

FIRST ADDENDUM
TO THE
SECOND TERRITORIAL AGREEMENT

THIS ADDENDUM is made and entered into as of this 16th of November 2021, 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 LACLEDEELECTRIC 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, this Addendum 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. **Definitions.** Unless otherwise defined in this Addendum, capitalized terms shall have the same meaning as ascribed to them in the Second Territorial Agreement.
2. **Effective Date** - Effective date of this Addendum shall be the effective date of the order issued by the Commission pursuant to Section 394.312 RSMo. approving this Addendum.
3. **Structures to Be Served**- The only New Structures to be served under this Addendum are structures to be constructed or erected within and upon the property described in the **First Amended Exhibit A** attached hereto.
4. **Party to Serve Structures**- From and after the Effective Date, Cooperative shall

serve the Parcels and structures constructed or erected within and upon said Parcels and property shall be added to Cooperative's Exclusive Service Area by **First Amended Exhibit A** to this Addendum. The Addendum will have no effect whatsoever upon electric service by Company or Cooperative to any Structure other than those constructed or erected within and upon the Parcels.

5. **Justification for Addendum-** This Addendum will promote efficiencies in providing services to the City of St. Robert as it requires no duplication of electric service facilities as the Cooperative presently has facilities located adjacent parcels serving this same consumer/member from which it could provide electric service, and the City does not have facilities located in the immediate vicinity of the parcels from which it could provide electric service. This Addendum and addition of the parcels to the exclusive service area of Cooperative will bring efficiencies and savings to the City of St. Robert. Both parties agree that the Addendum is in the public interest.

6. **Condition Precedent - Regulatory Approvals –**

6.1 This Addendum is conditioned upon receipt of approval by the Commission with no changes, or those changes which have been expressly agreed to by City and Cooperative. Either party reserves the right to file an application for rehearing or other pleading with the Commission prior to the effective date of a Commission order approving this Addendum if the party objects to the form or content of the Commission's order approving the Addendum. If neither party files such an application for rehearing or other pleading prior to the effective date of the Commission order approving the Addendum, it shall be presumed that the approval is satisfactory in form and content to both parties.

6.2 City and Cooperative agree that they shall submit this Addendum to the Commission for its approval and shall submit therewith the verified statements and justification as required by the terms of the Territorial Agreement.

6.3 City and Cooperative agree that Cooperative is authorized to commence

providing electrical service to the property at any time on a temporary basis, pending approval by the Commission of this Addendum, in accordance with the terms of the First Addendum to the Second Territorial Agreement. Nothing in this provision shall be deemed to limit City's ability to provide electrical service to the property on a permanent basis in the event the Commission disapproves or fails to approve the Addendum.

7. **Term** - The term of this Addendum shall be the same as that of the Territorial Agreement to which this Addendum relates. Nothing contained herein shall be construed to terminate this Addendum prior to expiration or termination of the Territorial Agreement, or to extend the provisions hereof beyond expiration or termination of the Territorial Agreement.
8. **Cooperation** – City and Cooperative agree to undertake all actions reasonably necessary to implement this Addendum. City and Cooperative will cooperate in presenting a joint application to the Commission demonstrating that this Addendum is in the public interest. Cooperative shall pay any costs assessed by the Commission for seeking administrative approval of this Addendum. All other costs, including but not limited to the attorney's fees of each party, will be borne by the respective party incurring the costs.
9. **Modifications** - Neither the provisions regarding service to the Structures described in the Addendum nor any provision of this Addendum shall be modified or repealed except by a signed writing of the parties which is approved by applicable regulatory authorities.
10. **Survival** - This Addendum shall inure to the benefit and be binding upon the parties, their respective successors and assigns.
11. **Lack of Approval or Termination** - If the Commission or any other regulatory authority having jurisdiction does not approve this Addendum, or if the Condition Precedent is not fulfilled, this Addendum shall be nullified and of no legal effect

between the parties, except as to providing authority for any temporary provision of electrical service undertaken by Cooperative during the period in which Commission approval was pending. If this Addendum 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 Addendum 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.

12. **Termination** - This Addendum may be terminated by either party in the manner set forth in the Territorial Agreement for termination of the Territorial Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum on the date first above written.

St. Robert, Missouri

Laclede Electric Cooperative

11/16/20
By: Tracy S. Smith
Title: Finance City Council

Marc C. Roecker
By: Marc Roecker
Title: CEO General Manager

Attest: _____

Attest: _____

FIRST AMENDED EXHIBIT A

Legal Description of the Parcels:

Parcel 1:

All that part of the Southwest quarter of the Northeast quarter of Section 33, Township 36 North, Range 11 West of 5th P.M. described as follows: Beginning at the Northwest corner of said Southwest quarter of Northeast quarter; thence East 210 feet along the North line of said Southwest quarter of Northeast quarter to the true point of beginning of the tract herein described; thence South 210 feet; thence East 420 feet; thence North 210 feet to the North line of said Southwest quarter of Northeast quarter; thence West 420 feet along the North line of said Southwest quarter of Northeast quarter to the true point of beginning of the tract herein described; containing 2 acres, more or less. Subject to any easements of record and subject to any existing roads and utilities.

Parcel 2:

A fractional part of the Southwest quarter of the Northeast quarter of Section 33, Township 36 North, Range 11 West of 5th P.M. described as follows: Commencing at the Southwest corner of the Southwest quarter of the Northeast quarter of said Section 33; thence North 1° 01' 10" East 630.00 feet along the West line of said Southwest quarter of the Northeast quarter to the true point of beginning of the hereinafter described tract: Thence South 88° 09' 10" East 210.0 feet; thence North 1° 02' 10" East 29.41 feet to the South line of the North half of the Southwest quarter of the Northeast quarter; thence South 88° 09' 10" East 678.87 feet along said South line; thence North 1° 23' 20" East 284.92 feet; thence North 88° 09' 10" West 672.64 feet to the northeast corner of a parcel described in Pulaski County Deed Records at Document No. 1997-6059; thence South 1° 05' 30" West 104.85 feet along the East line of said Document No. 1997-6059 parcel to its southeast corner; thence North 88° 01' 20" West 217.89 feet along the South line of said Document No. 1997-6059 parcel to the aforesaid West line of the Southwest quarter of the Northeast quarter; thence South 1° 02' 10" West 210.00 feet along said West line to the true point of beginning. Above described tract contains 5.44 acres, more or less, per plat of survey R-8040, dated January 6, 1998 made by Elgin Surveying & Engineering, Inc. Subject to any easements of record and subject to any existing roads and utilities.

Parcel 3:

All that part of the Southwest quarter of Northeast quarter of Section 33, Township 36 North, Range 11 West of 5th P.M. described as follows: Beginning at the Northeast corner of said Southwest quarter of Northeast quarter; thence South 1° 23' 10" West 662.14 feet along the East line of said Southwest quarter of Northeast quarter to the Southeast corner of the North half of the Southwest quarter of Northeast quarter of said Section 33; thence North 88° 09' West 1120.6 feet along the South line of said North half of Southwest quarter of Northeast quarter to the East line of parcel described in instrument recorded in Book 165, Page 179 in the Recorder's Office of Pulaski County, Missouri; thence South 30.05 feet along the East line of said parcel described in Book 165, Page 179 to the Southeast corner of that parcel; thence West 210 feet along the South line of said parcel described in Book 165, Page 179 to the West line of said Southwest quarter of Northeast quarter; thence North 210 feet along the West line of said Southwest quarter of Northeast quarter to the Northwest corner of said parcel described in Book 165, Page 179; thence East 210 feet along the North line of said parcel described in Book 165, Page 179 to the Northeast corner of that parcel and also to the Southeast corner of parcel described in instrument recorded in Book 344, Page 190 in said Recorder's Office; thence North 1° 05' 20" East 104.87 feet along the East line of said parcel described in Book 344, Page 190 to the Northeast corner of that parcel; thence North 88° 05' West 159.19 feet along the North line of said parcel described in Book 344, Page 190 to the Southeast corner of parcel described in instrument recorded in Book 314, Page 249 in said Recorder's Office; thence North 0° 18' 40" West 374.18 feet along the East line of said parcel described in Book 314, Page 249 to the North line of said North half of Southwest quarter of Northeast quarter; thence South 87° 47' 40" East 70.79 feet, and South 88° 03' 40" East 89.21 feet along the North line of said North half of Southwest quarter of Northeast quarter to the Northwest corner of parcel described in instrument recorded in Book 181, Page 455 in said Recorder's Office; thence South 1° 02' 10" West 210.0 feet along the West line of said parcel described in Book 181, Page 455 to the Southwest corner of that parcel; thence South 88° 24' 30" East 420.0 feet along the South line of parcels described in instruments recorded in Book 181, Page 455 and in Book 189, Page 465 in said Recorder's Office to the Southeast corner of said parcel described in Book 189, Page 465; thence North 1° 02' 10" East 210.0 feet along the East line of said parcel described in Book 189, Page 465 to the North line of said North half of Southwest quarter of Northeast quarter; thence South 88° 18' 10" East 712.79 feet along the North line of said North half of Southwest quarter of Northeast quarter to the point of beginning. Description derived from survey (R-6302) made by Elgin Surveying & Engineering, Inc. and revised under date of October 14, 1994. EXCEPT that part conveyed to Maranatha Baptist Church of St. Robert by instrument recorded as Document #1998 594 in said Recorder's Office. Subject to any easements and restrictive covenants of record.

Map of the parcels:

