

RECEIVED<sup>2</sup>

JUL 3 2019

Records  
Public Service Commission

NOTICE OF TERMINATION

DATED JULY 2, 2019

Comes now, Platte-Clay Electric Cooperative, Inc., and KCP&L and state as follows:

- 1) Platte -Clay Electric Cooperative, Inc., and Aquila, Inc., entered into a Territorial Agreement on February 28, 2007, a copy of which is attached hereto as exhibit "A".
- 2) Said Agreement was approved by the PSC on July 3, 2007. Case Number EO-2007-0325, Tariff number YE-2008-0092.
- 3) In 2008 KCP&L merged with Aquila, Inc. and KCP&L was the survivor thereof.
- 4) Platte-Clay Electric Cooperative, Inc., sent a notice of termination to KCP&L on September 10, 2018, pursuant to the Territorial Agreement, a copy of which is attached hereto as exhibit "B".
- 5) Both parties intend to terminate the territorial agreement dated February 28, 2007.
- 6) Pursuant to Article 8, Section 8.1, the termination shall be effective on the date the commission receives a notice signed by both the Coop and the Company. This notice shall serve as the termination notice under said provision.

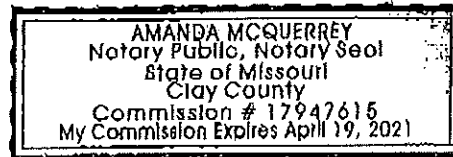
  
 \_\_\_\_\_  
 Platte-Clay Electric Cooperative, Inc.

By: Jared Wolters

Title: Eng. Mgr

Attest: Amanda McQuerrey

Title: Amanda McQuerrey  
Member Service Rep



\_\_\_\_\_

KCP&L

By: *[Signature]*

Title: *Vice President, Regulatory Affairs*

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

**TERRITORIAL AGREEMENT**

**Between**

**PLATTE-CLAY ELECTRIC COOPERATIVE, INC.**

**and**

**AQUILA, INC.**

Парт.12.06

TERRITORIAL AGREEMENT

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2007, by and between AQUILA, INC., (hereinafter "Company") and PLATTE-CLAY ELECTRIC COOPERATIVE, INC. (hereinafter "Cooperative").

RECITALS

- A. Company is authorized by law to provide electric service within the State of Missouri, including portions of Platte and Clay Counties.
- B. Cooperative is authorized by law to provide electric service within the State of Missouri, including portions of Platte and Clay Counties.
- C. The Missouri General Assembly by Section 394.312 RSMo. (2000) has authorized electrical corporations and rural electric cooperatives to enter into written territorial agreements.
- D. Company and Cooperative desire to promote the orderly development of the retail electric service within Platte and Clay Counties, Missouri.
- E. Company and Cooperative desire to reduce the wasteful duplication of facilities providing electric service to Customers.
- F. The Company and Cooperative believe that this Agreement is beneficial to the public interest.

5

## AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

### ARTICLE I

#### DEFINITIONS

In addition to terms defined elsewhere herein, when used herein, the following terms shall have the definitions set forth below. Words importing persons include corporations or other entities, as applicable, and words importing on the singular include the plural and vice versa when the context requires.

- 1.1 Agreement shall mean this document including any appendices or exhibits hereto.
- 1.2 Customer shall mean any person, partnership, corporation, limited liability company, political subdivision, or any agency, board, department or bureau of any city, county, state or federal government, or any other legal entity that 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.
- 1.3 Effective Date of this Agreement shall be the effective date of the order issued by the Missouri Public Service Commission (the "Commission") pursuant to Section 394.312 RSMo. (2000) approving this Agreement.
- 1.4 Electric Power Provider shall mean any other electric corporation and/or rural electric cooperative.

Contracts - 12/22/2011

- 1.5 Existing Structure shall mean any structure that receives electric energy from either party prior to or on the Effective Date of this Agreement. "Existing Structure" shall also mean:
- A. Any replacement of an Existing Structure ("Replacement Structure"), provided said Replacement Structure is (1) located completely within the boundary of the property on which the Existing Structure is located, (2) used for the same purpose as the Existing Structure it is replacing, and (3) that the Existing Structure is totally removed from the property within six months of completion of the Replacement Structure.
  - B. Any maintenance, repair, remodeling, or partial replacement of an Existing Structure.
  - C. Any contiguous expansion of an Existing Structure.
- 1.6 Laws and Regulations shall mean all applicable statutes, regulations, codes, laws, licenses, decisions, interpretations, policy statements, regulatory guides, rules, criteria, all license requirements enforced or issued by any government, federal, state, or local, or any governmental agency, authority, or body, and industry-recognized guidelines and professional standards.
- 1.7 New Outbuilding shall mean, if the Existing Structure's purpose is residential, a New Structure that is a detached garage, detached storage building, gazebo, detached porch, or similar structure that is not attached to the Existing Structure in question and is not a residence. If the Existing Structure's purpose is agricultural, a "New Outbuilding" is a New Structure that is a detached garage, barn, well, silo, grain bin, or similar structure that is not attached to an Existing Structure in question and is not a residence.
- 1.8 New Structure shall mean (i) any Structure that did not receive electric energy from either party prior to or on the effective date of this Agreement and (ii) the replacement of an existing structure with a Structure that does not satisfy the definition of Existing Structure set forth herein.

Ha.m.12.06

3

- 1.9 Structure shall mean an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus, including an original structure and any contiguous addition or expansion thereto. Structure shall not include a metering device or customer-owned meter wiring.

## ARTICLE 2

### EXCLUSIVE RIGHT TO SERVE

- 2.1 Pursuant to Section 394.312 RSMo (2000), this Agreement designates the boundaries of exclusive electric service areas of Company and Cooperative only for purposes of this Agreement. In this Agreement, Company agrees not to serve New Structures in an area described in Article 3, hereinafter referred to as the "Exclusive Service Area of Cooperative". Likewise, Cooperative agrees not to serve New Structures in an area described in Article 4, hereinafter referred to as the "Exclusive Service Area of the Company". The parties recognize and agree that this Agreement shall not apply to any service area not designated as an Exclusive Service Area in Article 3 or Article 4.
- 2.2 The Cooperative may serve New Structures in any subdivisions, office parks, or similar developments that are under development as of the Effective Date, if, as of the Effective Date, the Cooperative has primary circuits already installed within that particular phase of the development as identified and described in Exhibit F. All new phases not identified and described in Exhibits F, where neither the Company nor the Cooperative has installed any primary circuits, shall be developed in accordance with this Agreement.
- 2.3 Except as provided expressly herein, after the Effective Date, as between the parties, each party shall have the exclusive right to furnish electric service to all New Structures located within its respective Exclusive Service Area described in Articles 3 and 4 of this Agreement, regardless of the size of the load or the characteristics of the customer's requirements. Except as provided expressly herein, neither party may furnish, make available, render, or extend electric service to New Structures or for use within the Exclusive Service Area of the other party, either directly or indirectly, including through a parent, affiliate, or subsidiary of Company or Cooperative, whether said parent,

Contracts - 12/22/2011

affiliate, or subsidiary be a corporation, limited liability company, partnership, or cooperative corporation.

- 2.4 Both Parties retain the right to furnish electric service to all Existing Structures that they are serving by either permanent or temporary electric service on the Effective Date of this Agreement, regardless of their location.
- 2.5 During the time period between the execution of this Agreement and the Effective Date of the Agreement, neither party shall construct primary or secondary electric facilities within the territory assigned exclusively to the other pursuant to this Agreement, (1) unless ordered to do so by the Commission or a court of competent jurisdiction, or (2) unless it is a necessary part of the provision of service to its customers in other areas; provided, however, that any such construction is within a previously established easement obtained for the purpose of providing service in other areas, or (3) in any manner intended to circumvent or manipulate the intended effect of this Agreement by attempting to add territory pursuant to the provisions of Sections 2.2 or 2.3.
- 2.6 The parties recognize and agree that this Agreement places limits on the parties' abilities to distribute retail electric energy. In the event that retail wheeling of unbundled electric energy becomes available in the territory affected by this Agreement, (e.g., retail customers are permitted to choose their suppliers of electric energy), nothing in this Agreement shall be construed to limit in any way the ability of either party to furnish electric energy to Existing Structures located in the Exclusive Service Area of the other party; provided, however, that the electric energy shall be delivered to said Structures by means of the electric distribution facilities of the party in whose Exclusive Service Area the Structures are located. Further, in the event changes in this Agreement are required due to retail wheeling of unbundled electric energy becoming available in the territory affected by this Agreement, both parties agree to negotiate in good faith changes to this Agreement with the intention of maintaining the benefits of their previous bargain to the extent practicable. The parties further agree to cooperate in obtaining the Commission's



- approval of any such modified agreement, if necessary, by making a joint application requesting such Commission approval and any other required filings related thereto.
- 2.7 In the event that a New Structure is located on the territorial boundary between the Cooperative's and the Company's service territory as described in this Agreement and supporting Exhibits, the New Structure shall be served by the party whose territory includes the point at which the electrical service enters the New Structure.
- 2.8 A party may provide electric service to a New Outbuilding located in the Exclusive Service Area of the other party, so long as (i) the New Outbuilding is located within the contiguous tract of land on which that party's customer's Structure is located, and the New Outbuilding shall not be used for commercial or industrial purposes or (ii) the other party consents in writing. This section shall not apply to a customer who receives electric service from both Company and Cooperative on the same tract of land, and requests additional electric service. The New Outbuildings for these customers shall be served by the designated exclusive service provider, unless the customer, Company, and Cooperative agree otherwise and follow the procedures set out in Article 6.
- 2.9 When the parties cannot agree on the boundaries of the service area as described within this Agreement, they may, by mutual consent of all parties involved, petition the Missouri Public Service Commission to determine the boundaries and such determination shall be binding on all parties.
- 2.10 This Agreement does not purport to affect the rights of any Electric Power Provider.

### ARTICLE 3

#### EXCLUSIVE SERVICE AREA OF COOPERATIVE

The Exclusive Service Area of Cooperative, as between the parties under this Agreement, shall be those parcels of property located within Platte and Clay Counties, Missouri, as set forth in the map and metes and bounds descriptions contained in the attached Exhibits A and C incorporated

Contract# - 12/22/2011

herein and as provided in Section 2.2.\* Exhibits A and C may be amended from time to time as provided in Section 11.4.

#### ARTICLE 4

##### EXCLUSIVE SERVICE AREA OF COMPANY

The Exclusive Service Area of Company, as between the parties under this Agreement, shall be those parcels of property located within Platte and Clay Counties, Missouri as set forth in the map and metes and bounds descriptions contained in the attached Exhibits B and D and incorporated herein and as provided in Section 2.3.\* Exhibits B and D may be amended from time to time as provided in Section 11.4.

#### ARTICLE 5

##### RIGHT TO CONSTRUCT FACILITIES

This Agreement shall in no way impair or affect either party's right to construct such electric generation, distribution and transmission facilities within the designated Exclusive Service Area of the other as that party deems necessary, appropriate or convenient to provide electric service to its customers not inconsistent with the terms of this Agreement and as otherwise allowed by Laws and Regulations.

---

\* Exhibit E, attached and incorporated herein, is a compilation of the maps contained in Exhibits A, B, C, and D illustrating the electric service areas of Company and Cooperative for purposes of this Agreement.

## ARTICLE 6

## CASE-BY-CASE EXCEPTION PROCEDURE

- 6.1 The parties may agree on a case-by-case basis, by Addendum hereto, to allow a New or Existing Structure to receive service from one party although the Structure is located in the Exclusive Service Area of the other party.
- 6.2 Such Addendum shall be filed with the Executive Secretary of the Commission in the same manner as a motion or other pleading, with a copy submitted to the Office of Public Counsel. There will be no filing fee for these addenda.
- 6.3 Each Addendum shall consist of a statement identifying the Structure, the party to serve the Structure, the justification for the Addendum, and indicating that the parties support the Addendum.
- 6.4 If the Commission Staff or Office of the Public Counsel does 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. Each Addendum shall contain a statement in bold uppercase typeface indicating that the Commission's staff or the Office of the Public Counsel have forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.
- 6.5 Each party, pursuant to an executed Addendum, shall have the right to provide temporary service, as defined in Section 394.315 RSMo. (2000), 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 an order of the Commission or a court regarding the removal of same.

## ARTICLE 7

## TERM AND CONDITIONS OF PERFORMANCE

- 7.1 The initial term of this Agreement shall be ten (10) years from the Effective Date. If either party wishes to terminate this Agreement at the expiration of the initial ten (10)

year term, it shall provide written notice to the other of its intent to terminate the Agreement not less than one (1) year prior to the end of the initial (10) year term. If no such notice to terminate is provided, then this Agreement shall automatically be renewed for successive one (1) year terms (Renewal Term) with the anniversary date being the Effective Date of this Agreement. During the Renewal Term, any party may terminate this Agreement by providing the other party with written notice of its intent to terminate this Agreement at least eight (8) months in advance of the end of the Renewal Term unless terminated by the parties in accordance with Article 8, Termination.

7.2 Performance of the parties is contingent upon all of the following having occurred, unless such condition is waived, extended or modified by agreement, in writing, signed by an officer of each party hereto:

- A. All required approvals of Company and Cooperative;
- B. Approval of this Territorial Agreement by the Commission, which shall, as a minimum, consist of an order (i) approving this Agreement and (ii) a finding that this Agreement does not impair Company's certificates of convenience and necessity, except as specifically limited by the Agreement;

7.3 Company and Cooperative agree to undertake all actions reasonably necessary to implement this Agreement. Company and Cooperative will cooperate in presenting a joint application to the Commission showing this Agreement, in total, not to be detrimental to the public interest. Company and Cooperative will share equally in the costs assessed by the Commission for seeking administrative approval of this Agreement. All other costs will be borne by the respective party incurring the costs.

#### ARTICLE 8

#### TERMINATION

8.1 The termination of this Agreement shall be effective on the date the Commission receives a notice signed by both Company and Cooperative of their decision to terminate this Agreement.

Contracts - 12/22/2011

8.2 If this Agreement is terminated as provided herein, each party shall pay its costs and expenses incurred by it in connection with such termination, and no party (or any of its officers, directors, employees, agents, attorneys, representatives, or shareholders) shall be liable to any other party for any costs, expenses, or damages; except as provided herein, neither party shall have any liability or further obligation to the other party to this Agreement.

#### ARTICLE 9

##### NOTICES

All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by fax, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

##### For Company

Aquila, Inc.  
20 West Ninth Street  
Kansas City, MO 64105

##### For Cooperative

Platte-Clay Electric Cooperative, Inc.  
1000 W. 92 Highway  
Kearney, MO 64060

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery, in the case of personal delivery or fax, or on the delivery or refusal date, as specified on the return receipt, in the case of overnight courier or registered or certified mail.

#### ARTICLE 10

##### ASSIGNMENT

10.1 This Agreement shall be binding on the successors and assigns of both Company and Cooperative. Subject to the terms of Section 10.2, neither party shall make any assignment of any of its rights or interests under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, and approval of the Commission.

Harp.12.06

10

10.2 Notwithstanding the foregoing, in the event of a merger, corporate reorganization, or corporate restructuring of a party, said party may assign this Agreement to the corporate entity responsible for providing distribution level electric service in the area covered by this Agreement or an affiliate of such entity, and the consent of the other party shall be deemed to be given. The consenting party or party whose consent is deemed to be given shall cooperate in obtaining approval of the assignment, including by (a) participating in the joint application requesting Commission approval of the assignment and (b) providing an affidavit, stating that it consents to the Assignment, for inclusion in such application.

## ARTICLE 11

### MISCELLANEOUS

- 11.1 **Other Products and Services Not Affected.** This Agreement is limited to the distribution of electricity and shall in no way affect either party's right to offer other products and services to customers located in the Exclusive Service Area of the other party. Neither shall this Agreement limit, in any way, a party's right to construct such non-electric distribution facilities within the designated Electric Service Area of the other as that party deems necessary, appropriate or convenient to provide other non-electric distribution service to its customers.
- 11.2 **Opposing Annexation.** Cooperative will not take any public action in opposition to any annexation that has been proposed, as of the date of execution of this Agreement, by the City of Platte City, Missouri or any substantially similar annexation proposed by the City of Platte City, Missouri for a period of two years from the execution of this Agreement, including, but not limited to, providing financing for any group opposing such annexation.
- 11.3 **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with, and its validity shall be determined under, the laws of the State of Missouri.

Contracts - 12/22/2011

- 11.4 **Amendments.** No modification, amendment, deletion, or other change in this Agreement or the boundaries described in the Agreement shall be effective for any purpose unless specifically set forth in writing and signed by both parties and approved by the Commission.
- 11.5 **Headings.** Headings and titles contained in this Agreement are included for convenience only and shall not be considered for purposes of interpretation of this Agreement.
- 11.6 **Impact of Commission or Court Orders.** The filing fee for this application pursuant to 4 CSR 240-21.010 shall be split between the parties. If the Commission does not approve the provisions of this Agreement, then it shall be nullified and of no legal effect 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 and void.
- 11.7 **Survival.** No obligations shall survive termination, cancellation or expiration of this Agreement.
- 11.8 **No Waiver.** If a party has waived a right under this Agreement on any one or more occasions, such action shall not operate as a waiver of any right under this Agreement on any other occasion. Likewise, if a party has failed to require strict performance of an obligation under this Agreement, such action shall not release the other Party from any other obligation under this Agreement or the same obligation on any other occasion.
- 11.9 **Further Assurances.** The parties shall execute such other documents and perform such other acts as may reasonably be necessary in order to give full effect to this Agreement.
- 11.10 **Expenses.** Except as otherwise expressly provided herein, all expenses incurred by the parties hereto in connection with or related to the authorization, preparation and execution of this Agreement and the closing of the transactions contemplated hereby, including, without limitation, the fees and expenses of agents, representatives, counsel and accountants employed by any such party, shall be borne solely and entirely by the party which has incurred same.

Ill. sp. 12.06

12

Contracts - 12/22/2011

11.11 **Entire Agreement.** This contract constitutes the entire agreement between the parties relating to the allocation of service rights in the territory described herein and cancels and supersedes any prior understandings, agreements, negotiations and discussions between the parties with respect to the allocation of service territory rights, including the Territorial Agreement dated December 13, 1991 and subsequent amendments thereto, by and between the parties, except for the Confidentiality Agreement entered into by the parties on August 29, 2006.

The parties have entered into this Agreement as evidenced below by the signature of their duly authorized representatives as of the date set forth on the first page hereof.



Contracts - 12/22/2011

AQUILA, INC.

By: Ivan Vancas

Name: Ivan Vancas

Title: Operating Vice President

Attest:

By: Angela D. Bowers

ANGELA D. BOWERS  
Notary Public - State of Missouri  
County of [unclear]

Title: Notary Public

My Commission Expires 03/13/2007

PLATTE-CLAY ELECTRIC COOPERATIVE, INC.

By: Mike Torres

Name: Mike Torres

Title: Chief Executive Officer and General Manager

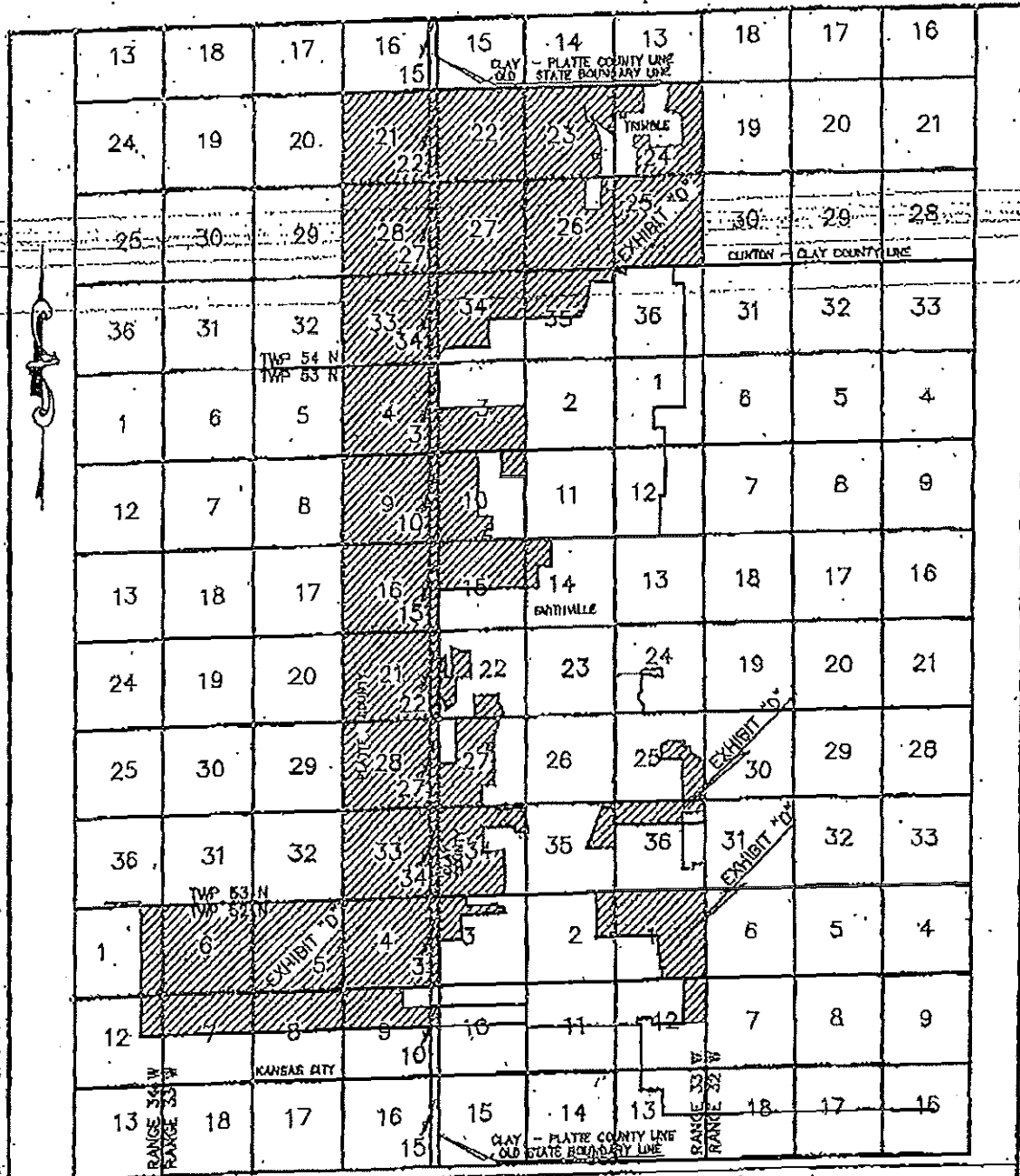
Attest:

By: Angela D. Bowers

Title: Notary Public

ANGELA D. BOWERS  
Notary Public - State of Missouri  
County of [unclear]  
My Commission Expires 03/13/2007

Contracts - 12/22/2011



NOT TO SCALE

### PLATTE - CLAY EXHIBIT EXHIBIT "D"

1333 N.E. BARRY ROAD  
 KANSAS CITY, MISSOURI  
 64165  
 816-459-5858  
 FAX 816-488-6651



KAW VALLEY ENGINEERING, INC.

14708 WEST 114th TERRACE  
 OVERLAND PARK, MO 66204  
 913-341-3176  
 P.O. BOX 1334  
 8200 WORTH JACKSON  
 JENNISON CITY, MI 48834  
 313-743-6044

PROJ # 60751173
DATE 2/14/2007
CD BY WRB
CHECKED BY
CPK 1175-JG

22 Land Projects 20071607\_11751010113731DL.dwg, 7/22/2007 3:37:59 PM, dthier

**EXHIBIT "D"**

A PARCEL OR TRACT OF LAND BEING ALL THAT PORTION OF SECTIONS 4, 5, 6, 7, 8, 9 AND FRACTIONAL SECTIONS 3 AND 10 IN TOWNSHIP 52 NORTH, RANGE 33 WEST, PLATTE COUNTY, MISSOURI AND SECTIONS 1 AND 12 IN TOWNSHIP 52 NORTH RANGE 34 WEST AND SECTIONS 4, 9, 16, 21, 28, 33, AND FRACTIONAL SECTIONS 3, 10, 15, 22, 27 AND 34 IN TOWNSHIP 53 NORTH RANGE 33 WEST, PLATTE COUNTY MISSOURI, AND SECTIONS 21, 28, 33, AND FRACTIONAL SECTIONS 22, 27 AND 34 IN TOWNSHIP 54 NORTH, RANGE 33 WEST, PLATTE COUNTY, MISSOURI, AND SECTIONS 3, 10, 15, 22, 27 AND 34 IN TOWNSHIP 53 NORTH, RANGE 33 WEST, CLAY COUNTY MISSOURI, AND SECTION 3, IN TOWNSHIP 52 NORTH, RANGE 33 WEST, CLAY COUNTY MISSOURI, AND SECTION 34, 35, AND 36 IN TOWNSHIP 54 NORTH RANGE 33 WEST, CLAY COUNTY, MISSOURI AND SECTIONS 22, 23, 24, 25, 26, AND 27 IN TOWNSHIP 54 NORTH, RANGE 33 WEST, CLINTON COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 53 NORTH, RANGE 33 WEST, PLATTE COUNTY, MISSOURI, THENCE NORTHERLY ALONG THE WEST LINE OF SECTIONS 33, 28, 21, 16, 9, AND 4 IN TOWNSHIP 53 NORTH, RANGE 33 WEST, AND ALONG THE WEST LINE OF SECTIONS 33, 28, AND 21 IN TOWNSHIP 54 NORTH, RANGE 33 WEST, PLATTE COUNTY, TO THE NORTHWEST CORNER OF SAID SECTION 21 IN TOWNSHIP 54 NORTH, RANGE 33 WEST; THENCE EASTERLY ALONG THE NORTH LINE OF SECTION 21 AND FRACTIONAL SECTION 22 IN TOWNSHIP 54 NORTH, RANGE 33 WEST, PLATTE COUNTY TO THE PLATTE-CLINTON COUNTY LINE, ALSO BEING THE OLD STATE BOUNDARY LINE; THENCE ALONG THE PLATTE-CLINTON COUNTY LINE TO THE NORTHWEST CORNER OF SECTION 22, CLINTON COUNTY; THENCE EASTERLY ALONG THE NORTH LINE OF SECTIONS 22, 23, AND 24 IN TOWNSHIP 54 NORTH, RANGE 33 WEST, CLINTON COUNTY TO THE NORTHEAST CORNER OF SAID SECTION 24; THENCE SOUTHERLY ALONG THE EAST LINE OF SECTIONS 24 AND 25 IN TOWNSHIP 54 NORTH, RANGE 33 WEST, CLINTON COUNTY TO THE SOUTHEAST CORNER OF SAID SECTION 25 ALSO BEING A POINT OF THE CLINTON-CLAY COUNTY LINE; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 25, ALSO BEING THE NORTH LINE OF SECTION 36 IN TOWNSHIP 54 NORTH, RANGE 33 WEST AND THE CLINTON-CLAY COUNTY LINE, TO THE NORTHEAST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 36; THENCE CONTINUING ALONG SAID LINE WESTERLY ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO A POINT 130.23 FEET EAST OF THE WEST LINE OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 36; THENCE SOUTHERLY AND PARALLEL TO SAID WEST LINE OF SECTION 36 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE NORTH LINE OF THE SOUTH 2016.4 FEET OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 36; THENCE WESTERLY ALONG SAID

Contracts - 12/22/2011

NORTH LINE OF THE SOUTH 2016.4 FEET ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE; A DISTANCE OF 130.23 FEET TO THE WEST LINE OF SAID SECTION 36 ALSO BEING THE EAST LINE OF SECTION 35 IN TOWNSHIP 54 NORTH, RANGE 33 WEST; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH 2016.4 FEET OF THE NORTHEAST ~~1/4~~ ~~OF SAID SECTION 35 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT~~ OF WAY LINE OF HIGHWAY 169; THENCE NORTHERLY ALONG THE SOUTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY 169 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 2373-05 TO THE NORTH LINE OF SAID SECTION 35; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 35, ALSO BEING THE CLINTON-CLAY COUNTY LINE, TO THE WESTERLY RIGHT OF WAY LINE OF SAID HIGHWAY 169; THENCE SOUTHERLY ALONG THE WESTERLY AND NORTHERLY RIGHT OF WAY LINE OF HIGHWAY 169 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 2373-05 TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE NORTHERLY ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF SAID SECTION 35; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 35, ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 34 IN TOWNSHIP 54 NORTH, RANGE 33 WEST; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 34 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO A POINT 148.80 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 34; THENCE SOUTHERLY AND PARALLEL TO THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 34 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO A POINT 148.5 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE WESTERLY ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE; THENCE SOUTH ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 353.00 FEET; THENCE NORTH 04 DEGREES WEST ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 430.32 FEET; THENCE SOUTH 04 DEGREES 30 MINUTES WEST ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 188.10 FEET; THENCE SOUTH 19 DEGREES 47 MINUTES WEST ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 290.40 FEET TO THE CLAY-PLATTE COUNTY LINE, ALSO BEING THE WEST LINE OF SECTION 34, IN TOWNSHIP 54 NORTH, RANGE 33 WEST, CLAY COUNTY AND THE EAST LINE OF FRACTIONAL SECTION 34 IN TOWNSHIP 54 NORTH, RANGE 33 WEST, PLATTE COUNTY AND BEING THE OLD STATE BOUNDARY LINE; THENCE SOUTHERLY ALONG THE CLAY-PLATTE COUNTY LINE AND THE WEST LINE OF SAID

EXHIBIT "D" 3 of 19

Contracts - 12/22/2011

SECTION 34, IN TOWNSHIP 54 NORTH, RANGE 33 WEST, CLAY COUNTY ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 348.48 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 34, IN TOWNSHIP 54 NORTH, RANGE 33 WEST, CLAY COUNTY; THENCE SOUTHERLY ALONG THE CLAY - PLATTE COUNTY LINE ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO THE SOUTH LINE OF THE NORTH HALF OF SECTION 3, IN TOWNSHIP 53 NORTH, RANGE 33 WEST, CLAY COUNTY; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 3 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 3; THENCE SOUTHERLY ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 3, ALSO BEING THE WEST LINE OF THE SOUTHWEST ¼ OF SECTION 2 IN TOWNSHIP 53 NORTH, RANGE 33 WEST, CLAY COUNTY AND ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE SOUTHWEST CORNER OF SAID SECTION 2, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SECTION 10 IN TOWNSHIP 53 NORTH, RANGE 33 WEST, CLAY COUNTY ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO THE NORTH LINE OF THE SOUTH 26 ACRES OF THE NORTH 62.5 ACRES OF THE NORTHEAST ¼ OF SAID SECTION 10; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH 26 ACRES OF THE NORTH 62.5 ACRES OF THE NORTHEAST ¼ OF SAID SECTION 10 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 10; THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 10 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO A POINT 1286.65 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 80 DEGREES 52 MINUTES 12 SECONDS WEST ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 2139-02, A DISTANCE OF 525.85 FEET; THENCE SOUTH 69 DEGREES 29 MINUTES 47 SECONDS WEST ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 2139-02, A DISTANCE OF 225.82 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 58 SECONDS WEST ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 2139-02, A DISTANCE OF 576.34 FEET TO THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 10; THENCE SOUTH 00 DEGREES 15 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 10 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 2139-02, TO THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 10; THENCE SOUTH 00 DEGREES 15 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 10 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 2139-02, A DISTANCE OF 1004.01 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 58

EXHIBIT 'D' 4 of 19

Contracts - 12/22/2011

SECONDS EAST ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 2139-02, A DISTANCE OF 1305.67 FEET TO THE EAST LINE OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 10; THENCE SOUTHERLY ALONG THE EAST LINE OF THE OF SAID NORTHWEST ¼ OF THE SOUTHEAST ¼; ALSO BEING THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 10; AND BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO A POINT 940.48 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 10; THENCE NORTH 89 DEGREES 37 MINUTES 54 SECONDS WEST ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 2067-02, A DISTANCE OF 443.13 FEET; THENCE SOUTH 28 DEGREES 34 MINUTES 28 SECONDS EAST ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 2067-02, A DISTANCE OF 541.13 FEET; THENCE SOUTH 07 DEGREES 28 MINUTES 45 SECONDS WEST ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 2067-02, A DISTANCE OF 93.06 FEET; THENCE SOUTH 26 DEGREES 05 MINUTES 08 SECONDS EAST ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 2067-02, A DISTANCE OF 120.85 FEET; THENCE SOUTH 55 DEGREES 59 MINUTES 18 SECONDS EAST ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 2067-02, A DISTANCE OF 283.61 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 54 SECONDS EAST ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 2067-02, A DISTANCE OF 138.51 FEET TO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 10; THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EAST HALF OF THE EAST HALF ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 535.44 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 10; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 10 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE SOUTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 10; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 14 IN TOWNSHIP 53 NORTH, RANGE 33 WEST ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 14; THENCE SOUTHERLY ALONG THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 14; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO A POINT 632.45 FEET EAST OF THE WEST LINE OF SAID SECTION 14; THENCE SOUTHERLY ALONG A LINE PARALLEL TO AND 632.45 FEET EAST OF THE WEST LINE OF SAID SECTION 14 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE SOUTH LINE OF SAID NORTHWEST ¼ OF SECTION 14; THENCE

EXHIBIT "D" 5 of 19

Contracts - 12/22/2011

WESTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST ¼ OF SECTION  
 14 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE,  
 TO THE SOUTHWEST CORNER OF SAID NORTHWEST ¼ OF SECTION 14;  
 THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH HALF OF  
~~SECTION 15 IN TOWNSHIP 53 NORTH, RANGE 33 WEST, CLAY COUNTY ALSO~~  
~~BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO THE~~  
~~NORTHWEST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 15 IN~~  
 TOWNSHIP 53 NORTH, RANGE 33 WEST, CLAY COUNTY THENCE  
~~SOUTHERLY ALONG THE CLAY-PLATTE COUNTY LINE AND THE WEST LINE~~  
 OF SAID SECTIONS 15 AND 22 IN TOWNSHIP 53 NORTH, RANGE 33 WEST,  
 CLAY COUNTY ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF  
 SMITHVILLE, TO THE SOUTH BANK OF SMITH'S FORK OF THE PLATTE  
 RIVER AS IT PRESENTLY EXISTS, AND IT'S MEANDERINGS; THENCE  
 NORTHEASTERLY ALONG SAID SOUTH BANK ALSO BEING THE  
 CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO A POINT 1654.30  
 FEET WEST OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION 22;  
 THENCE SOUTHERLY ALONG A LINE 1654.30 FEET WEST OF AND PARALLEL  
 TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION 22 ALSO BEING THE  
 CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE  
 NORTHERLY RIGHT OF WAY LINE OF NORTHWESTERN STREET; THENCE  
 EASTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID  
 NORTHWESTERN STREET ALSO BEING THE CORPORATE BOUNDARY OF  
 THE CITY OF SMITHVILLE, A DISTANCE OF 500.00 FEET TO A POINT 1154.30  
 FEET WEST OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION 22;  
 THENCE NORTHERLY ALONG A LINE 1154.30 FEET WEST OF AND PARALLEL  
 TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION 22 ALSO BEING THE  
 CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE SOUTH  
 BANK OF SMITH'S FORK OF THE PLATTE RIVER AS IT PRESENTLY EXISTS,  
 AND IT'S MEANDERINGS, THENCE EASTERLY ALONG SAID SOUTH BANK  
 AND IT'S MEANDERINGS ALSO BEING THE CORPORATE BOUNDARY OF THE  
 CITY OF SMITHVILLE TO THE EAST LINE OF THE NORTHWEST ¼ OF SAID  
 SECTION 22; THENCE SOUTHERLY ALONG SAID EAST LINE ALSO BEING  
 THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE  
 SOUTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 22; THENCE  
 WESTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST ¼ OF SECTION  
 22 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE,  
 TO THE WESTERLY CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE;  
 THENCE SOUTH 03 DEGREES 02 MINUTES EAST ALONG THE WESTERLY  
 CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE  
 CENTERLINE OF SECOND CREEK ROAD, SAID POINT BEARS SOUTH 66  
 DEGREES 30 MINUTES WEST, A DISTANCE OF 861.00 FEET FROM THE  
 NORTH-SOUTH CENTERLINE OF SAID SECTION 22 AS MEASURED ALONG  
 THE CENTERLINE OF SECOND CREEK ROAD; THENCE SOUTHWESTERLY  
 ALONG THE CENTERLINE OF SECOND CREEK ROAD ALSO BEING THE  
 CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO A POINT;  
 THENCE NORTH 11 DEGREES 12 MINUTES WEST ALONG THE CORPORATE

EXHIBIT "D" 6 of 19

Contracts - 12/22/2011

BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 549.90 FEET;  
 THENCE NORTH 72 DEGREES 27 MINUTES WEST ALONG THE CORPORATE  
 BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 258.20 FEET;  
 THENCE NORTH 80 DEGREES 16 MINUTES WEST ALSO BEING THE  
 CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF  
~~352.10 FEET TO THE WEST LINE OF SAID SECTION 22, IN TOWNSHIP 53~~  
~~NORTH, RANGE 33 WEST, CLAY COUNTY, ALSO BEING THE CLAY-PLATTE~~  
 COUNTY LINE; THENCE SOUTH 00 DEGREES 40 MINUTES WEST ALONG THE  
 CLAY-PLATTE COUNTY LINE ALSO BEING THE CORPORATE BOUNDARY OF  
 THE CITY OF SMITHVILLE, A DISTANCE OF 1068.60 FEET TO THE  
 SOUTHWEST CORNER OF SECTION 22 IN TOWNSHIP 53 NORTH, RANGE 33  
 WEST, CLAY COUNTY; THENCE CONTINUE SOUTHERLY ALONG THE CLAY-  
 PLATTE COUNTY LINE ALONG THE WEST LINE OF SECTIONS 27 TO THE  
 SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 27; THENCE  
 EASTERLY ALONG SAID SOUTH LINE OF THE NORTHWEST ¼ ALSO BEING  
 THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO THE  
 SOUTHERLY PROLONGATION OF THE EAST LINE OF CEDAR LAKE ESTATES  
 VII; THENCE NORTHERLY ALONG THE EAST LINE OF CEDAR LAKE ESTATES  
 VII AND ITS SOUTHERLY PROLONGATION, AND THE EAST LINE OF CEDAR  
 LAKE ESTATES VI, CEDAR LAKE ESTATES V, AND CEDAR LAKE ESTATES  
 IV, ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE  
 TO THE NORTHEAST CORNER OF CEDAR LAKE ESTATES IV; THENCE  
 EASTERLY ALONG THE SOUTH LINE OF CEDAR LAKE ESTATES III ALSO  
 BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO THE  
 SOUTHEAST CORNER OF CEDAR LAKE ESTATES III, A DISTANCE OF 16.50  
 FEET; THENCE NORTHERLY ALONG THE EAST LINE OF CEDAR LAKE  
 ESTATES III, CEDAR LAKE ESTATES II AND CEDAR LAKE ESTATES AND ITS  
 NORTHERLY PROJECTION ALSO BEING THE CORPORATE BOUNDARY OF  
 THE CITY OF SMITHVILLE TO THE NORTHERLY RIGHT OF WAY LINE OF  
 SECOND CREEK ROAD; THENCE EASTERLY ALONG SAID RIGHT OF WAY  
 LINE AND THE NORTHERLY RIGHT OF WAY LINE OF BRIDGE ROAD ALSO  
 BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO THE  
 EAST BANK OF SECOND CREEK; THENCE SOUTHERLY ALONG THE EAST  
 BANK OF SAID SECOND CREEK ALSO BEING THE CORPORATE BOUNDARY  
 OF THE CITY OF SMITHVILLE TO THE SOUTH LINE OF SECTION 22, IN  
 TOWNSHIP 53 NORTH, RANGE 33 EAST; THENCE EASTERLY ALONG SAID  
 SOUTH LINE ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF  
 SMITHVILLE TO THE EASTERLY RIGHT OF WAY LINE OF CLIFF DRIVE;  
 THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE ALSO  
 BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO ITS  
 INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE  
 NORTHEAST ¼ OF SAID SECTION 27, TOWNSHIP 53 NORTH, RANGE 33 EAST;  
 THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EAST HALF OF THE  
 NORTHEAST ¼ ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF  
 SMITHVILLE TO THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF THE  
 SOUTHEAST ¼; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID

EXHIBIT "D" 7 of 19



Contracts - 12/22/2011

NORTHEAST ¼ OF THE SOUTHEAST ¼ ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 27; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 27 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO THE NORTHWEST CORNER OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 27; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 27 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO THE SOUTHWEST CORNER OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 27; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 27 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 92; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO A POINT 208.71 FEET SOUTH OF THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 53 NORTH, RANGE 33 WEST; THENCE EASTERLY ALONG A LINE 208.71 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST ¼ OF SECTION 26 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO THE WESTERLY RIGHT OF WAY LINE OF HIGHWAY 169; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY OF HIGHWAY 169 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO A POINT; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO SAID WESTERLY RIGHT OF WAY LINE OF HIGHWAY 169 ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 220.00 FEET; THENCE SOUTHERLY AND PARALLEL TO SAID WESTERLY RIGHT OF WAY LINE ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 192.00 FEET; THENCE EASTERLY AND PERPENDICULAR TO SAID WESTERLY RIGHT OF WAY LINE ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 220.00 FEET TO SAID WESTERLY RIGHT OF WAY LINE AND A POINT BEING 2160.92 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 53 NORTH, RANGE 33 WEST AS MEASURED ALONG SAID RIGHT OF WAY LINE OF SAID HIGHWAY 169; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF HIGHWAY 169 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO THE NORTH LINE OF FIRST PARK; THENCE NORTH 86 DEGREES 46 MINUTES 16 SECONDS WEST ALONG THE NORTH LINE OF SAID FIRST PARK ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 760.00 FEET; THENCE NORTH 25 DEGREES 17 MINUTES 38 SECONDS WEST CONTINUING ALONG THE NORTH LINE OF FIRST PARK, A DISTANCE OF 199.20 FEET; THENCE NORTH 86 DEGREES 46 MINUTES 16 SECONDS WEST CONTINUING ALONG THE NORTH LINE OF FIRST PARK AND ITS WESTERLY PROLONGATION ALSO BEING THE CORPORATE BOUNDARY OF THE CITY

EXHIBIT "D" 8 of 19

Contracts - 12/22/2011

OF SMITHVILLE, A DISTANCE OF 1874.88 FEET TO THE WEST LINE OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 53 NORTH, RANGE 33 WEST; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST ¼ OF SECTION 34 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 1431.00 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST ¼ OF SECTION 34; THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 34 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST ¼ OF SAID SECTION 34; THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST ¼ OF SAID SECTION 34 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST ¼ OF SAID SECTION 34; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 34 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO A POINT BEING 386.90 FEET EAST OF THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 52 NORTH, RANGE 31 WEST; THENCE SOUTHERLY ALONG THE WEST LINE OF LOT F, BARTON HEIGHTS ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 707.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT F; THENCE NORTH 89 DEGREES 26 MINUTES EAST, ALONG THE SOUTH LINE OF SAID LOT F ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 310.0 FEET; THENCE SOUTHERLY ALONG THE WEST LINE OF LOT E, BARTON HEIGHTS ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 69.10 FEET TO THE SOUTHWEST CORNER OF SAID LOT E; THENCE NORTH 89 DEGREES 26 MINUTES EAST ALONG THE SOUTH LINE OF SAID LOT E ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO THE SOUTHEAST CORNER OF SAID LOT E, A DISTANCE OF 1348.01 FEET; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT E, ALSO BEING THE WEST LINE OF LOT C, BARTON HEIGHTS, ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 43.01 FEET TO THE NORTHWEST CORNER OF SAID LOT C; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT C ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 225.0 FEET TO THE CENTERLINE OF CENTER STREET; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID CENTER STREET ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO ITS INTERSECTION WITH THE CENTERLINE OF SUNSET DRIVE; THENCE EASTERLY ALONG THE CENTERLINE OF SAID SUNSET DRIVE ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 426.62 FEET TO THE WEST LINE OF LOT 28, BARTON HEIGHTS; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 28 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE SOUTHWEST CORNER OF SAID LOT 28; THENCE SOUTH 89 DEGREES 20 MINUTES WEST ALONG THE SOUTH LINE OF SAID BARTON HEIGHTS

EXHIBIT "D" 9 of 19

Contracts - 12/22/2011

ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 2672.39 FEET TO THE SOUTHWEST CORNER OF SAID BARTON HEIGHTS, ALSO BEING A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST ¼ OF SAID SECTION 3; THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST ¼ ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO THE SOUTHWEST CORNER OF SAID EAST HALF OF THE NORTHWEST ¼; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 3 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO THE SOUTHWEST CORNER OF SAID NORTHWEST ¼; THENCE SOUTHERLY ALONG THE WEST LINE OF SECTION 3 IN TOWNSHIP 52 NORTH, RANGE 33 WEST, CLAY COUNTY, ALSO BEING THE EAST LINE OF FRACTIONAL SECTION 3 IN TOWNSHIP 52 NORTH, RANGE 33 WEST, PLATTE COUNTY, ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE NORTHEAST CORNER OF THE NORTHWEST FRACTIONAL ¼ OF FRACTIONAL SECTION 10 IN TOWNSHIP 52 NORTH, RANGE 33 WEST, PLATTE COUNTY; THENCE SOUTH 89 DEGREES 45 MINUTES 01 SECONDS WEST ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 10 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 1938-00, TO THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 9 IN TOWNSHIP 52 NORTH, RANGE 33 WEST, PLATTE COUNTY, A DISTANCE OF 477.92 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 34 SECONDS WEST ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 9 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 1938-00, A DISTANCE OF 1304.42 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 19 MINUTES 26 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 9 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 1938-00, A DISTANCE OF 1314.67 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 9; THENCE NORTH 89 DEGREES 30 MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 9 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 1938-00, A DISTANCE OF 1309.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 9; THENCE NORTH 89 DEGREES 36 MINUTES 35 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 10 IN TOWNSHIP 52 NORTH, RANGE 33 WEST, PLATTE COUNTY, ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 1938-00, A DISTANCE OF 481.11 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST FRACTIONAL ¼ OF SAID SECTION 10 ALSO BEING A POINT ON THE CLAY-PLATTE COUNTY LINE; THENCE SOUTHERLY ALONG THE CLAY-PLATTE COUNTY LINE, TO A POINT 180 FEET NORTH OF THE EAST-WEST

EXHIBIT 'D' 10 of 19

Contracts - 12/22/2011

CENTERLINE OF FRACTIONAL SECTION 10 IN TOWNSHIP 52 NORTH, RANGE 33 WEST, PLATTE COUNTY THENCE WESTERLY ALONG A LINE 180 NORTH OF THE EAST-WEST CENTERLINE OF SECTIONS 10, 9, 8, 7, IN TOWNSHIP 52 NORTH, RANGE 33 WEST, AND SECTION 12 IN TOWNSHIP 52 NORTH, RANGE 34 WEST, ALSO BEING THE CORPORATE BOUNDARY OF KANSAS CITY, TO A POINT 180 FEET EAST OF THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 12; THENCE NORTHERLY ALONG A LINE 180 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 12 AND SECTION 1 IN TOWNSHIP 52 NORTH, RANGE 34 WEST, TO THE NORTH LINE OF SAID SECTION 1; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 1 IN TOWNSHIP 52 NORTH, RANGE 34 WEST, AND SECTIONS 6 AND 5 IN TOWNSHIP 52 NORTH, RANGE 33 WEST, ALSO BEING THE SOUTH LINE OF SECTIONS 31 AND 32 IN TOWNSHIP 53 NORTH, RANGE 33 WEST, TO THE SOUTHWEST CORNER OF SECTION 33 IN TOWNSHIP 53 NORTH, RANGE 33 WEST ALSO BEING THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OR TRACT OF LAND BEING IN THE CITY OF SMITHVILLE.

A PARCEL OR TRACT OF LAND BEING ALL THAT PART OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 27, TOWNSHIP 53 NORTH, RANGE 33 WEST, SMITHVILLE, CLAY COUNTY, MISSOURI AS DEFINED IN ORDINANCE 2493-06 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 27; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  A DISTANCE OF 479.34 FEET; THENCE WESTERLY ALONG A LINE 479.34 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  TO THE WESTERLY RIGHT OF WAY LINE OF CLIFF DRIVE (ALSO KNOWN AS SECOND CREEK ROAD) ALSO BEING THE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT 489.34 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ ; THENCE NORTH 89 DEGREES 36 MINUTES 09 SECONDS EAST ALONG A LINE 489.34 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ , TO THE CENTERLINE OF SAID CLIFF DRIVE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID CLIFF DRIVE TO A POINT THAT BEARS NORTH 87 DEGREES 25 MINUTES 01 SECONDS WEST OF A POINT 730.17 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  AS MEASURED ALONG THE EAST LINE OF SAID SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ ; THENCE NORTH 87 DEGREES 25 MINUTES 01 SECONDS WEST TO A POINT THAT BEARS NORTH 87 DEGREES 25 MINUTES 01 SECONDS WEST, A DISTANCE OF 203.26 FEET FROM THE EAST LINE OF SAID SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ ;

EXHIBIT 'D' 11 of 19

Contracts - 12/22/2011

THENCE SOUTH 0 DEGREES 18 MINUTES 34 SECONDS EAST ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SOUTHWEST ¼ OF THE NORTHEAST ¼, A DISTANCE OF 261.4 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 09 SECONDS EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST ¼ OF THE NORTHEAST ¼, TO THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF CLIFF DRIVE AND THE POINT OF BEGINNING

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OR TRACT OF LAND BEING THE CITY OF TRIMBLE,

A PARCEL OR TRACT OF LAND BEING ALL THAT PORTION OF SECTIONS 23, 24, 25, AND 26 IN TOWNSHIP 54 NORTH, RANGE 33 WEST, TRIMBLE, CLINTON COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 24 IN TOWNSHIP 54 NORTH RANGE 33 WEST CLINTON COUNTY MISSOURI ALSO BEING THE SOUTHEAST CORNER OF SECTION 23 IN TOWNSHIP 54, RANGE 33 WEST CLINTON COUNTY MISSOURI AND ALSO BEING THE NORTHEAST CORNER OF SECTION 26 IN TOWNSHIP 54 NORTH, RANGE 33 WEST; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 26, A DISTANCE OF 500 FEET THENCE WESTERLY, A DISTANCE OF 487.7 FEET; THENCE NORTHERLY ALONG A LINE 487.7 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 26, A DISTANCE OF 500 FEET TO THE SOUTH LINE OF SAID SECTION 23; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 23 TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 169; THENCE SOUTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 169 A DISTANCE OF 5306.70 TO A POINT 40 FEET EAST OF AND OPPOSITE STATION 1811+61.8 AS CALLED OUT IN ORDINANCE 05-184; THENCE WESTERLY TO A POINT 40 FEET WESTERLY AND OPPOSITE SAID STATION 1811+61.8 TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID HIGHWAY; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE SOUTHERLY LIMIT OF A TRACT DESCRIBED IN ORDINANCE 03-159; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 89 DEGREES 51 MINUTES 32 SECONDS WEST, A DISTANCE OF 1089.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 50 SECONDS WEST, A DISTANCE OF 801.20 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 26; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 26, ALSO BEING THE SOUTH LINE OF SAID SECTION 23 TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF HIGHWAY 169; THENCE NORTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF HIGHWAY 169 TO THE SOUTH LINE OF THE NORTH HALF OF

EXHIBIT "D" 12 of 19

Contracts - 12/22/2011

THE SOUTHEAST ¼ OF SAID SECTION 23; THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST ¼, A DISTANCE OF 300 FEET; THENCE NORTHERLY, A DISTANCE OF 464 FEET; THENCE EASTERLY TO THE EASTERLY RIGHT OF WAY LINE OF SAID HIGHWAY 169; THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF HIGHWAY 169 TO THE NORTHERLY LIMIT OF THAT PARCEL DESCRIBED IN ORDINANCE 03-153; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LIMIT OF SAID PARCEL TO A POINT 437.30 FEET EAST OF THE EASTERLY RIGHT OF WAY LINE HIGHWAY 169 AS MEASURED ALONG A LINE 100 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 23 IN TOWNSHIP 54 NORTH RANGE 33 WEST; THENCE EASTERLY ALONG SAID LINE 100' NORTH OF THE SOUTH LINE OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼, TO A POINT 326 FEET WEST OF THE EAST LINE OF SAID SECTION 23; THENCE SOUTHEASTERLY TO A POINT 250 FEET SOUTH OF THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE NORTHERLY ALONG SAID EAST LINE OF SECTION 23, ALSO BEING THE WEST LINE OF SECTION 24 IN TOWNSHIP 54 NORTH RANGE 33 WEST, A DISTANCE OF 100 FEET; THENCE WESTERLY ALONG A LINE 100 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, A DISTANCE OF 500.00 FEET; THENCE NORTHERLY AND PARALLEL TO THE EAST LINE OF SAID SECTION 23, A DISTANCE OF 200 FEET; THENCE EASTERLY ALONG A LINE 100 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, A DISTANCE OF 500.00 FEET, TO THE EAST LINE OF SAID SECTION 23; THENCE NORTHERLY ALONG SAID EAST LINE OF SECTION 23 ALSO BEING SAID WEST LINE OF SECTION 24, TO THE SOUTHWEST CORNER OF CAPE COD ESTATES; NORTHERLY ALONG THE EAST LINE OF THE SOUTH HALF OF THE NORTHWEST ¼ OF SECTION 24 IN TOWNSHIP 54 NORTH RANGE 33 WEST ALSO BEING THE WEST LINE OF SAID CAPE COD ESTATES, A DISTANCE OF 817.82 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST ¼ OF SAID SECTION 24 ALSO BEING THE NORTHWEST CORNER OF SAID CAPE COD ESTATES; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST ¼ AND THE NORTH LINE OF CAPE COD ESTATES, DISTANCE OF 284.91 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 00 SECOND EAST ALONG THE BOUNDARY OF CAPE COD ESTATES, A DISTANCE OF 378.91 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 00 SECONDS EAST ALONG THE BOUNDARY OF CAPE COD ESTATES, A DISTANCE OF 344.88 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 00 SECOND WEST ALONG THE BOUNDARY OF CAPE COD ESTATES, A DISTANCE OF 378.91 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST ¼ AND THE NORTH LINE OF CAPE COD ESTATES; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST ¼ AND THE NORTH LINE OF CAPE COD ESTATES, TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 24; THENCE NORTHERLY ALONG

EXHIBIT 'D' 13 of 19

Contracts - 12/22/2011

THE WEST LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 24, TO THE NORTHWEST CORNER OF SAID NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$ ; THENCE EASTERLY ALONG THE NORTH LINE OF SAID NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  TO THE NORTHEAST CORNER OF SAID NORTHWEST  $\frac{1}{4}$ ; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 24, A DISTANCE OF 223.19 FEET; THENCE SOUTH 01 DEGREES 03 MINUTES 13 SECONDS EAST, A DISTANCE OF 773.68 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 19 SECONDS WEST, A DISTANCE OF 63.81 FEET; THENCE SOUTH 01 DEGREES 06 MINUTES 28 SECONDS EAST, A DISTANCE OF 207.24 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 09 SECONDS WEST, A DISTANCE OF 177.08 FEET TO THE WEST LINE OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 24; THENCE SOUTHERLY ALONG SAID WEST LINE, A DISTANCE OF 395.33 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 24; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  AND THE NORTH LINE OF CAPE COD ESTATES, A DISTANCE OF 411.21 FEET TO THE NORTHEAST CORNER OF CAPE COD ESTATES; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID CAPE COD ESTATES AND THE WEST LINE OF THE NORTHERLY PROJECTION OF CAPE COD ESTATES - BLOCK C, A DISTANCE OF 50.24 FEET TO THE NORTH LINE OF CAPE COD ESTATES - BLOCK C AND THE SOUTH RIGHT OF WAY LINE OF HIGHWAY D; THENCE EASTERLY AND SOUTHERLY ALONG THE NORTH AND EAST LINE OF CAPE COD ESTATES - BLOCK C AND THE SOUTH AND WEST RIGHT OF WAY LINE OF HIGHWAY D AND THE WEST RIGHT OF WAY LINE OF A NORTH-SOUTH COUNTY ROAD, A DISTANCE OF 2588.53 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NW  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SAID SECTION 24; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NW  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SAID SECTION 24, ALSO BEING THE SOUTH LINE OF SAID CAPE COD ESTATES - BLOCK C, A DISTANCE OF 1758.45 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SAID SECTION 24 ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 24; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 24, ALSO BEING THE SOUTH LINE OF SAID CAPE COD ESTATES - BLOCK C, A DISTANCE OF 512.86 FEET; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 1 OF CAPE COD ESTATES - BLOCK C, A DISTANCE OF 524.63 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MILLER ROAD; THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 75.81 FEET TO THE SOUTH LINE OF LOT 6, BLOCK B OF THE AFOREMENTIONED CAPE COD ESTATES; THENCE WESTERLY ALONG SAID SOUTH LINE, A DISTANCE OF 275.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK B OF CAPE COD ESTATES ALSO BEING THE MOST SOUTHEASTERLY CORNER OF CAPE COD ESTATES - BLOCK D; THENCE WESTERLY ALONG THE SOUTHERLY

EXHIBIT "D" 14 of 19

Contracts - 12/22/2011

BOUNDARY OF CAPE COD ESTATES - BLOCK D, A DISTANCE OF 764.00 FEET;  
 THENCE SOUTHERLY ALONG THE EAST LINE OF SAID BLOCK D, TO THE  
 SOUTHERLY LIMIT OF CAPE COD ESTATES - BLOCK D, ALSO BEING THE  
 NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST ¼ OF THE  
 SOUTHWEST ¼ OF SAID SECTION 24; THENCE EASTERLY ALONG THE  
~~NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST ¼ OF THE~~  
~~SOUTHWEST ¼ OF SAID SECTION 24, TO THE NORTHEAST CORNER OF THE~~  
 SOUTH HALF OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID  
 SECTION 24; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID  
 NORTHWEST ¼ OF THE SOUTHWEST ¼ AND THE WEST LINE OF THE  
 NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 24, TO THE NORTH  
 LINE OF A TRACT OF LAND DESCRIBED IN EXHIBIT B OF ORDINANCE 1002;  
 THENCE EASTERLY ALONG THE NORTH LINE OF SAID TRACT; THENCE  
 SOUTHERLY ALONG THE EAST LINE OF SAID TRACT TO THE NORTHERLY  
 RIGHT OF WAY LINE OF AN EAST-WEST COUNTY ROAD; THENCE  
 WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE EAST  
 LINE OF SAID SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 24;  
 THENCE SOUTHERLY ALONG SAID EAST LINE TO THE SOUTHEAST CORNER  
 OF SAID SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 24; THENCE  
 EASTERLY ALONG THE NORTH LINE OF SECTION 25 IN TOWNSHIP 54  
 NORTH, RANGE 33 WEST ALSO BEING THE SOUTH LINE OF SAID SECTION  
 24, A DISTANCE OF 143 FEET; THENCE SOUTHERLY 20 FEET TO THE  
 SOUTHERLY RIGHT OF WAY LINE OF AN EAST-WEST COUNTY ROAD;  
 THENCE EASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID  
 COUNTY ROAD, A DISTANCE OF 100 FEET; THENCE SOUTHERLY 100 FEET;  
 THENCE WESTERLY 100 FEET; THENCE NORTHERLY 12.7 FEET; THENCE  
 WESTERLY 140 FEET MORE OR LESS TO THE CENTERLINE OF A 15 FOOT  
 WIDE EASEMENT FOR INGRESS AND EGRESS; THENCE SOUTHERLY ALONG  
 SAID CENTERLINE 24 FEET MORE OR LESS; THENCE WESTERLY ALONG THE  
 SOUTHERLY LIMIT OF SAID INGRESS EGRESS BASEMENT 7.5 FEET TO THE  
 WEST LINE OF SAID BASEMENT; THENCE NORTHERLY 129 FEET MORE OR  
 LESS TO THE NORTH LINE OF SAID SECTION 25 ALSO BEING THE SOUTH  
 LINE OF SAID SECTION 24; THENCE WESTERLY ALONG THE SOUTH LINE OF  
 SAID SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 24 TO THE  
 SOUTHWEST CORNER OF SECTION 24 ALSO BEING THE POINT OF  
 BEGINNING.

THE ABOVE DESCRIBED CITY OF TRIMBLE BEING LESS AND EXCEPT ALL  
 THAT PORTION OF "F" HIGHWAY AND ALL THAT PORTION OF HIGHWAY  
 169 EXCEPT THAT PORTION OF HIGHWAY 169 ANNEXED INTO THE CITY OF  
 TRIMBLE PER ANNEXATION 05-184 BEING SPECIFICALLY INCLUDED IN THE  
 ABOVE DESCRIPTION.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL ALSO  
 BEING A PORTION OF THE CITY OF TRIMBLE:

EXHIBIT 'D' 15 of 19



A PARCEL OR TRACT OF LAND BEING ALL THAT PORTION OF SECTION 23 IN TOWNSHIP 54 NORTH, RANGE 33 WEST, TRIMBLE, CLINTON COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

~~BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 23 IN TOWNSHIP 54 NORTH, RANGE 33 WEST IN CLINTON COUNTY, MISSOURI, THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, TO THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE NORTHERLY ALONG SAID WEST LINE, TO THE CENTERLINE OF THE ABANDONED CHICAGO, KANSAS CITY, AND TEXAS RAILROAD; THENCE NORTHERLY ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, TO THE WESTERLY RIGHT OF WAY LINE OF HIGHWAY 169; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY TO THE CENTERLINE OF THE AFOREMENTIONED ABANDONED CHICAGO, KANSAS CITY, AND TEXAS RAILROAD; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID ABANDONED CHICAGO, KANSAS CITY, AND TEXAS RAILROAD, TO THE POINT OF BEGINNING.~~

ALSO LESS AND EXCEPT ANY PORTION WITHIN THE CORPORATE BOUNDARY OF KANSAS CITY, MISSOURI, OR WITHIN THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, MISSOURI, OR WITHIN THE CORPORATE BOUNDARY OF THE CITY OF TRIMBLE, MISSOURI.

TOGETHER WITH:

A PARCEL OR TRACT OF LAND BEING ALL THAT PORTION OF SECTIONS 25, 35, AND 36 IN TOWNSHIP 53 NORTH, RANGE 33 WEST, CLAY COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 36 IN TOWNSHIP 53 NORTH, RANGE 33 WEST, CLAY COUNTY, MISSOURI; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 36 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST 1/4 OF SECTION 25 IN TOWNSHIP 53 NORTH, RANGE 33 WEST; THENCE NORTHERLY ALONG THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST 1/4 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE NORTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST 1/4; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTHERLY ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 25, ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE; TO THE EAST

Contracts - 12/22/2011

BANK OF WILKINSON CREEK; THENCE NORTHEASTERLY ALONG THE EAST BANK OF SAID WILKINSON CREEK ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO A POINT BEING 1006.5 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 25; THENCE EASTERLY ALONG A LINE 1006.5 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 25 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE EASTERLY RIGHT OF WAY LINE OF MOUNT OLIVE ROAD; THENCE ALONG SAID RIGHT OF WAY LINE TO A POINT THAT BEARS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID RIGHT OF WAY FROM THE NORTH LINE OF SAID SECTION 25; THENCE NORTH 89 DEGREES 16 MINUTES 17 SECONDS EAST ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 2292-04, A DISTANCE OF 591.00 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 21 SECONDS WEST ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 2292-04, A DISTANCE OF 544.39 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MOUNT OLIVE ROAD; THENCE SOUTH 53 DEGREES 13 MINUTES 48 SECONDS EAST ALONG SAID RIGHT OF WAY LINE ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 2292-04, A DISTANCE OF 728.49 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 57 SECONDS EAST ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 2292-04, A DISTANCE OF 160.43 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 09 SECONDS EAST ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE PER ORDINANCE 2292-04, A DISTANCE OF 128.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MISSOURI HIGHWAY DD AND THE EAST LINE OF SAID SECTION 25; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 25 AND SECTION 36 IN TOWNSHIP 53 NORTH, RANGE 33 WEST, TO THE NORTHEAST CORNER OF THE SOUTH 697 FEET OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 36; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH 697 FEET OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 36 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE; TO THE NORTHWEST CORNER OF THE SOUTH 697 FEET OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 36; THENCE SOUTHERLY ALONG THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 36 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 36; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 36 AND THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST ¼ OF SAID SECTION 36 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST ¼ OF SAID SECTION 36; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 36 ALSO BEING THE EAST LINE OF SECTION 35 IN TOWNSHIP 53 NORTH, RANGE 33 WEST ALSO BEING THE CORPORATE BOUNDARY OF THE

EXHIBIT 'D' 17 of 19

Contracts - 12/22/2011

CITY OF SMITHVILLE, TO THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 36, ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 35; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 35 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE EASTERLY BOUNDARY OF THE ABANDONED RAILROAD RIGHT OF WAY; THENCE NORTHEASTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF THE ABANDONED RAILROAD RIGHT OF WAY ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO A POINT 208.71 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 35; THENCE EASTERLY ALONG A LINE 208.71 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 35 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE EAST LINE OF SAID SECTION 35 ALSO BEING THE WEST LINE OF SECTION 36 IN TOWNSHIP 53 NORTH, RANGE 33 WEST; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 35 ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, A DISTANCE OF 208.71 FEET TO THE NORTHWEST CORNER OF SAID SECTION 36, ALSO BEING THE POINT OF BEGINNING.

ALL BEING LESS AND EXCEPT ANY PORTION WITHIN THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, MISSOURI,

TOGETHER WITH:

A PARCEL OR TRACT OF LAND BEING ALL THAT PORTION OF SECTIONS 1, 2, AND 12 IN TOWNSHIP 52 NORTH, RANGE 33 WEST, CLAY COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGIN AT THE NORTHEAST CORNER OF SECTION 1, IN TOWNSHIP 52 NORTH, RANGE 33 WEST, CLAY COUNTY, MISSOURI; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 1 AND THE EAST LINE OF SECTION 12, IN TOWNSHIP 52 NORTH, RANGE 33 WEST, TO THE SOUTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 12; THENCE WESTERLY ALONG SAID SOUTH LINE, TO THE WEST LINE OF TOWN & COUNTRY ESTATES; THENCE NORTHERLY ALONG THE WEST LINE OF SAID TOWN AND COUNTRY ESTATES ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE NORTHWEST CORNER OF SAID TOWN AND COUNTRY ESTATES ALSO BEING A POINT ON THE SOUTH LINE OF SAID SECTION 1; THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 1, ALSO BEING THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO A POINT BEING 105.51 FEET EAST OF THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 1; THENCE NORTHERLY ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO A POINT 689.15 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST ¼, SAID POINT ALSO BEING 107.83 FEET EAST OF

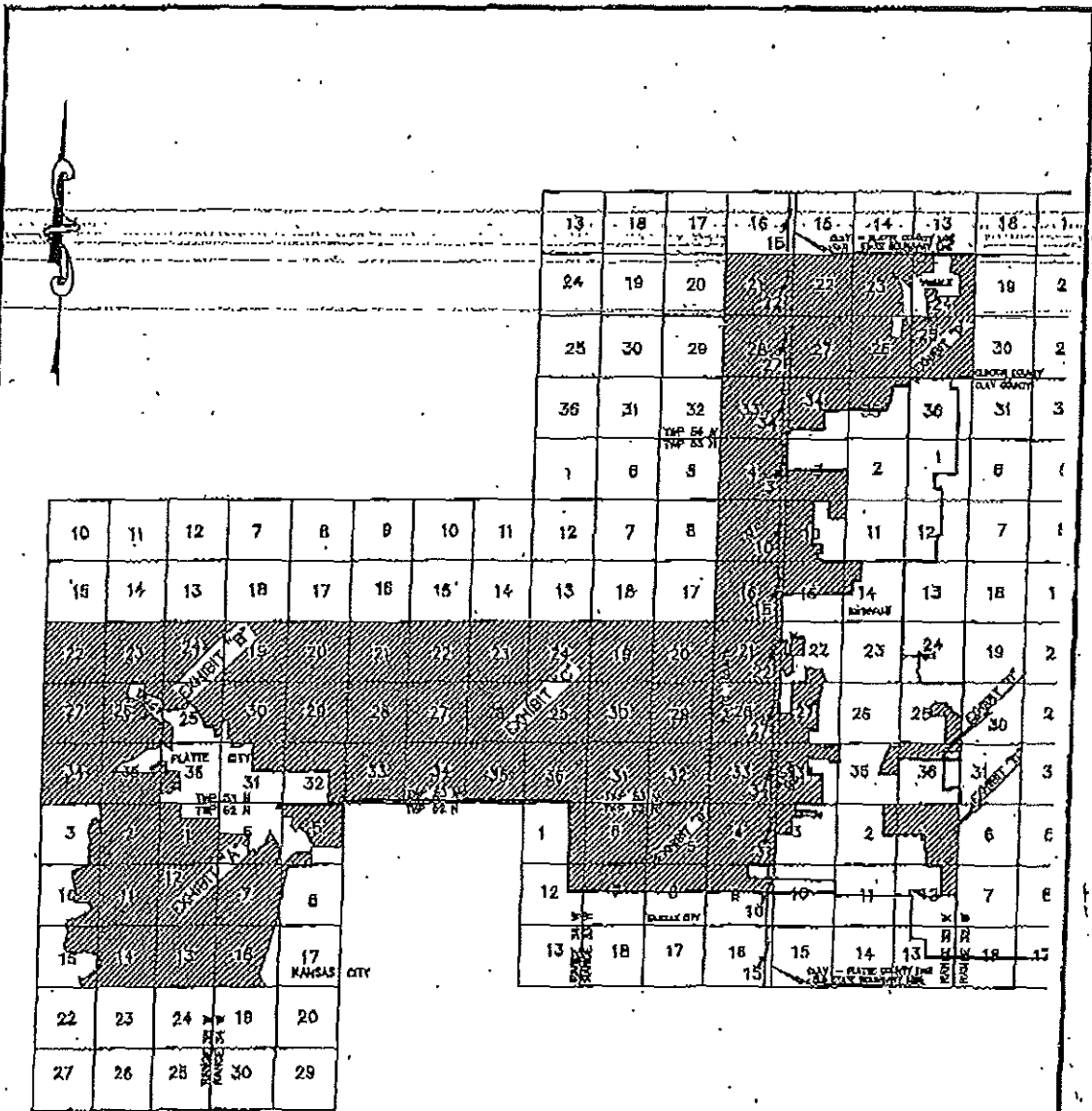
EXHIBIT "D" 18 of 19

Contracts - 12/22/2011

THE EAST LINE OF SAID SOUTHWEST ¼; THENCE WESTERLY AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST ¼ OF SECTION 1 ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO A POINT 1391.25 FEET EAST OF THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 1; THENCE NORTHERLY AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 1 ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO A POINT 1489.15 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 1; THENCE WESTERLY ALONG A LINE 1489.15 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST ¼ OF SECTION 1 ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE WEST LINE OF SAID SOUTHEAST ¼ OF SECTION 1; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHEAST ¼ OF SECTION 1 ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE TO THE NORTH WEST CORNER OF SAID SOUTHEAST ¼ OF SECTION 1 ALSO BEING THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 1; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, ALSO BEING THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 1, AND THE SOUTH LINE OF THE NORTHEAST ¼ OF SECTION 2 IN TOWNSHIP 52 NORTH RANGE 33 WEST ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST ¼ OF SAID SECTION 2; THENCE NORTHERLY ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST ¼ OF SAID SECTION 2, ALONG THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST ¼ OF SAID SECTION 2; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 2 AND THE NORTH LINE OF SECTION 1 IN TOWNSHIP 52 NORTH RANGE 33 WEST TO THE NORTHEAST CORNER OF SAID SECTION 1 ALSO BEING THE POINT OF BEGINNING.


ALL BEING LESS AND EXCEPT ANY PORTION WITHIN THE CORPORATE BOUNDARY OF THE CITY OF SMITHVILLE, MISSOURI.

Contracts - 12/22/2011



Z:\land\Projects\2007\1175\overall\1175.DWG Date: 2/14/2007 2:38:06 PM dmsb

NOT TO SCALE

<b>PLATTE - CLAY EXHIBIT</b>		<b>OVERALL EXHIBIT '05'</b>	
1335 N.E. BARRY ROAD KANSAS CITY, MISSOURI 64153 816-488-6858 FAX 816-488-6651		1094 WEST 11TH TERRACE LENEXA, KS 64190 816-261-3160  P.O. BOX 1554 2319 NORTH JACKSON JUNCTION CITY, KS 66401 785-792-3043	PROJ # 80751175 DATE: 2/14/2007 CAD BY: MRB CHECKED BY: C.F.N. 1175-LCL OF 2
<b>KAW VALLEY ENGINEERING, INC. - CONSULTING ENGINEERS</b>			

Contracts - 12/22/2011

Exhibit "F"

Carpenters Addition

Erdmann Addition

Homan Addition

~~Blue Bird Station~~

~~Wauigan Woods~~

Timber Springs

~~Clinton Estates Phases 1 & 2~~

Lake Entrance Estates

Town & Country Estates

Contracts - 9/9/2018



**Main Office:**  
 1000 W. Highway 92 /  
 P.O. Box 100  
 Kearney, MO 64060  
 Phone: (816) 628-3121  
 Fax: (816) 628-3141  
 Web: www.pcec.coop

**District Office:**  
 15055 Belhel Rd.  
 Platte City, MO-64079

September 10, 2018

Mr. Roger Steiner  
 Kansas City Power & Light Company  
 1200 Main Street, 31<sup>st</sup> Floor  
 Kansas City, MO 64105

Re: Territorial Agreement

Mr. Steiner

Platte-Clay Electric Cooperative, Inc. is terminating the Territorial Agreement signed on February 28, 2007 between Platte-Clay Electric Cooperative, Inc. and Aquila, Inc. This letter will serve as your formal notice of termination. The agreement will terminate on July 3, 2019. Platte-Clay would be open to negotiating a new territorial agreement which encompasses all of the service territories we share.

Jared Wolters  
 Manager of Engineering

Cc: David Dehl

LAW OFFICES  
**ANDERECK, EVANS, LEWIS, FIGG & BATTAGLER, L.L.C.**

700 EAST CAPITOL AVENUE  
COL. DARWIN MARMADUKE HOUSE  
JEFFERSON CITY, MISSOURI 65101

TELEPHONE 573-634-3422

FAX 573-634-7822

[www.lawofficemo.com](http://www.lawofficemo.com)

TRENTON, MISSOURI  
SMITHVILLE, MISSOURI  
SPRINGFIELD, MISSOURI

July 3, 2019  
DATE

COMPANY: MO Public Service Commission

FAX NO.: 573-522-6176

FROM: Sheri Smiley

RE: Notice of Termination

This transmittal includes 40 pages, including the cover page.

**If there are any problems receiving this message, please call (573) 634-3422.**

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The pages comprising this facsimile transmission contain confidential information from Andereck, Evans, Lewis, Figg & Battagler, L.L.C. This information is intended solely for use by the individual entity named as the recipient hereof. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this transmission is prohibited. If you have received this transmission in error, please notify us by telephone immediately so we may arrange to retrieve this transmission in error; please notify us by telephone immediately so we may arrange to retrieve this transmission at no cost to you.