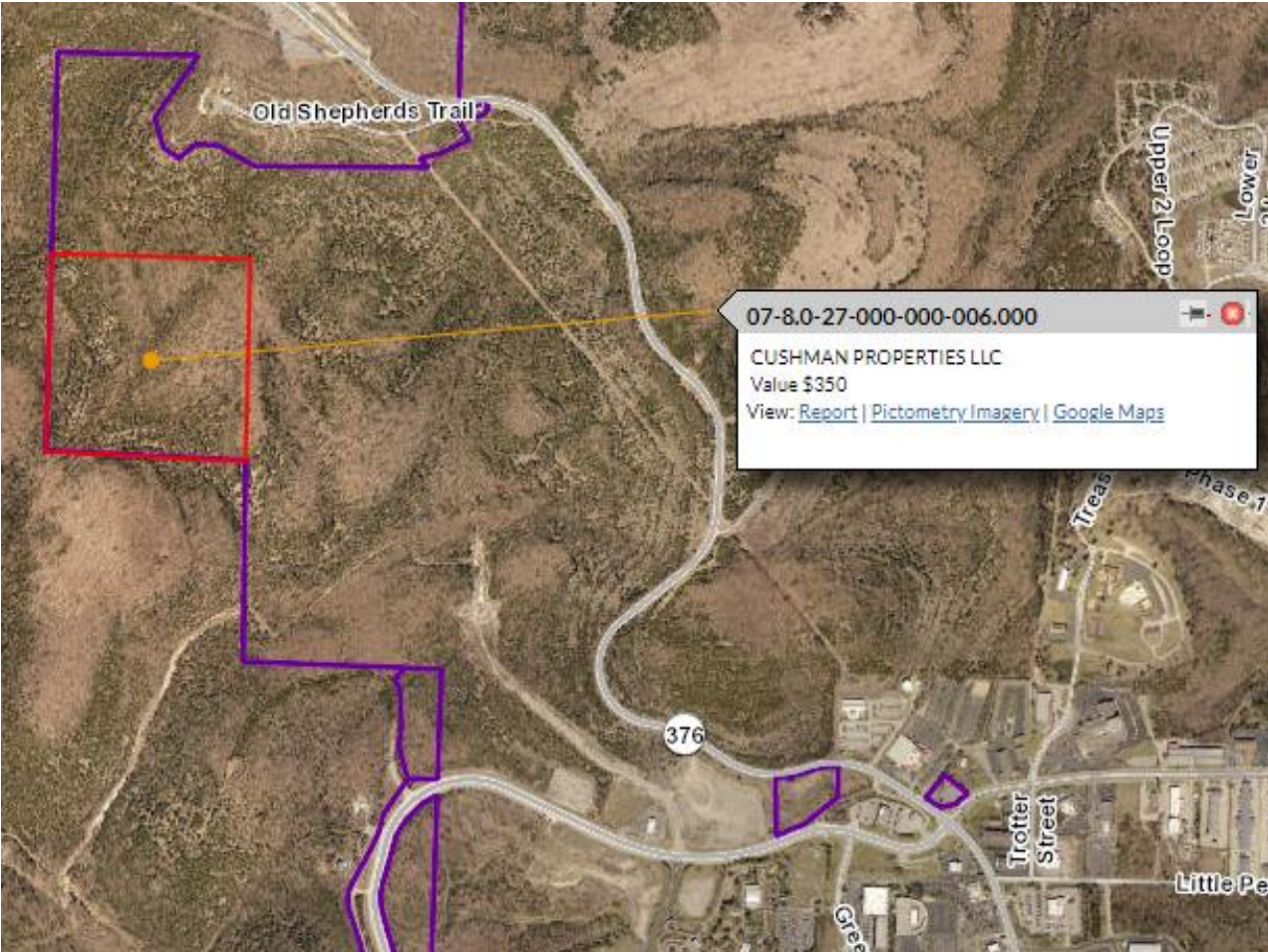
White River and Liberty to jointly serve this parcel in the areas identified in Liberty-1



White River to serve this parcel **except for that portion surveyed for Liberty's service area as depicted in Exhibit Liberty-1**



White River to serve this parcel



Liberty-3

Legal Description of Liberty's Service Area in Canyon Springs

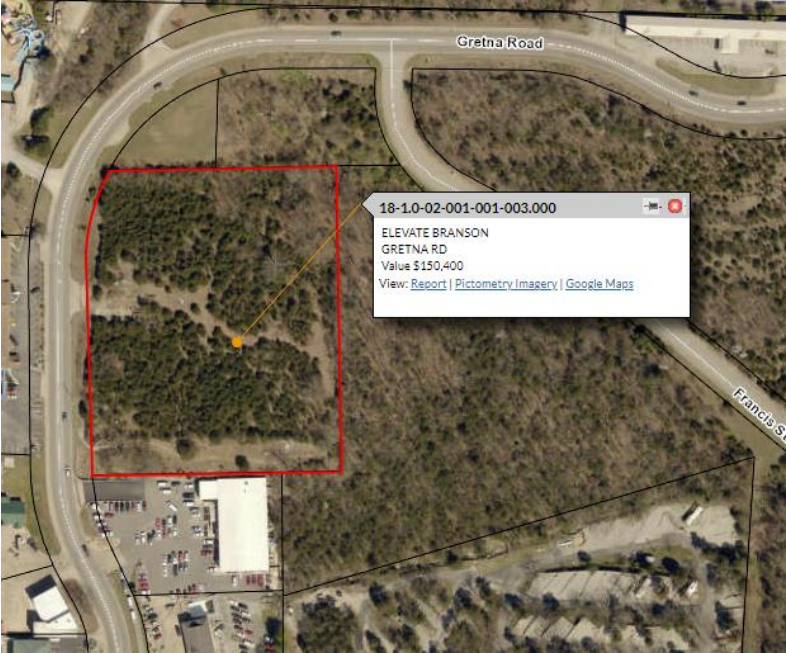
[To Follow]

White River-1

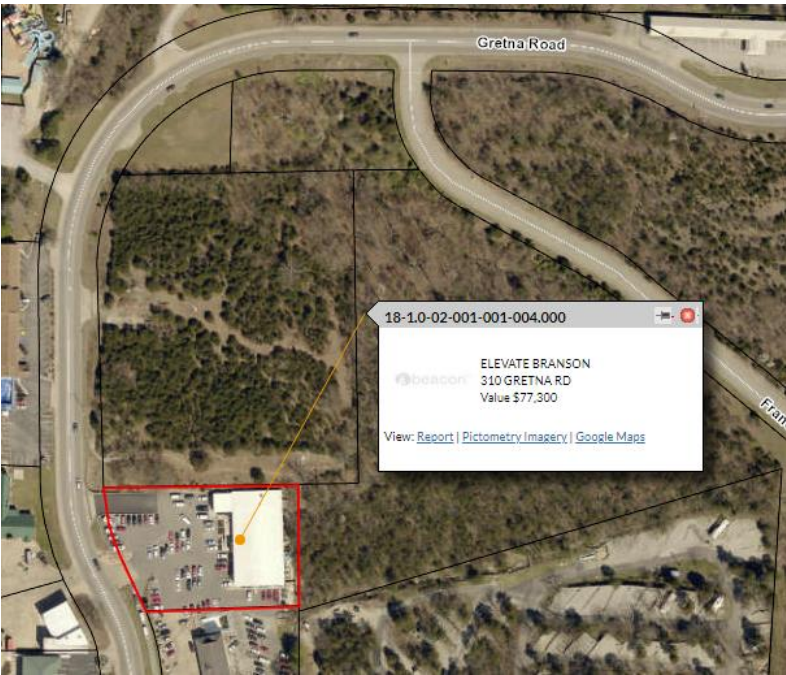
Parcel Map of White River Territory for Elevate Branson

Aerial Map of Elevate Branson Parcels –White River to Serve highlighted parcels

Parcel Nos: 18-1.0-02-001-001-003.000 (north parcel)



18-1.0-02-001-001-004.000 (south parcel)



White River-2

Legal Description of White River's Service Area for Elevate Branson

18-1.0-02-001-001-003.000 (north parcel)

ALL THAT PART OF THE WEST HALF (W½) OF LOT TWO (2) OF THE NORTHEAST FRACTIONAL QUARTER (NE¼) IN SECTION TWO (2), TOWNSHIP TWENTY-TWO (22) NORTH, RANGE TWENTY-TWO (22) WEST, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 1608.26 FEET WEST AND 377.88 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89°46' WEST 433.22 FEET TO THE EASTERLY RIGHT-OF-WAY OF A PUBLIC ROAD (GRETNA ACCESS ROAD); THENCE NORTH 8°11.5' WEST ON A 19.4862 DEGREE CURVE TO THE RIGHT 40.11 FEET; THENCE NORTH 0°14' WEST 308.35 FEET; THENCE ON A 20.4608 DEGREE CURVE TO THE RIGHT 160.24 FEET; THENCE NORTH 89°46' EAST 391.38 FEET; THENCE SOUTH 0°14' EAST 500 FEET TO THE POINT OF BEGINNING; ALL IN TANEY COUNTY, MISSOURI.

18-1.0-02-001-001-004.000 (south parcel)

PART OF THE WEST HALF (W1/2) OF THE LOT 2 OF THE FRACTIONAL NORTHEAST QUARTER (NE1/4) OF SECTION 2, TOWNSHIP 22 NORTH, RANGE 22 WEST, TANEY COUNTY, MISSOURI, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHICH IS 1,716.43 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 2; THENCE CONTINUING WEST 200.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF A GRETNA ROAD; THENCE NORTH 7°30' WEST ALONG R/W 90.78 FEET; THENCE ALONG R/W ON A 18.4320 DEGREE CURVE TO THE LEFT, 99.59 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG R/W ON SAID 18.4320 DEGREE CURVE TO THE LEFT, 18.86 FEET; THENCE NORTH 29°20' WEST ALONG R/W 85.00 FEET; THENCE ALONG R/W ON A 19.8406 DEGREE CURVE TO THE RIGHT, 106.56 FEET; THENCE NORTH 89°46' EAST 325.05 FEET; THENCE SOUTH 192.44 FEET; THENCE WEST 240.31 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART DEEDED, TAKEN OR USED FOR ROAD, STREET OR HIGHWAY PURPOSES.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.