

This Corrective Trustee's Warranty Deed supersedes and replaces the deed dated Sep. 1, 1999 and recorded in the Jasper County records in Book 1610 at Pages 197-198.

BK 1622 PG 1349

CORRECTIVE TRUSTEE'S WARRANTY DEED

THIS INDENTURE is made on this 15 day of December, 1999, by and between **CARL M. ELKAN AND GRACE M. ELKAN, CO-TRUSTEES OF THE CARL M. ELKAN REVOCABLE TRUST DATED JULY 3, 1995**, Grantors, and **THE EMPIRE DISTRICT ELECTRIC COMPANY**, a Kansas Corporation, having its principal office at 602 Joplin Street, Joplin, Missouri 64801, as to an undivided 60% interest, and **WESTAR GENERATING, INC.**, a Kansas Corporation, having its principal office at 818 South Kansas Avenue, Topeka, Kansas 66612, as to an undivided 40% interest, and their respective successors and assigns, pursuant to and subject to the Agreement for the Construction, Ownership and Operation of State Line Combined Cycle Generating Facility, dated July 26, 1999, (the "Agreement"), and its amendments, Grantees. The intent of this Corrective Deed is (i) to convey the herein described property to the Grantees as tenants in common, each of the Grantees taking their respective percentage of ownership set forth above and (ii) to clarify and correct the legal description contained in the Trustee's Warranty Deed between these parties executed September 1, 1999, and recorded in Book 1610 at Pages 0197-0198 on September 2, 1999, in the office of the Recorder of Deeds for Jasper County, Missouri. The Agreement is recorded in Book 1606 at Page 1293 in the office of the Recorder of Deeds for Jasper County, Missouri. Amendment #1 to the Agreement, among the Grantees and the Agent under the Agreement, is recorded in Book 1610 at Pages 0188-0196 in the office of the Recorder of Deeds for Jasper County, Missouri, for the purpose of subjecting the property and undivided interests conveyed by the Trustee's Warranty Deed recorded in Book 1610 at Pages 0197-0198 in the office of the Recorder of Deeds for Jasper County, Missouri, to the terms and conditions of the Agreement. Amendment #2 to the Agreement, among the Grantees and the Agent under the Agreement is being recorded prior to the recording of this Corrective Deed for the purpose of clarifying and correcting the legal description contained in Amendment #1.

(Mailing address for taxes: The Empire District Electric Company, P.O. Box 127, Joplin, MO 64802)

WITNESSETH:

THAT SAID GRANTORS, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to them paid by said GRANTEES, do by these presents grant and convey unto the said GRANTEES, their successors and assigns, the following described lots, tracts or parcels of land lying, being and situate in the Counties of Jasper and Newton, State of Missouri, to-wit:

TRACT 1

A TRACT OF LAND LOCATED IN SECTION 14, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS ALL OF THE WEST 700 FEET OF THE EAST HALF (E 1/2) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, LYING NORTH OF THE CENTER OF THE BN/SLSF RAILROAD, EXCEPT ANY PART TAKEN OR DEEDED FOR RAILROAD PURPOSES, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN AT THE NORTH QUARTER CORNER OF SAID SECTION 14; THENCE, N89°44'54"E, ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 700.00 FEET; THENCE, S00°00'39"E, 1525.12 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF A RAILROAD, AND A POINT OF NON-TANGENT CURVE TO THE RIGHT; THENCE, ALONG SAID RAILROAD RIGHT-OF-WAY AND ALONG SAID NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 15°18'44", RADIUS OF 2889.79 FEET, AN ARC LENGTH OF 772.30 FEET, AND A CHORD BEARING OF N65°24'39"W, TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID SECTION 14; THENCE, N00°00'19"W, ALONG SAID WEST LINE OF THE EAST HALF, 1201.64 FEET, TO THE POINT OF BEGINNING. EXCEPT THAT PORTION TAKEN OR USED FOR RIGHT-OF-WAY. CONTAINING 22.22 ACRES, MORE OR LESS.

TRACT 2

A TRACT OF LAND LOCATED IN SECTION 14, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, AND SECTION 23, TOWNSHIP 27 NORTH, RANGE 34 WEST, NEWTON COUNTY, MISSOURI, DESCRIBED AS ALL OF THE WEST 700 FEET OF THE EAST HALF (E 1/2) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 34 WEST, LYING SOUTH OF THE CENTER OF THE BN/SLSF RAILROAD, EXCEPT ANY PART TAKEN OR DEEDED FOR RAILROAD RIGHT OF WAY, AND ALL OF THE NORTHWEST FRACTIONAL QUARTER (NWFRCTL 1/4) OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 34 WEST, NEWTON COUNTY, MISSOURI, AND ALL OF THE WEST 700 FEET OF THE EAST HALF (E 1/2) OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 34 WEST, NEWTON COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE NORTH QUARTER CORNER OF SECTION 14; THENCE, S00°00'19"E, 1260.57 FEET; TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF A RAILROAD, AND A POINT OF NON-TANGENT CURVE TO THE LEFT, AND THE POINT OF BEGINNING; THENCE, ALONG SAID RAILROAD RIGHT-OF-WAY, AND ALONG SAID NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 14°59'46", RADIUS OF 2939.79 FEET, AN ARC LENGTH OF 769.44 FEET, AND A CHORD BEARING OF S65°51'56"E; THENCE, S00°00'39"E, 3701.85 FEET, TO A POINT ON THE SOUTH LINE OF SAID SECTION 14, SAID POINT ALSO BEING ON THE SOUTH LINE OF JASPER COUNTY, AND THE NORTH LINE OF NEWTON COUNTY, MISSOURI; THENCE, S00°02'19"E, 5276.12 FEET, TO A POINT ON THE

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SOUTH LINE OF SAID SECTION 23; THENCE, S89°57'50"W, ALONG SAID SOUTH LINE OF SECTION 23, A DISTANCE OF 700.00 FEET, TO AN IRON PIPE ON THE WEST LINE OF THE EAST HALF OF SECTION 23; THENCE, N00°05'15"W, ALONG SAID WEST LINE OF THE EAST HALF, 2633.48 FEET, TO AN EXISTING IRON PIPE AT THE CENTER OF SAID SECTION 23; THENCE, S89°19'15"W, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 1752.07 FEET, TO A POINT ON THE WEST LINE OF SAID SECTION 23; THENCE, N01°42'42"W, ALONG THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 2638.50 FEET, TO AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF SAID SECTION 23, SAID POINT ALSO BEING ON THE SOUTH LINE OF JASPER COUNTY, AND THE NORTH LINE OF NEWTON COUNTY, MISSOURI; THENCE, N89°14'39"E, ALONG SAID COUNTY LINE AND ALONG THE NORTH LINE OF SECTION 23, A DISTANCE 1831.38 FEET, TO AN EXISTING STONE AT THE SOUTH QUARTER CORNER OF SAID SECTION 14; THENCE, N00°01'05"W, ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 14, A DISTANCE OF 2328.24 FEET, TO AN EXISTING IRON PIN; THENCE, N00°00'19"W, CONTINUING ALONG SAID WEST LINE, 1689.69 FEET, TO THE POINT OF BEGINNING. EXCEPT THAT PORTION TAKEN OR USED FOR RIGHT-OF-WAY. CONTAINING 255.21 ACRES, MORE OR LESS.

Reserving unto Grantors, their successors and assigns, an EASEMENT over the following described real estate:

A TRACT OF LAND LOCATED IN SECTION 23, TOWNSHIP 27 NORTH, RANGE 34 WEST, NEWTON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

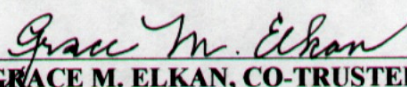
A STRIP OF LAND FIFTY (50) FEET WIDE LOCATED 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE, S01°42'42"E, ALONG THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 1476.60 FEET, TO THE POINT OF BEGINNING; THENCE, N89°14'39"E, 2488.31 FEET, FOR A TERMINUS.

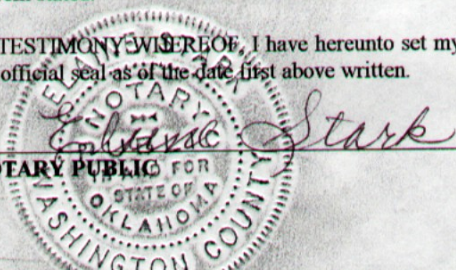
for the purpose of providing Ingress and Egress to the State Line Road. The easement and right-of-way reserved herein shall be binding upon Grantees, their successors and assigns and all other persons and entities who may acquire title to the above-described parcels, or any portion thereof.

TO HAVE AND TO HOLD, the premises aforesaid with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the said Grantees and unto their successors and assigns forever; the said Grantors hereby covenant that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by them or those under whom they claim, other than as noted herein; and that they will warrant and defend the title to the said premises unto the said Grantees and unto their successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hand and seal the day and year first above written.


CARL M. ELKAN, CO-TRUSTEE OF THE
CARL M. ELKAN REVOCABLE TRUST
DATED JULY 3, 1995


GRACE M. ELKAN, CO-TRUSTEE OF THE
CARL M. ELKAN REVOCABLE TRUST
DATED JULY 3, 1995

STATE OF OKLAHOMA) COUNTY OF WASHINGTON) ss	NOTARY ACKNOWLEDGEMENT
On this 15 day of December in the year 1999, before me, a Notary Public in and for said state, personally appeared CARL M. ELKAN and GRACE M. ELKAN, known to me to be the persons who executed the within CORRECTIVE TRUSTEE'S WARRANTY DEED and acknowledged to me that they executed the same, as Co-Trustees of the Carl M. Elkan Revocable Trust dated July 3, 1995, for the purposes therein stated.	
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal as of the date first above written.	
 NOTARY PUBLIC FOR WASHINGTON COUNTY My Commission Expires: 1-16-2003	

STATE OF MISSOURI) COUNTY OF JASPER) ss	RECORDER ACKNOWLEDGEMENT
 RECORDER OF DEEDS JUL 31 PM 2 52 BOOK 1632 PAGE 1349-1350 STATE OF MISSOURI COUNTY OF JASPER RECORDER'S CERTIFICATION	

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