

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the matter of the application of Grundy Electric)
Cooperative, Farmers Electric Cooperative and Northwest)
Missouri Electric Cooperative for approval of a written)
territorial agreement designating the boundaries of each)
electric service supplier in the counties of Caldwell,)
Carroll, Chariton, Clinton, Daviess, DeKalb, Linn,)
Livingston, Ray, Grundy, Mercer, Harrison, Sullivan,)
Putnam, Gentry, Andrew, Buchanan, Holt and Nodaway in)
Missouri.)

CASE NO. EO-96-188

REPORT AND ORDER

Issue Date: March 19, 1996

Effective Date: March 29, 1996

territory. The proposed territorial agreement is attached to this Report and Order as Attachment A. The Commission issued an Order and Notice on December 12, 1995, directing parties wishing to intervene in the case to do so by January 5, 1996. The Commission established a procedural schedule, setting the case for Prehearing Conference on February 13, 1996, at 10:00 a.m. with an evidentiary hearing beginning the same day at 1:00 p.m. The Missouri Association of Municipal Utilities (MAMU), Union Electric Company (UE), and North Central Missouri Electric Cooperative (NCMEC) filed applications to intervene that were granted on January 16, 1996. The parties filed testimony and met in prehearing conference at 10:00 a.m. on February 13, 1996. The Commission conducted an evidentiary hearing beginning on February 13, 1996, at 1:00 p.m. UE failed to appear for the prehearing conference or the hearing without asking to be excused. At the hearing the Applicants moved for dismissal of UE from the case and the motion was granted. The hearing concluded with closing arguments.

Findings of Fact

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the following findings of fact:

Grundy, Farmers, and Northwest are rural electric cooperatives that provide electric energy and service to their members in the State of Missouri. None of the three cooperatives is subject to Commission regulation of its service or rates. Grundy's principal office is in Trenton, Missouri; the cooperative serves approximately 7,875 customers. Farmers' principal office is in Chillicothe, Missouri; it serves approximately 10,700 customers. Northwest's principal office is in Savannah, Missouri; it serves approximately 5,400 customers.

Intervenor UE is a public utility that provides electric service to the public in the State of Missouri, subject to the jurisdiction of the Commission. UE's principal place of business is in St. Louis, Missouri.

NCMEC is a rural electric cooperative that provides electric energy and service to its members in the State of Missouri. NCMEC is not subject to Commission regulation of its service or rates. MAMU is a not-for-profit corporation whose members are all municipal utilities or municipal boards of public utilities that own and operate publicly-owned electric utilities within municipalities. Like cooperatives, municipal utilities are not subject to Commission regulation of their service and rates.

A. Public interest inquiry.

Grundy, Farmers, and Northwest jointly applied for approval of a territorial agreement which would designate the boundaries of the exclusive electric service area of each Applicant in the Missouri counties of Andrew, Buchanan, Caldwell, Carroll, Chariton, Clinton, Daviess, DeKalb, Gentry, Grundy, Harrison, Holt, Linn, Livingston, Mercer, Nodaway, Putnam, and Ray. The agreement is designed to avoid duplication of facilities, concentrate the service territories of each supplier, reduce customer confusion, improve safety for employees and the public, and promote cooperation rather than competition over new customers. No exchange of facilities and no new grant of a certificate of convenience and necessity will be required to facilitate the agreement if approved. In addition to the Intervenor, Union Electric Company, Kansas City Power & Light Company, Missouri Public Service Co., St. Joseph Light & Power Company, the City of Chillicothe, the City of Gallatin, the City of Meadville, the City of Pattonsburg, and other municipal utilities provide electric service in the area covered by the territorial agreement. Before approving the proposed territorial agreement the Commission must determine that it is not detrimental to the public interest.

The Intervenor initially objected to approval of the territorial agreement on the grounds that the applicants were encroaching on portions of the service territories of the City of Cameron, a MAMU member, and NCMEC. The Applicants argued that § 394.312.5 RSMo, which

states that approval of a territorial agreement shall not affect or diminish the rights and duties of suppliers not party to the agreement, prevents any harm to Intervenor regardless of where the Applicants draw the boundary lines between them. After negotiations among the parties, the Applicants made some changes in the legal descriptions of the boundary lines. The Intervenor filed a Withdrawal of Intervenor's Opposition to Joint Applicants' Application on February 9, 1996, and waived their right to cross-examination.

Dan Bryan, in his prefiled testimony on behalf of Farmers, stated that the territorial agreement essentially represents a formalization of the unwritten boundaries the three cooperatives have observed for several years. He stated that, due to increasing development in the area, the Applicants wish to establish who will serve which new customers in the area by formally settling these traditionally observed boundaries. Mr. Bryan testified that the agreement was designed to avoid future duplication of facilities and ensure the safety of cooperative employees and the public. The Applicants also wish to increase the public's convenience by making it easy to determine who is the electric supplier in the area and who should be contacted when outages or service problems arise. Mr. Bryan testified that there are no customers of Farmers, Grundy, or Northwest, who will need to be reassigned as a result of the territorial agreement. Mr. Jon McClure, on behalf of Grundy, and Mr. Howard Miller, on behalf of Northwest, testified to the same facts as Mr. Bryan.

Staff witness Bill Washburn testified that the application for approval of the territorial agreement complies with Commission rule 4 CSR 240-2.060. He also stated that no customers would change supplier as a result of the territorial agreement. In rebuttal testimony Mr. Washburn stated that the metes and bounds description submitted with the Application contained errors which must be corrected before he would recommend

approval. The Applicants offered revised metes and bounds descriptions of their service areas under the territorial agreement which were received into evidence as Exhibits 5 (Farmers), 6 (Grundy), and 7 (Northwest).

Based on the evidence, the Commission finds that the joint application submitted by Grundy, Farmers, and Northwest substantially complies with Commission rules regarding territorial agreements. The Commission finds that the territorial agreement submitted by these cooperatives formalizes boundaries the parties have historically observed and will avoid duplication of facilities that might result from future development in the area. The Commission finds that approval of the territorial agreement will help ensure the safety of the public and of employees of the cooperatives. The territorial agreement will reduce the possibility of customer confusion by clarifying which supplier a customer should call in case of a power outage or other service problem. The Commission finds that, since all the parties' current customers will retain the same electric supplier, the agreement will not inconvenience or adversely affect customers. The Commission finds that, with the exception of the addendum procedure addressed below, and with the condition that the revised metes and bounds descriptions be referenced by the agreement, the territorial agreement is not detrimental to the public interest.

B. Addendum procedure.

Paragraph 10 of the territorial agreement includes a procedure that would permit a structure to receive service from one party even though it is located in another party's designated service area. The party wishing the special arrangement would have to file appropriate documentation (called an "Addendum") with the Commission and the arrangement would be subject to Commission approval. Similar provisions have been approved in other cases approving territorial agreements, including **Union Electric and Laclede**, Case No. EO-95-151, Report and Order, issued February 8, 1995.

In direct testimony Staff witness Washburn stated that the addendum procedure includes language that should be changed before he could recommend approval. Specifically, Staff objects to the sentence reading: "If the Staff, Office of the Public Counsel, or the Commission on its own motion, do not submit a pleading objecting to the Addendum within forty-five (45) days of the filing thereof, the Addendum shall be deemed approved by the aforesaid parties and the Staff shall file a recommendation with the Commission and the Commission may then issue an order approving the Addendum." Staff's position is that the Commission should not be included as a party required to state its objection within 45 days or be deemed to approve of an Addendum. Staff argues that this clause attempts to bind the Commission as though it were a party to the territorial agreement, and could result in the Commission being forced to approve an Addendum as a result of inaction, rather than as a result of active oversight. Further, Staff argues that by including only Staff, OPC, and the Commission, intervenors in the case and other interested parties could be prevented from putting forward valid objections. Mr. Washburn stated that the Commission has approved this language in past cases but he nevertheless believes the language to be inappropriate. None of the parties addressed the Addendum issue at the hearing, although Counsel for Staff said in opening statement that Staff recommended approval of the agreement.

In addition to the concerns raised by Staff, the Commission is reluctant to approve the Addendum provision as it stands because of its apparent attempt to bind the Commission to a particular procedure. The provision presently reads, in part:

If the Staff, Office of Public Counsel, or the Commission on its own motion, do not submit a pleading objecting to the Addendum within forty-five (45) days of the filing thereof, the Addendum shall be deemed approved by the aforesaid parties and the Staff shall file a recommendation with the Commission and the Commission may then issue an Order approving the Addendum. However, if a pleading in opposition to the Addendum is filed, then the Commission shall schedule an evidentiary

hearing at the earliest opportunity to determine whether the Addendum should be approved.

The Commission is not a party to the territorial agreement and its jurisdiction and duty to the public interest are statutory and not contractual. Territorial agreements and amendments are governed by § 394.312 RSMo which addresses the Commission's obligation to conduct a hearing. Interpretation of that statute, and the choice of how to proceed in carrying out duties delegated to it by the legislature, are matters for the Commission's discretion and not for contractual agreement by the parties. The Commission may not be bound to the language of the addendum to the extent that it purports to limit the Commission's discretion.

Although the language used in this territorial agreement has been approved in other cases the Commission is no longer convinced that such language is harmless. Parties who might otherwise pursue valid challenges to an amendment or addendum could forego their legal rights on the belief that the addendum procedure precludes all objections not made within 45 days of the filing of an Addendum. Permitting parties to an agreement to determine Commission procedure could encourage parties in other types of cases to presume on the Commission's forbearance and attempt to usurp its discretion. The Commission finds that the provision should be revised to delete the phrase "or the Commission on its own motion" and to delete the language beginning "and the Staff shall file a recommendation . . ." and ending "whether the Addendum should be approved." The portion quoted above would read as follows:

If the Staff or Office of [the] Public Counsel do not submit a pleading objecting to the Addendum within forty-five (45) days of the filing thereof, the Addendum shall be deemed approved by the aforesaid parties.

The Commission finds that, on condition that paragraph 10 of the territorial agreement be reformed as described above, the agreement should be approved as not detrimental to the public interest.

Conclusions of Law

The Missouri Public Service Commission has reached the following conclusions of law:

The Missouri Public Service Commission does not have jurisdiction over the services, activities, and rates of rural electric cooperatives such as Grundy, Farmers, and Northwest except as specified in § 394.160 RSMo.

When cooperatives enter into a territorial agreement the agreement must be approved by the Commission after an evidentiary hearing. § 394.312 RSMo. The Commission may approve a territorial agreement if the agreement in total is not detrimental to the public interest. § 394.312.4 RSMo. Based on the findings of fact it has made, the Commission concludes that the territorial agreement proposed by Grundy, Farmers, and Northwest is not detrimental to the public interest and should be approved, provided the parties revise the agreement as described above.

§ 394.312.5 RSMo states that "Commission approval of any territorial agreement entered into under the provisions of this section shall in no way affect or diminish the rights and duties of any supplier not a party to the agreement or of any electrical corporation authorized by law to provide service within the boundaries designated in such territorial agreement." The Commission finds that the plain language of this statute is applicable to the territorial agreement at issue here. The Commission finds that approval of the territorial agreement entered into by Grundy, Farmers, and Northwest electrical cooperatives approved by this Report and Order shall in no way affect or diminish the rights and duties of the Intervenor or of other suppliers that are not parties to this territorial agreement.

IT IS THEREFORE ORDERED:

1. That the Territorial Agreement attached to this Report and Order as Attachment A and signed by Grundy Electric Cooperative, Farmers'

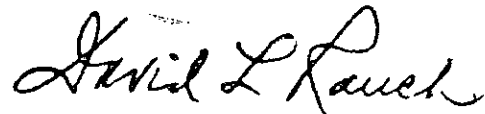
Electric Cooperative, Inc., and Northwest Missouri Electric Cooperative on August 23, 1995, is approved on condition that it be revised as described in this Report and Order and a revised version filed with the Commission within 30 days of the effective date of this order.

2. That the Territorial Agreement attached to this Report and Order as Attachment A be revised to reference the corrected metes and bounds descriptions late-filed by the parties on February 13, 1996.

3. That the Territorial Agreement attached to this Report and Order as Attachment A be revised to reflect the changes to paragraph 10 described in this Report and Order.

4. This Report and Order shall become effective on March 29, 1996.

BY THE COMMISSION



David L. Rauch
Executive Secretary

(S E A L)

Zobrist, Chm., McClure, Kincheloe,
Crompton and Drainer, CC., Concur
and certify compliance with the
provisions of Section 536.080, RSMo 1994.

Dated at Jefferson City, Missouri,
on this 19th day of March, 1996.

Exhibit No. 3

Date 2-13-96 Case No. 0-96-188

TERRITORIAL AGREEMENT

Reporter: XE

THIS AGREEMENT is entered into between Farmers Electric Cooperative, Missouri, hereinafter referred to as "Farmers", Grundy Electric Cooperative, hereinafter referred to as "Grundy", and Northwest Missouri Electric Cooperative, hereinafter referred to as "Northwest".

WHEREAS, Section 394.312 of the Revised Statutes of Missouri provides that competition to provide retail electric service as between rural electric cooperatives may be displaced by written territorial agreements specifically designating the boundaries of the electric service area of each electric service supplier subject to said Agreement; and

WHEREAS, Farmers, Grundy and Northwest desire to promote the orderly development of the retail electric service system within the Counties of Caldwell, Carroll, Chariton, Clinton, Daviess, DeKalb, Linn, Livingston, Ray, Grundy, Mercer, Harrison, Sullivan, Putnam, Gentry, Andrew, Buchanan, Holt and Nodaway, Missouri, to avoid wasteful duplication and to minimize disputes which may result in higher costs in serving the public;

NOW THEREFORE, Farmers, Grundy and Northwest in consideration of the mutual covenants and agreements herein contained agree as follows:

1. The electric service area of Farmers is described in

Exhibit 1 to this Agreement by metes and bounds and illustrated by the map marked Exhibit 2, both of which are hereby expressly incorporated herein by reference and made a part of this Agreement as fully as if set out herein verbatim.

2. Farmers shall provide electric service to all those structures that it presently serves and to all new structures located within its electric service area. The parties acknowledge and agree that as between the parties Farmers shall have the sole and exclusive right to continue to service the structures Farmers presently serves and all new or additional structures within Farmers' electric service area.

3. The electric service area of Grundy is described in Exhibit 3 to this Agreement by metes and bounds and illustrated by the map marked Exhibit 4, both of which are hereby expressly incorporated herein by reference and made a part of this Agreement as fully as if set out herein verbatim.

4. Grundy shall provide electric service to all those structures that it presently serves and to all new structures within its electric service area. The parties acknowledge and agree that as between the parties Grundy shall have the sole and exclusive right to continue to service the structures Grundy presently serves and all new or additional structures within Grundy's electric service area.

5. The electric service area of Northwest is described in Exhibit 5 to this Agreement by metes and bounds and illustrated by the map marked Exhibit 6, both of which are hereby expressly

incorporated herein by reference and made a part of this Agreement as fully as if set out herein verbatim.

6. Northwest shall provide electric service to all those structure that it presently serves and to all new structures within its electric service area. The parties acknowledge and agree that as between the parties Northwest shall have the sole and exclusive right to continue to service the structures Northwest presently serves and all new or additional structures within Northwest's electric service area.

7. The parties agree that any party hereto may service its own facilities even if located within the service area of the other parties hereto except when such service would result in duplication of current services or other wasteful duplication of facilities.

8. Neither the boundaries described by this Agreement nor any term of this Agreement may be modified, repealed, or changed except by a writing mutually approved by the respective governing bodies of the parties and by the Missouri Public Service Commission.

9. The term of this Agreement shall be perpetual.

10. The parties may agree on a case-by-case basis by an Addendum hereto to allow a structure to receive service from one party though the structure is located in the electric service area of another party.

Such Addendum referred to above shall be filed with the Missouri Public Service Commission with a copy to the Office of Public Counsel. There will be no filing fee for these Addendums.

These Addendums apply to new structures only and not to structures receiving service on the effective date of the Commission's Order approving the Territorial Agreement.

Each Addendum shall be accompanied by a notarized statement indicating that the party in whose territory the structure will be located and the party who will serve the structure support the Addendum.

Each Addendum shall be accompanied by a notarized statement, signed by the customer to be served, which acknowledges such customer's receipt of notice of the contemplated electric service to be provided and that the Addendum represents an exception to the territorial boundaries approved by the Public Service Commission and shall indicate the customer's consent to be served by the service provided contemplated by the Addendum.

Each Addendum shall include, or be accompanied by, an explanation of the justification that electric service should be provided in the agreed manner.

If the Staff, Office of Public Counsel, or the Commission on its own motion, do not submit a pleading objecting to the Addendum within forty-five (45) days of the filing thereof, the Addendum shall be deemed approved by the aforesaid parties and the Staff shall file a recommendation with the Commission and the Commission may then issue an Order approving the Addendum. However, if a pleading in opposition to the Addendum is filed, then the Commission shall schedule an evidentiary hearing at the earliest opportunity to determine whether the Addendum should be approved.

Each party, pursuant to an executed Agreement, shall have the right to provide temporary service, as defined in Section 393.106 RSMo. until the Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to an Agreement until the effective date of a final and non-appealable Order of the Commission or a court regarding the removal of same.

11. The parties agree to undertake all actions reasonably necessary to implement this Agreement. The parties will share equally the cost of obtaining administrative approval of this Agreement. Each party will cooperate in presenting a joint application showing such Agreement to be in the public interest. If the Public Service Commission of Missouri does not approve the provisions of this Agreement then it shall be nullified and of no legal affect between the parties. Further, if any part of this Agreement is declared invalid or void by a Court or agency of competent jurisdiction then the whole Agreement shall be deemed invalid or void and the parties shall return to that status existing prior to this Agreement.

12. For purpose of this Agreement:

(a) "Customer" includes any natural person, firm, association, partnership, business trust, public or private corporation, political subdivision or any agency, board, department or bureau of the state or federal government or any other legal entity which has requested or is receiving electric service. Any customer who has requested or is receiving electric service at one

structure shall be a new and different customer at each structure at which electric service has been requested.

(b) "Structure" is defined as agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus but shall not include customer-owned meter wiring. "Structure" shall include a contiguous addition to or expansion of a previously existing structure and a replacement of a previously existing structure if the replacement structure is built on the foundation of the previously existing structure and is used for the same purpose as the previously existing structure.

(c) "New Structure" shall mean any structure which did not receive electric energy from any party prior to the effective date of this Agreement.


13. This Agreement shall be binding upon the parties and all subsidiaries, successors in interest and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this 23RD day of August, 1995.

FARMERS ELECTRIC COOPERATIVE

By 
President

(seal)
ATTEST:


Secretary

GRUNDY ELECTRIC COOPERATIVE

By Robert M. Curry
President

(seal)
ATTEST:

J. B. ...
Secretary

NORTHWEST MISSOURI ELECTRIC
COOPERATIVE

By *John Dudeck*
President

(seal)
ATTEST:

Tim Kelley
Secretary

FARMERS' ELECTRIC COOPERATIVE
MISSOURI SERVICE TERRITORY DESCRIPTION

Beginning at the southeast corner of section 26 Township 52 North, Range 28 West follow the center of Missouri highway 10, east 7 miles, passing through the town of Richmond to the east section line of section 36 Township 52 North, Range 27 West

Thence south to where the Missouri River crosses the west section line of section 19 Township 51 North and Range 26 West

Thence follow the Missouri River east until it crosses a line running north and south, 1 mile east of the intersection of the center of "KK" highway and the center of "WW" highway in Chariton County;

thence follow this line north to the northeast corner of Section 1, Township 55 North, Range 18 West;

thence west to the southwest corner of Section 31, Township 56 North, Range 18 West;

thence north one mile. (There is an easement on the east side of the line between Section 36, Township 56 North, Range 19 West and Section 31, Township 56 North, Range 18 West. The easement ends at the point where the southeast corner of Section 31 and the northeast corner of Section 30 meet in Township 56 North, Range 18 West).

thence north 3 1/2 miles to the northeast corner of the SE ¼ of Section 12, Township 56 North, Range 19 West;

thence west 4 miles to the northeast corenr of the SE ¼ of Section 8, Township 56 North, Range 19 West;

thence travel north to U. S. Highway 36 southeast of Brookfield;

thence follow the center of U. S. Highway 36 west to where it intersects with Business 36/Missouri Highway 11 in Brookfield;

thence follow the center of Business 36/Missouri 11 north to the south section line of Section 36;

thence west to the southwest corner of Section 36, Township 58 North, Range 20 West;

thence north to the northeast corner of the SE ¼ of Section 23, Township 58 North, Range 20 West;

thence west to the northwest corner of the SW ¼ of Section 23, Township 58 North, Range 20 West;

thence south to the southeast corner of Section 22, Township 58 North, Range 20 West;

thence west to the southwest corner of the SE $\frac{1}{4}$ of Section 20, Township 58 North, Range 20 West;

thence north to the northeast corner of the SW $\frac{1}{4}$ of Section 5, Township 58 North, Range 20 West;

thence west to the southwest corner of the NW $\frac{1}{4}$ of Section 1, Township 58 North, Range 21 West;

thence north to the southeast corner of Section 35, Township 59 North, Range 21 West;

thence west to the southwest corner of Section 35, Township 59 North, Range 21 West;

thence north to the southeast corner of Section 22, Township 59 North, Range 21 West;

thence west to the southwest corner of Section 21, Township 59 North, Range 21 West;

thence north to the southeast corner of Section 17, Township 59 North, Range 21 West;

thence west to the southwest corner of Section 17, Township 59 North, Range 21 West;

thence north to the northeast corner of the SE $\frac{1}{4}$ of Section 18, Township 59 North, Range 21 West;

thence west to the southwest corner of the NE $\frac{1}{4}$ of Section 14, Township 59 North, Range 22 West;

thence north to the northwest corner of the NE $\frac{1}{4}$ of Section 11, Township 59 North, Range 22 West;

thence east to the northwest corner of Section 12, Township 59 North, Range 22 West;

thence west to the southwest corner of Section 3 - the Linn-Livingston County line;

thence follow the county line north $\frac{3}{4}$ of a mile;

thence west $\frac{3}{4}$ of a mile;

thence north 1 mile to a point $\frac{1}{2}$ mile north of the Livingston-Grundy County line;

thence west to the west section line of Section 31, Township 60

North, Range 22 West

thence south to the Livingston-Grundy county line;

thence follow the county line west to the southwest corner of Section 33, Township 60 North, Range 23 West;

thence north 300 feet;

thence west following a line parallel to the county line, to a point 1/4 mile west of the section line between Sections 31 and 32, Township 60 North, Range 23 West;

thence south to the county line;

thence west to a point midway between the east and west borders of Section 36, Township 60 North, Range 24 West;

thence north 300 feet;

thence west along a line parallel to the county line to a point 1/4 mile west of the east section line of Section 35, Township 60 North, Range 24 West;

thence south to the county line;

thence west along the county line to the southwest corner of Section 32, Township 60 North, Range 24 West;

thence south 300 feet;

thence west to the west side of "W" highway in Livingston County;

thence south 1/2 mile;

thence west 1/4 mile;

thence south 3/4 mile;

thence west to the section line between sections 9 and 10, Township 59 North, Range 25 West;

thence north to the southwest corner of Section 3, Township 59 North, Range 25 West;

thence east to the southeast corner of Section 3;

thence north to the northeast corner of Section 3, Township 59 North, Range 25 West;

thence west to the Daviess-Livingston County line;

thence north along the Daviess-Livingston county line to a point 1/2 mile south of the center of Missouri Highway 190;

thence west to a point 300 feet west of the center of Missouri 190;

thence north on a line parallel to the center of "B" highway to the section line between Sections 14 and 23, Township 60 North, Range 26 West;

thence follow this section line east to the Daviess-Grundy county line;

thence north to a point 1/4 mile north of the south section line of Section 12, Township 60 North, Range 26 West;

thence east 300 feet;

thence north 1/2 mile;

thence west back to the east section line of section 12;

thence north to the northeast corner of Section 1, Township 60 North, Range 26 West;

thence west to a point midway between the east and west section lines of Section 33, Township 61 North, Range 26 West;

thence north to a point in the north section line of Section 33;

thence west to the southwest corner of Section 25, Township 61 North, Range 27 West;

thence south 300 feet; thence west on a line parallel to the Daviess-Harrison County line to a point due south of the east end of a gravel road running east and west between Sections 29 and 32, Township 61 North, Range 27 West;

thence North to a point 1/4 mile north of the Daviess-Harrison county line; thence west to a point due north of the west end of a gravel road running east and west between sections 30 and 31, Township 61 North, Range 27 West;

thence south to the county line;

thence west to the southwest corner of Section 29, Township 62 North, Range 29 West;

thence north on the section line 1/4 mile;

thence west to the Harrison-Gentry county line;

thence west until intersecting with a gravel road running north and south in Section 25, Township 62 North, Range 30 West;

thence south along the center of the gravel road 1/2 mile;

thence east to a point midway between the east and west section lines of Section 36, Township 62 North, Range 30 West;

thence south 1 mile;

thence east to a point on the north-south line 1/8 mile east of and parallel to the city limits on the east side of McFall;

thence south to a point due west of the north end of the center of a dirt road running from the south to north in Section 18, Township 61 North, Range 29 West;

thence west 1/2 mile;

thence south 1 mile;
thence west 1/2 mile;

thence proceed south 1 mile;

thence east 1 mile to a point in Section 30, Township 61 North, Range 30 West that is due north of the center of the west end of "Z" highway which runs along the south border of this section;
thence south to a point due east of the southwest corner of Section 32, Township 61 North, Range 29 West;

thence east to the southwest corner of Section 32; Township 61 North, Range 29 West;

thence south to a point 3/4 of a mile south of the north border of Section 19, Township 60 North, Range 29 West;

thence west to the west section line;

thence south to the southwest corner of Section 19, Township 60 North, Range 29 West;

thence west 1/2 mile;

thence south 6 1/2 miles to a point 1/4 miles south of the north border of Section 25, Township 59 North, Range 30 West;

thence west 1 1/2 miles;

thence south to a point midway between the north and south borders of Section 2, Township 58 North, Range 30 West.

thence west 1/2 mile;

thence south 1 1/4 miles;

thence west to a point on the west border of Section 10, Township 58 North, Range 30 West;

thence south 1 1/2 miles;

thence east to a point midway between the east and west borders of Section 22, Township 58 North, Range 30 West;

thence south 1 mile;

thence east 3/4 of a mile to a point 1/4 mile west of the center of "EE" highway in Section 26, Township 58 North, Range 30 West;

thence south 3/4 mile to the section line;

thence west to the south end of a dirt road running north and south in the east 1/2 of Section 27, Township 58 North, Range 30 West;

thence south 1 1/4 miles;

thence east to the east border of Section 3, Township 57 North, Range 30 West;

thence south until intersecting with the junction of U. S. Highway 36 and old highway 36;

thence southeast along the center of old highway 36 through Cameron to Interstate Highway 35;

thence follow the center of I-35 south to the south section line of Section 25, Township 57 North, Range 30 West;

thence east to the southwest corner of the SE 1/4 of Section 25; Township 57 North, Range 30 West;

thence south to the southwest corner of the SE 1/4 of Section 36, Township 57 North, Range 30 West;

thence east to the northwest corner of the NE 1/4 of Section 6, Township 56 North, Range 29 West;

thence south to the northwest corner of the SE 1/4 of Section 7, Township 56 North, Range 29 West;

thence west to the northeast corner of the NW 1/4 of the SW 1/4 of Section 7, Township 56 North, Range 29 West;

thence south to the northeast corner of the NW 1/4 of the SW 1/4 of Section 31, Township 56 North, Range 29 West;

thence east to the east section line of Section 32, Township 56 North, Range 29 West;

thence south to the southwest corner of Section 33, Township 56 North, Range 29 West;

thence east to the southwest corner of the SE $\frac{1}{4}$ of Section 36, Township 56 North, Range 29 West;

thence south to the northwest corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 12, Township 55 North, Range 29 West;

thence west to the northwest corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, Township 55 North, Range 29 West;

thence south to the south section line of Section 14, Township 55 North, Range 29 West;

thence east to the east section line of Section 13, Township 55 North, Range 29 West;

thence south to the northeast corner of the SE $\frac{1}{4}$ of Section 36, Township 55 North, Range 29 West;

thence west to the northwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36, Township 55 North, Range 29 West; (map 57)

thence south to the northwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, Township 54 North, Range 29 West;

thence west to the Chicago R. I. and P. Railroad;

thence following the railroad in a southwesterly direction to the point where it crosses the south section line of Section 3, Township 54 North, Range 29 West;

thence west from this point to the southwest corner of Section 3, Township 54 North, Range 29 West;

thence south to the southwest corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 10; Township 54 North, Range 29 West;

thence east to the southwest corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 54 North, Range 29 West;

thence south to the Southwest corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15; Township 54 North, Range 29 West;

thence west to the southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 16, Township 54 North, Range 29 West;

thence south to the south section line of Section 21, Township 54 North, Range 29 West;

thence east along the section lines to the northeast corner of the NW $\frac{1}{4}$ of Section 27, Township 54 North, Range 29 West;

thence south to the southeast corner of the NW $\frac{1}{4}$ of Section 34,

Township 54 North, Range 29 West;

thence west to the northwest corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 54 North, Range 29 West;

thence south to the southwest corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 54 North, Range 29 West;

thence west to the southwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 54 North, Range 29 West;

thence south to the southeast corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 16, Township 53 North, Range 29 West;

thence east to the southeast corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 53 North, Range 29 West;

thence north to the northeast corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 53 North, Range 29 West;

thence east to the east section line of Section 14, Township 53 North, Range 29 West;

thence south to the point where the Rocky Fork River crosses the east section line of Section 14, Township 53 North, Range 29 West;

thence following the Rocky Fork River in a southeasterly direction to the point at which the river intersects the east section line of Section 30, Township 53 North, Range 28 West;

thence south from this point to the northwest corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32, Township 53 North, Range 28 West;

thence east to the northeast corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 53 North, Range 28 West;

thence south to the south section line of Section 33, Township 53 North, Range 28 West;

thence east to the southeast corner of Section 33, Township 53 North, Range 28 West;

thence south to the southwest corner of the NW $\frac{1}{4}$ of Section 10, Township 52 North, Range 28 West;

thence east to the southeast corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 52 North, Range 28 West;

thence south to the southeast corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, Township 52 North, Range 28 West;

thence east to the east section line of Section 14, Township 52 North, Range 28 West;

thence south along the section lines to the southeast corner of the SE ¼ of Section 26, Township 52 North, Range 28 West, to a point that intersects Missouri Highway 10, west of Richmond in Ray County, Missouri.

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GRUNDY ELECTRIC COOPERATIVE
MISSOURI SERVICE TERRITORY DESCRIPTION

The line showing the service territory of Grundy Electric Cooperative are drawn on key maps which are on the scale of 1 inch per 2,000 feet.

Beginning at the Iowa-Missouri border in Township 67 North, Range 30 West, Section 36;

thence West along the Iowa-Missouri border line to the Northwest corner of Section 25, Township 67 North, Range 22 West;

**

thence south to the southwest corner of the NW $\frac{1}{4}$ of Section 1, Township 66 North, Range 22 West;

thence east to the northeast corner of the SE $\frac{1}{4}$ of Section 1, Township 66 North, Range 22 West;

thence south to the southeast corner of the SE $\frac{1}{4}$ of Section 1, Township 66 North, Range 22 West;

thence west to the northwest corner of the NE $\frac{1}{4}$ of Section 12, Township 66 North, Range 22 West;

thence south to the southeast corner of the NW $\frac{1}{4}$ of Section 24, Township 66 North, Range 22 West;

thence west to the northwest corner of the SW $\frac{1}{4}$ of Section 23, Township 66 North, Range 22 West;

thence south to the southwest corner of Section 35, Township 66 North, Range 22 West;

thence east to the northeast corner of Section 3, Township 65 North, Range 22 West;

thence south to the southeast corner of Section 10, Township 65 North, Range 22 West;

thence west to the northwest corner of Section 15, Township 65 North, Range 22 West (Putnam-Mercer County Line);

thence south to the southwest corner of the NW $\frac{1}{4}$ of Section 27, Township 65 North, Range 22 West;

thence west to the northwest corner of the SE $\frac{1}{4}$ of Section 28, Township 65 North, Range 22 West;

thence south to the southwest corner of the NE $\frac{1}{4}$ of Section 33, Township 65 North, Range 22 West;

thence east to the northeast corner of the SE $\frac{1}{4}$ of Section 33, Township 65 North, Range 22 West (east section line);

thence south (Putnam-Mercer County line) past the Sullivan-Putnam County line to the southwest corner of the NW $\frac{1}{4}$ of Section 15, Township 64 North, Range 22 West;

thence east to the northeast corner of the SW $\frac{1}{4}$ of Section 14, Township 64 North, Range 22 West;

thence south to the southwest corner of the SE $\frac{1}{4}$ of Section 26, Township 64 North, Range 22 West;

thence east to the northeast corner of Section 32, Township 64 North, Range 21 West;

thence south to the southwest corner of Section 9, Township 63 North, Range 21 West;

thence east to the northeast corner of Section 16, Township 53 North, Range 21 West;

thence south to the southeast corner of the NE $\frac{1}{4}$ of Section 9, Township 62 North, Range 21 West;

thence west to the northwest corner of the SE $\frac{1}{4}$ of Section 8, Township 62 North, Range 21 West;

thence south to the southeast corner of the SW $\frac{1}{4}$ of Section 29, Township 62 North, Range 21 West;

thence west to the southwest corner of Section 29, Township 62 North, Range 21 West;

thence south to the southwest corner of Section 32, Township 62 North, Range 21 West;

thence east to the southeast corner of the SW $\frac{1}{4}$ of Section 32, Township 62 North, Range 21 West;

thence south to the southwest corner of the SE $\frac{1}{4}$ of Section 5, Township 51 North, Range 21 West;

thence east to the southeast corner of the SW $\frac{1}{4}$ of Section 4, Township 61 North, Range 21 West;

thence north to the northwest corner of the NE $\frac{1}{4}$ of Section 4, Township 61 North, Range 21 West;

thence east to the northeast corner of the NW ¼ of Section 3, Township 61 North, Range 21 West;

thence south to the southwest corner of the SE ¼ of Section 3, Township 61 North, Range 21 West;

thence east to the southeast corner of Section 3, Township 61 North, Range 21 West;

thence north to the northeast corner of Section 3, Township 61 North, Range 21 West;

thence east to the northeast corner of Section 2, Township 61 North, Range 21 East;

thence south to the southwest corner of Section 1, Township 61 North, Range 21 West;

thence east to the southeast corner of the SW ¼ of Section 1, Township 61 North, Range 21 West;

thence north to the northwest corner of the NE ¼ of Section 1, Township 61 North, Range 21 West;

thence east to the northeast corner of the NW ¼ of Section 6, Township 61 North, Range 20 West

thence south to the southwest corner of the SE ¼ of Section 6, Township 61 North, Range 20 West;

thence east into Section 3 to the Southeast corner of the city limits of the original town of Cora;

thence north following the original city limits to the northeast corner thereof, thence west following the original city limits to the northwest corner thereof; thence south following the original city limits of the original town of Cora to a point located on the south section line of Section 3, Township 61 North, Range 20 West;

thence west to the southwest corner of Section 4, Township 61 North, Range 20 West;

thence south to the southeast corner of the NE ¼ of Section 8, Township 61 North, Range 20 West;

thence to the southwest corner of the NE ¼ of Section 8, Township 61 North, Range 20 West;

thence south to the southeast corner of the SW ¼ of Section 8, Township 61 North, Range 20 West;

thence west to the southwest corner of Section 8, Township 61

North, Range 20 West;

thence north to the northeast corner of the SE $\frac{1}{4}$ of Section 7, Township 61 North, Range 20 West;

thence to the northwest corner of the SE $\frac{1}{4}$ of Section 7, Township 61 North, Range 20 West;

thence south to the southeast corner of the NW $\frac{1}{4}$ of Section 18, Township 61 North, Range 20 West;

thence west to the southwest corner of the NW $\frac{1}{4}$ of Section 18, Township 61 North, Range 20 West;

thence north to the northeast corner of the SE $\frac{1}{4}$ of Section 12, Township 61 North, Range 21 West;

thence west to the northwest corner of the SW $\frac{1}{4}$ of Section 9, Township 61 North, Range 21 West;

thence south to the southwest corner of the NW $\frac{1}{4}$ of Section 16, Township 61 North, Range 21 West;

thence west to the northwest corner of the SW $\frac{1}{4}$ of Section 17, Township 61 North, Range 21 West;

thence south to the southwest corner of Section 17, Township 61 North, Range 21 West;

thence east to the southeast corner of the SW $\frac{1}{4}$ of Section 17, Township 61 North, Range 21 West;

thence south to the southeast corner of the SW $\frac{1}{4}$ of Section 20, Township 61 North, Range 21 East;

thence west to the northwest corner of the NE $\frac{1}{4}$ of Section 30; Township 61 North, Range 21 West;

thence south to the southeast corner of the NW $\frac{1}{4}$ of Section 31, Township 61 North, Range 21 West;

thence west to the southwest corner of the NW $\frac{1}{4}$ of Section 31, Township 61 North, Range 21 East;

thence south to the southwest corner of Section 31, Township 61 North, Range 21 North;

thence west on the section line (Sullivan-Linn County Line) to the northwest corner of Section 12, Township 60 North, Range 22 West;

thence south to the northeast corner of Section 23, Township 60 North, Range 22 West;

thence west to the northwest corner of the NE $\frac{1}{4}$ of Section 23, Township 60 North, Range 22 West;

thence south to the southwest corner of the SE $\frac{1}{4}$ of Section 23, Township 60 North, Range 22 West;

thence east to the southeast corner of the SW $\frac{1}{4}$ of Section 24, Township 60 North, Range 22 West;

thence south to the northwest corner of the SE $\frac{1}{4}$ of Section 25, Township 60 North, Range 22 West;

thence east to the northeast corner of the SW $\frac{1}{4}$ of Section 30, Township 60 North, Range 21 West;

thence south to the southeast corner of the NW $\frac{1}{4}$ of Section 31, Township 60 North, Range 21 West;

thence west to the northwest corner of the SE $\frac{1}{4}$ of Section 36, Township 60 North, Range 22 West;

thence south to the southeast corner of the NW $\frac{1}{4}$ of Section 1, Township 59 North, Range 22 West;

thence west to the northwest corner of the SW $\frac{1}{4}$ of Section 1, Township 59 North, Range 22 West;

thence south to the southwest corner of Section 1, Township 59 North, Range 22 West;

thence west to the Northwest corner of Section 10, Township 59 North, Range 22 West; (Map 15)

thence follow the county line north $\frac{3}{4}$ of a mile;

thence West $\frac{3}{4}$ of a mile;

thence North 1 mile to a point $\frac{1}{2}$ mile North of the Livingston-Grundy County Line;

thence West to the Section line between Section 31, Township 60 North, Range 22 West and Section 36, Township 60 North, Range 23 (this line runs parallel to and on the north side of a gravel road in Section 32, Township 60 North, Range 22 West that is $\frac{1}{2}$ mile north of the South section line);

thence South to the Livingston-Grundy County Line;

thence follow the Livingston-Grundy County line west to the southwest corner of Section 33, Township 60 North, Range 23 West; (Map 14)

thence North 300 feet;

thence West following a line parallel to the county line to a point 1/4 of a mile West of the Section line between Sections 31 and 32, Township 60 North, Range 23 West;

thence South to the County Line;

thence West to a point midway between the East and West borders of Section 36, Township 60 North, Range 24 West;

thence North 300 feet;

thence West along a line parallel to the county line to a point 1/4 mile west of the East section line of Section 35, Township 60 North, Range 24 West;

thence South to the county line;

thence West along the county line to the southwest corner of Section 32, Township 60 North, Range 24 West;

thence South 300 feet;

thence West to the West side of W highway in Livingston County;

thence South 1/2 mile;

thence West 1/4 mile;

thence South 3/4 mile;

thence West to the West Section line of Section 10, Township 59 North, Range 25 West;

thence North to the southwest corner of Section 3, Township 59 North, Range 25 West;

thence East to the southeast corner of Section 3, Township 59 North, Range 25 west;

thence North to the northeast corner of Section 3;

thence West to the Daviess-Livingston County Line;

thence North along the Daviess-Livingston County Line to a point 1/2 mile south of the Center of Missouri Highway 190;

thence West to a point 300 feet West of the center of Missouri Highway 190;

thence North on a line parallel to the center of B Highway to the Section line between Sections 14 and 23, Township 60 North, Range 26 West;

thence follow this section line East to the Daviess-Grundy County Line;

thence North to a point 1/4 mile north of the south section line of Section 12, Township 60 North, Range 26 West;

thence East 300 feet;

thence North 1/2 mile;

thence West to the east section line of Section 12;

thence North to the northeast corner of Section 1, Township 60 North, Range 26 West

thence West to a point midway between the East and West section lines of Section 33, Township 61 North, Range 26 West;

thence North to a point in the North Section line of Section 33;
thence West to the Southwest corner of Section 25, Township 61 North, Range 27 West;

thence South 300 feet;

thence West on a line parallel to Daviess-Harrison County Line to a point due south on the East end of a gravel road running East and West between Section 29 and 32, Township 61 North, Range 27 West;
thence North to a point 1/4 mile north of the Daviess-Harrison county line;

thence West to a point due north of the west end of the gravel road running East and West between Sections 30 and 31, Township 61 North, Range 29 West;

thence south to the county line;

thence west to the southwest corner of Section 29, Township 62 North, Range 29 West;

thence north on the section line 1/4 mile;

thence west to the Harrison-Gentry County line;

thence south 1/4 mile to the northeast corner of Section 36, Township 62 North, Range 30 West;

thence North 30.8 miles, following the Gentry-Harrison County line (worth-Harrison county line) to the point of beginning at the

northeast corner of Section 36, Township 67 North, Range 30 West.

NORTHWEST MISSOURI ELECTRIC COOPERATIVE
SERVICE TERRITORY

Beginning at Section 16, Township 63 North, Range 37 West at the point where the middle of the Nodaway River crosses the South line of Section 16, thence North, still in the middle of the Nodaway River, .04 miles to the point of beginning;

thence East 2.3 miles, through Sections 15 and 14 and .07 mile into Section 13;

thence South 2.4 miles through Sections 24 and 25 to a point in Section 36;

thence East 4.2 miles, across the Nodaway County gravel road in Township 63 North, Range 36 West, through Sections 31, 32 and 33 to a point in Section 34;

thence North 3.1 miles to Section 15, Township 63 North, Range 36 West;

thence East 2.9 miles to Section 18, Township 63 North, Range 35 West;

thence South 3.0 miles to Section 31, Township 63 North, Range 35 West;

thence East 1.0 mile to Section 32, Township 63 North, Range 35 West;

thence South 1.9 miles to Section 8, Township 62 North, Range 35 West (map 5);

thence East .05 mile; thence South 1.1 miles to Section 17;

thence east .5 mile to Section 16;

thence South .6 mile to Section 21;

thence East 9 miles to Section 24, Township 62 North, Range 34 West (map 6);

thence South 2 miles to Section 36, Township 62 North, Range 34 West;

thence East 1 mile to Section 31, Township 62 North, Range 33 West

thence South .4 mile; thence East 2.8 miles to Section 34 (map 7);
thence North 12.9 miles to Section 27, Township 64 North, Range 33 West;

thence East 3.9 miles to Section 29, Township 64 North, Range 32 West (map 3);

thence North .4 mile; thence East 3.6 miles to Section 25;

thence South 2.6 miles to Section 12, Township 63 North, Range 32 West;

thence East 2.9 miles to Section 9, Township 63 North, Range 31 West;

thence South 1.8 miles to Section 16;

thence East 1.0 mile to Section 15;

thence South .2 mile to Highway 136;

thence Easterly along Highway No. 136 9.2 miles to the Northeast corner of Section 13, Township 63 North, Range 30 West (map 4);

Starting at the Northeast corner of Section 13, the Harrison/Grundy County Line, go South 8.8 miles (map 8);

thence west until intersecting with a gravel road running North and South in Section 25, Township 62 North, Range 30 West;

thence south along the center of the gravel road 1/2 mile;

thence East to a point midway between the East and West section lines of Section 36, Township 62 North, Range 30 West;

thence South 1 mile;

thence East to a point on a north/South line 1/8 mile east of and parallel to the city limits on the east side of McFall, MO;

thence South to a point due west of the North end of the center of a dirt road running from the south to north in Section 18, Township 61 North; Range 29 West (map 13);

thence West 1/2 mile;

thence South 1 mile;

thence West 1/2 mile;

thence south 1 mile;

thence east 1 mile to a point in Section 30, Township 61 North, Range 30 West that is due North of the center of the west end of "Z" highway which runs along the south border of this section; thence South to a point due east of the southwest corner of Section

32, Township 61 North, Range 29 West;

thence East to the Southwest corner of Section 32, Township 61 North, Range 29 West;

thence South to a point $\frac{3}{4}$ of a mile South of the North border of Section 19, Township 60 North, Range 29 West;

thence West to the West Section line;

thence South to the Southwest corner of Section 19, Township 60 North, Range 29 West;

thence West $\frac{1}{2}$ mile;

thence South $6\frac{1}{2}$ miles to a point $\frac{1}{4}$ mile South of the North border of Section 25, Township 59 North, Range 30 West (Map 18);

thence West $1\frac{1}{2}$ miles;

thence South to a point midway between the North and South borders of Section 2, Township 58 North, Range 30 West (map 22);

thence West $\frac{1}{2}$ mile;

thence South $1\frac{1}{4}$ miles; (map 22)

thence West again to a point on the West Border of Section 10, Township 58 North, Range 30 West;

thence South $1\frac{1}{2}$ miles; thence East to a point midway between the East and West borders of Section 22, Township 58 North, Range 30 West;

thence South 1 mile; thence East $\frac{3}{4}$ mile to a point $\frac{1}{4}$ mile West of the center of "EE" Highway in Section 26, Township 58 North, Range 30 West;

thence South $\frac{3}{4}$ to the section line; thence West to the South end of a dirt road running North and South in the East $\frac{1}{2}$ of Section 27, Township 58 North, Range 30 West;

thence South $1\frac{1}{4}$ miles;

thence East to the East border of Section 3, Township 57 North, Range 30 West;

thence South until intersecting with the junction of U. S. Highway 36 and old highway 36; thence West from Cameron, Mo. city limits $\frac{1}{2}$ mile South to a point in Section 22, Township 57 North, Range 30 West;

thence West to the east section line of Section 20, Township 57 North, Range 30 West (map 26);

thence North to the Northeast corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 17, Township 57 North, Range 30 West;

thence west to the Northwest corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18, Township 57 North, Range 30 West;

thence south to the southwest corner of Section 18, Township 57 North, Range 30 West;

thence south .2 mile into Section 19, Township 57 North, Range 30 West;

thence west to the west section line of Section 23, Township 57 North, Range 31 West;

thence south to the southwest corner of Section 23, Township 57 North, Range 31 West;

thence west to the northwest corner of the NE $\frac{1}{4}$ of Section 27, Township 57 North, Range 31 West;

thence south through sections 27, 34 of Township 57 North, Range 31 West, and to the south section line of section 3, Township 56 North, Range 31 West;

thence proceed in a southwesterly direction to southwest corner of section 10, Township 56 North, Range 31 West;

thence west to the southwest corner of the SE $\frac{1}{4}$ of Section 9, Township 56 North, Range 31 West;

thence south to the Northeast corner of the SW $\frac{1}{4}$ of Section 33, Township 56 North, Range 31 West;

thence west to the west section line of Section 31, Township 56 North, Range 31 West;

thence south 0.7 mile to Section 1, Township 55 North, Range 32 West;

thence West to Gower, MO at the Northeast corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3, Township 55 North, Range 33 West (map 29);

thence South to the north section line of Section 15, Township 55 North, Range 33 West;

thence west to the west section line of section 15, Township 55 North, Range 33 West;

thence south to the SE corner of Section 16, Township 55 North, Range 33 West;

thence west to the southwest corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 17 (map 28);

thence north to the northwest corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 17;

thence west to the west section line of Section 17, Township 55 North, Range 33 West;

thence south to the south section line of Section 17;

thence west to the southeast corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 13, Township 55 North, Range 34 West;

thence South 2.9 miles to Section 36, Township 55 North, Range 34 West;

thence west to the west section line of Section 35, Township 55 North, Range 34 West;

thence north to the northwest corner of Section 35, Township 55 North, Range 34 West;

thence west to the east section line of Section 31, Township 55 North, Range 34 West;

thence north to the northeast corner of Section 19, Township 55 North, Range 34 West;

thence west to the west section line of Section 19, Township 55 North, Range 35 West (Map 27)

thence North .8 mile to Section 18;

thence west to the Northeast corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 13, Township 55 North, Range 36 West;

thence north to the south section line of Section 12, Township 55 North, Range 36 West;

thence west to the Southwest corner of the SE $\frac{1}{4}$ of Section 11, Township 55 North, Range 36 West;

thence south to the Northeast corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 14, Township 55 North, Range 36 West;

thence west to the west section line of Section 15, Township 55 North, Range 36 West;

thence north to the Southwest corner of Section 3, Township 55 North, Range 36 West;

thence east to the east section line of Section 3;

thence north to the north section line of Section 3, Township 55 North, Range 36 West;

thence east to the Southwest corner of the SE $\frac{1}{4}$ of Section 35, Township 56 North, Range 36 West;

thence north to the Southwest Corner of the NE $\frac{1}{4}$ of section 35, Township 56 North, Range 36 West;

thence east to the Southwest corner of the NE $\frac{1}{4}$ of section 31, Township 56 North, Range 36 West;

thence south to the Northeast corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 7, Township 55 North, Range 56 West;

thence west to the west section line of Section 12, Township 55 North, Range 37 North;

thence south to the Southeast corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 14, Township 55 North, Range 37 West;

thence continue West to Section 16, Township 55 North, Range 37 West to the Missouri River (map 27);

thence following the Missouri River through maps 27, 23, 19, 15, and 14 to Section 20, Township 60 North, Range 39 West on Map 9.

Starting .3 mile North of the southern border of Section 20,

thence East 7.8 miles to Section 20, Township 60 North, Range 38 West; (map 9)

thence North 3 miles to Section 34, Township 61 North, Range 38 West;

thence East 2.5 miles to Section 36; thence North 1 mile;
thence East 2.3 miles to Section 29, Township 61 North, Range 37 West;

thence North 1 miles to Section 20;

thence East 2 miles to the Andrew/Holt County line in Section 22; (map 10)

thence following the Andrew/Holt county line through Sections 23, 14, 11 and 2;

thence continuing North to a point in Section 35, Township 62 North, Range 37 West, follow the Nodaway/Holt County Line, through Sections 34, 27, 22, 15, 16, 9, and 3 to the Nodaway/Holt County line in Township 63 North, Range 37 West, thence continue through Sections 34, 27, 28, and 21 .04 mile into Section 16 to the point of beginning.

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