

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its office in Jefferson City on the 25th day of January, 2023.

In the Matter of the Application of Co-Mo)
Electric Cooperative for Approval of) **File No. EO-2022-0190**
Designated Service Boundaries Within)
Portions of Cooper County, Missouri)

In the Matter of the Joint Application of Co-Mo)
Electric Cooperative and Union Electric)
Company d/b/a Ameren Missouri for an Order) **File No. EO-2022-0332**
Approving a Territorial Agreement in Cooper,)
Cole, and Moniteau Counties, Missouri)

**REPORT AND ORDER APPROVING STIPULATION AND AGREEMENT
AND TERRITORIAL AGREEMENT**

Issue Date: January 25, 2023

Effective Date: February 4, 2023

This order approves a stipulation and agreement, and a territorial agreement (TA) and addendum between Union Electric Company, d/b/a Ameren Missouri and Co-Mo Electric Cooperative, Inc. (Co-Mo) that will make Co-Mo the exclusive electric service provider for the Fox Hollow subdivision in Cooper County, Missouri. The TA additionally defines service areas between the joint applicants in Cooper, Cole, and Moniteau Counties, Missouri.

Findings of Fact

1. Ameren Missouri is a corporation engaged in the generation, transmission, distribution, and sale of electricity in portions of Missouri. Ameren Missouri is an “electrical corporation” and “public utility” under Section 386.020(15) and (43), RSMo and is subject

to the jurisdiction, supervision and control of the Commission under Chapters 386 and 393, RSMo.¹

2. Co-Mo is a rural electric cooperative organized under Chapter 394 RSMo to provide electric service to its members in all or parts of nine Missouri counties, including Cole, Cooper, and Moniteau Counties. Cole, Cooper, and Moniteau Counties are the subject of the TA. The Commission has limited jurisdiction over electric cooperatives, but for this case Co-Mo is subject to the jurisdiction of the Commission under Section 386.800 and 394.312 RSMo.²

3. Both Ameren Missouri and Co-Mo are authorized by law to provide electric service within the State of Missouri, including in portions of Cooper, Cole, and Moniteau Counties.³

4. On December 3, 2021, Co-Mo received a letter from Troy Thurman, of Troy Thurman Construction, asking that Co-Mo be the electrical supplier to a property adjacent to the City of Boonville (Boonville) known as the Fox Hollow subdivision. The Fox Hollow property is solely owned by Troy Thurman Construction and no electric supplier is providing permanent electric service to the property.⁴ Fox Hollow is planned to consist of approximately four hundred and forty-six residential structures once completed.⁵

¹ File No. EO-2022-0190 and File No. EO-2022-0332, Staff's Recommendation and Memorandum (November 23, 2022).

² File No. EO-2022-0190 and File No. EO-2022-0332, Staff Recommendation (November 23, 2022).

³ File No. EO-2022-0190, Stipulation and Agreement (May 27, 2022), Section 394.080 RSMo, Ameren Missouri tariff PSC No. 6, Original Sheet Nos. 13–15 and 29.

⁴ File No. EO-2022-0190, Application, Appendix B. (January 18, 2022)

⁵ File No. EO-2022-0190 and File No. EO-2022-0332, Staff's Recommendation and Memorandum (November 23, 2022).

5. The Fox Hollow subdivision was voluntarily annexed by Boonville effective January 18, 2022.⁶

6. On January 18, 2022, Co-Mo filed an application for approval of designated service boundaries within portions of Cooper County, Missouri, to allow Co-Mo to provide electric service to a new development located on land recently annexed into the Boonville.⁷ The Commission opened File No. EO-2022-0190.

7. Boonville does not own or operate a municipal utility.⁸

8. Ameren Missouri currently provides electric service to Boonville.⁹

9. The Fox Hollow subdivision would be in the electric service territory of Ameren Missouri pursuant to a franchise agreement between Boonville and Ameren Missouri.¹⁰

10. On February 14, 2022, Ameren Missouri filed a Motion for Summary Determination. Ameren Missouri's motion alleged that Boonville was within Ameren Missouri's exclusive service territory, including portions of Cooper County, Missouri around Boonville.¹¹

11. The Commission denied Ameren Missouri's motion for summary determination stating that "Ameren Missouri has failed to show that Co-Mo's application is foreclosed as a matter of law, and failed to show that its service territory is exclusive with respect to electric suppliers not regulated by the Commission."¹²

⁶ File No. EO-2022-0190, Application, Appendix C. (January 18, 2022)

⁷ File No. EO-2022-0190, Application (January 18, 2022).

⁸ File No. EO-2022-0190, Ameren Missouri's Motion for Summary Determination (February 14, 2022).

⁹ File No. EO-2022-0190, Application (January 18, 2022).

¹⁰ File No. EO-2022-0190 and File No. EO-2022-0332, Staff's Recommendation and Memorandum (November 23, 2022).

¹¹ File No. EO-2022-0190, Ameren Missouri's Motion for Summary Determination (February 14, 2022).

¹² File No. EO-2022-0190, Order Denying Motion for Summary Determination (April 6, 2022).

12. On March 2, 2022, the Commission set a procedural schedule, including an evidentiary hearing.¹³

13. On May 27, 2022, Ameren Missouri and Co-Mo submitted a Stipulation and Agreement (Agreement) including a TA. Pursuant to the Agreement Co-Mo would be the exclusive electric service provider for the Fox Hollow subdivision and certain other service areas in Cooper County, Missouri. Also under the Agreement, Ameren Missouri would have certain exclusive service areas in portions of Cooper, Cole, and Moniteau Counties, Missouri.¹⁴ The TA states that Ameren Missouri and Co-Mo agree to prepare an addendum containing a metes and bounds description of the companies' service areas.¹⁵

14. Because the TA addressed additional Missouri counties not originally included in Co-Mo's request, it required additional notice to other electrical suppliers. The Commission opened File No. EO-2022-0332, to address the TA.¹⁶

15. Co-Mo's original request was to provide service to approximately 200 acres in Cooper County, Missouri. The TA includes exclusive service territories in multiple Missouri counties covering approximately 20,000 acres. On July 29, 2022, Staff filed a motion to hold a local public hearing where interested persons and Boonville would have an opportunity to offer comments to the Commission concerning the Agreement and TA.¹⁷

16. Staff filed a motion for an order requiring the parties to be prepared to answer service boundary questions because the parties had not filed a survey designating service area boundary lines. Section 394.312.2, RSMo, requires that

¹³ File No. EO-2022-0190, Order Setting Procedural Schedule (March 2, 2022).

¹⁴ File No. EO-2022-0190, Stipulation and Agreement (May 27, 2022).

¹⁵ File No. EO-2022-0190, Territorial Agreement (May 27, 2022).

¹⁶ File No. EO-2022-0332, Order Directing Notice, a Staff Recommendation, and Setting a Deadline for Intervention (June 1, 2022).

¹⁷ File No. EO-2022-0332, Motion for Local Public Hearing (July 29, 2022).

territorial agreements between rural electric cooperatives and electrical corporations specifically designate the boundaries of the electric service area of each electric service supplier subject to the agreement.¹⁸ Ameren Missouri and Co-Mo jointly responded that they did not object to answering boundary questions at the local public hearing¹⁹ and filed a joint submission of legal descriptions and maps of the proposed service area allocations.²⁰

17. Staff also filed a request to suspend the requirement that it file a recommendation about the TA by September 29, 2022. Staff's request stated that Ameren Missouri and Co-Mo would soon to file a pleading setting out an amended TA.²¹

18. The Commission held a virtual local public hearing on September 15, 2022, in which Staff, the joint applicants, and the Office of the Public Counsel participated. At the local public hearing concern was expressed about Boonville's expansion of its airport. Boonville City Administrator, Kate Fjell, stated:

"The city has a master plan which includes the development of new hangars, . . . , [a] new terminal, [and] additional security lighting. It does not make sense from a safety and security standpoint to have Co-Mo serve these airport expansions when Ameren is already our service provider. In the case of an emergency, time is of the essence and having to contact and coordinate with two utility partners when there are potentially exposed power lines, a fire, tornado damage, et cetera, will create additional challenges hampering first responders' ability to quickly and responsively address any issues."²²

¹⁸ File No. EO-2022-0332, Staff's Motion for Order Requiring Parties to be Prepared to Answer Service Area Boundary Questions at Local Public Hearing/Motion for Expedited Treatment (September 8, 2022).

¹⁹ File No. EO-2022-0332, Joint Response to Staff Motion for Order Requiring Parties to Answer Service Area Boundary Questions at Local Public Hearing (September 12, 2022).

²⁰ File No. EO-2022-0332, Joint Submission of Legal Descriptions (September 12, 2022). Though Ameren Missouri and Co-Mo filed an application on July 1, 2022, for approval of a territorial agreement, the filing of legal descriptions on September 12, 2022, completes the application and triggers the 120 day statutory timeline to issue a Commission order.

²¹ File No. EO-2022-0332, Staff's Request for Suspension of Order to File Recommendation (September 28, 2022).

²² File No. EO-2022-0332, Transcript Vol. 2, Local Public Hearing (October 13, 2022).

19. On October 19, 2022, Ameren Missouri and Co-Mo filed an addendum to the TA addressing concerns expressed at the local public hearing about which electrical provider would serve the airport. The addendum excludes the Boonville Airport property from Co-Mo's service area in Cooper County, Missouri, and includes the Boonville Airport property in Ameren Missouri's service area in Cooper County, Missouri.²³

20. On November 23, 2022, Staff filed a recommendation to approve the TA. Staff also recommended the Commission order Ameren and Co-Mo to amend their verified pleadings as may be necessary to address any change of customer service; or file other pleadings explaining why no such amendment is required; and notify any customer whose service might be changed of that customer's rights and provide Staff with a copy or file a pleading explaining why no such notice is necessary; and file amended tariffs with the Commission as described in Staff's Memorandum.²⁴

21. On December 1, 2022, Ameren Missouri and Co-Mo filed a response to Staff's recommendation. The joint applicants state that no amendment to pleadings is required. Approval will not result in a change of customer service for any customer of either Ameren Missouri or Co-Mo. Further, there is no need to provide notice to a customer whose service might be changed because there will be no change of service.²⁵

22. On December 2, 2022, the Office of the Public Counsel (Public Counsel) filed a response to the TA. Public Counsel raised two concerns about the TA. Public

²³ File No. EO-2022-0190 and File No. EO-2022-0332, Joint Submission of Addendum to Territorial Agreement (October 19, 2022).

²⁴ File No. EO-2022-0190 and File No. EO-2022-0332, Staff's Recommendation and Memorandum (November 23, 2022).

²⁵ File No. EO-2022-0190 and File No. EO-2022-0332, Joint Response to Staff's Recommendation (December 1, 2022).

Counsel is concerned that Co-Mo and Ameren Missouri have included an additional 19,800 acres across Cooper, Cole, and Moniteau Counties not related to the Fox Hollow subdivision, and that the landowners in those 19,800 acres are not aware of the TA that will determine their electric provider.²⁶

23. Pursuant to the Commission's July 5, 2022, order notice of the TA case was provided to the county commissioners, general assembly members, and newspaper and other media for Cooper, Cole, and Moniteau Counties, Missouri.²⁷

24. Pursuant to the Commission's July 5, 2022, order any person or entity had 30 days to intervene and become a party in the TA case.²⁸

25. The Agreement resolves all of the outstanding issues in File No. EO-2022-0190. The Agreement asks that the Commission approve the TA as part of the Agreement.²⁹

26. The TA does not require transfer of any facilities and may only transfer one or two customers between the Co-Mo and Ameren Missouri.³⁰

27. There are both positives and negatives to being served by an electrical corporation or electric cooperative. Staff's analysis of the rates, terms, and conditions do not favor either supplier.³¹

²⁶ File Nos. EO-2022-0190 and EO-2022-0332, Public Counsel's Response to Proposed Territorial Agreement (December 2, 2022).

²⁷ File No. EO-2022-0332, Second Order Directing Notice, Requiring a Staff Recommendation, and Setting a Deadline for Intervention (July 5, 2022).

²⁸ File No. EO-2022-0332, Second Order Directing Notice, Requiring a Staff Recommendation, and Setting a Deadline for Intervention (July 5, 2022).

²⁹ File No. EO-2022-0190, Stipulation and Agreement (May 27, 2022).

³⁰ File No. EO-2022-0332, Joint Application for Approval of Territorial Agreement (July 1, 2022). While not known at the time the Joint Applicants filed their application or evidenced outside of a comment in Staff's Recommendation, it is possible that the TA may transfer one or two customers from Ameren to Co-Mo.

³¹ File No. EO-2022-0190 and File No. EO-2022-0332, Staff's Recommendation and Memorandum, attached Rebuttal Testimony of David Buttig (November 23, 2022).

28. Staff's analysis of the economic impact to the companies favors Co-Mo, because while both companies would benefit from additional customers, the impact would be greater for Co-Mo.³²

29. Staff's analysis of the operational abilities of the companies does not favor either supplier.³³

30. Staff's analysis of wasteful duplication slightly favors Ameren Missouri, but both companies have facilities in the area around the Fox Hollow subdivision.³⁴

31. Staff's analysis concerning the minimization of unnecessary encumbrances does not favor either company. Both companies have the necessary permits, easements, and franchise agreements to serve the Fox Hollow Subdivision.³⁵

32. Staff's analysis concerning prevention of waste does not favor either company, because both companies have diverse portfolios for generation and include renewable energy generation sources.³⁶

33. Based on the information provided in Co-Mo's Application for Approval of Designated Service Boundaries within Portions of Cooper County, the Agreement, the TA and Addendum, and Staff's recommendation, the Commission finds the TA establishes exclusive service territories for the two electric suppliers. The establishment of exclusive service territories will prevent any potential duplication of electric service facilities. The

³² File No. EO-2022-0190 and File No. EO-2022-0332, Staff's Recommendation and Memorandum, attached Rebuttal Testimony of David Buttig (November 23, 2022).

³³ File No. EO-2022-0190 and File No. EO-2022-0332, Staff's Recommendation and Memorandum, attached Rebuttal Testimony of David Buttig (November 23, 2022).

³⁴ File No. EO-2022-0190 and File No. EO-2022-0332, Staff's Recommendation and Memorandum, attached Rebuttal Testimony of David Buttig (November 23, 2022).

³⁵ File No. EO-2022-0190 and File No. EO-2022-0332, Staff's Recommendation and Memorandum, attached Rebuttal Testimony of David Buttig (November 23, 2022).

³⁶ File No. EO-2022-0190 and File No. EO-2022-0332, Staff's Recommendation and Memorandum, attached Rebuttal Testimony of David Buttig (November 23, 2022).

Commission finds that the designation of the electric service area stated in the TA and addendum is in the public interest and that the TA is not detrimental to the public interest.

Conclusions of Law

A. Section 386.800.2, RSMo provides:

Any municipally owned electric utility may extend, pursuant to lawful annexation, its electric service territory to include areas where another electric supplier currently is not providing permanent service to a structure. If a rural electric cooperative has existing electric service facilities with adequate and necessary service capability located in or within one mile outside the boundaries of the area proposed to be annexed, a majority of the existing developers, landowners, or prospective electric customers in the area proposed to be annexed may, anytime within forty-five days prior to the effective date of the annexation, submit a written request to the governing body of the annexing municipality to invoke mandatory good faith negotiations under section 394.312 to determine which electric service supplier is best suited to serve all or portions of the newly annexed area. In such negotiations the following factors shall be considered, at a minimum:

- (1) The preference of landowners and prospective electric customers;
- (2) The rates, terms, and conditions of service of the electric service suppliers;
- (3) The economic impact on the electric service suppliers;
- (4) Each electric service supplier's operational ability to serve all or portions of the annexed area within three years of the date the annexation becomes effective;
- (5) Avoiding the wasteful duplication of electric facilities;

(6) Minimizing unnecessary encumbrances on the property and landscape within the area to be annexed; and

(7) Preventing the waste of materials and natural resources.

B. Section 386.800.3, RSMo states: In the event an electrical corporation rather than a municipally owned electric utility lawfully is providing electric service in the municipality, all the provisions of subsection 2 of this section shall apply equally as if the electrical corporation were a municipally owned utility, except that if the electrical corporation and the rural electric cooperative are unable to negotiate a territorial agreement pursuant to section 394.312 within forty-five days, then either electric service supplier may file an application with the commission for an order determining which electric service supplier should serve, in whole or in part, the area to be annexed.

C. Section 394.312, RSMo, gives the Commission jurisdiction over electric service territorial agreements, including those between electrical corporations and rural electric cooperatives.³⁷

D. Pursuant to subsections 394.312.3 and .5, RSMo, the Commission may approve the designation of electric service areas if in the public interest and approve a territorial agreement in total if not detrimental to the public interest.

E. Section 394.312.5, RSMo, provides the Commission must hold an evidentiary hearing on the proposed territorial agreement unless an agreement is made between the parties and no one requests a hearing. Since an agreement was made and

³⁷ Section 394.312.1 and .4, RSMo.

no party has requested a hearing, the Commission may make a determination without an evidentiary hearing.³⁸

Decision

The seven factors set forth in Section 386.800.2 apply to the 216 acre Fox Hollow subdivision annexed by Boonville. With respect to the remaining 19,800 acres, those factors do not apply, and the only question is whether the TA is detrimental to the public interest. Having defined boundaries between service providers in rural areas where no service currently exists, benefits both Co-Mo and Ameren Missouri. The defined boundaries assist both utilities in planning for the future and reduce the likelihood of service duplication. The Commission is not persuaded by Public Counsel's arguments that a lack of choice in service provider in an area devoid of electric service is sufficient reason to reject the TA. If future electric customers desire a different service provider, the Commission provides a mechanism to petition the Commission for a change of service provider.

Based upon the uncontroverted verified pleadings and Staff's recommendation, the Commission now determines that the material facts in this matter demonstrate the electric service area designation made in the Agreement, the TA, and the addendum (All are attached to this order and incorporated by reference) is in the public interest and that the TA, in total, is not detrimental to the public interest. The Commission also considered the factors set forth in Section 386.800.2, and approves allowing Co-Mo to provide electrical service to the Fox Hollow subdivision.

³⁸ *State ex rel. Deffenderfer Enterprises, Inc. v. Public Service Comm'n of the State of Missouri*, 776 S.W.2d 494 (Mo. App. W.D. 1989).

Commission regulations allow non-signatory parties seven days to object to a nonunanimous stipulation and agreement.³⁹ If no party timely objects, the Commission may treat the Agreement as unanimous.⁴⁰ More than seven days have passed since the agreement was filed and no party objected. Thus, the Commission will treat the Agreement as unanimous. After reviewing the Agreement, the Commission determines that its terms are a reasonable resolution of the issues therein. The Commission will approve the Agreement and the TA and its Addendum. The Commission makes no rate-making determinations in connection with its approval. So that the parties can expedite the filing of compliance tariffs, the Commission finds it reasonable to make this order effective in less than 30 days.

THE COMMISSION ORDERS THAT:

1. The Stipulation and Agreement between Ameren Missouri and Co-Mo is approved. The signatory parties are ordered to comply with the terms of the Agreement. A copy of the Agreement and its attachments are attached to this order and incorporated by reference.
2. The Territorial Agreement and its addendum are approved. A copy of the Territorial Agreement and addendum are attached to this order and incorporated by reference.
3. Ameren Missouri and Co-Mo are authorized to perform the Territorial Agreement and all legal acts and things necessary to performance.

³⁹ 20 CSR 4240-2.115(2)(B).

⁴⁰ 20 CSR 4240-2.115(2)(C).

4. If necessary, Ameren Missouri and Co-Mo shall inform any customers who are transferred as a result of the Territorial Agreement of their rights or of any changes in service.

5. No later than February 15, 2023, Ameren Missouri shall file compliance tariff sheets describing the modification of its service territory which include a metes and bounds legal description of the affected parcels.

6. This order shall become effective on February 4, 2023.



BY THE COMMISSION

A handwritten signature in black ink that reads "Morris L. Woodruff".

Morris L. Woodruff
Secretary

Rupp, Chm., Coleman, Holsman, and
Kolkmeier CC., concur and certify compliance
with the provisions of Section 536.080, RSMo (2016).

Clark, Senior Regulatory Law Judge

FIRST ADDENDUM
TO THE
TERRITORIAL AGREEMENT

THIS ADDENDUM is made and entered into as of the 19th day of October, 2022, by and between UNION ELECTRIC COMPANY d/b/a/ Ameren Missouri ("Company") and CO-MO ELECTRIC COOPERATIVE, INC. ("Cooperative"). Company and Cooperative are sometimes referred to herein singularly as a "Party" and collectively as the "Parties."

RECITALS

- A. Company and Cooperative are parties to a Territorial Agreement dated May 27, 2022 (the Agreement"), the approval of which is pending in Missouri Public Service Commission ("Commission") File No. EO-2022-0332;
- B. The precise land areas covered by the Territorial Agreement are described in detail in the legal descriptions and accompanying maps submitted in said Commission File on September 12, 2022 in the Parties' Joint Submission of Legal Descriptions ("Joint Submission");
- C. One of the areas allocated to Cooperative, identified as Co-Mo Area 2 in the Joint Submission, includes the property of the Boonville City Airport owned by the City of Boonville (the "Airport") and located in Cooper County, Missouri;
- D. Given that Company serves the Airport and that the Airport could expand in the future, Company and Cooperative have agreed that the Airport property, as it now exists or may be expanded in the future, should not be included in Co-Mo Area 2 but should instead be allocated to and served by Company, and the Parties therefore desire to amend the Agreement to so provide.

AGREEMENT

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

- 1. Modification of Territorial Agreement as to Existing Airport.** Exhibit A to the Agreement is replaced and superseded by **First Amended Exhibit A**, attached hereto and incorporated herein by this reference. First Amended Exhibit A also replaces and supersedes the maps and legal

descriptions contained in the Joint Submission. For avoidance of doubt, the only difference between the maps and legal descriptions contained in the Joint Submission and the maps and legal descriptions contained in First Amended Exhibit A is to remove the Airport property from Co-Mo Area 3 and add it to Ameren Area 1, both in Cooper County, Missouri.

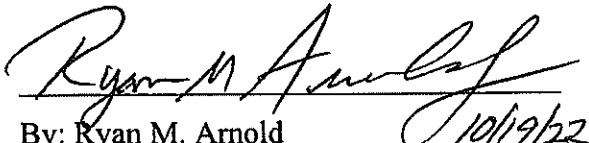
2. Modification of Territorial Agreement as to Future Airport Expansions. Should the City acquire, by purchase, lease, or easement, additional property used or to be used by the City to expand the operations of the airport now known as the Jesse Virel Memorial Airport, the Parties agree that that such additional property should be allocated to Ameren Missouri such that Ameren Missouri shall be the exclusive electric service provider for all structures and other electric service needs at such airport, as it may be expanded. The Parties shall file legal descriptions with the Commission if any such expansion(s) occur.

3. Lack of Approval or Termination - If the Commission or any other regulatory authority having jurisdiction does not approve the Agreement, including this First Addendum, this First Addendum shall be nullified and of no legal effect between the parties.

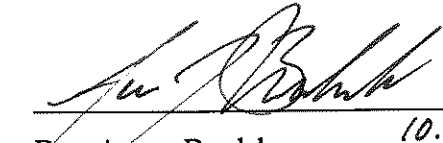
4. No Other Amendment. Except as modified herein, the terms and conditions of the Agreement remain in force and effect according to their terms.

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

**Union Electric
d/b/a Ameren Missouri**


By: Ryan M. Arnold *10/19/22*
Title: Vice-President of Div. Operations

Co-Mo Electric Cooperative


By: Aaron Bradshaw *10.19.2022*
Title: CEO/General Manager

Cooper County Co-MO Boundary Description

(Ameren Area 1)

Sections 5, 6, 7, 8 & 17 and U.S. Survey Nos. 2545, 2734, 2927, 2750, 2878 & 2591, Township 48 North, Range 16 West, Sections 1, 2, 3, 4, 8, 9, 10, 11 & 12 and U.S. Survey No. 2747, Township 48 North, Range 17 West and Sections 34, 35 & 36 and U.S. Survey Nos. 2475, 2537, 2845 & 2880, Township 49 North, Range 17 West and being more particularly described as follows: Beginning at the intersection of the Eastern boundary line of a tract of land conveyed to Dale J. Wassmann and Ashley N. Wassmann, his wife, by deed recorded in Book 536, Page 134 in the Cooper County, Missouri land records with the North right-of-way line of line of Interstate Highway '70'; Thence Northerly along said Eastern boundary line of said Wassmann tract to the North line of the Southeast Quarter of the Southwest Quarter of said Section 9 and being the Northeast corner of said Wassmann tract; Thence Westerly along said North line and the North line of the Southwest Quarter of the Southwest Quarter of said Section 9 to the East line of aforesaid Section 8, Township 48 North, Range 17 West and being the Northwest corner of said Southwest Quarter of the Southwest Quarter of said Section 8; Thence Northerly along said East line of said Section 8 to the intersection of said East line with the South right-of-way line of Old Highway '40'; Thence Southwesterly along said right-of-way line to its intersection with the Easterly projection of the North line of a tract of land conveyed to Tatum Martin by deed recorded as Document No. 2020-0933 in the Cooper County, Missouri land records; Thence Westerly along said Easterly projection and said North line of said Martin tract to the Northwest corner thereof; Thence Southerly along the West line of said Martin tract to the Easterly projection of the South line of Lot 4 of Timberlake Estates Plat 1 per plat recorded in Plat Book 7, Page 425 in the Cooper County, Missouri land records; Thence Westerly along said Easterly projection to the West line of Timberlake Court at the Southeast corner of said Lot 4 of Timberlake Estates Plat 1; Thence Westerly along the aforesaid South line of said Lot 4 and Lots 3, 2 & 1 to the Southwest corner of said Lot 1; Thence Northerly along the West line of said Lot 1 to the South line of Lot 38 of said Timberlake Estates Plat 1 and being the Northwest corner of said Lot 1; Thence Westerly along said South line of said Lot 38 to the Southeast corner of Lot 46 of Timberlake Estates Plat 2 per plat recorded in Plat Book 8, Page 12 in the Cooper County, Missouri land records and being the Southwest corner of said Lot 38; Thence Westerly along the South line of said Lot 46 to the Northeast corner of Lot 39 of said Timberlake Estates Plat 1 and being the Southwest corner of said Lot 46; Thence Southerly along the East line of said Lot 39 to the Southeast corner thereof; Thence Westerly along the South line of said Lot 39, 40 and 41 to the Southwest corner of said Lot 41; Thence Westerly along the Westerly projection of said South line of said Lot 41 to the Southeast corner of Lot 63 of said Timberlake Estates – Plat 2; Thence continuing Westerly along said South line of said Timberlake Estates Plat 2 along the South line of said Lot 63 and the South line of Lots 65 and 64 to the Southwest corner of said Timberlake Estates Plat 2 and being the Southwest corner of said Lot 64; Thence Northerly along the Western boundary line of said Timberlake Estates Plat 2 along the West line of said Lot 64 to the Northwest corner thereof; Thence continue Northerly along said Western boundary line of said Timberlake Estates Plat 2 and the Northerly projection of the West line of said Lot 64 to the most Southern corner of Lot 78 of said Timberlake Estates Plat 2; Thence continuing Northerly along said Western boundary of said Timberlake Estates Plat 2 along the West line of said Lot 78 and the West line of Lots 77, 76 and 75 to the most Southern corner of Lot 79A of the Replat of Lot 74, 79 through 82 and the curved segment of Tezcuco Court of Timberlake Estates – Plat 2 per plat recorded in Plat Book 8, Page 180 in the Cooper County, Missouri land records and being the most Western corner of said Lot 75; Thence Northerly along the West line of said Replat of Lot 74, 79 through 82 and the curved segment of Tezcuco Court of Timberlake Estates – Plat 2 along the West line of said Lot 79A to the most Western corner of Lot 80A of said Replat of Lot 74, 79 through 82 and the curved segment of Tezcuco Court of Timberlake Estates – Plat 2 and being the Northwest corner of said Lot 79A; Thence Easterly and

Northerly along the Western boundary line of said Lot 80A to the Northwest corner thereof; Thence Easterly along the Northern boundary line of said Replat of Lot 74, 79 through 82 and the curved segment of Tezcuco Court of Timberlake Estates – Plat 2 along the Northern line of said Lot 80A and Lots 81A and 82A to the Northwest corner of Lot 73 of aforesaid Timberlake Estates Plat 2 recorded in Plat Book 8, Page 12 and being the most Northern corner of said Lot 82A; Thence Northeasterly along the Northern boundary line of said Timberlake Estates Plat 2 along the Northwest line of said Lot 73 and Lot 72 of said Timberlake Estates Plat 2 to the most Northern corner of said Lot 72; Thence Southeasterly along said Northern boundary of said Timberlake Estates – Plat 2 along the Northeasterly line of said Lot 72 and Lot 71 of said Timberlake Estates – Plat 2 to the Northwest corner of Lot 70 of said Timberlake Estates – Plat 2 and being the Northeast corner of said Lot 71; Thence continuing Northeasterly along said Northern boundary line of said Timberlake Estates Plat 2 along the Northwest line of said Lot 70 and Lots 58, 57, 56, 55, and 54 to the most Northern corner of Lot 53 of said Timberlake Estates Plat 2 and being the most Eastern corner of said Lot 54; Thence southerly along the Eastern boundary line of said Timberlake Estates Plat 2 along the East line of said Lot 53 and the Eastern boundary line of Lot 52 of said Timberlake Estates Plat 2 to the most Eastern corner of Lot 52; Thence continuing said Eastern boundary line of said Lot 52 and the Southeast line of Lots 51 and 50 to the most Southern corner of Tract A of aforesaid Timberlake Estates – Plat 1 per plat recorded in Plat Book 7, Page 425 and being the most Southern corner of said Lot 50; Thence Northeasterly along the Southern boundary of said Tract A to the Northeast corner of Lot 23 of said Timberlake Estates Plat 1; Thence continuing Northeasterly along said Southern boundary line of said Tract A along the Easterly projection of the North line of said Lot 23 of Timberlake Estates Plat 1 to the Northwest corner of Lot 22 of said Timberlake Estates Plat 1; Thence continuing along said Southern boundary line of said Tract A of Timberlake Estates Plat 1 to the most Southeast corner of Tract B of said Timberlake Estates Plat 1; Thence Northeasterly along the Southern boundary line of said Tract B to the East line of said Timberlake Estates Plat 1 and being the Northeast corner of Lot 17 of said Timberlake Estates Plat 1; Thence Northerly along said East line to the Northwest corner of a tract of land conveyed to Duane A. McGuire and Debbie A. McGuire, his wife, by deed recorded in Book 209, Page 309 in the Cooper County, Missouri land records; Thence Easterly along the North line of said McGuire tract and the North line of a tract of land conveyed to Geoffrey D. Haning and Virginia I. Haning Revocable Trust, dated March 8, 1999 by deed recorded in Book 324, Page 76 in said land records to the Northwest corner of a tract of land conveyed to Steven C. Helt by deed recorded in Book 582, Page 672 in the Cooper County, Missouri land records and being the Northeast corner of said Hanning tract; Thence continuing Easterly along the North line of said Helt tract to the Northwest corner of a tract of land conveyed to Lance M. Griffin and Amy N. Griffin-Frevert by deed recorded as Document No. 2021-1239 in the Cooper County, Missouri land records; Thence Southeasterly along the Southwest line of said Griffin/Griffin-Frevert tract to the North right-of-way line of Old U.S. Highway '40' and being the Southwest corner of said Griffin/Griffin-Frevert tract; Thence Northeasterly along said right-of-way line to the intersection of said right-of-way line with the West line of the Northeast Quarter of aforesaid Section 9, Township 48 North, Range 17 West and being the Southwest corner of a tract of land conveyed to Dicky D. Smalley and Kristi Smalley, his wife, by deed recorded in Book 323, Page 711 in the Cooper County, Missouri land records; Thence Northerly along said West line of said Northeast Quarter of said Section 9 to the Northwest corner of said Smalley tract; Thence Northeasterly along the Northwest line of said Smalley tract to the Northeast corner thereof; Thence Southeasterly along the Northeast line of said Smalley tract to the aforesaid North right-of-way line of U.S. Highway '40'; Thence Northeasterly along said right-of-way line to the most Southern corner of a tract of land conveyed to Public Water Supply District #2 by deed recorded in Book 149, Page 728 in the Cooper County, Missouri land records; Thence Northwesterly along the Southwest line of said Public Water Supply District #2 tract and the Southwest line of a tract of land conveyed to Lance M. Griffin and Blake G. Frevert by deed recorded as Document No. 2017-0687 in said land records to the South line of

aforesaid Section 4, Township 48 North, Range 17 West and being the Northwest corner of said Griffin/Frevert tract; Thence Westerly along said South line of said Section 4 to the Southwest corner of the Southeast Quarter of said Section 4; Thence Northerly along the West line of said Southeast Quarter of said Section 4 to the Southwest corner of a tract of land conveyed to Kathy M. Schneider by deed recorded as Document No. 2013-3446 in the Cooper County, Missouri land records; Thence Easterly along the South line of said Schneider tract to the East line of the West Half of the East Half of the aforesaid Southeast Quarter of Section 4 and being the Southeast corner of said Schneider tract; Thence Northerly along said East line to the Southeast corner of a tract of land conveyed to Eric Parent and Patricia Parent, his wife, by deed recorded in Book 439, Page 502 in the Cooper County, Missouri land records; Thence Westerly along the South line of said Parent tract to the Southwest corner thereof; Thence Northerly along the Western boundary line of said Parent tract to the Southeast corner of a tract of land conveyed to Joey G. Bishop and Stacey M. Bishop, his wife, by deed recorded as Document No. 2013-1526 in the Cooper County, Missouri land records; Thence Westerly along the South line of said Bishop tract to the Southwest corner thereof; Thence Northerly along the West line of said Bishop tract and the Northerly projection thereof to the North line of Santa Fe Road in the Northeast Quarter of aforesaid Section 4, Township 48 North, Range 17 West; Thence Northeasterly along said North line of said Santa Fe Road to the most Southern corner of Dunaway Ridge Subdivision per plat recorded in Plat Book 7, Page 292 in the Cooper County, Missouri land records and being the most Southern corner of Lot 8 of said Dunaway Ridge Subdivision; Thence Northwesterly along the Southwest line of said Lot 8 and Lot 7 to the most Southern corner of a tract of land conveyed to Russell G. Land and Karla S. Lang, his wife, by deed recorded as Document No. 2017-2412 in the Cooper County, Missouri land records and being a corner of said Lot 7; Thence Northwesterly along the Southwest line of said Lang tract to the Southwest corner thereof; Thence Northerly along the West line of said Lang tract to the Northeast corner thereof; Thence Northeasterly along the Northwest line of said Lang tract to the Northwest corner of aforesaid Lot 7 of Dunaway Ridge Subdivision and being the Northeast or most Northern corner of said Lang tract; Thence Northeasterly along the Northwest lines of Lots 6, 5, 4 and 3 of said Dunaway Ridge Subdivision to the Northwest corner of Lot 2 of said Dunaway Ridge Subdivision and being the most Northern corner of said Lot 3; Thence Northeasterly and Southeasterly along the North and Northeast lines of said Lot 2 and Lot 1 of said Dunaway Ridge Subdivision to the aforesaid North line of Santa Fe Road and being the most Eastern corner of Lot 1 of said Dunaway Ridge Subdivision; Thence Northeasterly along said North line of said Santa Fe Road to the most Southern corner of a tract of land conveyed to Panhandle Eastern Pipeline Company by deed recorded in Book 90, Page 512 in the Cooper County, Missouri land records; Thence Northwesterly along the Southwest line of said Panhandle Pipeline Company tract and the Southwest line of a tract of land conveyed to Walter Inskeep and Jamie Inskeep, his wife, by deed recorded as Document No. 2017-0270 in the Cooper County, Missouri land records to the Southwest corner of said Inskeep tract; Thence Northerly along the Western boundary line of said Inskeep tract to the South line of aforesaid Section 34, Township 49 North, Range 17 West and being the Northwest corner of said Inskeep tract; Thence Westerly along said South line to the Eastern boundary line of Evans Acres Plat 1 per plat recorded as Document No. 2022-0422 in the Cooper County, Missouri land records at the Southwest corner of said Section 34; Thence Northerly and Easterly along the Easterly and Southerly lines of Lots 21, 20, 19, 18, 11 and 9 of said Evans Acres Plat 1 to the Northeast corner of said Lot 9; Thence North 18°22'35" East along the Northeasterly projection of the East line of said Lot 9 to the intersection of said Northeasterly projection with the centerline of the Missouri River; Thence Northeasterly along said centerline to the intersection of said centerline with the East line of aforesaid Section 25, Township 49 North, Range 17 West; Thence Southerly along said East line and the East line of aforesaid Section 36, Township 49 North, Range 17 West to the intersection of said East line with the South line of Rocheport Road in the Northeast Quarter of said Section 36; Thence Westerly along said South line to a corner of the City limits of the City of Boonville, Missouri as approved

on August 30, 1927; Thence Southerly along said line of the City limits of Boonville, Missouri to a corner of the City limits of the City of Boonville, Missouri per Ordinance #4324 recorded as Document No. 2015-1964 In the Cooper County, Missouri land records; Thence Southeasterly along said line of the City limits to the City of Boonville recorded as Document No. 2015-1964 to the East line of a tract of land conveyed to Gregory C. Thoma by deed recorded as Book 472, Page 32 in the Cooper County, Missouri land records; Thence Southeasterly along the East line of said Thoma tract to the North line of Jefferson Road; Thence Southeasterly along said North line to the Southeast corner of a tract of land conveyed to Peggy Cook and Dickie Rohlfing by deed recorded in Book 235, Page 289 in the Cooper County, Missouri land records; Thence diagonally across said Jefferson Road to the South right-of-way line of Missouri State Highway '98 at the Northwest corner of a tract of land conveyed to Laurence Smith, Trust by deed recorded in Book 357, Page 749 in the Cooper County, Missouri land records and being the Northeast corner of a tract of land conveyed to Randall J. Potter by deed recorded in Book 499, Page 360 in said land records; Thence Easterly along said right-of-way line to the intersection of said right-of-way line with the East line of Hunters Ridge Subdivision per plat recorded in Plat Book 7, Page 384 in the Cooper County, Missouri land records; Thence Southerly along said East line to the Southeast corner thereof; Thence Westerly along the South line of said Hunters Ridge Subdivision to a corner of the Western boundary line of a 158.98 acre, more or less, tract of land conveyed to Troy Thurman Construction Company, Inc., by deed recorded as Document No. 2020-0685 in the Cooper County, Missouri land records; Thence Southerly along said Western boundary line to the South line of aforesaid Section 5, Township 48 North, Range 16 West at the Southwest corner of the aforesaid Thurman Construction Company, Inc. tract; Thence Easterly along said South line to the Northeast corner of a tract of land conveyed to the City of Boonville Missouri, a Municipal Facility, of the County of Cooper, State of Missouri by deed recorded as Document No. 2016-2984 in the Cooper County, Missouri land records; Thence Southerly and Easterly along the Eastern boundary line of said City of Bonneville tract to the North line of Pearre Lane and being the Southeast corner of said City of Boonville tract; Thence Westerly along said North line of Pearre Lane to the intersection of said North line with the East right-of-way line of Missouri State Highway '87'; Thence Southeasterly along said right-of-way line to the intersection of said right-of-way line with the Easterly projection of the North line of a tract of land conveyed to Public Water District #2 by deed recorded in Book 522, Page 182 in the Cooper County, Missouri land records; Thence Westerly along said Easterly projection to the intersection of said Easterly projection with the West right-of-way line of aforesaid Missouri State Highway '87'; Thence Southerly along said right-of-way line to the Southeast corner of Loesing Addition Plat 1 per plat recorded in Plat Book 8, Page 210 in the Cooper County, Missouri land records; Thence Southwesterly along the Southeast line of Lots 5, 6 & 7 of said Loesing Addition Plat 1 to the Southeasterly extension of the Northeast line of a tract of land conveyed to Charles Loesing and Patricia Loesing by deed recorded in Book 546, Page 465 in the Cooper County, Missouri land records; Thence Northwesterly along said Northeast line of said Loesing tract to the Eastern boundary line of Holliday Hills Plat 3 per plat recorded in Plat Book 7, Page 156 in the Cooper County, Missouri land records at a point on the East line of Lot 71 of said Holliday Hills Plat 3, from which the Southeast corner of said Lot 71 bears South 06°10' West a distance of 41.81 feet; Thence Southerly along said Eastern boundary line of said Holliday Hills Plat 3 and the Eastern boundary line of said Lot 71 and Lots 70 ,69 & 68 to a corner on said Eastern boundary line and being the Southeast corner of said Lot 68; Thence Northwesterly along the Southwest line of said Holliday Hills Plat 3 and the Southwest line of said Lot 68 to the Southwest corner of said Lot 68; Thence Northwesterly along said Southwest line of said Holliday Hills Plat 3 and the Northwesterly projection of said Southwest line of said Lot 68 to the Southeast corner of Lot 55 of said Holliday Hills Plat 3; Thence continuing Northwesterly along the Southwest line of said Holliday Hills Plat 3 and the Southwest line of said Lot 55 and Lots 54, 53, 52, 51, 50, 49 and 48 to the Southwest or most Western corner of said Lot 48; Thence Northeasterly along the Northwest line of said Lot 48 to the Northwest corner thereof; Thence

continuing Northeasterly along the Northeasterly projection of said Northwest line of said Lot 48 to the Southwest corner of Lot 47 of said Holliday Hills Plat 3; Thence continuing Northeasterly along the Northwest line of said Lot 47 and the Northwest and West lines of Lots 46, 45, 44, 29 and 28 to the most Southern corner of Lot 8 of Holliday Hills Plat 4 per plat recorded in Plat Book 7, Page 165 In the Cooper County, Missouri land records; Thence Northerly along the West line of said Lot 8 to the Southwest corner of Lot 35 of Holliday Hills Plat 8 per plat recorded as Document No. 2002-1455 in the Cooper County, Missouri land records and being the Northwest corner of said Lot 8; Thence Easterly along the South line of said Lot 35 to the Southwest corner of Lot 32 of said Holliday Hills Plat 8 and being the Southeast corner of said Lot 35; Thence Northerly along the East line of said Lot 35 and the East line of Lot 34, 33 and 14 of said Holliday Hills Plat 8 to the centerline of Steven Kole Court (Kole Drive); Thence Easterly along said centerline to the Southerly projection of the East line of Lot 12 of Holliday Hills Plat 8; Thence Northerly along said Southerly projection and the East line of said Lot 12 to the South line of a tract of land conveyed to Roger Bax, Trustee of the Roger Bax Trust dated 5th day of January, 2006 by deed recorded as Document No. 2011-1040 in the Cooper County, Missouri land records; Thence Westerly along the South line of said Bax tract to the Southwest corner thereof; Thence Northerly along the West line of said Bax tract to the South right-of-way line of Interstate Highway '70'; Thence Northerly along the Northerly projection of the aforesaid West line of said Bax tract to the North right-of-way line of said Interstate Highway '70'; Thence Easterly along said right-of-way line to the Southeast corner of a tract of land conveyed to Annetta C. Mitchell by deed recorded as Document No. 2018-1743 in the Cooper County, Missouri land records; Thence Northwesterly along the Eastern boundary line of said Mitchell tract to the South line of a tract of land conveyed to Gerald Vaughn Sell, a married person, by deed recorded as Document No. 2019-0651 in the Cooper County, Missouri land records; Thence Westerly along said South line of said Sell tract to the East line of the Southwest Quarter of aforesaid Section 8, Township 48 North, Range 16 West and being the Southwest corner of said Sell tract; Thence Northerly along the West line of said Sell tract to the centerline of Old Highway '87' (Hail Ridge Court) and being the Northwest corner of said Sell tract; Thence Northwesterly along said centerline to the South right-of-way line of Missouri State Highway '87'; Thence Northwesterly along said right-of-way line to the intersection of said right-of-way line with the North line of Jackson Road in the Southeast Quarter of Section 6, Township 48 North, Range 16 West; Thence Westerly along said North line to the Southeast corner of a tract of land conveyed to Gary K. Blakemore and Janet Sue Blakemore, his wife, by deed recorded in Book 151, Page 749 in the Cooper County, Missouri land records; Thence Northerly along the East line of said Blakemore tract and the East line of a tract of land conveyed to Jean Bruce Fuser, Trustee of the Jean Bruce Fuser Revocable Inter Vivos Trust Dated July 13, 2004 by deed recorded in Book 448, Page 724 in the Cooper County, Missouri land records to the Northeast corner of said Fuser Revocable Inter Vivos Trust tract; Thence Westerly along the North line of said Fuser Revocable Inter Vivos Trust tract to the East line of Section 1, Township 48 North, Range 17 West and being the Northwest corner of said Fuser Revocable Inter Vivos Trust tract; Thence Northerly along said East line to the intersection of said East line with the South right-of-way line of Missouri State Highway '87'; Thence Westerly along said right-of-way line to the centerline of a Private Road in the Northeast Quarter of said Section 1, Township 48 North, Range 17 West; Thence Southwesterly along said centerline to a corner on the Eastern boundary line of a tract of land conveyed to Lindsay E. McGuire in a Beneficiary deed recorded as Document No. 2019-2208 in the Cooper County, Missouri land records; Thence Westerly and Southerly along said Eastern boundary line of said McGuire tract to the Southeast corner thereof; Thence Northwesterly along the Southwest line of said McGuire tract and the Southwest line of Tracts 2 and 1 of Woodland Hills per plat recorded in Plat Book 5, Page 136 in the Cooper County, Missouri land records to the East line of the Northwest Quarter of aforesaid Section 1 and being the Southwest corner of said Tract 1 of said Woodland Hills; Thence Southerly along said East line to the Northeast corner of the Southwest Quarter of aforesaid Section 1 at the Southeast corner thereof;

Thence Westerly along the North line of said Southwest Quarter of Section 1 to the Northeast corner of the Southeast Quarter of aforesaid Section 2, Township 48 North, Range 17 West; Thence Southerly along the East line of said Section 2 to the North line of Jackson Road; Thence Easterly along said North line to the intersection of said North line with the Northerly projection of the East line of Woodland Park Plat 2 per plat recorded in Plat Book 8, Page 15 in the Cooper County, Missouri land records; Thence Southerly along said Northerly extension to the Northeast corner of Lot 20 of said Woodland Park Plat 2; Thence Southerly along the East line of said Lot 20 and Lots 21, 22, 23, 24, 25, 26, 27 and 28 to the Southeast corner of said Woodland Park Plat 2 and being the Southeast corner of said Lot 28; Thence Westerly along the South line of said Woodland Park Plat 2 to the Northwest corner of a tract of land conveyed to Edward Oswald, II by deed recorded as Document No. 2016-138 in the Cooper County, Missouri land records; Thence Southerly and Westerly along the Western boundary line of said Oswald tract to the East line of Rankin Mill Lane and being the most Western corner of said Oswald tract; Thence Northwesterly on a diagonal line across said Rankin Mill Lane to the Southwest line of said Rankin Mill Lane at the Northeast corner of a tract of land conveyed to Donald E. Foster and Diana Foster by deed recorded in Book 220, Page 343 in the Cooper County, Missouri land records; Thence Southwesterly along said Northwest line to the East line of aforesaid Section 11, Township 48 North, Range 17 West; Thence Southerly along said East line to the Northeast corner of a tract of land conveyed to Cooper County Community Hospital LLC by deed recorded as Document No. 2018-0275 in the Cooper County, Missouri land records; Thence Westerly along the North line of said Cooper County Community Hospital LLC tract to the East line of Boonslick Road and being the Northwest corner thereof; Thence Southerly along said East line to the most Western corner of a tract of land conveyed to Louise Cary in a Judgement recorded in Book 414, Page 164 in the Cooper County, Missouri land record and being the Northwest corner of a tract of land conveyed to DDPM, Inc., a California corporation, by deed recorded as Document No. 2014-0552 in the Cooper County, Missouri land records; Thence Easterly and Southerly along the Western boundary line of said Cary tract to the North right-of-way line of Missouri State Highway '70' in the Southeast Quarter of Section 11, Township 48 North, Range 17 West at the Southwest corner of said Krohn tract; Thence Westerly along said right-of-way line to the point of beginning.

-AND-

A tract of 72.68 acres of land in part in Section 4 and Section 9, Township 48 N, Range 16 W, west of the 5th principal meridian, Cooper County, Missouri, described as follows: The point of beginning being at the northwest corner of Section 9, lying on the west lines of the tract; thence north on a bearing of N 0 degrees 46 minutes 33 seconds W, along the west line of Section 4, a distance of 1,427.02 feet; thence east on a bearing of S 85 degrees 23 minutes 54 seconds E, a distance of 912.00 feet; thence south on a bearing of S 3 degrees 23 minutes 30 seconds W, a distance of 4,087.70 feet to the south line of the NW 1/4 of said Section 9; thence west on a bearing of N 85 degrees 23 minutes 54 seconds W, a distance of 650.00 feet along the south line of the NW 1/4 of said Section 9 to the southwest corner of the NW 1/4 of said Section 9; thence north along the west line of said Section 9 on a bearing of N 0 degrees 00 minutes 00 seconds W, a distance of 2,674.67 feet to the point of beginning.

-AND-

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 48 NORTH, RANGE 16 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, COOPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER SECTION, SAID POINT BEING A FOUND STONE; THENCE ON A BEARING OF SOUTH 01 DEGREES 22 MINUTES 44 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, (THIS AND ALL BEARINGS REFERRED TO IN THIS DESCRIPTION ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE) A DISTANCE OF 2526.59 FEET TO A POINT, SAID POINT BEING AN IRON BAR AND CAP STAMPED LS 189, AND LYING 138.68 FEET NORTHERLY OF AN IRON BAR AND CAP (STAMPED LS 189) FOUND AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 8, AS MEASURED ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER AND SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NEW MADRID SURVEY NUMBER 2878 AS REFERENCED BY A SURVEY RECORDED IN THE SURVEY RECORD BOOK 7 AT PAGE 95, AND SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON A BEARING OF NORTH 84 DEGREES 21 MINUTES 39 SECONDS WEST ALONG THE NORTH LINE OF SAID NEW MADRID SURVEY NUMBER 2878, A DISTANCE OF 591.86 FEET TO A POINT ON SAID NORTH LINE; THENCE ON A BEARING OF NORTH 04 DEGREES 46 MINUTES 05 SECONDS EAST, A DISTANCE OF 1329.90 FEET TO A POINT; THENCE ON A BEARING OF SOUTH 85 DEGREES 13 MINUTES 55 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID CENTERLINE OF SAID EXISTING RUNWAY, A DISTANCE OF 512.50 FEET TO A POINT ON THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SAID SECTION 8; THENCE ON A BEARING OF SOUTH 01 DEGREES 22 MINUTES 44 SECONDS WEST ALONG SAID EASTERLY QUARTER SECTION LINE, A DISTANCE OF 1341.24 FEET, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF CONTAINS 736,596 SQUARE FEET, OR 16.910 ACRES, MORE OR LESS.

ALSO,

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 48 NORTH, RANGE 16 WEST, COUNTY OF COOPER, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER SECTION, SAID POINT BEING A FOUND STONE; THENCE

ON A BEARING OF SOUTH 01 DEGREES 22 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, (THIS AND ALL BEARINGS REFERRED TO IN THIS DESCRIPTION ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE) A DISTANCE OF 2617.77 FEET, TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE EASTERLY LINE OF SAID NORTHEAST QUARTER AND THE NORTHERLY RIGHT-OF-WAY LINE OF PEARRE ROAD AS IT NOW EXISTS, SAID NORTHERLY RIGHT-OF-WAY LINE DESCRIBED IN A WARRANTY DEED FROM S.A. PEARRE AND GOLDIE PEARRE, HUSBAND AND WIFE, TO THE CITY OF BOONVILLE, DATED AUGUST 17, 1973 AND RECORDED IN BOOK 149 AT PAGE 83 IN THE OFFICE OF THE RECORDER OF DEEDS, COOPER COUNTY, MISSOURI, SAID POINT LYING 47.50 FEET NORTHERLY OF AN IRON BAR AND CAP (STAMPED LS 189) FOUND AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 8, AS MEASURED ALONG SAID EASTERLY LINE OF THE NORTHEAST QUARTER, SAID POINT ALSO BEING THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 52 DEGREES 27 MINUTES 40 SECONDS AND AN INITIAL TANGENT BEARING OF SOUTH 42 DEGREES 39 MINUTES 26 SECONDS WEST, SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 187.70 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 68 DEGREES 53 MINUTES 16 SECONDS WEST, A CHORD DISTANCE OF 181.21 FEET TO A POINT; THENCE ON A BEARING OF NORTH 84 DEGREES 58 MINUTES 57 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 434.14 FEET TO A POINT; THENCE ON A BEARING NORTH 4 DEGREES 46 MINUTES 05 SECONDS EAST, A DISTANCE OF 177.23 FEET TO A POINT; THENCE ON A BEARING OF SOUTH 84 DEGREES 21 MINUTES 39 SECONDS EAST ALONG SAID NORTH LINE OF SAID NEW MADRID SURVEY, NUMBER 2878, A DISTANCE OF 591.86 FEET TO A POINT ON SAID EAST LINE OF SAID NORTHEAST QUARTER OF SAID SECTION 8; THENCE ON A BEARING OF SOUTH 01 DEGREES 22 MINUTES 44 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 91.18 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 99,730 SQUARE FEET, OR 2.290 ACRES, MORE OR LESS.

-ALSO-

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 48 NORTH, RANGE 16 WEST AND IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 48 NORTH RANGE 16 WEST OF THE FIFTH PRINCIPAL MERIDIAN, COOPER COUNTY, MISSOURI MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A STONE CORNER FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE NORTH 00 DEGREES 36 MINUTES 48 SECONDS EAST, (THIS AND ALL OTHER BEARINGS REFERENCED TO IN THIS DESCRIPTION ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE) ALONG THE WESTERLY LINE OF SAID SECTION 4, A DISTANCE OF 1427.02 FEET TO THE NORTHWEST CORNER OF THE JESSE VIETTEL MEMORIAL AIRPORT BOONVILLE AS DESCRIBED IN A WARRANTY DEED FROM ALMA E. VIETTEL TO THE CITY OF BOONVILLE, DATED JULY 20, 1973 AND RECORDED IN BOOK 149 AT PAGE 81, IN THE OFFICE OF THE RECORDER OF DEEDS, COOPER COUNTY, MISSOURI; THENCE SOUTH 84 DEGREES 00 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID WARRANTY DEED, A DISTANCE OF 253.57 FEET TO A POINT ON A LINE LYING 400.00 FEET WESTERLY OF AND PARALLEL TO THE EXTENDED CENTERLINE

OF THE RUNWAY OF SAID JESSE VIERTEL MEMORIAL AIRPORT - BOONVILLE AS IT NOW EXISTS, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 04 DEGREES 46 MINUTES 05 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 814.42 FEET TO A POINT; THENCE SOUTH 85 DEGREES 13 MINUTES 55 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID EXTENDED CENTERLINE OF SAID EXISTING RUNWAY, A DISTANCE OF 600.00 FEET TO A POINT ON A LINE LYING 200.00 FEET EASTERLY OF AND PARALLEL TO SAID EXTENDED CENTERLINE OF SAID EXISTING RUNWAY; THENCE SOUTH 40 DEGREES 13 MINUTES 55 SECONDS EAST, A DISTANCE OF 282.84 FEET TO A POINT ON A LINE LYING 400.00 FEET EASTERLY OF AND PARALLEL TO SAID EXTENDED CENTERLINE OF SAID EXISTING RUNWAY; THENCE SOUTH 04 DEGREES 46 MINUTES 05 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 2,052.58 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 4; THENCE CONTINUING SOUTH 04 DEGREES 46 MINUTES 05 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 2655.34 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 84 DEGREES 08 MINUTES 43 SECONDS WEST ALONG SAID SOUTHERLY LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 142.66 FEET TO THE SOUTHEAST CORNER OF SAID WARRANTY DEED FROM ALMA E. VIERTEL TO THE CITY OF BOONVILLE; THENCE NORTH 04 DEGREES 46 MINUTES 51 SECONDS EAST ALONG THE EASTERLY LINE OF SAID WARRANTY DEED, A DISTANCE OF 2655.67 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 4; THENCE CONTINUING NORTH 04 DEGREES 46 MINUTES 51 SECONDS EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 1421.07 FEET TO THE NORTHEAST CORNER OF SAID WARRANTY DEED FROM ALMA E. VIERTEL TO THE CITY OF BOONVILLE; THENCE NORTH 84 DEGREES 00 MINUTES 32 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID WARRANTY DEED, A DISTANCE OF 658.43 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 1,217,977 SQUARE FEET OR 27.961 ACRES MORE OR LESS.

AND (c) an avigation easement upon and over land owned by Jesse Viertel more particularly described as:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 48 NORTH, RANGE 16 WEST OF THE PRINCIPAL MERIDIAN, COOPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT A STONE CORNER FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE NORTH 00 DEGREES 36 MINUTES 48 SECONDS EAST, (THIS AND ALL OTHER BEARINGS REFERENCED TO IN THIS DESCRIPTION ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE) A DISTANCE OF 1427.02 FEET TO THE NORTHWEST CORNER OF THE JESS VIERTEL MEMORIAL AIRPORT - BOONVILLE AS DESCRIBED IN WARRANTY DEED FROM ALMA E. VIERTEL TO THE CITY OF BOONVILLE, DATED JULY 20, 1973 AND RECORDED IN BOOK 149 AT PAGE 81, IN THE OFFICE OF THE RECORDER OF DEEDS, COOPER COUNTY, MISSOURI; THENCE SOUTH 84 DEGREES 00 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID WARRANTY DEED, A DISTANCE OF 253.57 FEET TO A POINT ON A LINE LYING 400.00 FEET WESTERLY OF AND PARALLEL TO THE EXTENDED CENTERLINE OF THE RUNWAY OF SAID JESSE VIERTEL MEMORIAL AIRPORT -BOONVILLE AS IT NOW EXISTS; THENCE NORTH 04 DEGREES 46 MINUTES 05 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 814.42 FEET TO A POINT; THENCE SOUTH 85 DEGREES 13 MINUTES 55 SECONDS EAST ALONG A LINE PERPENDICULAR TO

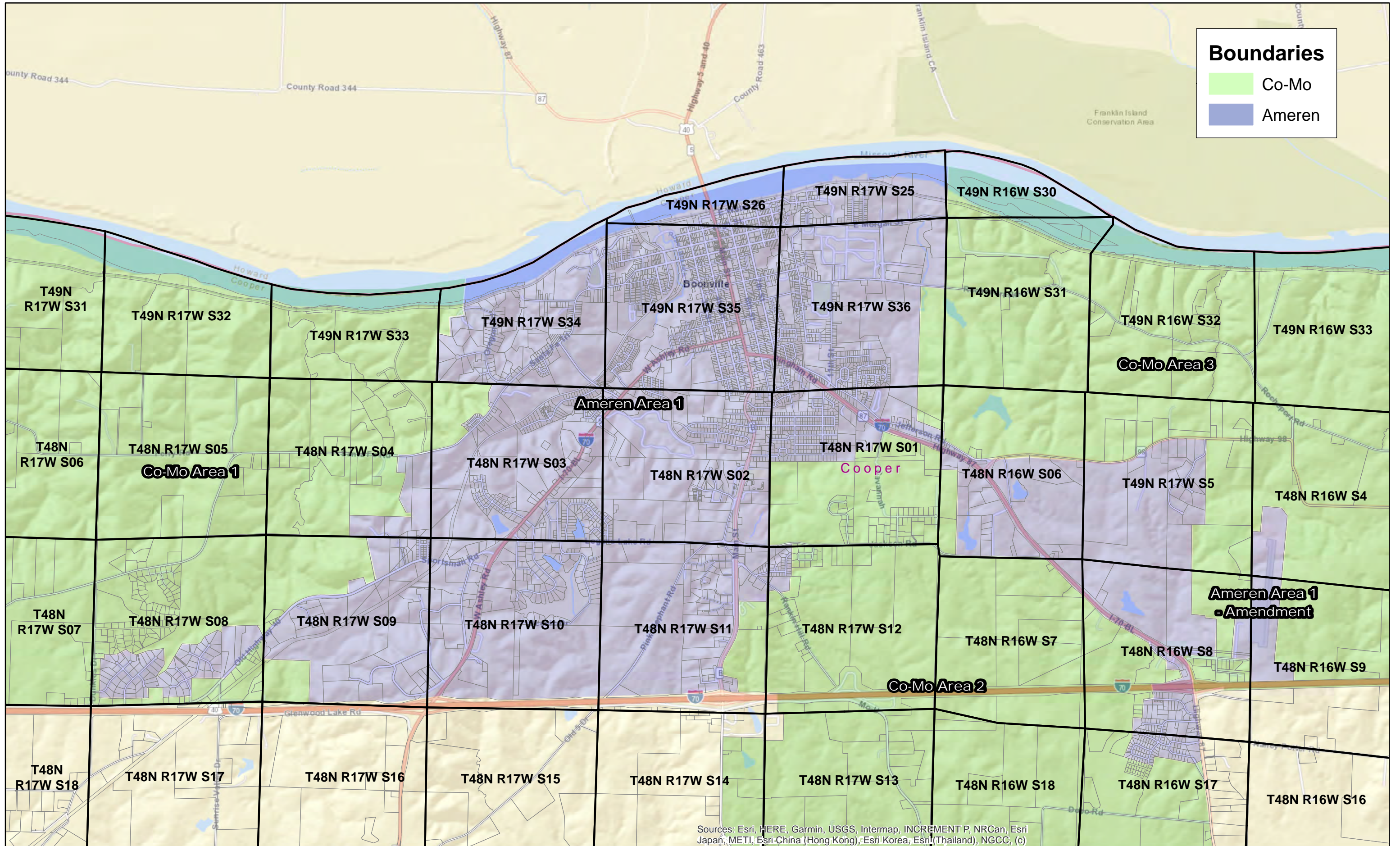
SAID EXTENDED CENTERLINE OF SAID EXISTING RUNWAY, A DISTANCE OF 130.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 56 MINUTES 33 SECONDS WEST, A DISTANCE OF 803.99 FEET TO A POINT; THENCE SOUTH 85 DEGREES 13 MINUTES 55 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID EXTENDED CENTERLINE OF SAID EXISTING RUNWAY, A DISTANCE OF 700 FEET TO A POINT; THENCE SOUTH 10 DEGREES 28 MINUTES 43 SECONDS WEST, A DISTANCE OF 867.95 FEET TO A POINT; THENCE ALONG A BEARING OF NORTH 40 DEGREES 13 MINUTES 55 SECONDS WEST, A DISTANCE 90.0 FEET TO A POINT; THENCE ALONG A BEARING OF NORTH 85 DEGREES 13 MINUTES 55 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID EXTENDED LINE OF SAID EXISTING RUNWAY, A DISTANCE OF 469.99 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 498,228 SQUARE FEET OR 11.438 ACRES MORE OR LESS.

-AND-

Commencing at the Northwest corner of said Northwest Quarter of the Southwest Quarter of Section 9, thence along the Quarter Section line, South 85 Degrees 32' 30" East 1124 feet to the Southeasterly right-of-way line of a tract described in Deed Book 149, Page 83 and the true point of beginning; thence continuing along said Quarter Section line South 85 Degrees 32' 30" East 1366.35 feet to the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 9; thence along the Quarter/Quarter Section line, South 00 Degrees 54' 10" East 516.72 feet to the North right-of-way line of Interstate Highway 70, thence along the North right-of-way line of Interstate Highway 70, South 87 Degrees 06' 05" West 1369.06 feet to the West line of said Section 9; thence along the said West line of Section 9, North 01 Degrees 10' 42" West 683.40 feet to the South right-of-way line of a tract described in Deed Book 149, Page 83; thence along said South right-of-way line on a non-tangent curve to the left having a radius of 255.00 feet, an arc length of 14.14 feet and a chord bearing and distance of North 51 Degrees 07' 50" East 14.13 feet to the point of beginning, containing 19.02 acres.

Co-Mo and Ameren Boundary - Cooper County Boonville Area - Ameren Area 1

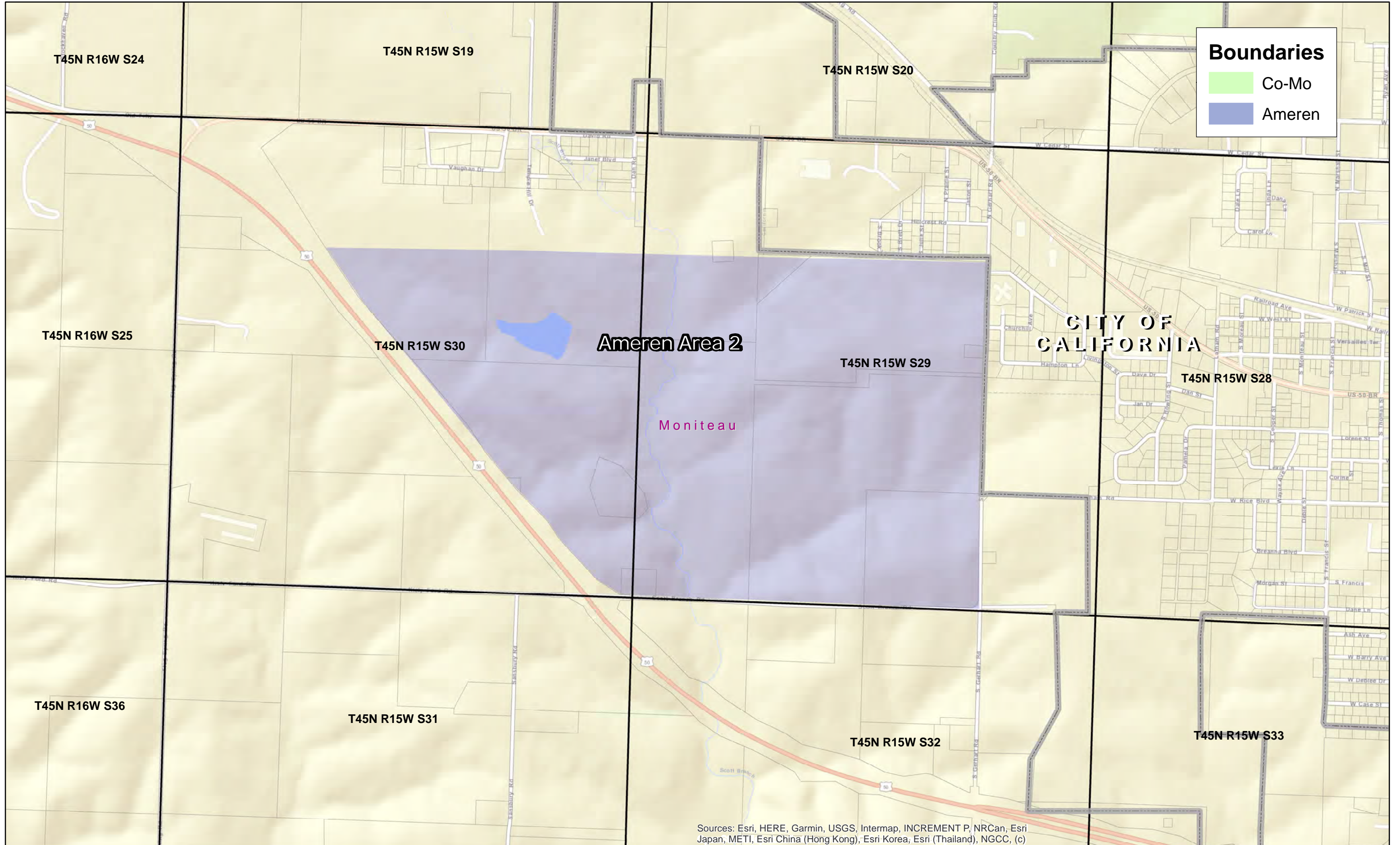


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c)

Moniteau County Ameren Missouri Boundary Description
(Ameren Area 2)

All of Section 29 and part of Section 30, Township 45 North, Range 15 West of the Fifth Principal Meridian and being more particularly described as follows: Beginning at the Northeast corner of the Southwest Quarter of the Northeast Quarter of aforesaid Section 29; Thence Southerly along the East line of said Quarter Quarter and the East line of the West Half of the Southeast Quarter of said Section 29 to the South line of said Section 29 and being the Southeast corner of said West Half; Thence Westerly along said South line of said Section 29 and the South line of aforesaid Section 30 to the intersection of said South line with the East right-of-way line of U.S. Highway No. '50' in the Southeast Quarter of the Southeast Quarter of said Section 30; Thence Northwesterly along said right-of-way line to the intersection of said right-of-way line with the South line of the Northeast Quarter of the Northwest Quarter of aforesaid Section 30; Thence Easterly along said South line and the South line of the North Half of the Northeast Quarter of said Section 30 to the East line of said Section 30 at the Southeast corner of said North Half and being the Southwest corner of the North Half of the Northwest Quarter of said Section 30; Thence Easterly along the South line of said North Half and the South line of the Northwest Quarter of aforesaid Northeast Quarter of Section 29 to the point of beginning.

Co-Mo and Ameren Boundary - Moniteau County City of California Area

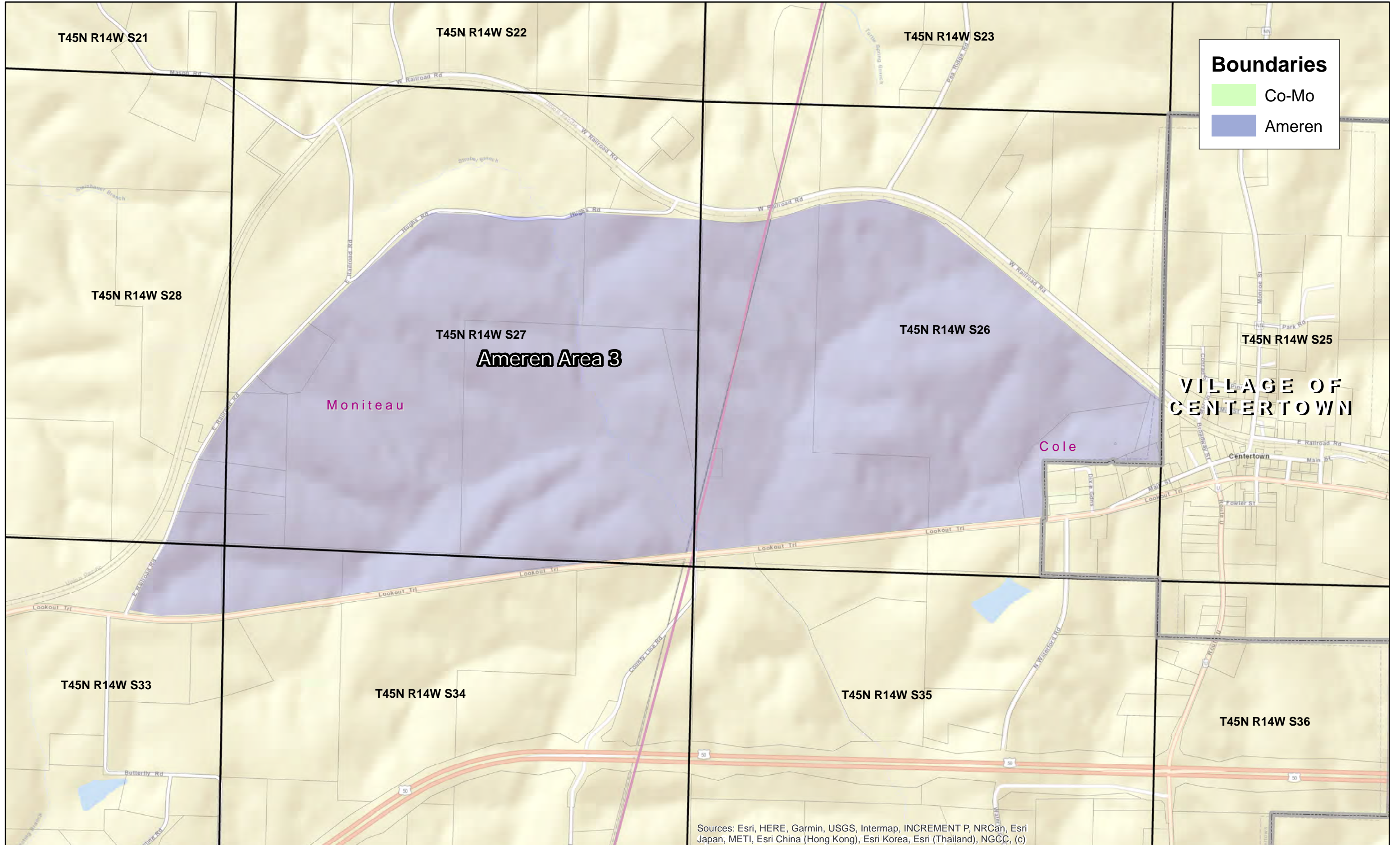


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c)

Cole County/Moniteau County Ameren Missouri Boundary Description
(Ameren Area 3)

Part of Sections 26, 27, 28, 33 & 34, Township 45 North, Range 14 West of the Fifth Principal Meridian and being more particularly described as follows: Beginning on the East line of aforesaid Section 26 at the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 26; Thence Westerly along the North line of said Quarter Quarter to the Northwest corner thereof; Thence Southerly along the West line of said Quarter Quarter to the intersection of said West line with the North line of Lookout Trail; Thence Southwesterly along said North line of said Lookout Trail to the intersection of said North line with the East line of Railroad Road in the Northeast Quarter of the Northeast Quarter of aforesaid Section 33, Township 45 North, Range 14 West; Thence Northeasterly along said East line of Railroad Road to the intersection of said East line with the South line of Hughs Road; Thence Northeasterly along said South line of Hughs Road to the South line of a Railroad right-of-way; Thence Easterly along said Railroad right-of-way line to the East line of aforesaid Section 26; Thence Southerly along said East line to the point of beginning.

Co-Mo and Ameren Boundary - Moniteau / Cole County Centertown Area



Boundaries

- Co-Mo
- Ameren

Ameren Area 3

Moniteau

Cole

**VILLAGE OF
CENTERTOWN**

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c)

Cooper County Co-MO Boundary Description

(Co-Mo Area 1)

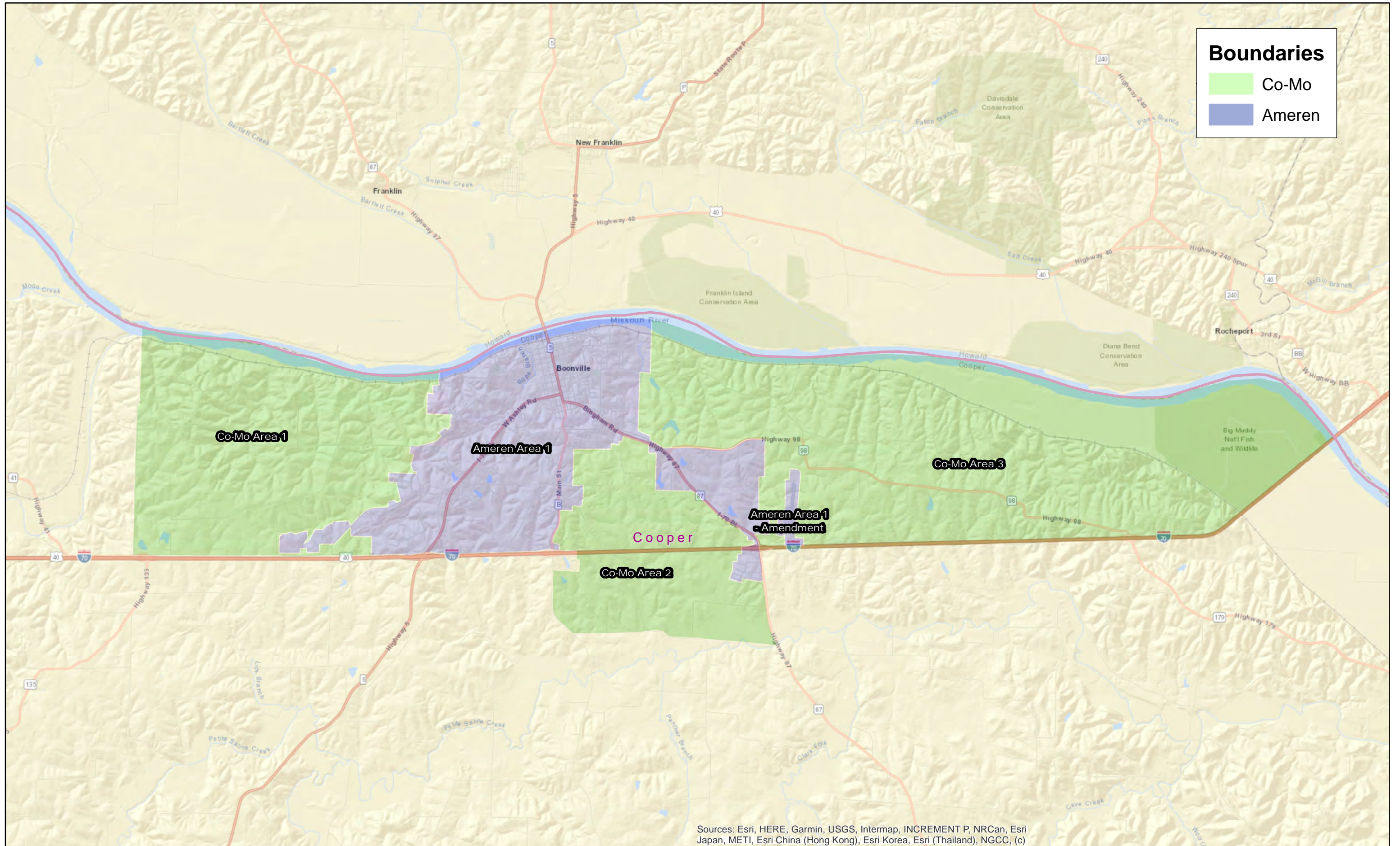
Sections 31, 32, 33, 34, Township 49 North, Range 17 West; U.S. Survey No. 3004 and Sections, 25 & 36, Township 49 North, Range 18 West; Sections 1, 12 & 13, Township 48 North, Range 18 West and Sections 3, 4, 5, 6, 7, 8, 9, 16, 17 & 18 Township 48 North, Range 17 West of the Fifth Principal Meridian and being more particularly described as follows: Beginning at the Northwest corner of aforesaid Section 1, Township 48 North, Range 18 West; Thence Easterly along the North line of said Section 1 to the Southwest corner of aforesaid Section 36, Township 49 North, Range 18 West; Thence North along the West line of said Section 36 and the West line of aforesaid Section 25, Township 49 North, Range 18 West and the Northerly extension thereof to the centerline of the Missouri River in the Southwest Quarter of said Section 25; Thence Easterly along said centerline to the intersection of said centerline with the Northeasterly projection of the East line of Lot 9 of Evans Acres, Plat No. 1 per plat recorded as Document No. 2022-0422 in the Cooper County, Missouri land records; Thence South 08°22'35" West along said Northerly projection to the Northeast corner of said Lot 9; Thence Southerly and Westerly along the Eastern boundary line of said Evans Acres, Plat No. 1 along the Easterly and Southerly lines of said Lot 9 and Lots 11, 18, 19, 20 & 21 to the Southwest corner of aforesaid Section 34, Township 49 North, Range 17 West; Thence Easterly along the South line of said Section 34 to the Northwest corner of a tract of land conveyed to Walter Inskeep and Jamie Inskeep, his wife, by deed recorded as Document No. 2017-0270 in the Cooper County, Missouri land records; Thence Southerly along the Western boundary line of said Inskeep tract to the Southwest corner thereof; Thence Southeasterly along the Southwest line of said Inskeep tract and the Southwest line of a tract of land conveyed to Panhandle Eastern Pipeline Company by deed recorded in Book 90, Page 512 in the Cooper County, Missouri land records to the Northeast line of Santa Fe Trail in the Northwest Quarter of aforesaid Section 3, Township 48 North, Range 17 West and being the most Southern corner of said Panhandle Eastern Pipeline Company; Thence Southwesterly along said Northwest line of said Santa Fe Trail to the most Eastern corner of Lot 1 of Dunaway Ridge Subdivision per plat recorded in Plat Book 7, Page 292 in the Cooper County, Missouri land records; Thence Northwesterly and Westerly along the North and Northeast line of Lots 1 and 2 of said Dunaway Ridge Subdivision to the Northwest corner of said Lot 2 and being the most Northern corner of Lot 3 of said Dunaway Ridge Subdivision; Thence Southwesterly along the Northwest lines of lots 3, 4, 5 & 6 of said Dunaway Ridge to the Northeast or most Northern corner of a tract of land conveyed to Russell G. Lang and Karla S. Lang, his wife, by deed recorded as Document No. 2017-2412 in the Cooper County, Missouri land records and being the Northwest corner of aforesaid Lot 7 of said Dunaway Ridge; Thence Southwesterly along the Northwest line of said Lang tract to the Northwest corner thereof; Thence Southeasterly along the West line of said Lang tract to the Southwest corner thereof; Thence Southeasterly along the Southwest line of said Lang tract to a corner of aforesaid Lot 7 of said Dunaway Ridge and being the Southeast or most Southern corner of said Lang tract; Thence Southeasterly along said Southwest line of Lots 7 and 8 of said Dunaway Ridge Subdivision to the North line of Santa Fe Road in the Northwest corner of aforesaid Section 3, Township 48 North, Range 17 West and being the most Southern corner of said Lot 8; Thence Southwesterly along said North line of said Sand Fe Road to the Northerly extension of the West line of a tract of land conveyed to Joey G. Bishop and Stacey M. Bishop, his wife, by deed recorded as Document No. 2013-1526 in the Cooper County, Missouri land records; Thence South along said Northerly extension and the West line of said Bishop tract to the Southwest corner thereof; Thence East along the South line of said Bishop tract to the Western boundary line of a tract of land conveyed to Eric Parent and Patricia Parent, his wife, by deed recorded in Book 439, Page 502 in the Cooper County, Missouri land records; Thence Southerly along said Western boundary line of said Parent tract to the Southwest corner thereof; Thence East along the South line of said Parent tract to the East line of the West Half of the East Half of the

Southeast Quarter of aforesaid Section 4, Township 48 North, Range 17 West and being the Southeast corner of said Parent tract; Thence South along said East line to the Southeast corner of a tract of land conveyed to Kathy M. Schneider by deed recorded as Document No. 2013-3446 in the Cooper County, Missouri land records; Thence Westerly along the South line of said Schneider tract to the West line of the aforesaid Southeast Quarter of Section 4, Township 48 North, Range 17 West and being the Southwest corner of said Schneider tract; Thence Southerly along said West line of the Southeast Quarter of said Section 4 to the South line of said Section 4 and being the Southwest corner of said Southeast Quarter of said Section 4; Thence Easterly along said South line to the Northwest corner of a tract of land conveyed to Lance M. Griffin and Blake G. Frevert by deed recorded as Document No. 2017-0687 in the Cooper County, Missouri land records; Thence Southeasterly along the Southwest line of said Griffin/Frevert tract and the Southwest line of a tract of land conveyed to Public Water Supply District #2 recorded in Book 149, Page 728 in the Cooper County, Missouri land records to the North right-of-way line of Old U.S. Highway No. '40' in the Northeast Quarter of aforesaid Section 9, Township 48 North, Range 17 West and being the Southwest corner of said Public Water Supply District #2 tract; Thence Southwesterly along said North line of Old U.S. Highway '40' to the Southeast corner of a tract of land conveyed to Dicky D. Smalley and Kristi D. Smalley, his wife, by deed recorded in Book 323, Page 711 in the Cooper County, Missouri land records; Thence Northwesterly along the Northeast line of said Smalley tract to the Northeast corner thereof; Thence Southwesterly along the Northwest line of said Smalley tract to the West line of the aforesaid Northeast Quarter of aforesaid Section 9, Township 48 North, Range 17 West and being the Northwest corner of said Smalley tract; Thence Southerly along said West line of said Northeast Quarter of said Section 9 to the intersection of said West line with the aforesaid North right-of-way line of Old U.S. Highway '40' in said Northeast Quarter of Section 9, Township 48 North, Range 17 West and being the Southwest corner of said Smalley tract; Thence Southwesterly along said right-of-way line to the Southwest corner of a tract of land conveyed to Lance M. Griffin and Amy N. Griffin-Frevert by deed recorded as Document No. 2021-1239 in the Cooper County, Missouri land records; Thence Northwesterly along the Southwest line of said Griffin/Griffin-Frevert tract to the Northwest corner thereof; Thence Westerly along the North line of a tract of land conveyed to Steven C. Helt by deed recorded in Book 582, Page 672 in the Cooper County, Missouri land records to the Northeast corner of a tract of land conveyed to Geoffrey D. Haning and Virginia I. Haning Revocable Trust, dated March 8, 1999 by deed recorded in Book 324, Page 76 in the Cooper County, Missouri land records and being the Northwest corner of said Helt tract; Thence Westerly along the North line of said Haning and the Westerly extension thereof to the Northeast corner of a tract of land conveyed to Duane A. McGuire and Debbie A. McGuire, his wife, by deed recorded in Book 209, Page 309 in the Cooper County, Missouri land records; Thence Westerly along the North line of said McGuire tract to the East line of Timberlake Estates – Plat 1 per plat recorded as Document No. 2000-469 in the Cooper County, Missouri land records; Thence Southerly along said East line of said Timberlake Estates Plat 1 to the Southeast corner of Tract B of said Timberlake Estates – Plat 1 and being the Northeast corner of Lot 17 of said Timberlake Estates Plat 1; Thence Westerly along the Southern boundary line of said Tract B and the Southern boundary line of Tract A of said Timberlake Estates – Plat 1 to the Northwest corner of Lot 22 of said Timberlake Estates Plat 1; Thence Westerly along the Westerly projection of the North line of said Lot 22 to the Northeast corner of Lot 23 of said Timberlake Estates Plat 1; Thence continuing Westerly along the aforesaid Southern boundary line of said Tract A of said Timberlake Estates – Plat 1 to the most Southern corner thereof and being on the Eastern boundary line of Timberlake Estates – Plat 2 per plat recorded Plat Book 8, Page 12 in the Cooper County, Missouri land records at the most Southern corner of Lot 50 of said Timberlake Estates – Plat 2; Thence Northerly along said Eastern boundary line along the Southeast line of said Lot 50 and the Southeast line of Lots 51 and 52 to the most Eastern corner of said Lot 52; Thence Northerly along said Eastern boundary line of Timberlake Estates – Plat 2 along the East line of said Lot 52 and the East line of Lot 53 of said

Timberlake Estates – Plat 2 to the most Northern corner of said Lot 53 and being the most Eastern corner of Lot 54 of said Timberlake Estates – Plat 2; Thence along the Northern boundary line of said Timberlake Estates – Plat 2 along the Northern line of said Lot 54 and the Northern lines of Lots 55, 56, 57, 58, 70, 71, 72, 73 of said Timberlake Estates – Plat 2 to the Northeast or most Northern corner of Lot 82A of the Replat of Lots 74, 79 through 82 and the curved segment of Tezcuco Court of Timberlake Estates - Plat 2 per plat recorded in Plat Book 8, Page 180 in the Cooper County, Missouri land records; Thence along the Northern boundary line of said Replat of Lots 74, 79 through 82 and the curved segment of Tezcuco Court of Timberlake Estates - Plat 2 along the Northern line of said Lot 82A and the Northern lines of Lot 81A and Lot 80A of said Replat of Lots 74, 79 through 82 and the curved segment of Tezcuco Court of Timberlake Estates - Plat 2 to the Northeast corner of a tract of land conveyed to Scotty L. Fenical and Peggy A. Fenical, his wife, by deed recorded in Book 268, Page 645 in the Cooper County, Missouri land records and being the Northwest corner of said Lot 80A; Thence Southerly and Westerly along the Western boundary line of said Lot 80A to the Most Northern corner of Lot 79A of said Replat of Lots 74, 79 through 82 and the curved segment of Tezcuco Court of Timberlake Estates - Plat 2 and being the most Western corner of said Lot 80A; Thence Southerly along the West line of Lot 79A of said Replat of Lots 74, 79 through 82 and the curved segment of Tezcuco Court of Timberlake Estates - Plat 2 and the West line of Lots 76, 77 & 78 of said Timberlake Estates - Plat 2 to the Southwest corner of said Lot 78; Thence continuing Southerly along the Southerly projection of said West line of said Lot 78 to the Northwest corner of Lot 64 of said Timberlake Estates – Plat 2 recorded in Plat Book 8, Page 12; Thence continuing along said West line of said Timberlake Estates – Plat 2 recorded in Plat Book 8, Page 12 along the West line of said Lot 64 to the Southwest corner thereof; Thence Easterly along the South line of said Timberlake Estate – Plat 2 recorded in Plat Book 8, Page 12 along the South line of Lots 64, 65 & 63 to the Southeast corner of said Lot 63; Thence along the Easterly projection of said South line of said Lot 63 to the Southwest corner of Lot 41 of said Timberlake Estates – Plat 2; Thence continuing along said South line of said Timberlake Estates Plat 2 recorded in Plat Book 8, Page 12 along the South lines of Lots 41, 40 & 39 of said Timberlake Estates Plat 2 to the Southeast corner of said Lot 39; Thence Northerly along the East line of said Lot 39 to the Northeast corner thereof and being the Southwest corner of Lot 46 of said Timberlake Estates Plat 2; Thence Easterly along the South line of said Lot 46 to the Southeast corner thereof and being the Southwest corner of Lot 38 of Timberlake Estates Plat 1 per plat recorded in Plat Book 7, Page 145 in the Cooper County, Missouri land records; Thence Easterly along the South line of said Lot 38 to the Northwest corner of Lot 1 of said Timberlake Estates Plat 1; Thence Southerly along the West line of said Lot 1 to the Southwest corner thereof; Thence Easterly along the Southern boundary line of said Lot 1 and Lots 2, 3 & 4 of said Timberlake Estates Plat 1 to the West line of Timberlake Court and being the Southeast corner of said Lot 4; Thence Easterly along the Easterly projection of the aforesaid South line of said Lot 4 to the West line of a tract of land conveyed to Tatum Martin by deed recorded as Document No. 2020-0933 in the Cooper County, Missouri land records; Thence Northerly along the West line of said Martin tract to the Northwest corner thereof; Thence Easterly along the North line of said Martin tract and the Easterly projection thereof to the South right-of-way line of Old Highway '40' in the Southwest Quarter of aforesaid Section 8, Township 48 North, Range 17 West; Thence Northeasterly along said right-of-way line to the intersection of said right-of-way line with the East line of aforesaid Section 8, Township 48 North, Range 17 West; Thence Southerly along said East line to the Northwest corner of the Southwest Quarter of the Southwest Quarter of aforesaid Section 9, Township 48 North, Range 17 West; Thence Easterly along the North line of said Quarter Quarter and the North line of the Southeast Quarter of the Southwest Quarter of said Section 9, Township 48 North, Range 17 West to the Northeast corner of a tract of land conveyed to Dale J. Wassmann and Ashley N. Wassmann, his wife, by deed recorded in Book 536, Page 134 in the Cooper County, Missouri land records; Thence Southerly and Westerly along the Eastern boundary line of said Wassmann tract to the North right-of-way line of Interstate Highway

'70' in the Northwest Quarter of aforesaid Section 16, Township 48 North, Range 17 West and being the Southeast corner of said Wassmann tract; Thence Westerly along said right-of-way line to its intersection with the West line of Section 12, Township 48 North, Range 18 West; Thence Northerly along the West line of said Section 12 and the West line of aforesaid Section 1, Township 48 North, Range 18 West to the point of beginning.

Co-Mo and Ameren Boundary - Cooper County Boonville Area

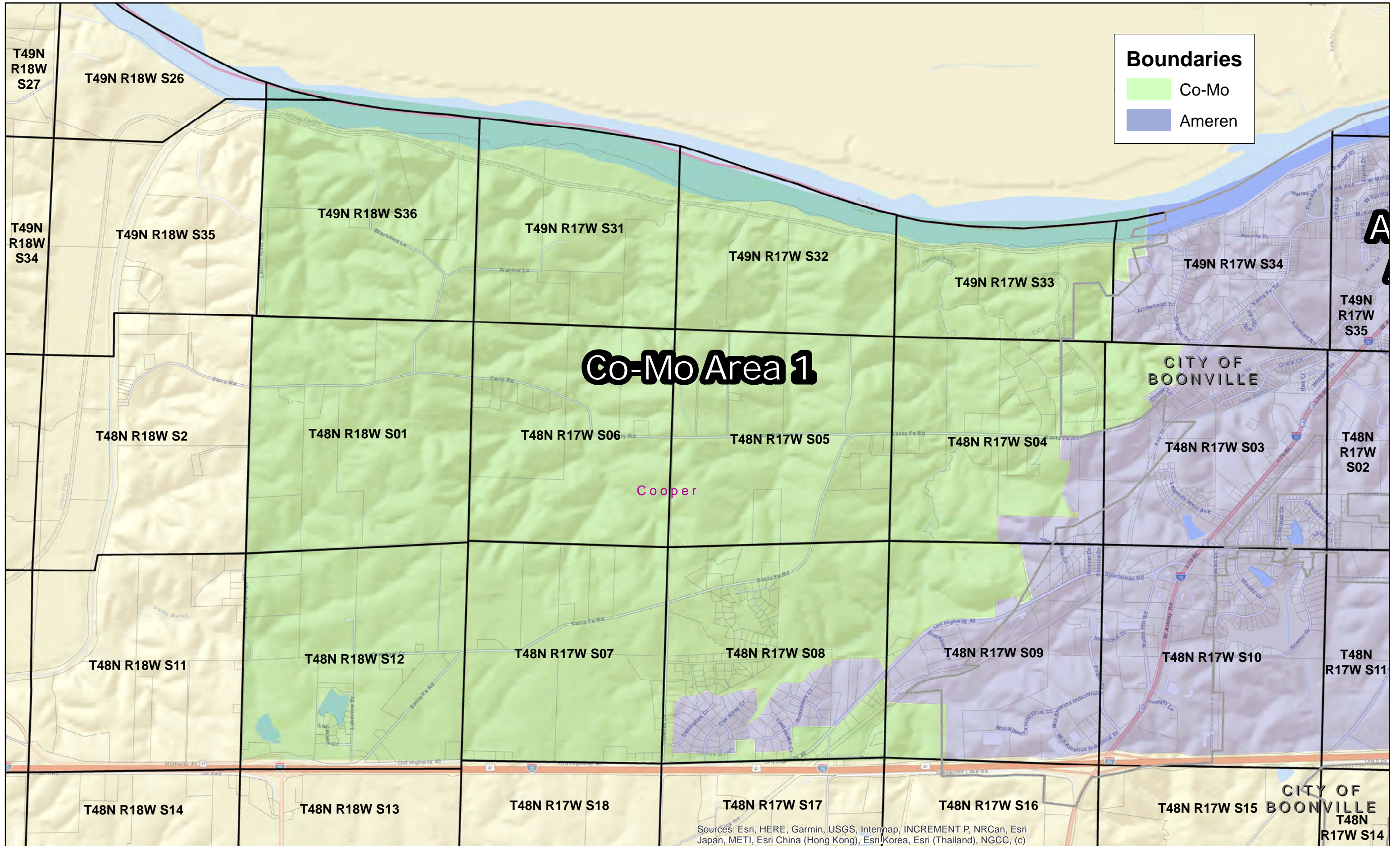


Boundaries

- Co-Mo
- Ameren

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c)

Co-Mo and Ameren Boundary - Cooper County Boonville Area - Co-Mo Area 1



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c)

Cooper County Co-MO Boundary description

(Co-MO Area 2)

Sections 1, 11, 12, 13, 14 & 24 and U.S. Survey No 2747 Township 48 North, Range 17 West and Sections 6, 7, 8, 17, 18, 19 and U.S. Survey Nos. 2591, 2747, 2642, 2672, 2746, 2750, 2878, 2925, 2926 and 2927, Township 48 North, Range 16 West and being more particularly described as follows: Beginning at the Southwest corner of the Northwest Quarter of said Section 1, Township 48 North, Range 17 West; Thence Easterly along the South line of said Northwest Quarter to the Southeast corner thereof; Thence Northerly along the East line of said Northwest Quarter to the Southwest corner Woodland Hills per plat recorded in Plat Book 5, Page 136 in the Cooper County, Missouri land records; Thence Easterly along the Southeast line of Tract 2 of said Woodland Hills and the Southeast line of a tract of land conveyed to Lindsay E. McGuire in a beneficiary deed recorded as Document No. 2019-2208 in the Cooper County, Missouri land records to the most South Southeast corner thereof; Thence Northerly and Easterly along the Eastern boundary line of said McGuire tract to the centerline of a private road and being a corner on said Eastern boundary of said McGuire tract; Thence Northeasterly along said centerline to the intersection of said centerline with the South right-of-way line of Missouri State Highway '87' in the Northeast Quarter of aforesaid Section 1, Township 48 North, Range 17 West; Thence Southeasterly along said right-of-way line to its intersection with the East line of aforesaid Section 1; Thence Southerly along said East line to the Northwest corner of a tract of land conveyed to Jean Bruce Fuser, Trustee of the Jean Bruce Fuser Revocable Inter Vivos Trust Dated July 13, 2004 by deed recorded in Book 448, Page 724 in the Cooper County, Missouri land records; Thence Easterly along the North line of said Fuser tract to the Northeast corner thereof; Thence Southerly along the East line of said Fuser tract and the East line of a tract of land conveyed to Gary K. Blakemore and Janet Sue Blakemore, his wife, by deed recorded in Book 151, Page 749 in the Cooper County, Missouri land records to the North line of Jackson Road and being the Southeast corner of said Blakemore tract; Thence Easterly along said North line of Jackson Road to the intersection of said North line with the South right-of-way line of aforesaid Missouri State Highway '87'; Thence Southeasterly along said right-of-way line to the intersection of said right-of-way with the centerline of Old Highway 87 (a/k/a Hail Ridge Court); Thence Southeasterly along said centerline to the intersection of said centerline with the West line the Southeast Quarter Section 8, Township 48 North, Range 16 West at the Northwest corner of a tract of land conveyed to Gerald Vaughn Sell, a married person, by deed recorded as Document No. 2019-0651 in the Cooper County, Missouri land records; Thence Southerly along the West line of said Sell tract to the Southwest corner thereof; Thence Easterly along the South line of said Sell tract to a corner of the Eastern boundary line of a tract of land conveyed to Annetta C. Mitchell by deed recorded as Document No. 2018-1743 in the Cooper County, Missouri land records; Thence Southerly along said Eastern boundary of said Mitchell tract to the North right-of-way line of Interstate Highway '70' and being the Southeast corner of said Mitchell tract; Thence Westerly along said right-of-way line to its intersection with the Northerly projection of the West line of a tract of land conveyed to Roger Bax, Trustee of the Roger Bax Trust dated 5th day of January, 2006 by deed recorded as Document No. 2011-1040 in the Cooper County, Missouri land records; Thence Southerly along said Northerly extension and the West line of said Bax tract to the Southwest corner thereof; Thence Easterly along the South line of said Bax tract to the East line of Lot 12 of Holliday Hills Subdivision Plat 8 per plat recorded as Document No. 2002-1455 in the Cooper County, Missouri land records; Thence Southerly along said East line of said Lot 12 and the Southerly extension thereof to the centerline of Steven Kole Court (Kole Drive); Thence Westerly along said centerline to the Eastern boundary line of Lot 14 of aforesaid Holliday Hills Subdivision Plat 8; Thence Southerly along said Eastern boundary line of said Lot 14 and the East line of Lots 33, 34 and 35 of said Holliday Hills Subdivision Plat 8 to the North line of Holliday Hills Subdivision Plat 4 per plat recorded Plat Book 7, Page 165 in the Cooper County, Missouri land records and being the Southeast

corner of Lot 35 of said Holliday Hills Subdivision Plat 8; Thence Westerly along said North line of said Holliday Hills Subdivision Plat 4 to the Northwest corner thereof and being the Northwest corner of Lot 8 of said Holliday Hills Subdivision Plat 4; Thence Southerly along the West line of said Lot 8 of Holliday Hills Plat 4 to the to the Northwest corner of Lot 28 of Holliday Hills Subdivision Plat 3 per plat recorded in Plat Book 7, Page 156 in the Cooper County, Missouri land records and being the most Southern corner of said Lot 8 of aforesaid Holliday Hills Subdivision Plat 4; Thence Southeasterly along the West line of said Lot 28 and the West line of Lots 29, 44, 45, 46, and 47 to the Southwest corner of said Lot 47; Thence Southwesterly along the Southwest projection of said West line of said Lot 47 to the Northwest corner of Lot 48 of said Holliday Hills Subdivision Plat 3; Thence Southwesterly along said West line of said Lot 48 to the Southwest line of said Holliday Hills Subdivision Plat 3 at the Southwest or most Western corner of said Lot 48; Thence Southeasterly along said Southwest line to the Southeast corner of Lot 68 of said Holliday Hills Subdivision Plat 3; Thence Northeasterly along said Eastern boundary line of said Lot 68 and Lots 69, 70, and 71 to a point on said East line of Lot 71 from which the Southeast corner of said Lot 71 bears South 06°10' West a distance of 41.81 feet; Thence Easterly along the North line of a tract of land conveyed to Charles Loesing and Patricia Loesing by deed recorded in Book 546, Page 465 in the Cooper County, Missouri land records to its intersection with the Southwesterly projection of the Southeast line of Lots 5, 6 & 7 of Loesing Addition Plat 1 per plat recorded in Plat Book 8, Page 210 in the Cooper County, Missouri land records; Thence Northeasterly along said Southwesterly projection and the Southeast line of said Lot 5, 6, & 7 to the West right-of-way line of Missouri State Highway '87' and being the Southeast corner of said Loesing Addition Plat 1; Thence Southerly along said right-of-way line to the intersection of said right-of-way line with the South line of aforesaid Section 17, Township 48 North, Range 16 West; Thence Westerly along said South line of Section 17 and the South line of aforesaid Section 18 Township 48 North, Range 16 West to the North line of Missouri State Highway 'U' in the Southeast Quarter of said Section 18; Thence Westerly along said North line of Highway 'U' to the intersection of said North line with the South line of Doyle Road; Thence Westerly along said South line of Doyle Road to the intersection of said South line with the East right-of-way line of Missouri State Highway 'B'; Thence Northerly along said right-of-way line to the Southwest corner of a tract of land conveyed to RCB Properties of Central Missouri, L.L.C. by deed recorded as Document No. 2013-2028 in the Cooper County, Missouri land records; Thence Easterly along the Southern boundary line of said RCB Properties of Central Missouri, L.L.C. tract to the Southeast corner thereof in the Northwest Quarter of aforesaid Section 13, Township 48 North, Range 17 West; Thence Northerly along the East line of said RCB Properties of Central Missouri, L.L.C. tract to the South line of a tract of land conveyed to George B. Tedrow and Carolyn L. Tedrow, his wife, by deed recorded in Book 137, Page 440 in the Cooper County, Missouri land records; Thence Westerly along the South line of said Tedrow tract to the Southwest corner thereof; Thence Northerly along the West line of said Tedrow tract and the Northerly projection thereof to the North right-of-way line of Missouri State Highway '70' ; Thence Westerly along said North right-of-way line to its intersection with the West line of a tract of land conveyed to Louise Cary in a Judgement recorded in Book 414, Page 164 in the Cooper County, Missouri land records and being in the Southeast Quarter of Section 11, Township 48 North, Range 17 West; Thence Northerly and Westerly along the Western boundary line of said Cary tract to the aforesaid East right-of-way line Missouri State Highway 'B'; Thence Northerly along said right-of-way line to the Northwest corner of a tract of land conveyed to Cooper County Community Hospital LLC, A Delaware limited liability company, by deed recorded as Document No. 2018-0275 in the Cooper County, Missouri land records; Thence Easterly along the North line of said Cooper County Community Hospital LLC tract to the East line of Section 11, Township 48 North, Range 17 West and being the Northeast corner of said Cooper County Community Hospital LLC tract; Thence Northerly along said East line to the Northwest corner of a tract of land conveyed to Donald E. and Diana Foster by deed recorded in Book 220, Page 343 in the Cooper County, Missouri land records; Thence Northeasterly along the North line of said

Foster tract to the West line of Rankin Mill Lane and being the Northeast corner of said Foster tract; Thence Southeasterly diagonally across said Rankin Mill Lane to the most Western corner of a tract of land conveyed to Edward Oswald, II by deed recorded as Document No. 2016-138 in the Cooper County, Missouri land records; Thence Northerly along the Western boundary line of said Oswald tract to the South line of Woodland Park Plat 2 per plat recorded in Plat Book 8, Page 15 in the Cooper County, Missouri land records; Thence Easterly along said South line to the Southeast corner thereof and being the Southeast corner of Lot 28 of said Woodland Park Plat 2; Thence Northerly along the East line of said Woodland Park Plat 2 along the East line of said Lot 28 and Lots 27, 26, 25, 24, 23, 22, 21 and 20 to the South line of aforesaid Section 1, Township 48 North, Range 17 West and being the Northeast corner of said Lot 20; Thence Westerly along said South line to the Southwest corner thereof; Thence Northerly along said West line to the point of beginning.

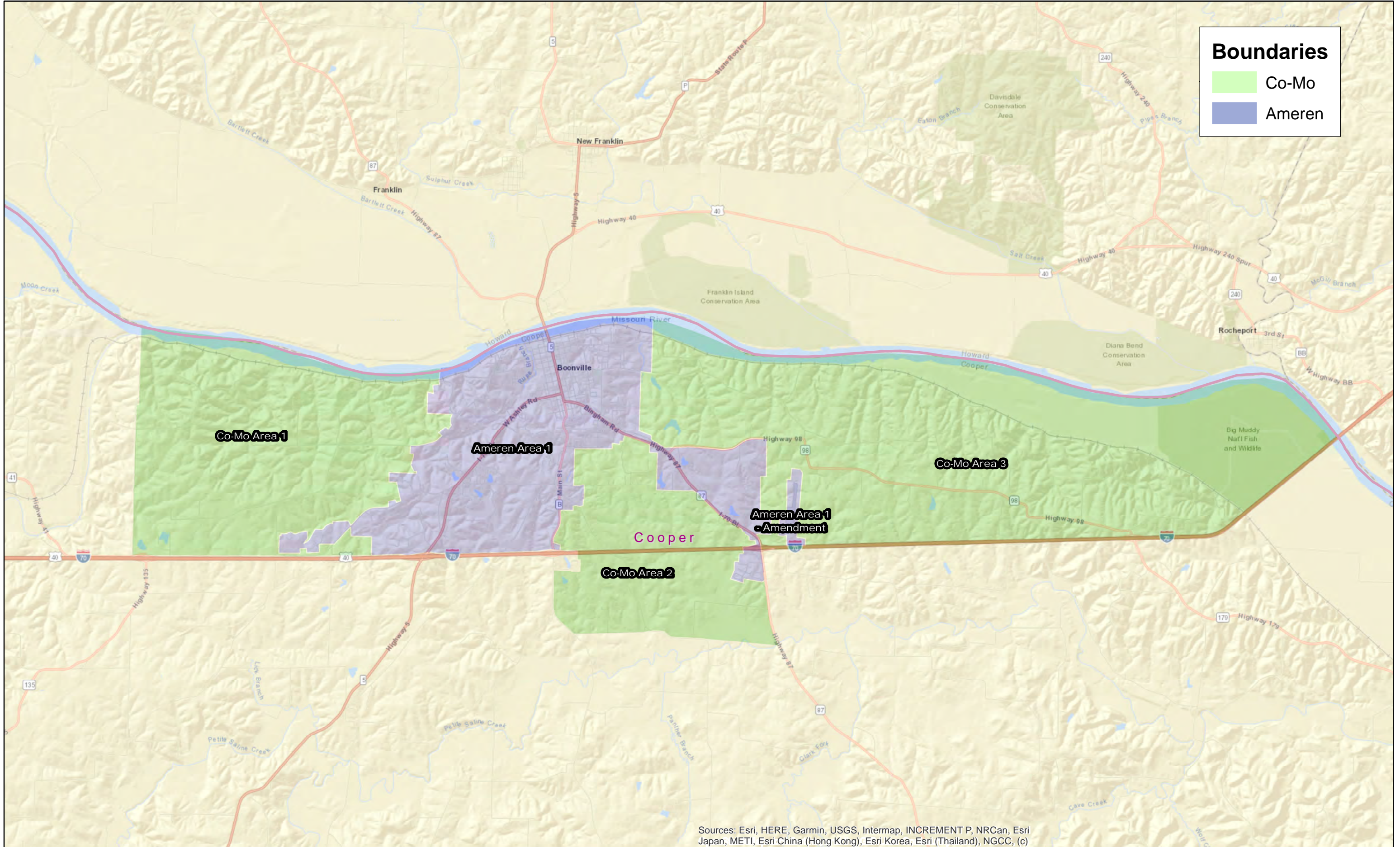
Co-Mo and Ameren Boundary - Cooper County

Boonville Area



Boundaries

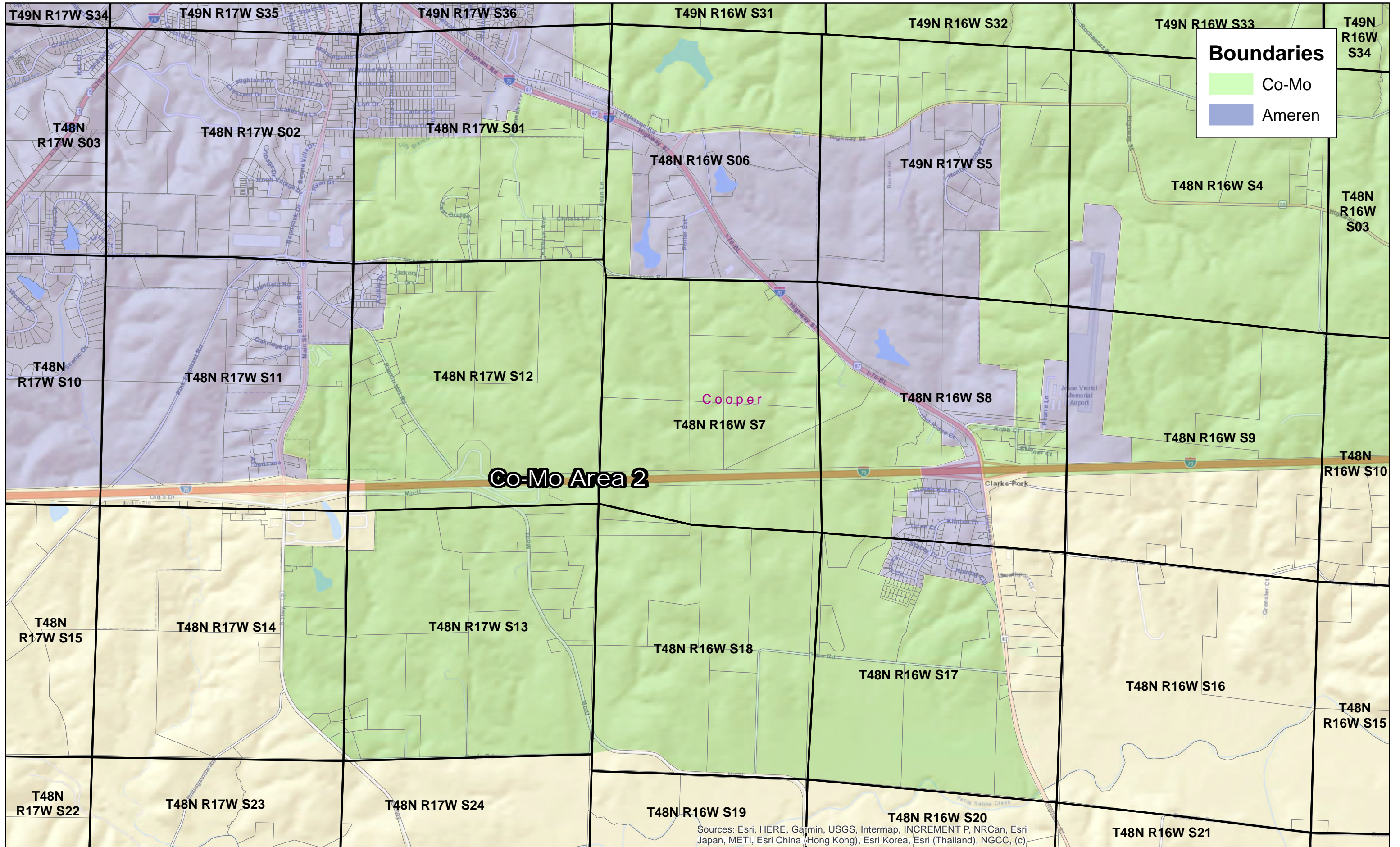
- Co-Mo
- Ameren



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c)

Co-Mo and Ameren Boundary - Cooper County

Boonville Area - Co-Mo Area 2



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c)

Cooper County Co-MO Boundary Description

(Co-MO Area 3)

Sections 3, 4, 5, 6, 7, 8 & 9 and U.S. Survey Nos. 2623, 2624, 2718, 2836, & 2870, Township 48 North, Range 15 West, U.S. Survey Nos. 2734, 2926, 2545, 2869, 2794, 2807, 2878 and Sections 1, 2, 3, 4, 5, 6, 8, 9, 10, 11 & 12, Township 48 North, Range 16 West, U. S. Survey Nos. 2554, 2837, 2585, 2584 and Sections 29, 30, 31, 32, 33, 34, 35 & 36, Township 49 North, Range 16 West, and Sections 31, 32, 33 & 34 and U.S. Survey Nos. 2781, 2797, 2718, 2749, 2623, Township 49 North, Range 15 West, of the Fifth Principal Meridian and being more particularly described as follows: Beginning at the Southwest corner of aforesaid Section 30, Township 49 North, Range 16 West; Thence Northerly along the West line of said Section 30 to the centerline of the Missouri River in the Southwest Quarter of said Section 30; Thence Easterly along said centerline to the intersection of said centerline with the South right-of-way line of Interstate Highway No. '70' in the Southeast Quarter of aforesaid Section 34, Township 49 North, Range 15 West; Thence Southwesterly along said right-of-way line to the intersection of said right-of-way line with the Northeast right-of-way line of Missouri State Highway No. '87' in the Southeast Quarter of Section 8, Township 48 North, Range 16 West; Thence Northwesterly along said right-of-way line of said Missouri State Highway '87' to the intersection of said right-of-way line with the North line of Pearre Lane in said Southeast Quarter of aforesaid Section 8, Township 48 North, Range 16 West; Thence Easterly along said North line of Pearre Lane to the Southeast corner of a tract of land conveyed to the City of Boonville, Missouri, a Municipal Facility, of the County of Cooper, State of Missouri by deed recorded as Document No. 2016-2984 in the Cooper County, Missouri land records; Thence Northerly and Westerly along the Eastern boundary line of said City of Boonville tract to the South line of aforesaid Section 5, Township 48 North, Range 16 West and being the Northeast corner of said City of Boonville tract; Thence Westerly along said South line to the Southwest corner of a 158.98 acre, more or less, tract of land conveyed to Troy Thurman Construction Company, Inc., by deed recorded as Document No. 2020-0685 in the Cooper County, Missouri land records; Thence Northerly along the Western boundary line of said 158.98 acre tract conveyed to Thurman Construction Company, Inc. tract to the South line of Hunters Ridge Subdivision per plat recorded in Book 7, Page 370 in the Cooper County, Missouri land records and being a corner of said Thurman Construction Company, Inc., tract; Thence Easterly along said South line to the Southeast corner thereof; Thence Northerly along the East line of said Hunters Ridge Subdivision to the South right-of-way line of Missouri State Highway '98'; Thence Westerly along said South right-of-way line of said Missouri State Highway '98' to the Northwest corner of a tract of land conveyed to Laurence E. Smith, Trust by deed recorded in Book 356, Page 316 in the Cooper County, Missouri land records and being the Northeast corner of a tract of land conveyed to Randall J. Potter by deed recorded in Book 499, Page 360 in said land records; Thence diagonally across Jefferson Road to the North line of said Jefferson Road at the Southeast corner of a tract of land conveyed to Peggy Cook and Dickie Rohlfing by deed recorded in Book 562, Page 350 in the Cooper County, Missouri land records; Thence Northwesterly along said North line of Jefferson Road to the Southeast corner of a tract of land conveyed to Gregory C. Thoma by deed recorded as Book 472, Page 32 in the Cooper County, Missouri land records; Thence Northerly along the East line of said Thoma tract to a corner of the City limits of the City of Boonville, Missouri per Ordinance #4324 recorded as Document No. 2015-1964 in the Cooper County, Missouri land records in the Northwest Quarter of aforesaid Section 2, Township 48 North, Range 16 West; Thence Northwesterly along said line of Boonville City limits line recorded as Document No. 2015-1964 to the City limits of the City of Boonville, Missouri as approved on August 30, 1927; Thence Northerly along said line of the City limits to the City of Boonville approved on August 30, 1927 to the intersection of said line with the South line of Rocheport Road; Thence Easterly along said South line of Rocheport Road in the Southeast Quarter of the Northeast Quarter of aforesaid Section 36, Township 49 North, Range 17 West; Thence Easterly

along said South line to the East line of said Section 36, Township 49 North, Range 17 West; Thence Northerly along said East line to the point of beginning.

-BUT NOT-

A tract of 72.68 acres of land in part in Section 4 and Section 9, Township 48 N, Range 16 W, west of the 5th principal meridian, Cooper County, Missouri, described as follows: The point of beginning being at the northwest corner of Section 9, lying on the west lines of the tract; thence north on a bearing of N 0 degrees 46 minutes 33 seconds W, along the west line of Section 4, a distance of 1,427.02 feet; thence east on a bearing of S 85 degrees 23 minutes 54 seconds E, a distance of 912.00 feet; thence south on a bearing of S 3 degrees 23 minutes 30 seconds W, a distance of 4,087.70 feet to the south line of the NW 1/4 of said Section 9; thence west on a bearing of N 85 degrees 23 minutes 54 seconds W, a distance of 650.00 feet along the south line of the NW 1/4 of said Section 9 to the southwest corner of the NW 1/4 of said Section 9; thence north along the west line of said Section 9 on a bearing of N 0 degrees 00 minutes 00 seconds W, a distance of 2,674.67 feet to the point of beginning.

-NOR-

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 48 NORTH, RANGE 16 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, COOPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER SECTION, SAID POINT BEING A FOUND STONE; THENCE ON A BEARING OF SOUTH 01 DEGREES 22 MINUTES 44 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, (THIS AND ALL BEARINGS REFERRED TO IN THIS DESCRIPTION ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE) A DISTANCE OF 2526.59 FEET TO A POINT, SAID POINT BEING AN IRON BAR AND CAP STAMPED LS 189, AND LYING 138.68 FEET NORTHERLY OF AN IRON BAR AND CAP (STAMPED LS 189) FOUND AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 8, AS MEASURED ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER AND SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NEW MADRID SURVEY NUMBER 2878 AS REFERENCED BY A SURVEY RECORDED IN THE SURVEY RECORD BOOK 7 AT PAGE 95, AND SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON A BEARING OF NORTH 84 DEGREES 21 MINUTES 39 SECONDS WEST ALONG THE NORTH LINE OF SAID NEW MADRID SURVEY NUMBER 2878, A DISTANCE OF 591.86 FEET TO A POINT ON SAID NORTH LINE; THENCE ON A BEARING OF NORTH 04 DEGREES 46 MINUTES 05 SECONDS EAST, A DISTANCE OF 1329.90 FEET TO A POINT; THENCE ON A BEARING OF SOUTH 85 DEGREES 13 MINUTES 55 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID CENTERLINE OF SAID EXISTING RUNWAY, A DISTANCE OF 512.50 FEET TO A POINT ON THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SAID SECTION 8; THENCE ON A BEARING OF SOUTH 01 DEGREES 22 MINUTES 44 SECONDS WEST ALONG SAID EASTERLY QUARTER SECTION LINE, A DISTANCE OF 1341.24 FEET, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF CONTAINS 736,596 SQUARE FEET, OR 16.910 ACRES, MORE OR LESS.

NOR

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 48 NORTH, RANGE 16 WEST, COUNTY OF COOPER, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER SECTION, SAID POINT BEING A FOUND STONE; THENCE

ON A BEARING OF SOUTH 01 DEGREES 22 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, (THIS AND ALL BEARINGS REFERRED TO IN THIS DESCRIPTION ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE) A DISTANCE OF 2617.77 FEET, TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE EASTERLY LINE OF SAID NORTHEAST QUARTER AND THE NORTHERLY RIGHT-OF-WAY LINE OF PEARRE ROAD AS IT NOW EXISTS, SAID NORTHERLY RIGHT-OF-WAY LINE DESCRIBED IN A WARRANTY DEED FROM S.A. PEARRE AND GOLDIE PEARRE, HUSBAND AND WIFE, TO THE CITY OF BOONVILLE, DATED AUGUST 17, 1973 AND RECORDED IN BOOK 149 AT PAGE 83 IN THE OFFICE OF THE RECORDER OF DEEDS, COOPER COUNTY, MISSOURI, SAID POINT LYING 47.50 FEET NORTHERLY OF AN IRON BAR AND CAP (STAMPED LS 189) FOUND AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 8, AS MEASURED ALONG SAID EASTERLY LINE OF THE NORTHEAST QUARTER, SAID POINT ALSO BEING THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 52 DEGREES 27 MINUTES 40 SECONDS AND AN INITIAL TANGENT BEARING OF SOUTH 42 DEGREES 39 MINUTES 26 SECONDS WEST, SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 187.70 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 68 DEGREES 53 MINUTES 16 SECONDS WEST, A CHORD DISTANCE OF 181.21 FEET TO A POINT; THENCE ON A BEARING OF NORTH 84 DEGREES 58 MINUTES 57 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 434.14 FEET TO A POINT; THENCE ON A BEARING NORTH 4 DEGREES 46 MINUTES 05 SECONDS EAST, A DISTANCE OF 177.23 FEET TO A POINT; THENCE ON A BEARING OF SOUTH 84 DEGREES 21 MINUTES 39 SECONDS EAST ALONG SAID NORTH LINE OF SAID NEW MADRID SURVEY, NUMBER 2878, A DISTANCE OF 591.86 FEET TO A POINT ON SAID EAST LINE OF SAID NORTHEAST QUARTER OF SAID SECTION 8; THENCE ON A BEARING OF SOUTH 01 DEGREES 22 MINUTES 44 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 91.18 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 99,730 SQUARE FEET, OR 2.290 ACRES, MORE OR LESS.

Nor a fee simple interest in land formerly owned by Jesse Viertel more particularly described as:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 48 NORTH, RANGE 16 WEST AND IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 48 NORTH RANGE 16 WEST OF THE FIFTH PRINCIPAL MERIDIAN, COOPER COUNTY, MISSOURI MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A STONE CORNER FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE NORTH 00 DEGREES 36 MINUTES 48 SECONDS EAST, (THIS AND ALL OTHER BEARINGS REFERENCED TO IN THIS DESCRIPTION ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE) ALONG THE WESTERLY LINE OF SAID SECTION 4, A DISTANCE OF 1427.02 FEET TO THE NORTHWEST CORNER OF THE JESSE VIERTEL MEMORIAL AIRPORT BOONVILLE AS DESCRIBED IN A WARRANTY DEED FROM ALMA E. VIERTEL TO THE CITY OF BOONVILLE, DATED JULY 20, 1973 AND RECORDED IN BOOK 149 AT PAGE 81, IN THE OFFICE OF THE RECORDER OF DEEDS, COOPER COUNTY, MISSOURI; THENCE SOUTH 84 DEGREES 00 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID WARRANTY DEED, A DISTANCE OF 253.57 FEET TO A POINT ON A LINE LYING 400.00 FEET WESTERLY OF AND PARALLEL TO THE EXTENDED CENTERLINE

OF THE RUNWAY OF SAID JESSE VIERTEL MEMORIAL AIRPORT - BOONVILLE AS IT NOW EXISTS, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 04 DEGREES 46 MINUTES 05 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 814.42 FEET TO A POINT; THENCE SOUTH 85 DEGREES 13 MINUTES 55 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID EXTENDED CENTERLINE OF SAID EXISTING RUNWAY, A DISTANCE OF 600.00 FEET TO A POINT ON A LINE LYING 200.00 FEET EASTERLY OF AND PARALLEL TO SAID EXTENDED CENTERLINE OF SAID EXISTING RUNWAY; THENCE SOUTH 40 DEGREES 13 MINUTES 55 SECONDS EAST, A DISTANCE OF 282.84 FEET TO A POINT ON A LINE LYING 400.00 FEET EASTERLY OF AND PARALLEL TO SAID EXTENDED CENTERLINE OF SAID EXISTING RUNWAY; THENCE SOUTH 04 DEGREES 46 MINUTES 05 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 2,052.58 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 4; THENCE CONTINUING SOUTH 04 DEGREES 46 MINUTES 05 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 2655.34 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 84 DEGREES 08 MINUTES 43 SECONDS WEST ALONG SAID SOUTHERLY LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 142.66 FEET TO THE SOUTHEAST CORNER OF SAID WARRANTY DEED FROM ALMA E. VIERTEL TO THE CITY OF BOONVILLE; THENCE NORTH 04 DEGREES 46 MINUTES 51 SECONDS EAST ALONG THE EASTERLY LINE OF SAID WARRANTY DEED, A DISTANCE OF 2655.67 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 4; THENCE CONTINUING NORTH 04 DEGREES 46 MINUTES 51 SECONDS EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 1421.07 FEET TO THE NORTHEAST CORNER OF SAID WARRANTY DEED FROM ALMA E. VIERTEL TO THE CITY OF BOONVILLE; THENCE NORTH 84 DEGREES 00 MINUTES 32 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID WARRANTY DEED, A DISTANCE OF 658.43 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 1,217,977 SQUARE FEET OR 27.961 ACRES MORE OR LESS.

NOR (c) an avigation easement upon and over land owned by Jesse Viertel more particularly described as:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 48 NORTH, RANGE 16 WEST OF THE PRINCIPAL MERIDIAN, COOPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT A STONE CORNER FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE NORTH 00 DEGREES 36 MINUTES 48 SECONDS EAST, (THIS AND ALL OTHER BEARINGS REFERENCED TO IN THIS DESCRIPTION ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE) A DISTANCE OF 1427.02 FEET TO THE NORTHWEST CORNER OF THE JESS VIERTEL MEMORIAL AIRPORT - BOONVILLE AS DESCRIBED IN WARRANTY DEED FROM ALMA E. VIERTEL TO THE CITY OF BOONVILLE, DATED JULY 20, 1973 AND RECORDED IN BOOK 149 AT PAGE 81, IN THE OFFICE OF THE RECORDER OF DEEDS, COOPER COUNTY, MISSOURI; THENCE SOUTH 84 DEGREES 00 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID WARRANTY DEED, A DISTANCE OF 253.57 FEET TO A POINT ON A LINE LYING 400.00 FEET WESTERLY OF AND PARALLEL TO THE EXTENDED CENTERLINE OF THE RUNWAY OF SAID JESSE VIERTEL MEMORIAL AIRPORT -BOONVILLE AS IT NOW EXISTS; THENCE NORTH 04 DEGREES 46 MINUTES 05 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 814.42 FEET TO A POINT; THENCE SOUTH 85 DEGREES 13 MINUTES 55 SECONDS EAST ALONG A LINE PERPENDICULAR TO

SAID EXTENDED CENTERLINE OF SAID EXISTING RUNWAY, A DISTANCE OF 130.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 56 MINUTES 33 SECONDS WEST, A DISTANCE OF 803.99 FEET TO A POINT; THENCE SOUTH 85 DEGREES 13 MINUTES 55 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID EXTENDED CENTERLINE OF SAID EXISTING RUNWAY, A DISTANCE OF 700 FEET TO A POINT; THENCE SOUTH 10 DEGREES 28 MINUTES 43 SECONDS WEST, A DISTANCE OF 867.95 FEET TO A POINT; THENCE ALONG A BEARING OF NORTH 40 DEGREES 13 MINUTES 55 SECONDS WEST, A DISTANCE 90.0 FEET TO A POINT; THENCE ALONG A BEARING OF NORTH 85 DEGREES 13 MINUTES 55 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID EXTENDED LINE OF SAID EXISTING RUNWAY, A DISTANCE OF 469.99 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 498,228 SQUARE FEET OR 11.438 ACRES MORE OR LESS.

-NOR-

Commencing at the Northwest corner of said Northwest Quarter of the Southwest Quarter of Section 9, thence along the Quarter Section line, South 85 Degrees 32' 30" East 1124 feet to the Southeasterly right-of-way line of a tract described in Deed Book 149, Page 83 and the true point of beginning; thence continuing along said Quarter Section line South 85 Degrees 32' 30" East 1366.35 feet to the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 9; thence along the Quarter/Quarter Section line, South 00 Degrees 54' 10" East 516.72 feet to the North right-of-way line of Interstate Highway 70, thence along the North right-of-way line of Interstate Highway 70, South 87 Degrees 06' 05" West 1369.06 feet to the West line of said Section 9; thence along the said West line of Section 9, North 01 Degrees 10' 42" West 683.40 feet to the South right-of-way line of a tract described in Deed Book 149, Page 83; thence along said South right-of-way line on a non-tangent curve to the left having a radius of 255.00 feet, an arc length of 14.14 feet and a chord bearing and distance of North 51 Degrees 07' 50" East 14.13 feet to the point of beginning, containing 19.02 acres.

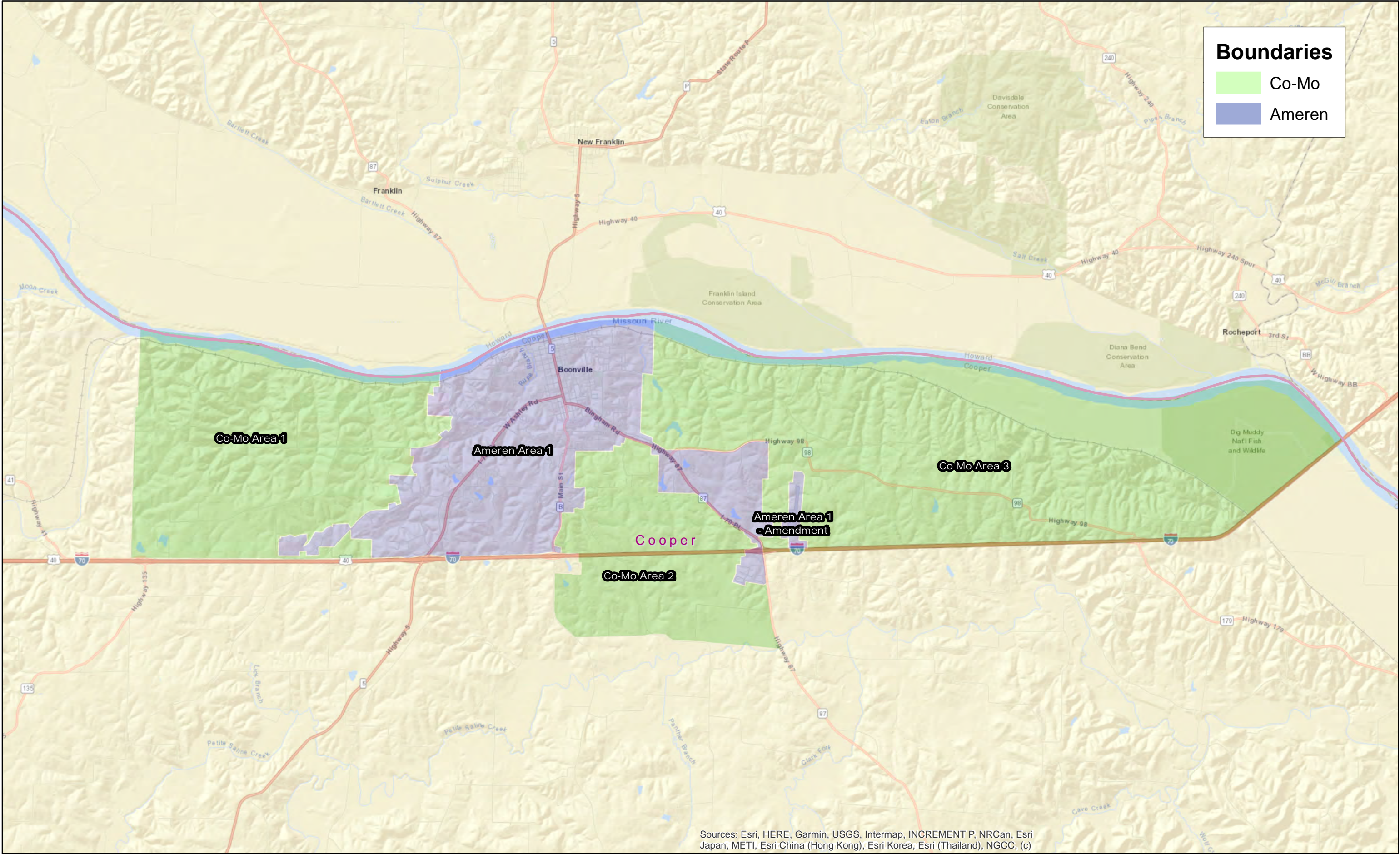
Co-Mo and Ameren Boundary - Cooper County

Boonville Area



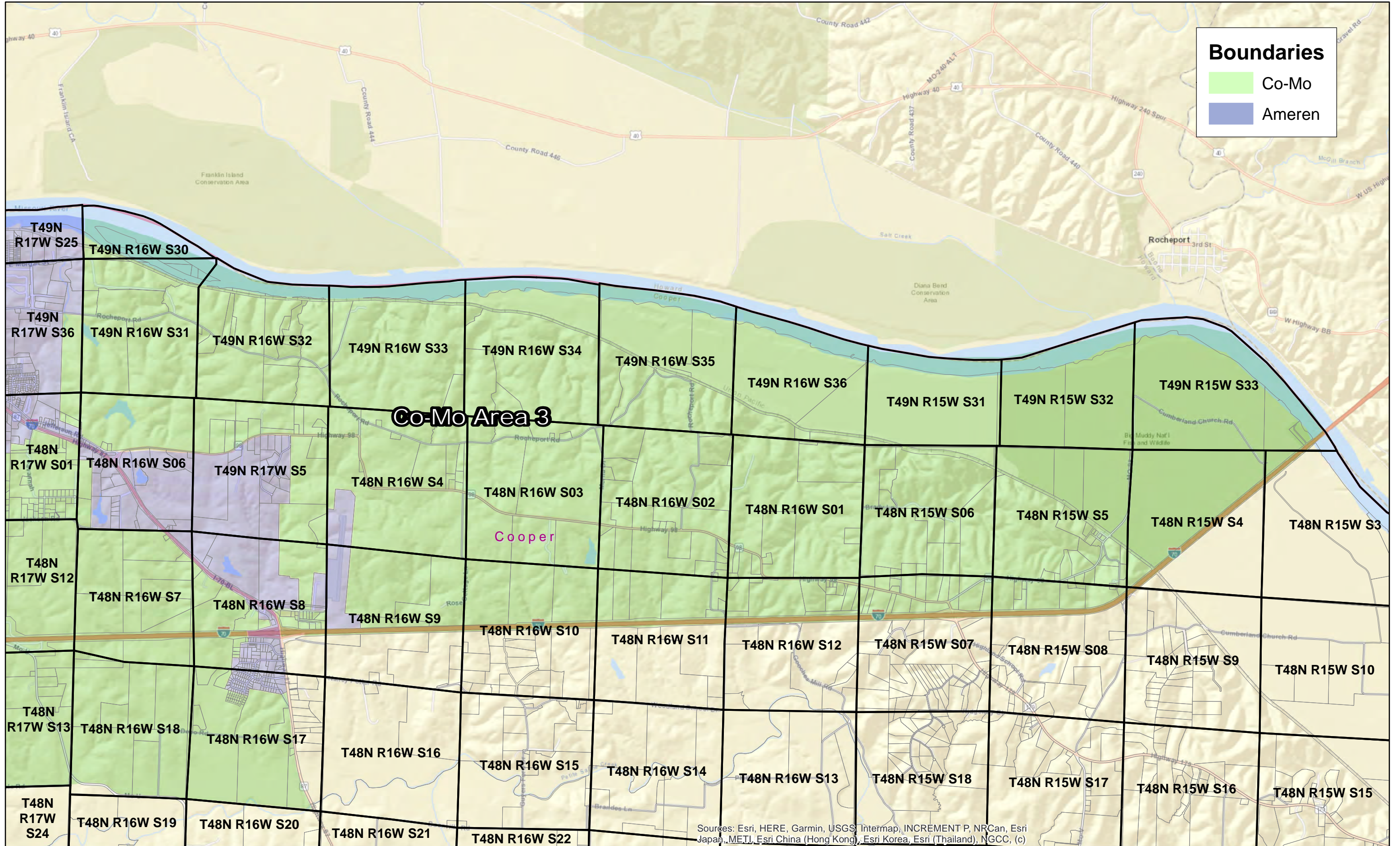
Boundaries

- Co-Mo
- Ameren



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c)

Co-Mo and Ameren Boundary - Cooper County Boonville Area - Co-Mo Area 3



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c)

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

In the Matter of the Application of Co-Mo)
Electric Cooperative for Approval of)
Designated Service Boundaries Within)
Portions of Cooper County, Missouri.) File No. EO-2022-0190

STIPULATION AND AGREEMENT

COMES NOW Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri” or “the Company”) and Co-Mo Electric Cooperative, Inc. (“Co-Mo”), and for their Stipulation and Agreement (“Stipulation”) resolving this docket in its entirety, respectfully state as follows:¹

A. BACKGROUND

1. On January 18, 2022, Co-Mo initiated this case by filing its application seeking a Commission order authorizing it to serve certain newly annexed land in Boonville, Missouri.
2. Ameren Missouri opposed Co-Mo’s application.
3. As indicated in the Joint Motion to Suspend Procedural Schedule filed by the parties on May 13, 2022, Co-Mo and Ameren Missouri have reached agreement on resolving this case. Their agreement is unopposed by Staff and OPC. As outlined in detail below, Ameren Missouri has agreed to withdraw its opposition to Co-Mo’s application in this docket in consideration of Co-Mo’s and Ameren Missouri’s agreement on the terms and conditions of a Territorial Agreement, which is attached hereto and incorporated herein by this reference as Appendix 1.

B. STIPULATED TERMS

4. Ameren Missouri agrees and consents to an order of the Commission granting Co-Mo the relief sought by Co-Mo’s application in this docket, by which Co-Mo will be the

¹ The Staff and the Office of the Public Counsel (“OPC”) have authorized the Company and Co-Mo to state that it does not oppose approval of this *Stipulation*.

exclusive electric service provider for the Fox Hollow subdivision, the legal description of which is set forth in Appendix E to Co-Mo's application.

5. In consideration of Ameren Missouri's agreement, Co-Mo agrees to the terms and conditions of Appendix 1 hereto, which allocates to Ameren Missouri certain exclusive service areas in portions of Cooper, Cole, and Moniteau Counties, Missouri, and allocates certain exclusive service areas in Cooper County, Missouri to Co-Mo, in addition to the Fox Hollow subdivision.²

6. Ameren Missouri and Co-Mo agree that the order Ameren Missouri has consented to in ¶ 4 and the allocation of the Fox Hollow subdivision to Co-Mo is not detrimental to the public interest. Likewise, Ameren Missouri and Co-Mo agree that the allocation to each other of the service areas outlined in Appendix 1 hereto to each other is not detrimental to the public interest.

C. GENERAL PROVISIONS

7. This *Stipulation* is being entered into solely for the purpose of settling the issues in this docket. No Signatory waives any claim or right which it may otherwise have with respect to any matter not expressly provided for herein. No Signatory will be deemed to have approved, accepted, agreed, consented, or acquiesced to any substantive or procedural principle, treatment, calculation, or other determinative issue underlying the provisions of this *Stipulation* except as otherwise specifically set forth herein. Except as specifically provided herein, no Signatory shall be prejudiced or bound in any manner by the terms of this *Stipulation* in any other proceeding, regardless of whether this *Stipulation* is approved.

8. This *Stipulation* has resulted from extensive negotiations among the Signatories

² As indicated in the Territorial Agreement, the parties will submit in this docket final metes and bounds descriptions of the agreed-upon service areas when the work necessary to draw them up are complete.

and the terms hereof are interdependent. In the event the Commission does not approve this *Stipulation*, or approves it with modifications or conditions to which a Signatory objects, then this *Stipulation* shall be null and void, and no Signatory shall be bound by any of its provisions.

9. If the Commission does not approve this *Stipulation* unconditionally and without modification, and notwithstanding its provision that it shall become void, neither this *Stipulation*, nor any matters associated with its consideration by the Commission, shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with Section 536.090, RSMo 2016 or Article V, Section 18 of the Missouri Constitution, and the Signatories shall retain all procedural and due process rights as fully as though this *Stipulation* had not been presented for approval, and any suggestions or memoranda, testimony or exhibits that have been offered or received in support of this *Stipulation* shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any further purpose whatsoever.

10. If the Commission unconditionally accepts the specific terms of this *Stipulation* without modification, the Signatories waive, with respect only to the issues resolved herein: their respective rights (1) to call, examine and cross-examine witnesses pursuant to Section 536.070(2), RSMo 2016; (2) their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo 2016; (3) their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2, RSMo 2016; (4) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2016; and (5) their respective rights to judicial review pursuant to Section 386.510, RSMo Supp. 2020. These waivers apply only to a Commission order respecting this *Stipulation* issued in this above-captioned proceeding, and do not apply to any matters raised in any prior or subsequent Commission proceeding, or any matters

not explicitly addressed by this *Stipulation*.

11. The Signatories shall also have the right to provide, at any agenda meeting at which this *Stipulation* is noticed to be considered by the Commission, whatever oral explanation the Commission requests, as does Staff and OPC. The Signatories' oral explanations shall be subject to public disclosure, except to the extent they refer to matters that are privileged or protected from disclosure pursuant to the Commission's rules on confidential information.

12. This *Stipulation* contains the entire agreement of the Signatories concerning the issues addressed herein.

13. This *Stipulation* does not constitute a contract with the Commission and is not intended to impinge upon any Commission claim, right, or argument by virtue of the *Stipulation's* approval. Acceptance of this *Stipulation* by the Commission shall not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigative or other power which the Commission presently has or as an acquiescence of any underlying issue. Thus, nothing in this *Stipulation* is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information, or any statutory obligation.

14. The Signatories agree that this *Stipulation*, except as specifically noted herein, resolves all issues in this case, and that the agreement and its exhibits should be received into the record without the necessity of any witness taking the stand for examination. Further, contingent upon Commission approval of this *Stipulation* without modification, the Signatories hereby stipulate to the admission into the evidentiary record of the pre-filed written testimony of their witnesses.

WHEREFORE, the Signatories respectfully request that the Commission approve this *Stipulation* and the Territorial Agreement attached hereto as Appendix 1 and grant any other and

further relief as it deems just and equitable.

Respectfully submitted,

/s/ James B. Lowery

James B. Lowery, MO Bar #40503
JBL Law, LLC
3406 Whitney Ct.
Columbia, MO 65203
Telephone: (573) 476-0050

**ATTORNEY FOR UNION ELECTRIC
COMPANY d/b/a AMEREN MISSOURI**

Respectfully Submitted,

ANDERECK EVANS, LLC

BY: /s/ Megan E. Ray

Megan E. Ray #62037
3816 S. Greystone Court, Suite B
Springfield, MO 65804
(417) 864-6401
(417) 864-4967 fax
mray@lawofficemo.com

**ATTORNEY FOR CO-MO- ELECTRIC
COOPERATIVE**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this 27th day of May 2022, served the foregoing either by electronic means, or by U. S. Mail, postage prepaid addressed to all parties of record.

/s/James B. Lowery

James B. Lowery

TERRITORIAL AGREEMENT

between

**UNION ELECTRIC COMPANY
d/b/a AMEREN MISSOURI**

and

CO-MO ELECTRIC COOPERATIVE, INC.

TERRITORIAL AGREEMENT

This Agreement is made and entered into as of the 27th day of May, 2022, by and between UNION ELECTRIC COMPANY d/b/a/ Ameren Missouri ("Company") and CO-MO ELECTRIC COOPERATIVE, INC. ("Cooperative"). Company and Cooperative are sometimes referred to herein singularly as a "Party" and collectively as the "Parties."

RECITALS

- A. Company is authorized by law to provide electric service within the State of Missouri, including in portions of Cooper, Cole, and Moniteau Counties;
- B. Cooperative is authorized by law to provide electric service within the State of Missouri, including in portions of Cooper, Cole, and Moniteau Counties;
- C. The Missouri Legislature, by Section 394.312 RSMo. (2016), 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 certain areas of the above-listed counties, and to minimize disputes which may result in higher costs in serving the public;
- E. Company and Cooperative desire to reduce the wasteful duplication of Customer service equipment and offer improved level of service to their Customers; and
- F. Company and Cooperative believe that this Agreement is beneficial to the public interest.

AGREEMENT

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

ARTICLE 1.

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 the 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 effective date of an order issued by the Missouri Public Service Commission (“Commission”) pursuant to Section 394.312 approving this Agreement.

1.4 **Electric Power Provider** shall mean any other electric corporation and/or rural electric cooperative.

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. This term shall also mean (i) any replacement of an Existing Structure (“Replacement Structure”), provided that said Replacement Structure is (a) located completely within the boundary of the property on which the Existing Structure is located, (b) used for the same purpose as the Existing Structure it is replacing, and (c) the Existing Structure is totally removed from the property within six months of completion of the Replacement Structure;

(ii) any maintenance, repair, remodeling, or partial replacement of an existing

- structure; and
- (iii) 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, 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.
- 1.9 **Structure** shall mean an agricultural, residential, commercial, industrial, or other building or a mechanical installation, machinery or apparatus, but shall not include customer-owned meter wiring. A Structure shall include an original structure and any contiguous addition to 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, this Agreement designates the boundaries of a portion of electric service area of Company and Cooperative in portions of Cooper, Cole, and Moniteau Counties and only for purposes of this Agreement. The Company

agrees not to serve New Structures in the areas described in Article 3, hereinafter referred to as the “Exclusive Service Areas of the Cooperative.” Likewise, Cooperative agrees not to serve New Structures in the areas described in Article 4, hereinafter referred to as the “Exclusive Service Areas 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 4.

- 2.2 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 customers' 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, affiliate, or subsidiary be a corporation, limited liability company, partnership, or cooperative corporation.
- 2.3 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.
- 2.4 During the time period between the execution of this Agreement and the Effective Date of this 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, (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) to fulfill the request of Public Water Service District No. 1 for service by Company at 16568 Highway 87, Boonville, Missouri.

- 2.5 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.
- 2.6 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.
- 2.7 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 7.

- 2.8 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 Commission to determine the boundaries and such determination shall be binding on all parties.
- 2.9 This Agreement does not purport to affect the rights of any Electric Power Provider.

ARTICLE 3.

EXCLUSIVE SERVICE AREA OF COOPERATIVE

This agreement concerns only the properties identified herein by the Cooperative and the Company. For the purposes of this Agreement, the Exclusive Service Area of Cooperative, as between the parties under this Agreement, shall be the area in Cooper County, Missouri depicted on Exhibit A attached hereto and incorporated herein. The Parties agree to prepare an addendum to Exhibit A and to file the same with the Commission containing a metes and bounds description of said area which, upon its filing with the Commission, shall become a part hereof as if fully set forth herein. The description will be prepared by a licensed surveyor mutually agreeable to Company and Cooperative, with each party to pay one-half of the cost of the surveyor's fees.

ARTICLE 4.

EXCLUSIVE SERVICE AREA OF COMPANY

This agreement concerns only the properties identified herein by the Cooperative and the Company. For the purposes of this Agreement, the Exclusive Service Area of Company, as between the parties under this Agreement, shall be the areas in Cooper, Cole, and Moniteau Counties, Missouri depicted on Exhibit B attached hereto and incorporated herein. The Parties agree to prepare an addendum to Exhibit A and to file the same with the Commission containing a metes and bounds description of said areas

which, upon its filing with the Commission, shall become a part hereof as if fully set forth herein. The description will be prepared by a licensed surveyor mutually agreeable to Company and Cooperative, with each party to pay one-half of the cost of the surveyor's fees.

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.

ARTICLE 6.

LOCATION OF A STRUCTURE

The location of a Structure for purposes of this Agreement shall be the geographical location at which electric energy is used, regardless of the metering point or point of delivery.

ARTICLE 7.

EXCEPTION PROCEDURE

7.1 The parties may from time to time agree to allow a New Structure or Existing Structure to receive service from one party even though the Structure is located in the exclusive service territory of another party. Any such agreement shall be made in the form of a mutually agreeable addendum hereto ("Addendum") and conform to all applicable legal and regulatory requirements, including but not limited to Section 394.312. The parties may agree to exceptions on a case-by-case basis or as part of a combined agreement and shall make best efforts to advise Commission staff ("Staff") of any Addendum prior to filing with the Commission, to the extent such a filing is required. Upon filing of any addendum for approval with the Commission, the parties shall file a service copy with the Staff and the Office of the Public Counsel.

- 7.2 Each party, pursuant to an executed Addendum, shall have the right to provide temporary service, as defined in Section 394.315, 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.
- 7.3 Each Addendum shall consist of a statement identifying the Structure or Structures implicated, the party to serve the Structure or Structures, the justification for the Addendum, and indicating that the parties support the Addendum. If the Staff, Office of the Public Counsel or other intervenor party 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 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.

ARTICLE 8.

TERM AND CONDITIONS OF PERFORMANCE

- 8.1 **Term of Agreement.** The term of this Agreement shall be perpetual, unless terminated by the Parties in accordance with Article 9, Termination.
- 8.2 **Conditions of Performance.** 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 both Company's and Cooperative's Board of Directors; and
 - B. approval of this Territorial Agreement by the Commission, which shall, at 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 this Agreement.

- 8.3 Company and Cooperative agree to undertake all actions reasonably necessary to implement this Agreement. Company and Cooperative will cooperate in presenting a Joint Application 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 of administrative approval of this Agreement. All other costs will be borne by the respective Party incurring the costs.

ARTICLE 9.

TERMINATION

- 9.1 **Termination Events.** This Agreement and the transactions contemplated by this Agreement may be terminated by mutual consent of Company and Cooperative.
- 9.2 **Effective Date of Termination.** 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.
- 9.3 **Effect of Termination.** If the transactions contemplated by this Agreement are terminated as provided herein, each Party shall pay the costs and expenses incurred by it in connection with this Agreement, 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 10.

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 respect if given, in writing, and delivered in person, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving Party at the following address:

If to Cooperative:

CO-MO ELECTRIC COOPERATIVE, INC.
Attention: Aaron Bradshaw
CEO and General Manager
29868 Highway 5, P.O. Box 220
Tipton, MO 65081
Phone: 660-433-6164

If to Company:

UNION ELECTRIC COMPANY
Attention: Ralph ("Chip") Webb
Director, Central Missouri Division
1310 Industrial Dr.
Jefferson City, MO 65102
Phone: 574-681-7100

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 11.

MISCELLANEOUS

- 11.1 **Assignment.** This Agreement shall be binding on the Parties and all subsidiaries, successors, assigns and corporate parents or affiliates of Company and Cooperative. 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. 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 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 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.
- 11.2 **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, without giving effect to its principles reflecting conflicts of laws.

- 11.3 **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.
- 11.4 **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.
- 11.5 **Impact of Commission or Court Orders.** 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.
- 11.6 **Survival.** Obligations under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.
- 11.7 **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.
- 11.8 **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.
- 11.9 **Company's Service Territory Outside This Agreement.** Company has service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, Company will continue to operate without regard to this Agreement. The principles of law, rules and regulations applicable to the

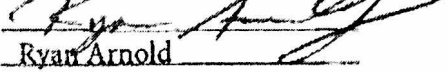
- business of retail sales of electricity shall apply without regard to this Agreement.
- 11.10 **Cooperative's Service Territory Outside This Agreement.** Cooperative has service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, Cooperative will continue to operate without regard to this Agreement. The principles of law, rules and regulations applicable to the business of retail sales of electricity shall apply without regard to this Agreement.
- 11.11 **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.
- 11.12 **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, including, but not limited to, gas service and internet service, 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.
- 11.13 **Entire Agreement.** This contract constitutes the entire agreement between the Parties relating to the allocation of service rights in the territory described herein. If the Commission does not approve this Agreement or fails to approve or rejects any portion of this Agreement, then the entire Agreement shall be nullified and of no legal effect. Further, if any part of this Agreement is declared invalid or void by a Court or other agency with competent jurisdiction, then the whole Agreement shall be deemed invalid and void.

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.

UNION ELECTRIC COMPANY

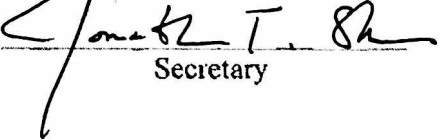
d/b/a Ameren Missouri

By 

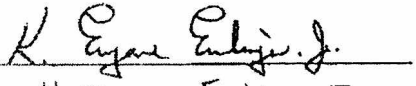
Name Ryan Arnold

Title Vice President, Division Operations

Attest:

By: 
Secretary

**CO-MO ELECTRIC
COOPERATIVE, INC.**

By 

Name K. Eugene Eulinger, Jr.

Title President

Attest:


By: 
Secretary

Exhibit A

**Exclusive Service Territory of
Co-Mo Electric Cooperative, Inc.
(Areas Shown in Blue)**

Detailed Boonville Territorial Map:

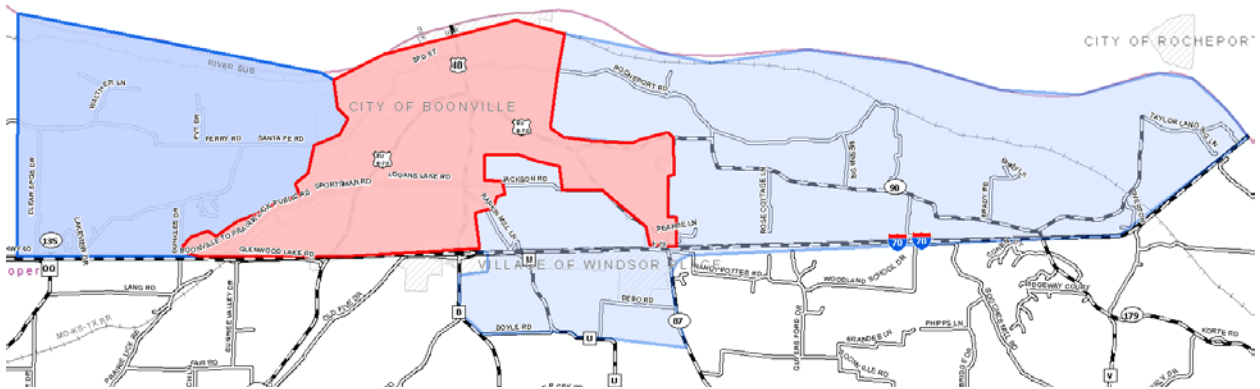
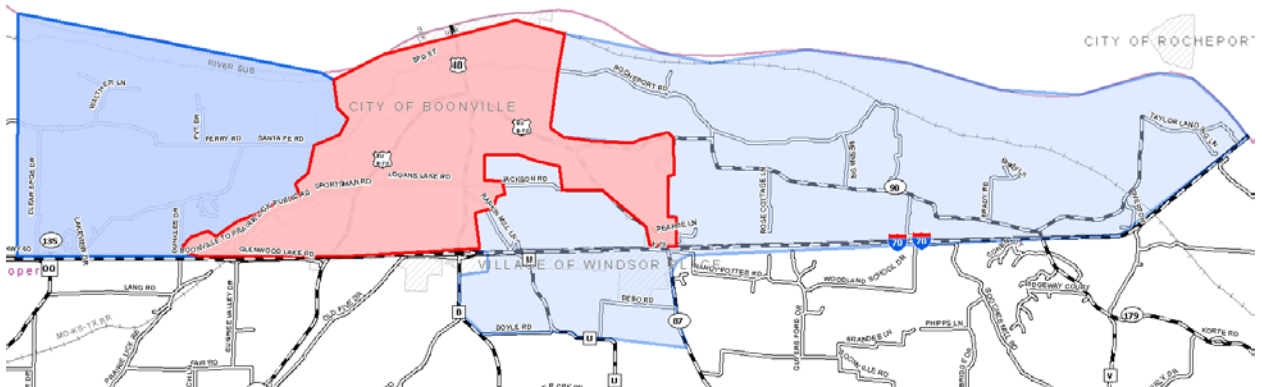


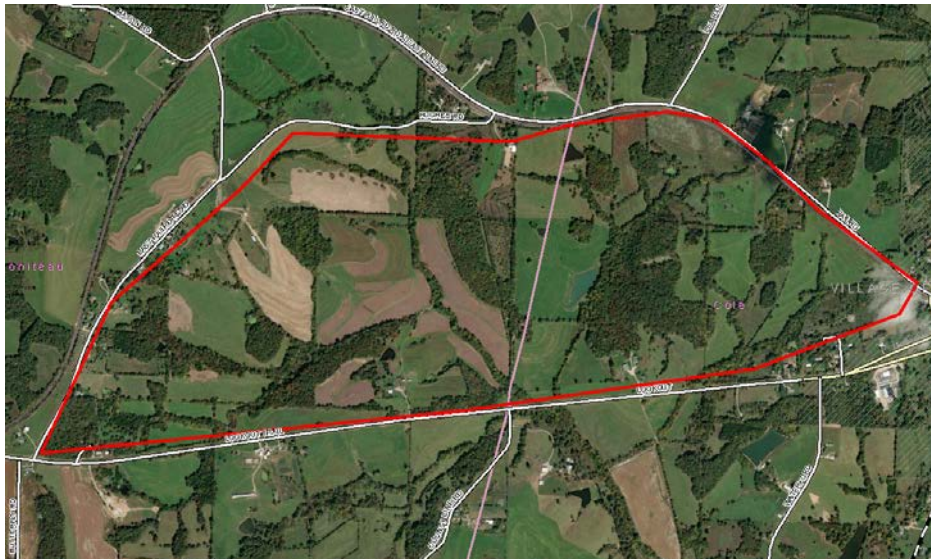
Exhibit B

Exclusive Service Territory of Union Electric Company (Area Shown in Red Near Boonville and Areas Outlined in Red in Aerial Photos for Property West of Centertown and Property Southwest of California High School)

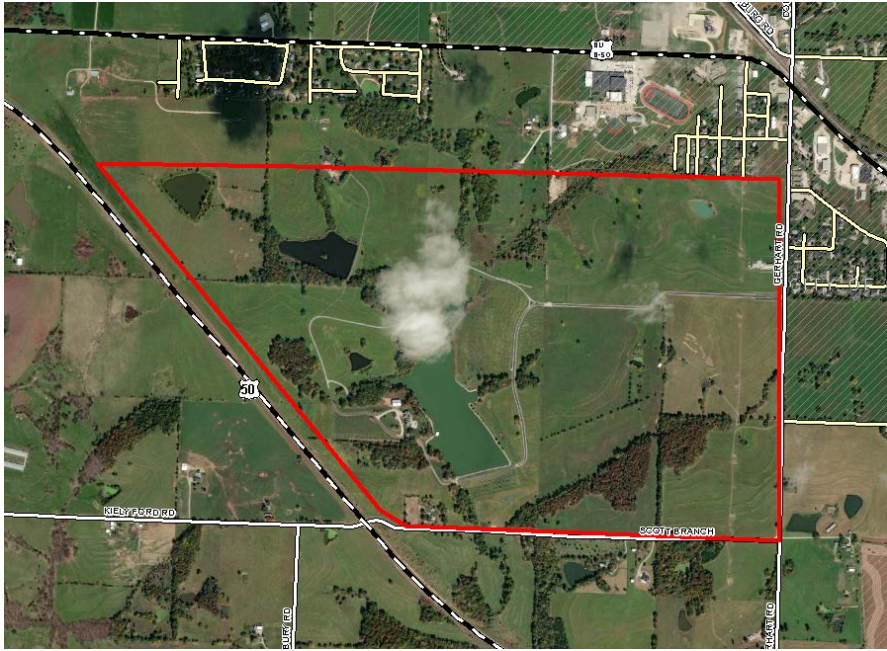
Detailed Boonville Territorial Map:



Moniteau/Cole County – Property West of Centertown:



Moniteau County – Property Southwest of California High School:



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

In the Matter of the Application of Co-Mo)
Electric Cooperative for Approval of)
Designated Service Boundaries Within)
Portions of Cooper County, Missouri.) File No. EO-2022-0332

In the Matter of the Application of Co-Mo)
Electric Cooperative for Approval of)
Designated Service Boundaries Within)
Portions of Cooper County, Missouri.) File No. EO-2022-0190

**JOINT SUBMISSION OF ADDENDUM TO
TERRITORIAL AGREEMENT**

COME NOW Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri” or “Company”) and Co-Mo Electric Cooperative, Inc. (“Co-Mo”) and hereby jointly submit their First Addendum to Territorial Agreement and, with respect thereto, state as follows:

1. Ameren Missouri and Co-Mo are parties to a Stipulation and Agreement submitted in File No. EO-2022-0190 on May 27, 2022 (the “Stipulation”). Appendix 1 to the Stipulation is a May 27, 2022 Territorial Agreement (the “Agreement”) among Ameren Missouri and Co-Mo. Exhibit A to the Agreement reflects maps of the territories allocated by the Agreement to each of Ameren Missouri and Co-Mo. The Agreement provides for a later submission of legal descriptions of those areas.

2. Ameren Missouri and Co-Mo submitted the above-referenced legal descriptions to the Commission in File No. EO-2022-0332,¹ which is a separate docket arising from File No. EO-2022-0190 in which Ameren Missouri and Co-Mo seek approval of the Agreement.

3. One of the areas in Cooper County, Missouri allocated to Co-Mo by the Agreement and described in detail in the Joint Submission as Co-Mo Area 1 includes land owned by the City

¹ See Joint Submission of Legal Descriptions (“Joint Submission”).

of Boonville, Missouri which comprises the existing City of Boonville Airport and land adjacent thereto owned by the City.²

4. Ameren Missouri and Co-Mo have agreed, given Ameren Missouri's current service to the Boonville Airport and its continuing right as provided by law to serve existing structures (or replacements of them) at the Boonville Airport, that the public interest supports amending the Agreement to allow Ameren Missouri to serve any additional structures that might be erected on the Boonville Airport property.

5. Therefore, Ameren Missouri and Co-Mo have executed the attached First Addendum to Territorial Agreement, the sole purpose of which is to exclude the Boonville Airport property from Co-Mo Area 3 in Cooper County, Missouri, and to include the Boonville Airport property in Ameren Area 1 in Cooper County, Missouri. To that end, the attached First Addendum to Territorial Agreement includes a First Amended Exhibit A which modifies the legal descriptions and the maps contained in the Joint Submission to exclude the Boonville Airport property from Co-Mo Area 3 in Cooper County, Missouri, and to include the Boonville Airport property in Ameren Area 1 in Cooper County, Missouri.

WHEREFORE, Ameren Missouri and Co-Mo pray that the Commission make and enter its order approving the Stipulation and the Territorial Agreement, as amended by the First Addendum to Territorial Agreement, and for such other and further relief as is just and appropriate under the circumstances.

Respectfully submitted,

/s/ **James B. Lowery**

James B. Lowery, MO Bar #40503

JBL Law, LLC

3406 Whitney Ct.

² The City may expand the Boonville Airport in the future, including the erection of additional structures. In this regard, Ameren Missouri and Co-Mo have agreed that Ameren Missouri would also provide electric service to any expanded airport and will submit the legal descriptions of such additional land, if it is acquired, to the Commission.

Columbia, MO 65203
Telephone: (573) 476-0050

**ATTORNEYS FOR UNION ELECTRIC
COMPANY d/b/a AMEREN MISSOURI**

/s/ Megan E. McCord

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mmccord@reclawfirm.com

**ATTORNEYS FOR CO-MO ELECTRIC
COOPERATIVE, INC.**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this 19th day of October 2022, served the foregoing
either by e-mail to all counsel of record.

/s/James B. Lowery
James B. Lowery


STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 25th day of January, 2023.




Morris L. Woodruff
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

January 25, 2023

File/Case No. EO-2022-0190 and EO-2022-0332

**Missouri Public Service
Commission**

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Union Electric Company

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Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



**Morris L. Woodruff
Secretary**

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.