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April 27, 2005

MARVIN L. SHARP, Of Counsel

GREGORY C. STOCKARD (1904-1993)
PHIL HAUCK (1924-1991)
EUGENE E. ANDERHECK (1923-2004)

FILED³

APR 29 2005

**Missouri Public
Service Commission**

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

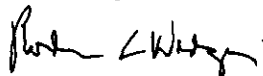
RE: *In the matter of the Application of Laclede Electric Cooperative and the City of St. Robert, Missouri for Approval of a Written Territorial Agreement Designating the Boundaries of Exclusive Service Areas for Each Within Hickory Valley, Phases 4, 5, and 6, of St. Robert, Missouri*

Dear Mr. Roberts:

Enclosed for filing in the above-referenced matter are the original and eight (8) copies of the Joint Application of Laclede Electric Cooperative and the City of St. Robert, Missouri. Also enclosed please find a check from Laclede Electric Cooperative in the amount of \$500, in accordance with 4 CSR 240.3.135.

Thank you for your attention to this matter.

Sincerely yours,



Rodric A. Widger

RAW/dw
Enclosures

cc: Tyce S. Smith, City Attorney for St. Robert
Ken Miller, Laclede Electric Cooperative
Office of General Counsel, PSC
Office of Public Counsel

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

FILED³

APR 29 2005

Missouri Public
Service Commission

In the Matter of the Application)	
Of Laclede Electric Cooperative)	
And the City of St. Robert, Missouri for)	
Approval of a Written Territorial Agreement)	Case No.
Designating the Boundaries of each)	
Electric Service Supplier within the)	
Hickory Valley Subdivision of the City)	
Of St. Robert, Pulaski County, Missouri.)	

JOINT APPLICATION

COME NOW Laclede Electric Cooperative ("Laclede") and the City of St. Robert, Missouri ("St. Robert"), hereinafter referred to collectively as "Applicants," by and through their respective counsel, and for their Joint Application to the Missouri Public Service Commission ("Commission"), pursuant to 4 CSR 240-2.060(1) and (13), 4 CSR 240-21.010, and Sections 394.312 and 416.041 RSMo. (2000), for an order approving Applicants' Territorial Agreement, respectfully state as follows:

1. **The Applicants** – Laclede is a Chapter 394 Cooperative corporation organized and existing under the laws of Missouri and has its principal office located in Lebanon, Missouri. It is engaged in the sale and distribution of electricity in portions of Missouri, including in and around the City of St. Robert in Pulaski County. Laclede has no pending or final judgments or decisions against it from any state or federal agency or court which involve customer service or rates within the three years immediately preceding the filing of this Joint Application.

2. St. Robert is a political subdivision of the 4th Class organized and existing under the laws of Missouri and has its principal office at 194 Eastlawn Ave., P.O. Box 1156, St. Robert, Missouri, 65584. It owns, operates and maintains an electric distribution system within its corporate limits to serve the residents and inhabitants of the city.

3. **Correspondence and Communication** - Correspondence, communications, and orders in regard to this Application should be directed to

For St. Robert
Mr. Tyce S. Smith
City Attorney
PO Box 494
Waynesville, MO 65583-0494
573-336-5222
573-336-2282 (fax)

For Laclede
Mr. Rodric A. Widger
Andereck, Evans, Milne,
Peace & Johnson, L.L.C.
1111 S. Glenstone
PO Box 4929
Springfield, MO 65808
417-864-6401
417-864-4967 (fax)

Mr. George Lauritson
Mayor
City of St. Robert
194 Eastlawn Ave., Suite A
St. Robert, MO 65584

Mr. Ken Miller
Manager
Laclede Cooperative
1400 E. Route 66, P.O. Box M
Lebanon, MO 65536

4. **The Territorial Agreement** - Subject to the terms and conditions of an Agreement, known as the "Territorial Agreement" between Laclede and St. Robert, Applicants have specifically designated the boundaries of the exclusive electric service area of Laclede for service to new structures in the Hickory Valley Subdivision of St. Robert, Missouri, which is more particularly described in the Agreement. Applicants have attached a copy of the Agreement to this Application as **Appendix A**, which is incorporated by reference into this Application and made a part hereof for all purposes. A metes and bounds description of the exclusive service area is part of the Agreement and is incorporated by reference into this Application and made part hereof for all purposes. The Territorial Agreement only establishes an exclusive service territory for Laclede in a single subdivision. It does not require transfer of any facilities or customers between the Applicants, so no list of all persons whose utility service would be changed by the agreement, as required by 4 CSR 240-2.060(13) is included.

5. **Articles of Incorporation** -- A certified copy of Cooperative's Articles of Incorporation and Certificate of Incorporation from the Secretary of State are attached as

Appendix B and are likewise incorporated by reference and made a part hereof for all purposes. The City of St. Robert, Missouri, is a political subdivision of the State of Missouri incorporated in 1953.

6. **Authority to Serve in Proposed Areas** - Laclede has statutory franchise authority in the areas it proposes to serve.

7. **Other Electric Suppliers** -- To Applicants' knowledge and belief there are no other electric suppliers serving in the immediate area covered by this Territorial Agreement.

8. **Agreement is in the Public Interest** - The Territorial Agreement is in the public interest because it establishes exclusive service obligations for new structures as between the Joint Applicants in the described area. The establishment of this exclusive service territory for Laclede within the corporate limits of St. Robert will prevent future duplication of electric service facilities and will also allow electric service customers within the area to know with certainty the supplier of their electric service. It makes most effective use of past investment in substation and distribution facilities by Laclede while avoiding the necessity of duplicate investment by St. Robert. Neither party is subject to the jurisdiction of the Commission for purposes of certificate authority or for rate regulation.

9. **Scope of Agreement** - Each Applicant will continue to have service responsibilities beyond the boundaries of the Agreement unaffected by the terms of the Agreement.

10. **Application Fee** - The Commission's fee required by 4 CSR 240-21.010 is submitted herewith.

WHEREFORE, Applicants respectfully request that the Public Service Commission of Missouri issue its order:

(a) Finding that the designation of electric service area is not detrimental to the public interest and approving the Applicants' Territorial Agreement;

(b) Authorizing Applicants to perform in accordance with the terms and conditions of the Agreement, Appendix A to the Joint Application.

CITY ATTORNEY

By Tyce S. Smith
Mr. Tyce S. Smith
City Attorney
PO Box 494
Waynesville, MO 65583-0494
573-336-5222
573-336-2282 (fax)

ATTORNEYS FOR THE
CITY OF ST. ROBERT, MISSOURI

Respectfully submitted,
ANDERECK, EVANS, MILNE, PEACE
& JOHNSON, LLC

By Rodric A. Widger
Mr. Rodric A. Widger
Andereck, Evans, Milne,
Peace & Johnson, L.L.C.
1111 S. Glenstone
PO Box 4929
417-864-6401
417-864-4967 (fax)
Email: rwidger@aempb.com

ATTORNEYS FOR LACLEDE
ELECTRIC COOPERATIVE

Certificate of Service

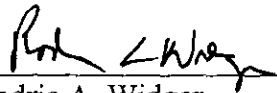
The undersigned certifies that a true and correct copy of the foregoing application was served by hand delivery this 27th day of April, 2005, upon the Office of the Public Counsel and the Office of the General Counsel.

Rodric A. Widger

VERIFICATION

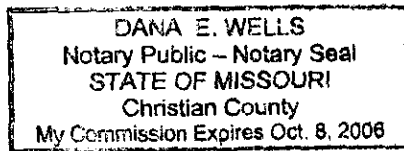
STATE OF MISSOURI)
) SS
COUNTY OF GREENE)

On the 25th day of April, 2005, before me appeared Rodric A. Widger, to me personally known, who being by me first duly sworn, states that he is the attorney for Laclede Cooperative and is authorized to file this application with the Missouri Public Service Commission and to execute the Application and this Verification on Laclede Electric Cooperative's behalf, and acknowledged that he has read the Joint Application of the City of St. Robert, Missouri and Laclede Electric Cooperative for Approval of a Territorial Agreement and that the facts stated therein are true and correct to the best of his knowledge, information and belief.


Rodric A. Widger

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.


Notary Public



VERIFICATION

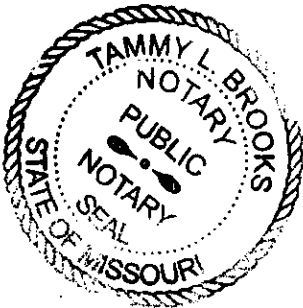
STATE OF MISSOURI)
) SS
COUNTY OF COLE)

On the 3rd day of March, 2005, before me appeared Tyce S. Smith, to me personally known, who being by me first duly sworn, states that he is the attorney for the City of St. Robert, Missouri, and is authorized to file this application with the Missouri Public Service Commission and to execute the Application and this Verification on the City of St. Robert, Missouri's behalf, and acknowledged that he has read the Joint Application of the City of St. Robert, Missouri and Laclede Electric Cooperative for Approval of a Territorial Agreement and that the facts stated therein are true and correct to the best of his knowledge, information and belief.

Tyce S. Smith
Tyce S. Smith

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.

Tammy L. Brooks
Notary Public
My term expires May 12, 2007



TERRITORIAL AGREEMENT

THIS AGREEMENT is made and entered into as of this 28 day of March 2005, by and between the CITY OF ST. ROBERT, MISSOURI, a political subdivision of the 4th Class organized and existing under the laws of Missouri with its principal office located at 194 Eastlawn Ave., St. Robert, Missouri ("St. Robert") and LACLEDE ELECTRIC COOPERATIVE, a Missouri rural electric cooperative organized and existing pursuant to Chapter 394, RSMo. with its office located at 1400 E. Route 66, Lebanon, Missouri ("Laclede").

WITNESSETH:

WHEREAS, St. Robert and Laclede are authorized by law to provide electric service within certain areas of Missouri, including portions of Pulaski County; and

WHEREAS, Sections 394.312 and 416.041 RSMo. 2000, provides that competition to provide retail electrical service as between rural electric cooperatives such as Laclede and electrical corporations such as St. Robert may be displaced by written territorial agreements;

WHEREAS, St. Robert and Laclede desire 1) to promote the orderly development of retail electrical service within a portion of St. Robert, Pulaski County, Missouri, 2) to avoid unnecessary duplication of electrical facilities therein, and 3) to most effectively avail themselves of prior investment and planning for serving the public; and

WHEREAS, this Territorial Agreement does not require any customer of either St. Robert or Laclede to change its supplier;

NOW, THEREFORE, St. Robert and Laclede, in consideration of the mutual covenants and agreements herein contained, the adequacy and sufficiency of which are hereby acknowledged, agree as follows:

1. Description of Territory Affected.

A. This Agreement pertains only to three parcels of land in Pulaski County, Missouri, which collectively comprise additional phases of the residential development known as

APPENDIX A

"Hickory Valley." For purposes of this Agreement, they shall be referred to as "Phases 4, 5, and 6."

B. The legal description of Phase 4 of the Hickory Valley subdivision is, in its entirety, as recorded as Document No.: 2004-6319/B-155 of the Recorder of Deeds and is attached hereto as Exhibit A. The legal description of Phase 5 of the Hickory Valley subdivision is, in its entirety, as recorded as Document No.: 2004-8037/B-162 of the Recorder of Deeds and is attached hereto as Exhibit B. The legal description of Phase 6 of the Hickory Valley subdivision is, in its entirety, as recorded as Document No.: 2004-8038/B-163 of the Recorder of Deeds and is attached hereto as Exhibit C. The developer's plat maps will be made available to staff of the Commission upon its review.

C. This Agreement shall have no effect whatsoever upon service by Laclede or St. Robert in any areas other than Phases 4, 5, and 6 of the Hickory Valley subdivision.

D. The Hickory Valley subdivision of St. Robert is located within the corporate limits of the City of St. Robert, Missouri, and thus is not a "rural area" as defined by Section 394.020(3) RSMo. 2000.

2. Definitions.

A. For purposes of this Agreement, the references to "structure" have the same meaning as the statutory definition of the term "structure" found in Sections 393.106 and 394.315 RSMo. in effect at the relevant time. In the event no such statutory definitions exist or are not otherwise applicable, the term shall be construed to give effect to the intent of this agreement which is to designate an exclusive provider, as between the parties hereto, of retail electric service for anything using or designed to use electricity that is located within the Service Areas described herein.

B. The term "permanent service" shall have the same meaning as the definition of "permanent service" found in Section 394.315 RSMo., in effect at the relevant time. The term shall be liberally construed to give effect to the expressed intent of this Agreement.

C. The term "new structure" shall mean (i) one on which construction has not commenced by the Effective Date, or (ii) one on which construction has commenced by the

Effective Date but on the Effective Date is not complete from the standpoint that permanent wiring for the electrical power and energy to be utilized by or within in the structure has not been permanently installed and permanently energized by physical connection to the facilities of an electrical supplier, or (iii) one for which the respective electrical inspection authority has not granted a permit by the Effective Date for it to be energized, or (iv) one for which the respective building authority has not granted an occupancy permit by the Effective Date.

D. The term "Effective Date" shall mean 12:01 a.m. of the date on which the Report and Order of the Commission approving this Agreement is effective pursuant to the terms of such Report and Order, unless a writ of review or other proceeding is taken challenging the Report and Order, in which case there shall be no Effective Date of this Agreement until St. Robert and Laclede both execute a document which establishes an Effective Date for purposes of this Agreement.

3. Exclusive Service Areas Established.

A. Laclede, pursuant to this Territorial Agreement, shall be entitled to provide permanent service to all structures now located within Phases 4, 5, and 6 of the Hickory Valley subdivision and all new structures within Phases 4, 5, and 6 of the Hickory Valley subdivision and therefore it shall be considered the exclusive Service Area of Laclede, as between St. Robert and Laclede. St. Robert does not now serve any structures, and shall not be allowed to serve any new structures, within Phases 4, 5, and 6 of the Hickory Valley subdivision.

B. This Agreement does not purport to affect the rights of any electric supplier not a party to this Agreement.

4. Condition Precedent – Regulatory Approvals. This Agreement is conditioned upon receipt of approval of it by the Commission with no changes, or those changes which have been expressly agreed to by St. Robert and Laclede. Either party may file an application for rehearing or other document with the Commission prior to the effective date of a Commission order approving this Agreement if the party objects to the form or content of the Commission's order approving the Agreement. If neither party files such an application for rehearing or document prior to the effective date of the Commission order approving this Agreement, it shall be presumed that the approval is satisfactory in form and content to both parties.

5. Service to Structures Receiving Service as of the Date of this Agreement. There are currently no structures located within Phases 4, 5, and 6 on the date of this Agreement which is receiving permanent electric service. To the knowledge of St. Robert and Laclede, there are no other suppliers of electricity providing permanent electric service within the subdivision.

6. Structures Coming Into Existence After the Effective Date.

A. After the Effective Date, Laclede shall have the exclusive right, as between St. Robert and Laclede, to provide permanent service to new structures within Phases 4, 5, and 6.

B. During interim period between the date of execution of this Agreement and the Effective Date, the parties shall abide by the territorial division provisions of this Agreement and may provide provisional service to any customer seeking service. Pending the issuance of a decision by the Commission either granting or denying approval of this Agreement, however, neither party shall construct primary or secondary electric facilities within the territory assigned exclusively to the other pursuant to this Agreement, unless (i) ordered to do so by the Commission or a court of competent jurisdiction or (ii) as a necessary part of the provision of service to its customers in other areas and such construction is within a previously established easement obtained for the purpose of providing service in other areas. In the interim before this Agreement is approved by the Commission, if a new structure should come into existence on one side of the proposed boundary and request service from the party on the opposite side of the boundary, and that party has existing right to provide such service, the parties agree to submit the matter to the Commission for determination in the case docketed for approval of this Agreement. The parties agree to propose to the Commission in such case that the party which will have the exclusive right to serve the customer if this Agreement is approved by the Commission should have the exclusive right and obligation to serve the customer in the interim.

7. Indirect Provision of Service to Structures Not Permitted. The intent of this Agreement is to designate an exclusive provider of electric service for structures or anything else using or designed to use electricity to be located within the described areas. Neither party shall furnish, make available, assist in providing, render or extend electric service to a structure, which that party would not be permitted to serve directly pursuant to this Agreement, by indirect means such as through a subsidiary corporation, through another entity, or by metering services outside

of the area for delivery within the area. This shall not be construed to otherwise prohibit sales of electric power and energy between the parties to this Agreement.

8. Term. The initial term of this Agreement shall be twenty (20) years from and after the Effective Date ("initial term"). Thereafter, this Agreement shall be automatically renewed for successive five (5) year terms ("renewal terms") commencing on the anniversary of the Effective Date ("renewal date") unless either party hereto shall notify the other party in writing of its intent to terminate this Agreement at least one (1) year in advance of any such renewal date. The parties agree that a copy of any notice of termination of this Agreement shall be simultaneously served upon the Executive Secretary of the Commission and the Office of the Public Counsel. Termination of this Agreement shall eliminate the exclusive service territories provided for herein, but shall not entitle a party to provide service to a structure lawfully being served by the other party, or allow a change of supplier to any structure in the other's Service Area hereunder, unless such a change is otherwise permitted by law.

9. Cooperation. St. Robert and Laclede agree to undertake all actions reasonably necessary to implement this Agreement. St. Robert and Laclede will cooperate in presenting a joint application to the Commission demonstrating that this Agreement is in the public interest. Laclede shall pay all the costs assessed by the Commission for seeking administrative approval of this Agreement. All other costs, including but not limited to the attorneys fees of each party, will be borne by the respective party incurring the costs.

10. General Terms.

A. Land Descriptions: The land descriptions utilized in this Agreement are assumed by the parties to be accurate and reliable and to match the maps being submitted; however, where there are maps and the map does not correspond with the metes and bounds description, the map shall be controlling.

B. No Constructive Waiver: No failure of St. Robert or Laclede to enforce any provision hereof shall be deemed to be a waiver.

C. Modifications: Neither the boundaries described in this agreement nor any provision of this Agreement may be modified or repealed except by a signed writing of the parties which is approved by all applicable regulatory authorities.

D. Survival: This Agreement shall inure to the benefit and be binding upon the parties, their respective successors and assigns.

E. Lack of Approval or Termination: If the Commission or any other regulatory authority having jurisdiction does not approve this Agreement, this Agreement shall be nullified and of no legal effect between the parties. If this Agreement is terminated pursuant to its terms, it shall thereafter be nullified and of no further legal effect except as may be necessary to govern disputes concerning situations existing prior to such termination. Further, if any part of this Agreement is declared invalid or void by a court or agency of competent jurisdiction, then the parties shall replace such provision as similarly as possible to the provision which was declared invalid or void so as to return each of them, as much as practical, to the status quo prior to the declaration.

F. This Agreement shall not be construed to prevent either party from obtaining easements or right of way through or in any part of the Service Area of the other if the acquisition of such easement or right of way is reasonably necessary to or desirable for the performance of the party's duties to provide electric service to its customers in other areas.

G. The subsequent platting, re-platting, subdividing, re-subdividing, or re-naming of any parcel or subdivision covered by this Agreement shall not affect the respective rights of St. Robert or Laclede established by this Agreement.


11. Subsequent Legislation. This Agreement is reached between the parties based upon their understanding of the current state of the law in Missouri under Section 394.315 RSMo. 2000, which allows an electrical supplier, once it lawfully commences supplying retail electric energy to a structure through permanent service facilities, to have the right to continue serving such structure. Further, the concept of service under those sections at the current time contemplates not only the physical provision of the conductors to provide an electrical path and connection between the structure and the conductors of the electrical supplier, but also the provision of electrical power and energy through such conductors. In the event the law in

Missouri is changed during any term of this Agreement to provide that the provider of the electrical facilities (i.e. conductors) within the Service Area is not also required or assumed to be the provider of electrical power and energy (i.e., the electricity), and thereby give customers a choice as to who provides their electricity, as contrasted with who owns the wires over which such electricity is provided, then nothing in this Agreement shall be construed to prohibit St. Robert from providing electrical power and energy to structures within the Service Area of Laclede established by this Agreement, or Laclede from providing electrical power and energy to structures within the Service Area of St. Robert established by this Agreement, under the terms of such future legislation, notwithstanding the terms of this Agreement to the contrary. However, if either § 394.315 or § 394.312 RSMo. are repealed and not reenacted in a form substantially equivalent to their status on the Effective Date, this Agreement shall terminate, coincident with the effective date of the elimination of the current content of § 394.315 or § 394.312, as the case may be.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 28 day of March, 2005.

CITY OF ST. ROBERT, MISSOURI

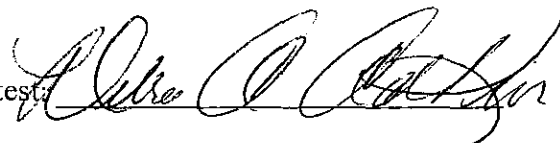
LACLEDE ELECTRIC COOPERATIVE

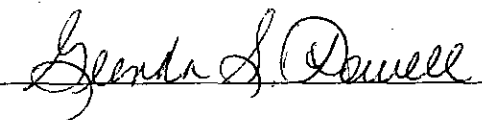
By: 

By: 

Title: Mayor

Title: President

Attest: 
(seal)

Attest: 
(seal)

Phase - #4

PLAT DESCRIPTION

(Doc#/Slip#: 2004-0319/B-155)

PART OF TRACT 2, TOGETHER WITH THE USE OF THE 24' WIDE ACCESS EASEMENT, AS SHOWN ON AND PART OF HICKORY VALLEY THIRD ADDITION, A SUBDIVISION IN ST. ROBERT, PULASKI COUNTY, MISSOURI AS RECORDED IN SLIDE "B" AT PAGE 96 IN THE PULASKI COUNTY, MISSOURI RECORDER'S OFFICE. TRACT 2 PREVIOUSLY DESCRIBED BY METES AND BOUNDS.

THE REPLAT BOUNDS BEING DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP-36-NORTH, RANGE-11-WEST OF THE FIFTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SAID NORTHWEST QUARTER OF THE NORTH-EAST QUARTER (1/4-1/4); THENCE S.00°13'10"W. ALONG THE EAST LINE OF THE SAID 1/4-1/4, A DISTANCE OF 308.06 FEET TO THE SOUTHEAST CORNER OF HICKORY VALLEY SECOND ADDITION PLAT, AS FOUND IN THE PULASKI COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK B, AT PAGE 84, FOR THE POINT OF BEGINNING:

THENCE CONTINUING S.00°13'10"W. ALONG THE SAID EAST LINE OF THE 1/4-1/4, A DISTANCE OF 540.12 FEET; THENCE N.83°40'20"W., A DISTANCE OF 242.33 FEET; THENCE S.57°57'40"W., A DISTANCE OF 25.40 FEET; THENCE N.14°39'11"W., A DISTANCE OF 124.89 FEET TO THE CENTERLINE OF A 24 FOOT WIDE ACCESS EASEMENT; THENCE S.75°16'58"W. AND ALONG SAID CENTERLINE OF ACCESS, A DISTANCE OF 173.11 FEET; THENCE N.05°48'44"E., A DISTANCE OF 453.98 FEET TO A POINT ON THE SOUTH LINE OF SAID HICKORY VALLEY SECOND ADDITION PLAT; THENCE S.89°46'40"E. AND ALONG SAID LINE, A DISTANCE OF 417.50 FEET TO THE POINT OF BEGINNING. ALL BEING IN LOT 2 OF HICKORY VALLEY THIRD ADDITION, IN ST. ROBERT, PULASKI COUNTY, MISSOURI AND CONTAINING 4.94 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD, IF ANY, AND ANY PORTION DEEDED, TAKEN OR RELINQUISHED FOR ROADWAY PURPOSES.



PLAT DESCRIPTION (DOC #/SLIP #: 2004-8037/B-162)

HICKORY VALLEY FIFTH ADDITION PROPERTY DESCRIPTION:

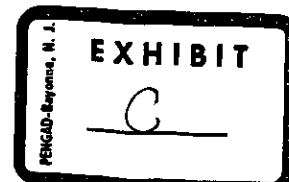
A PART OF THE W ½ OF THE SE ¼ OF SEC. 14, T36N, R11W OF THE 5TH P.M. DESCRIBED AS FOLLOWS, BEGINNING AT THE NW CORNER OF THE NW ¼ OF THE SE ¼ OF SAID SEC. 14, THENCE S 89°31'18" E 495.73 FEET ALONG THE NORTH LINE OF SAID SE ¼, THENCE LEAVING SAID NORTH, LINE S 0°28'42" W 62.89 FEET, THENCE S 08°50'01" W 51.37 FEET, THENCE S 05°54'15" W 3.55 FEET, THENCE S 50°11'24" E 83.63 FEET, THENCE S 53°00'20" E 399.55 FEET, THENCE S 50°43'36" W 171.19 FEET, THENCE S 18°14'24" E 171.93 FEET, THENCE S 0°20'25" W 561.13 FEET, THENCE S 42°56'36" W 74.34 FEET, THENCE S 43°21'58" W 63.98 FEET, THENCE N 81°45'41" W 173.38 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF VALLEY DRIVE, THENCE N 81°23'41" W 50.36 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF VALLEY DRIVE, THENCE WITH SAID WESTERLY, RIGHT-OF-WAY LINE ALONG A CURVE TO THE RIGHT WITH A CHORD BEARING AND LENGTH OF S 16°49'49" W 37.91 FEET, THENCE N 72°08'57" W 149.43 FEET, THENCE N 14°14'04" E 229.61 FEET, THENCE N 04°38'31" E 60.12 FEET, THENCE N 0°10'48" W 233.12 FEET, THENCE N 18°29'47" W 285.36 FEET, THENCE N 29°30'13" W 284.07 FEET, THENCE N 89°52'18" W 138.48 FEET TO THE WEST LINE OF SAID SE 1/4, THENCE N 0°07'42" E 333.07 FEET TO THE POINT OF BEGINNING, CONTAINING 15.31 ACRES, SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OR THOSE OF RECORD.



PLAT DESCRIPTION (DOC #/SLIP #: 2004-8038/B-163)

HICKORY VALLEY SIXTH ADDITION PROPERTY DESCRIPTION:

A PART OF THE W ½ OF THE SE ¼ OF SEC. 14, SEC. 14, T36N R11W OF THE 5TH P.M. DESCRIBED AS FOLLOWS, BEGINNING AT THE NE CORNER OF THE SW ¼ OF THE SE ¼ OF SAID SEC. 14, THENCE ALONG THE EAST LINE OF SAID SW ¼ OF THE SE ¼ S 00° 02' 47" W 332.17 FEET, THENCE S 65° 14' 06" W 169.11 FEET, THENCE N 54° 16' 35" W 196.95 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BIRCHTREE CIRCLE, THENCE N 54° 16' 35" W 50.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF BIRCHTREE CIRCLE, THENCE N 54° 30' 23" W 298.49 FEET, THENCE N 42° 56' 36" E 74.34 FEET, THENCE N 00° 20' 25" E 561.13 FEET, THENCE N 18° 14' 24" W 171.93 FEET, THENCE N 50° 43' 36" E 171.19 FEET, THENCE N 46° 44' 44" E 172.14 FEET, THENCE S 63° 37' 54" E 377.85 FEET TO THE EAST LINE OF THE NW ¼ OF THE SE ¼ OF SAID SEC. 14, THENCE ALONG SAID EAST LINE S 00° 03' 39" E 751.86 FEET TO THE POINT OF BEGINNING CONTAINING 14.23 ACRES, SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF THOSE OF RECORD.



STATE OF MISSOURI



Robin Carnahan
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

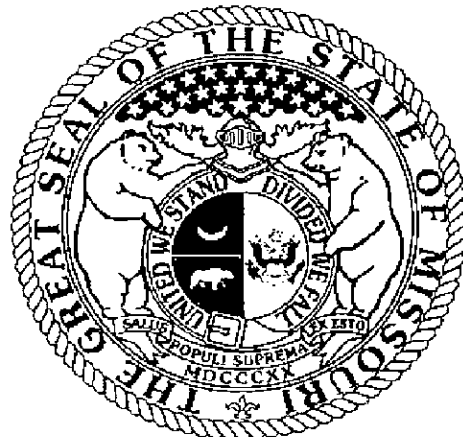
LACLEDE ELECTRIC COOPERATIVE
Q00061788B

was created under the laws of this State on the 22nd day of September, 1938, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 25th day of April, 2005

Robin Carnahan

Secretary of State



Certification Number: 7630313-1 Reference:
Verify this certificate online at <http://www.sos.mo.gov/businessentity/verification>

APPENDIX B



Q00061788B

CERTIFICATE OF CORPORATE RECORDS

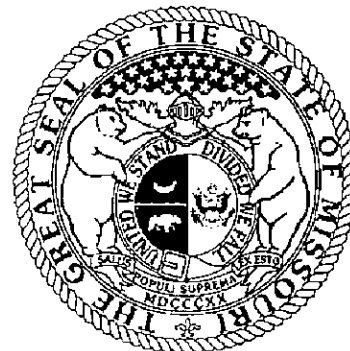
LACLEDE ELECTRIC COOPERATIVE

I, ROBIN CARNAHAN, Secretary of the State of Missouri and Keeper of the Great Seal thereof, do hereby certify that the annexed pages contain a full, true and complete copy of the original documents on file and of record in this office for which certification has been requested.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 26th day of April, 2005



Secretary of State



ARTICLES OF INCORPORATION
OF
LACLEDE ELECTRIC COOPERATIVE

KNOW ALL MEN BY THESE PRESENTS:

We, the undersigned, for the purpose of forming a cooperative association under and pursuant to the provisions of Article 29, Chapter 87, of the Revised Statutes of Missouri, 1929, and amendments thereto, do hereby associate ourselves as a cooperative association and do adopt the following articles of incorporation.

First. The name of the Cooperative shall be Laclede Electric Cooperative.

Second. The names and places of residence of the incorporators of the Cooperative are:

<u>NAME</u>	<u>RESIDENCE</u>
<u>J. H. Easley</u>	<u>Lebanon, Missouri.</u>
<u>S. M. Riggs</u>	<u>Richland, Missouri.</u>
<u>Ray O. McCulloch</u>	<u>Lebanon, Missouri.</u>
<u>Hugh Corry</u>	<u>Lebanon, Missouri, Route 1.</u>
<u>J. W. Shannon</u>	<u>Lebanon, Missouri.</u>
<u>Paul F. Zelsman</u>	<u>Lebanon, Missouri.</u>
<u>V. W. Minkler</u>	<u>Lebanon, Missouri, Route 2.</u>
<u>Claud E. Windsor</u>	<u>Lebanon, Missouri.</u>
<u>Eldon Elmore</u>	<u>Lebanon, Missouri, Route 1.</u>
<u>D. A. Atkins</u>	<u>Lebanon, Missouri.</u>
<u>C. T. Clark</u>	<u>Lebanon, Missouri.</u>
<u>D. B. Claiborn</u>	<u>Decaturville, Missouri.</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Third. The conduct of the business of the Cooperative shall be upon the cooperative plan and the purposes for which it is formed are:

- (a) to generate, manufacture, purchase, acquire and accumulate electric energy for its shareholders and to transmit, distribute, furnish, sell and dispose of such electric energy to its shareholders only, and to construct, erect, purchase, lease as lessee and in any manner acquire, own, hold, maintain, operate, sell, dispose of, lease as lessor, exchange and mortgage plants, buildings, works, machinery, supplies, apparatus, equipment and electric transmission and distribution lines or systems necessary, convenient or useful for carrying out and accomplishing any or all of the foregoing purposes;
- (b) to acquire, own, hold, use, exercise and, to the extent permitted by law, to sell, mortgage, pledge, hypothecate and in any manner dispose of franchises, rights, privileges, licenses, rights of way and easements necessary, useful or appropriate to accomplish any or all of the purposes of the Cooperative;
- (c) to purchase, receive, lease as lessee, or in any other manner acquire, own, hold, maintain, use, convey, sell, lease as lessor, exchange, mortgage, pledge or otherwise dispose of any and all real and personal property or any interest therein necessary, useful or appropriate to enable the Cooperative to accomplish any or all of its purposes;
- (d) to assist its shareholders to wire their premises and install therein electrical and plumbing appliances, fixtures, machinery, supplies, apparatus and equipment of any and all kinds and character (including, without limiting the generality of the foregoing, such as are applicable to water supply and sewage disposal) and, in connection therewith and for such purposes, to purchase, acquire,

lease, sell, distribute, install and repair electrical and plumbing appliances, fixtures, machinery, supplies, apparatus and equipment of any and all kinds and character (including, without limiting the generality of the foregoing, such as are applicable to water supply and sewage disposal) and to receive, acquire, endorse, pledge, guarantee, hypothecate, transfer or otherwise dispose of notes and other evidences of indebtedness and all security therefor;

(e) to borrow money, to make and issue bonds, notes and other evidences of indebtedness, secured or unsecured, for moneys borrowed or in payment for property acquired, or for any of the other objects or purposes of the Cooperative; to secure the payment of such bonds, notes or other evidences of indebtedness by mortgage or mortgages, or deed or deeds of trust upon, or by the pledge of or other lien upon, any or all of the property, rights, privileges or permits of the Cooperative, wheresoever situated, acquired or to be acquired; and

(f) to do and perform, either for itself or its shareholders, any and all acts and things, and to have and exercise any and all powers, as may be necessary or convenient to accomplish any or all of the foregoing purposes, or as may be permitted by the Act under which the Cooperative is formed.

The enumeration of the foregoing purposes shall not be held to limit or restrict in any manner the general powers of the Cooperative, and the Cooperative shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon cooperatives of the character of this Cooperative by the laws of the State of Missouri now or hereafter in force.

Fourth. The principal place of business of the Cooperative shall be located in Lebanon in the County of Laclede, State of Missouri.

Fifth. The amount of the authorized capital stock of the Cooperative shall be thirty thousand Dollars (\$30,000), divided into six thousand (6000) shares of the par value of five Dollars (\$5.00) each. The shares of authorized capital stock may be issued from time to time and shall be paid for at such times and in such manner as the bylaws of the Cooperative shall provide.

Sixth. The duration of the Cooperative shall be perpetual.

Seventh. The Cooperative may not sell, mortgage, lease or otherwise dispose of or encumber any of its property other than:

- (a) property which in the judgment of the board of directors neither is nor will be necessary or useful in operating and maintaining the Cooperative's system and facilities; provided, however, that all sales of such property shall not in any one (1) year exceed in value ten per centum (10%) of the value of all of the property of the Cooperative;
- (b) services of all kinds, including electric energy; and
- (c) personal property acquired for resale,

unless such sale, mortgage, lease, or other disposition or encumbrance is authorized at a meeting of the members by the affirmative vote of at least two-thirds ($\frac{2}{3}$) of the members voting thereon at such meeting in person or by proxy, and the notice of such proposed sale, mortgage, lease or other disposition or encumbrance shall have been contained in the notice of the meeting; provided, however, that notwithstanding anything herein contained, the board of directors, without authorization by the members, shall have full power and authority to borrow money from the United States of America, Reconstruction Finance Corporation, or any agency or instru-

mentality thereof, and in connection with such borrowing to authorize the making and issuance of bonds, notes or other evidences of indebtedness and, to secure the payment thereof, to authorize the execution and delivery of a mortgage or mortgages, or a deed or deeds of trust upon, or the pledging or encumbering of any or all of the property, assets, rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired, and wherever situated, all upon such terms and conditions as the board of directors shall determine.

IN TESTIMONY WHEREOF we have hereunto set our hands this
21st. day of September, 1938.

J. H. Easley

S. M. Riggs

Ray O. McCulloch

Hugh Corry

J. W. Shannon

Paul F. Zelsman

V. W. Minkler

Claud E. Windsor

Eldon Elmore

D. A. Atkins

C. T. Clark

D. B. Claiborn

STATE OF MISSOURI)
) SS
County of Laclede)

On this 21st. day of September, 1938, before me personally appeared J. H. Easley, S. M. Riggs, Ray O. McCulloch, Hugh Corry and J. W. Shannon five of the incorporators who subscribed the foregoing articles of

incorporation, to me known to be five of the persons described
in and who executed the said instrument and acknowledged that
they executed the same as their free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and
affixed my notarial seal the day and year last above written.

My commission expires December 9, 1941

Austin H. Gray
Notary Public

(SEAL)

CERTIFICATE OF TRUE COPY.

STATE OF MISSOURI)
COUNTY OF Laclede) SS

I, Wm. S. McCall, Recorder of Deeds in and for said County,
hereby certify that the above is a true copy of the Records as
the same appears in Book 108 at Page 223 in my office.

WITNESS my hand and seal, at office on Lebanon, Missouri.
this 21st day of September A.D. 1938.

Wm. S. McCall, Recorder.

By Tracy McCall deputy.

FILED IN 108 DEEDS
INDEXED IN 108 DEEDS

SEP 22 1938

Tracy McCall

State of Missouri } ss.
County of Laclede }

Filed for Record this 21st
day of September A. D. 1938
at 4 o'clock 30 minutes P. M.

Wm S McCall Recorder
Tracy McCall Deputy

No. 61788½.

Articles of Association

Laclede Electric Cooperative.

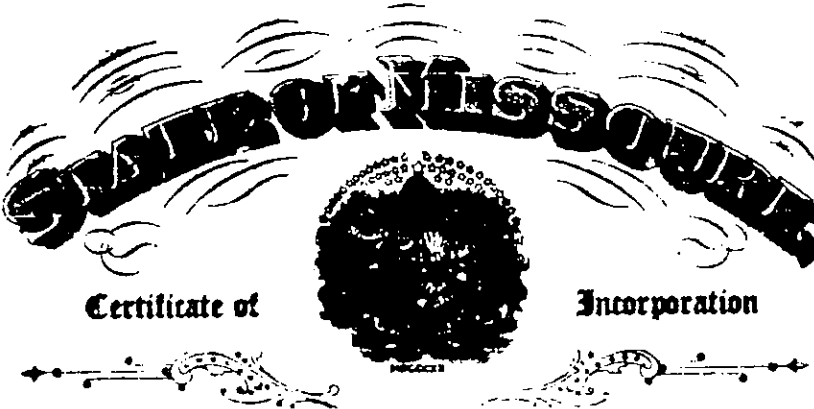
Location Libanon.

Capital \$ 30000 - and

 shares of no par value

For a term of perpetual years.

No. 817851



Certificate of

Incorporation

Whereas, An association organized under the name of
LACLEDE ELECTRIC COOPERATIVE

has filed in the office of the Secretary of State articles of Association
 on Agreement in writing, as provided by law, and has in all respects
 complied with the requirements of law governing the formation of
 Co-operative Associations for

CO-OPERATIVE AGRICULTURAL PURPOSES:

Now, Therefore, I, DWIGHT H. BROWN, Secretary of State of
 the State of Missouri, in virtue and by authority of law, do hereby
 certify that said association has, on the date hereof become a body corporate,
 duly organized under the name of LACLEDE ELECTRIC COOPERATIVE
 located at Lebanon

and is entitled to all the rights and privileges granted to Co-operative
 Associations under the laws of this State for a term of perpetual
 years, and that the amount of the Capital Stock of said corporation is
Thirty thousand Dollars.

(SEAL)

In Testimony Whereof, I hereunto set my hand and affix
 the Great Seal of the State of Missouri. Done at the City of
 Jefferson, this 22nd day of September
 A. D. Modern Hundred and Thirty eight.

Dwight H. Brown
 SECRETARY OF STATE

[Signature]
 CHIEF CLERK