

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

Julie Dietrich; Dale and Susan Doolittle;	)	
Melvin and Maria Hale; Miranda Saffle	)	
Properties, LLC; Jayson and Jenny Shriver;	)	
Diana and Jason Snider; Jonathan Vertz; and	)	
Samuel and Joann Wammack,	)	
	)	
Complainants,	)	
	)	
v.	)	<u>Case No. EC-2027-0042</u>
	)	
The Empire District Electric Company d/b/a	)	
Liberty,	)	
	)	
Respondent	)	

NOTICE OF COMPLAINT AND ORDER DIRECTING ANSWER AND STAFF REPORT

Issue Date: August 7, 2026

Effective Date: August 7, 2026

On August 7, 2026, Julie Dietrich; Dale and Susan Doolittle; Melvin and Maria Hale; Miranda Saffle Properties, LLC; Jayson and Jenny Shriver; Diana and Jason Snider; Jonathan Vertz; and Samuel and Joann Wammack (Complainants) filed a complaint with the Commission against The Empire District Electric Company d/b/a Liberty. A copy of the complaint accompanies this notice.

Rules governing procedures before the Commission are found at Commission Rule 20 CSR 4240-2. Specific provisions relating to discovery are found at Commission Rule 20 CSR 4240-2.090.

Under Commission Rule 20 CSR 4240-2.070(8), Liberty has 30 days from the date of this notice to file a response to this complaint. Thirty days after the issuance of this notice is September 6, 2026, a Sunday. As the due date would fall on a Sunday, the Commission will extend the deadline to the next business day, September 8, 2026.¹

As an alternative to the formal evidentiary hearing procedure, the Commission offers mediation. Mediation is a voluntary process in which a neutral person assists the parties in exploring opportunities for settlement. If mediation is requested, the Commission may suspend the deadlines set forth in this order.

The Commission will provide notice of this complaint case to Liberty and set a time for it to answer the complaint.

THE COMMISSION ORDERS THAT:

1. The Commission's Data Center shall send, by certified mail, a copy of this notice and order and a copy of the complaint, with the attached exhibits, to Liberty at:

The Empire District Electric Company d/b/a Liberty
602 S. Joplin Ave.
P.O. Box 127
Joplin, Missouri 64801

2. Liberty shall file an answer to this complaint, a request for mediation, or a notice of satisfaction no later than September 8, 2026. All pleadings shall be mailed to:

Secretary of the Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102-0360

or filed using the Commission's Electronic Filing and Information System (EFIS).

¹ See 20 CSR 4240-2.050(1). Additionally, September 7, 2026, is a holiday.

3. Staff shall investigate this complaint and file a report, or a request for an extension no later than September 22, 2026.

4. This order is effective when issued.



BY THE COMMISSION

Nancy Dippell

Nancy Dippell
Secretary

Charles Hatcher, Senior Regulatory
Law Judge, by delegation of authority
pursuant to Section 386.240, RSMo (2016).

Dated at Jefferson City, Missouri,
on this 7th day of August, 2026.

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

Julie Dietrich; Dale & Susan Doolittle;
Melvin & Maria Hale; Miranda Saffle
Properties, LLC; Jayson & Jenny Shriver;
Diana & Jason Snider; Jonathan Vertz;
and Samuel & Joann Wammack,

Complainants

Cause No. EC-2026-_____

vs.

The Empire District Electric Company
(d/b/a Liberty Utilities)

Respondent

FORMAL COMPLAINT AND MOTION FOR EXPEDITED TREATMENT

COME NOW Julie Dietrich; Dale & Susan Doolittle; Melvin & Maria Hale;
Miranda Saffle Properties, LLC; Jayson & Jenny Shriver; Diana & Jason Snider;
Jonathan Vertz; and Samuel & Joann Wammack (collectively “Complainants” or
“Property Owners”), pursuant to §386.390 Revised Statutes of Missouri (“R.S.Mo.”), 20
C.S.R. 4240-2.070, and the facts and law cited below, complain as follows regarding The
Empire District Electric Company (d/b/a Liberty Utilities) ("Liberty" or "Respondent").
In support of their Complaint, Complainants state:

SUMMARY OF COMPLAINT

1. Complainants are the individual owners of real properties located in
Christian and Taney Counties, Missouri. Liberty has contacted them by mail and in
person, through its land agents and attorneys, to announce that it intends to construct a

new 161 kV transmission line in approximately the same location as an existing 69 kV transmission line and that the new line will require the acquisition of easements from Complainants. Liberty has informed the Complainants that if the easements are not voluntarily conveyed, it will seek to use eminent domain powers through condemnation actions to compel acquisition. Complainants bring this formal complaint to obtain a determination by the Missouri Public Service Commission (the "Commission") that Respondent is undertaking construction of a transmission facility for which a Certificate of Convenience and Necessity ("CCN") is required under §393.170 and 20 CSR 4240-20.045. Complainants further seek an order compelling Liberty to apply for and obtain a CCN before taking any further action to acquire easement rights over Complainants' properties.

PARTIES

2. Complainants. Complainants are the owners of individual properties located in either Christian County or Taney County, Missouri (collectively, the "Properties"). Although Complainants are also electric customers of Liberty, this Complaint is brought primarily in their capacity as property owners potentially affected by Liberty's proposed project. Furthermore, many of the Complainants occupy their respective Properties. Complainants' addresses and the addresses of the affected properties are set forth in Schedule A filed with this Complaint.

3. Respondent. Liberty is an "electrical corporation" and a "public utility" as defined in §§386.020(15) and 386.020(43) R.S.Mo., and is therefore subject to the

jurisdiction of the Commission under Chapter 386 and Chapter 393 R.S.Mo. Liberty's principal place of business is 3400 Kodiak Road, Joplin, Missouri 64804.

JURISDICTION

4. This complaint is filed pursuant to Chapter 393, R.S.Mo., which prohibits an electric corporation from constructing an electric plant without Commission permission and approval. §393.170(1) R.S.Mo. The Commission has established procedures for obtaining "permission and approval" for electric corporations to construct electric plants in the form of a certificate of convenience and necessity ("CCN"). 20 CSR 4240-20.045. ELECTRIC UTILITY APPLICATIONS FOR CERTIFICATES OF CONVENIENCE AND NECESSITY. Liberty has neither applied for nor obtained a CCN for this Project.

5. The Commission has authority to hear and determine complaints against Liberty pursuant to §386.390(1), which provides that "[c]omplaint may be made by ... any corporation or person ... in writing, setting forth any act or thing done or omitted to be done by any corporation, person or public utility in violation, or claimed to be in violation, of any provision of law subject to the commission's authority, of any rule.

COUNT I

Liberty's Acquisition of, and Attempts to Acquire, Easements in Furtherance of a Project That Has Not Received a CCN from the Commission Violates §393.170(1)

6. The Southwest Power Pool (SPP) is a regional transmission organization (RTO), and Liberty is one of its member utilities. RTOs are voluntary organizations of member utilities formed under the Federal Energy Regulatory Commission (FERC) by Order No. 1000 (18 CFR Part 35) in 1999. As an RTO, SPP is a non-governmental

entity. Consequently, it possesses neither electric-plant approval authority nor facility-siting authority within the State of Missouri. Indeed, FERC has explicitly clarified that “nothing in this [Order No. 1000] is intended to limit, preempt, or otherwise affect state or local laws or regulations with respect to construction of transmission facilities, including but not limited to authority over siting or permitting of transmission facilities. *Transmission Planning and Cost Allocation by Transmission Owning and Operating Public Utilities*, 18 CFR Part 35 [Docket No. RM10-23-000; Order No. 1000] (2011). Accordingly, an SPP project designation does not exempt Liberty from its obligation to secure a Certificate of Convenience and Necessity from this Commission.

7. On June 24, 2025, SPP issued a “Notification to Construct” (The “NTC”) directed to Mr. Nate Morris at Empire District Electric Company (d/b/a Liberty). The NTC designated Liberty to construct a project (the “SPP Project”) consisting of four transmission line segments with capacities ranging from 161 kV to 345 kV.¹ The total cost of the SPP Project was estimated in 2024 at \$231,848,470. One of these designated segments requires the conversion of an existing 69 kV transmission line – running from Ozark Dam Substation at the Powersite Dam in Taney County to the Ozark South Substation in Christian County – to a 161 kV line, along with necessary substation upgrades to handle the increased voltage.

8. Upon information and belief, starting in late 2025 or early 2026, Liberty began contacting landowners affected by the SPP Project. Specifically, Liberty contacted

¹ See Exhibit 1 – SPP Notification to Construct (June 24, 2025)

property owners along the SPP Project Segment it identifies in its written materials and website as the “Ozark to Branson” line (the “Ozark to Branson Segment”). That name is a misnomer, because the segment terminates at Powersite Dam in Forsyth, Missouri. However, for consistency, Complainants will use Liberty’s description.

9. At a date unknown to Complainants, Liberty published a page on its website describing the SPP Project.² (the “Liberty Website”). On the Liberty Website, the SPP Project – which includes the Ozark to Branson Segment – is consistently described as a single, interconnected project:

- “Multi-year *transmission project* will strengthen grid, improve reliability, and increase energy supply to help ease rising costs.”
- “The Southwest Power Pool (SPP) – which manages the grid for much of the central United States – directed Liberty and other utilities to develop *this major project* in response to grid reliability challenges...”
- “Think of the 345 kV lines as the “interstate highway” of the electric grid – designed to move large amounts of power across long distances. The 161 kV lines are like “state highways” carrying that power from the main lines into regional and local systems that serve homes and businesses.”
- “*The project* will be completed in phases, each designed to strengthen and modernize the electric grid in our service area.”

² ² Exhibit 2 - Liberty Utilities, *Electric Transmission Projects*, <https://central.libertyutilities.com/all/electric-transmission-projects.html> (last visited Aug 1, 2026)

- "The Southwest Power Pool (SPP) completed their 2024 Integrated Transmission Plan (ITP) to assess the health of the regional energy grid. The ITP identified that Liberty's existing transmission line that starts in Ozark, Missouri, and ends near Branson, Missouri, must be upgraded from 69kV to 161kV. *This upgrade is part of a larger project* to strengthen the energy grid so that Liberty and SPP can continue to deliver safe and reliable electric service to customers now and for years to come, especially during times of high energy demand and extreme weather."

10. Additionally, in correspondence to Complainants, Liberty has described the Ozark to Branson Segment as "part of a larger multi-phase project that will take place over the next several years. Its goal is to strengthen the energy grid so Liberty can help meet the growing demand for electricity and continue providing safe, reliable service to Southwest Missouri and the Ozarks..."³ A version of this form letter is maintained on Liberty's website.⁴

11. Liberty retained the services of Contract Land Staff ("CLS"), a right-of-way and easement acquisition firm. CLS agents provided Complainants with initial written offers ("initial offers") for the acquisition of easement rights over their respective properties. Each initial offer included a copy of the proposed easement, a worksheet indicating the calculation of compensation and plats of Complainants' properties with the

³ Exhibit 3 - Intro Letter from Liberty to Complainant Dietrich date 2/16/2026.

⁴ Exhibit 4 - Liberty Form Intro Letter Dated 9/2/2025 located at https://central.libertyutilities.com/uploads/Liberty%20Intro%20Letter_v2_final%20approved_Blank_.pdf (Last visited August 3, 2026)

proposed easement areas overlaid.⁵ In every instance, the worksheets and plats distinguished areas termed “Existing Easement” and “Proposed Additional Easement.” Where an area was designated an “Existing Easement,” the worksheets assigned substantially less compensation to that area than to the “Proposed Additional Easement” areas. The offers appear to rely on Liberty’s assertion that it already holds easement rights of defined location and width. While that may be true in some instances, it is not universally so, and Liberty’s representations to Complainants regarding existing easement rights were often overstated. When the original transmission line on this Segment was constructed *circa* 1913 by the Ozark Power and Water Company, Ozark Power frequently failed to acquire or record easements. Instead, it obtained from the then-owners what are more accurately described as license agreements to construct and maintain “poles and fixtures.”⁶ Because these unrecorded documents do not bind subsequent purchasers, Liberty’s rights matured, at most, into prescriptive easements (ten-year statutory period).⁷ Moreover, the widths stated in these instruments varied greatly, and the rights granted were often limited to maintaining the lines and clearing trees.

12. In addition to mischaracterizing easement rights to Complainants, CLS agents claimed that Liberty possessed eminent domain authority to force the acquisitions. For the reasons stated herein, Liberty does not hold this authority. In 2022, the Missouri

⁵ Exhibit 5 – Initial Offer Documents

⁶ Exhibit 6 – 1912 and 1913 Agreements

⁷ See, *Ogg v. Mediacom, L.L.C.*, 142 S.W.3d 801, 809 (Mo. Ct. App. 2004)(“...the rights of the holder of an easement acquired by prescription are defined solely by the character and extent of the use made thereof during the prescriptive period.”).

Legislature amended the Missouri eminent domain statute to include two provisions that affect cases where agricultural or horticultural property is condemned for an “electric plant subject to a certificate of convenience and necessity.” The first provision entitles the owner to 150% of the calculated damages to the property.⁸ The second requires that at least one court-appointed commissioner be a farmer.⁹ If Liberty – or any electric corporation – is permitted to self-determine when an electric plant project is exempt from the requirement for a CCN, the intent of the Legislature will be defeated which will result in denying those property owner of their due process rights and the benefits and protections established by these statutes.

13. More recently, Liberty has made more formal direct offers to Complainants that include full appraisals. Despite the lack of recorded easements, Liberty instructed at least one appraiser to assume the utility held the specifically defined pre-existing easement rights. The appraiser used this information to reduce owner compensation by calculating a discounted rate for an “overlapping easement area.”¹⁰ By contrast, another appraiser hired by Liberty correctly concluded that the utility held nothing more than prescriptive easement rights.¹¹

14. Liberty has issued, by certified mail, 30-day acquisition notices to nearly all Complainants informing them that Respondent intends to acquire easements over their

⁸ §523.039 (2) R.S.Mo.

⁹ §523.040 (4) R.S.Mo.

¹⁰ Exhibit 7 – Excerpts from Appraisals

¹¹ Exhibit 7 – Excerpts from Appraisals

properties. These notices are a precursor to condemnation proceedings under §523.253 and signal Liberty’s imminent intent to institute such proceedings.¹²

15. §393.170 R.S.Mo. requires electric corporations such as Liberty to obtain Commission approval prior to beginning construction of an electric plant. An electric plant “includes all *real estate*, fixtures and personal property operated, controlled, owned, used or to be used for or in connection with or to facilitate the generation, *transmission*, *distribution*, sale or furnishing of electricity for used or to be used for the transmission of electricity...” §386.020(14) R.S.Mo. An easement is an interest in real estate.¹³

16. The procedures to obtain “commission approval” under §393.170 R.S.Mo. are established by 20 CSR 4240-20.045 which requires an electric corporation to apply for a CCN prior to construction of an asset. Construction is defined to mean “construction of a new asset”¹⁴ or “improvement, retrofit, or rebuild of an asset that will result in a ten percent (10%) increase in rate base as established in the electric utility's most recent rate case.” 20 CSR 4240-20.045(1)(B). Here, the Ozark to Branson 161 kV transmission line constitutes a single Segment of the SPP Project – a project to construct a “new asset” that will “*add* approximately 90 miles of 345 kV lines and rebuild or *convert* 79 miles of 161 kV.”¹⁵ When evaluating a CCN application, the Commission traditionally applies five criteria, commonly known as the *Tartan* factors:

¹² Exhibit 8 - Offer Letters from Liberty to Complainants

¹³ See, *Burg v. Dampier*, 346 S.W.3d 343, 353 (Mo. Ct. App. 2011) (“An easement is a non-possessory interest in the real estate of another. The interest is not an interest in title, but confers a right of one person to use the real estate of another for a general or specific purpose.”)

¹⁴ An “asset” includes a transmission line. 20 CSR 4240-20.045 (1)(A)(1).

¹⁵ Liberty Utilities, *Electric Transmission Projects*, <https://central.libertyutilities.com/all/electric-transmission-projects.html> (last visited Aug 1, 2026)

- a) There must be a need for the service;
- b) The applicant must be qualified to provide the proposed service;
- c) The applicant must have the financial ability to provide the service;
- d) The applicant's proposal must be economically feasible; and
- e) The service must promote the public interest.

In re Tartan Energy, Report and Order, 3 Mo.P.S.C. 3d 173, Case No. GA-94-127, 1994 WL 762882 (September 16, 1994).

17. If the Commission were to permit Liberty to classify the Ozark to Branson Segment as a single, isolated project that falls under the definition of an “improvement, retrofit, or rebuild of an asset,” it would establish a dangerous precedent allowing utilities to avoid Commission oversight and application of the Tartan factors. By analogy, contractors bidding on Missouri public works/construction projects are forbidden from dividing a project into components to avoid bidding or advertising requirements. §8.250 R.S.Mo. Similarly, agencies are forbidden from segmenting projects to circumvent federal environmental regulations. 23 C.F.R. §771.111(f).

18. An example of how Liberty should proceed is found in the CCN application filed by Ameren Transmission Company of Illinois (ATXI) for its Denny-Zachary-Thomas Hill-Maywood (DZTM) Project. The DZTM Project consists of three segments but was awarded by Midcontinent Independent System Operator (MISO) as a single project. Much of the DZTM Project is located in existing transmission line corridors. ATXI nonetheless applied to the Commission for a CCN covering the entire project and did not seek to divide it into smaller projects. (EA-2025-0087).

19. Even assuming, for the sake of argument, that the Ozark to Branson Segment is a stand-alone project, it does not constitute “an improvement, retrofit or rebuild of an asset.” It is the construction of an entirely new transmission line that will carry a voltage capacity that is 233% of the current capacity and will require the acquisition of new real estate assets in the form of new or expanded easements.

20. The SPP Project segments are interconnected and functionally dependent on one another. Specifically, the 161 kV conversion of the Ozark to Branson Segment serves a purpose only in conjunction with the conversion of the Blackberry to Jasper segment from 161 kV to 345 kV. Conversely, the 345 kV segment would serve little purpose if the Ozark to Branson Segment were not upgraded to 161 kV. This interdependence is confirmed by Liberty’s own website (Exhibit 2), which likens the 345 kV and 161 kV segments to a highway system and states that the 161 kV lines will “help connect and distribute power from the new 345 kV system.”

21. Similarly, and again for the sake of argument, should the *entire* SPP Project be viewed as an “improvement, retrofit, or rebuild,” it is doubtful that the Project would result in less than a ten percent increase in Liberty’s rate base. In the NTC, SPP estimated the cost of the Project at \$231,848,470 in 2024 dollars. That figure approaches ten percent of Liberty’s rate base, which Commission Staff set at \$2,601,966,957.¹⁶ Without a CCN application, the Commission is unable to confirm these estimates. Because the

¹⁶ Staff Accounting Schedules, September 17, 2025, Empire Electric Case No. ER-2024-026, (Filing 329)

estimates are stated in 2024 dollars, it is quite possible, if not probable, that inflation will push the cost above \$260,196,696 (ten percent of the rate base).

22. Pursuant to 20 CSR 4240-2.070 (4) (F), Complainants' attorneys informed Liberty's attorneys of the general nature of this Complaint by letter transmitted by email on July 31, 2026.

RESERVATION OF RIGHTS

Complainants expressly reserve, and nothing in this Complaint or in the Commission's disposition of it shall be construed to waive, release, or limit, their right to pursue in a court of competent jurisdiction all claims for damages, costs, expenses, and reasonable attorneys' fees arising from Respondent's conduct, including without limitation claims for trespass or expanded use under Section 523.283, R.S.Mo., and the recovery of reasonable attorneys' fees, costs, and expenses authorized by Section 523.283.4, R.S.Mo. This Complaint is not, and shall not be deemed, an election of remedies.

MOTION FOR EXPEDITED TREATMENT

Complainants move the Commission for expedited treatment of this Complaint in order to prevent irreparable harm to Complainants, who face the imminent threat of condemnation proceedings against their properties.

RELIEF REQUESTED

WHEREFORE, Complainants Julie Dietrich; Dale & Susan Doolittle; Melvin & Maria Hale; Miranda Saffle Properties, LLC; Jayson & Jenny Shriver; Diana & Jason

Snider; Jonathan Vertz; and Samuel & Joann Wammack respectfully request that the Commission:

- (a) Issue an Order that this Complaint be handled on an expedited basis;
- (b) Issue an Order that Respondent's Ozark-to-Branson 69 kV to 161 kV project constitutes an “electric plant” pursuant to §393.170, R.S.Mo. and subject to the requirement to obtain a Certificate of Convenience and Necessity through and according to the procedures established in 20 CSR 4240-20.045;
- (c) Issue an Order that Respondent is required to obtain a Certificate of Convenience and Necessity from the Commission before proceeding with the construction of any portion of the SPP Project including that Segment described as the Ozark-to-Branson 161 kV transmission line;
- (d) Issue an Order that Respondent may not institute or proceed with condemnation proceedings until a CCN is obtained;
- (e) Issue an Order finding that Respondent acted in bad faith by proceeding forward to construct all or any portion of the SPP Project intentionally to avoid the Commission oversight required by §393.170;
- (f) Issue an Order referring this matter to General Counsel for a determination whether an action against Respondent under §356.570 and/or §386.600 are warranted under the circumstances;
- (g) Refer this Matter to PSC Staff to investigate Respondent’s right of way and easement acquisition practices to determine if agents:

- i.* misrepresented facts regarding existing easements;
 - ii.* misrepresented the Respondent's power to exercise eminent domain authority and/or
 - iii.* exercised improper and coercive practices to obtain easements
- and to report back to the Commission its findings and recommendations including whether a property acquisition protocol should be imposed on Respondent for landowner negotiations and whether to offer to landowners that have previously signed easement an offer of rescission that would include the right of such landowners to retain all or a portion of the previously paid compensation as liquidated damages; and
- (h) Such other and further relief as the Commission deems just and proper and as the public interest may require.

Respectfully submitted,

HENRY/MEURET

BY: /s/ Bethany L. Meuret
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CERTIFICATE OF SERVICE

I certify that on this 7th day of August, 2026, the foregoing was emailed to the following counsel:

Paige J. Parrack
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/ss/ Bethany L. Meuret

EXHIBIT 1

SPP Notification to Construct dated June 24, 2025

SPP-NTC-220903

SPP
Notification to Construct

June 24, 2025

Mr. Nate Morris
Empire District Electric Company
P.O. Box 127
Joplin, MO 64802

RE: Notification to Construct Approved Reliability Network Upgrades

Dear Mr. Morris,

Pursuant to Section 3.3 of the Southwest Power Pool, Inc. ("SPP") Membership Agreement and Attachments O and Y of the SPP Open Access Transmission Tariff ("OATT"), SPP provides this Notification to Construct ("NTC") directing Empire District Electric Company ("EDE"), as the Designated Transmission Owner, to construct the Network Upgrades.

On October 29, 2024, the SPP Board of Directors approved the Network Upgrade(s) listed below to be constructed as part of 2024 ITP.

SPP issued NTC-C 220881 on January 23, 2025. On April 23, 2025, SPP received EDE's NTC-C Project Estimates ("CPE") for Network Upgrades specified in the NTC-C. SPP has reviewed the CPEs and determined that requirements of Condition No. 1 of the NTC have been met for Project IDs 94647, 94787, 94832, and 94881.

New Network Upgrades

Previous NTC Number: 220881

Previous NTC Issue Date: 1/23/2025

Project ID: 94647

Project Name: Line - Aurora 161 kV - Reeds Spring 161 kV Rebuild

Need Date for Project: 11/12/2024

Estimated Cost for Project: \$37,904,869

Network Upgrade ID: 159430

Network Upgrade Name: Aurora - Reeds Spring 161 kV Ckt 1 Rebuild

Network Upgrade Description: Rebuild 23.7 mile Ckt 1 line from Aurora 161 kV substation to Reeds Spring 161 kV substation and upgrade any necessary terminal equipment to achieve a summer emergency rating of 557 MVA.

Network Upgrade Owner: EDE

MOPC Representative(s): Aaron Doll

TWG Representative(s): Nate Morris

Categorization: Economic

Network Upgrade Specification: All elements and conductor to meet or exceed 557/557/557/557 (SN/SE/WN/WE) MVA rating

Network Upgrade Justification: 2024 ITP

Estimated Cost for Network Upgrade (current day dollars): \$37,387,772

Cost Allocation of the Network Upgrade: Base Plan

Estimated Cost Source: EDE

Date of Estimated Cost: 6/10/2024

Network Upgrade ID: 159431

Network Upgrade Name: Aurora 161 kV Ckt 1 Terminal Upgrade

Network Upgrade Description: Install any necessary terminal equipment at Aurora 161 kV Ckt1 substation to support the line from Aurora 161 kV Ckt1 substation to Reeds Spring 161 kV Ckt1 substation with a summer emergency rating of 557 MVA.

Network Upgrade Owner: EDE

MOPC Representative(s): Aaron Doll

TWG Representative(s): Nate Morris

Categorization: Economic

Network Upgrade Specification: All elements and conductor to meet or exceed 557/557/557/557 (SN/SE/WN/WE) MVA rating

Network Upgrade Justification: 2024 ITP

Estimated Cost for Network Upgrade (current day dollars): \$391,002

Cost Allocation of the Network Upgrade: Base Plan

Estimated Cost Source: SPP

Date of Estimated Cost: 6/10/2024

Network Upgrade ID: 159432

Network Upgrade Name: Reeds Spring 161 kV Ckt 1 Terminal Upgrade #1

Network Upgrade Description: Install any necessary terminal equipment at Reeds Spring 161 kV Ckt1 substation to support the line from Reeds Spring 161 kV Ckt1 substation to Aurora 161 kV Ckt1 substation with a summer emergency rating of 557 MVA.

Network Upgrade Owner: EDE

MOPC Representative(s): Aaron Doll

TWG Representative(s): Nate Morris

Categorization: Economic

Network Upgrade Specification: All elements and conductor to meet or exceed 557/557/557/557 (SN/SE/WN/WE) MVA rating

Network Upgrade Justification: 2024 ITP

Estimated Cost for Network Upgrade (current day dollars): \$126,095

Cost Allocation of the Network Upgrade: Base Plan

Estimated Cost Source: SPP
Date of Estimated Cost: 6/10/2024

Project ID: 94787
Project Name: Multi - Delaware - Monett - North Branson - Shipe Road - Brookline new 345 kV system
Need Date for Project: 11/12/2024
Estimated Cost for Project: \$109,696,671

Network Upgrade ID: 169886
Network Upgrade Name: Reeds Spring - Branson Northwest 161 kV Line Tap
Network Upgrade Description: Tap the existing Reeds Spring - Branson Northwest 161 kV line where it intersects Compton Ridge - Roark Creek 161 kV line
Network Upgrade Owner: EDE
MOPC Representative(s): Aaron Doll
TWG Representative(s): Nate Morris
Categorization: Economic
Network Upgrade Specification: All elements and conductor must achieve 170/170/209/209 (SN/SE/WN/WE) MVA rating
Network Upgrade Justification: 2024 ITP
Estimated Cost for Network Upgrade (current day dollars): \$2,328,339
Cost Allocation of the Network Upgrade: Base Plan
Estimated Cost Source: SPP
Date of Estimated Cost: 7/5/2024

Network Upgrade ID: 169887
Network Upgrade Name: North Branson 161 kV New Substation
Network Upgrade Description: Build 161 kV Substation at North Branson at intersection of Reeds Spring - Branson Northwest and Compton Ridge - Roark Creek 161 kV lines
Network Upgrade Owner: EDE
MOPC Representative(s): Aaron Doll
TWG Representative(s): Nate Morris
Categorization: Economic
Network Upgrade Specification: Install 161 kV new substation at North Branson
Network Upgrade Justification: 2024 ITP
Estimated Cost for Network Upgrade (current day dollars): \$34,201,800
Cost Allocation of the Network Upgrade: Base Plan
Estimated Cost Source: SPP

Date of Estimated Cost: 7/5/2024

Network Upgrade ID: 169888

Network Upgrade Name: North Branson 345 kV New Substation

Network Upgrade Description: Build 345 kV Substation at North Branson at intersection of Reeds Spring - Branson Northwest and Compton Ridge - Roark Creek 161 kV lines

Network Upgrade Owner: EDE

MOPC Representative(s): Aaron Doll

TWG Representative(s): Nate Morris

Categorization: Economic

Network Upgrade Specification: Install 345 kV new substation at North Branson

Network Upgrade Justification: 2024 ITP

Estimated Cost for Network Upgrade (current day dollars): \$39,574,341

Cost Allocation of the Network Upgrade: Base Plan

Estimated Cost Source: EDE

Date of Estimated Cost: 7/11/2024

Network Upgrade ID: 169890

Network Upgrade Name: North Branson 345/161 kV Transformer Ckt 1 (161 kV)

Network Upgrade Description: Install new 345/161 transformer at North Branson 161 kV substation

Network Upgrade Owner: EDE

MOPC Representative(s): Aaron Doll

TWG Representative(s): Nate Morris

Categorization: Economic

Network Upgrade Specification: All elements and conductor to meet or exceed 400/440/400/440 (SN/SE/WN/WE) MVA rating

Network Upgrade Justification: 2024 ITP

Estimated Cost for Network Upgrade (current day dollars): \$22,295,000

Cost Allocation of the Network Upgrade: Base Plan

Estimated Cost Source: SPP

Date of Estimated Cost: 7/5/2024

Network Upgrade ID: 169891

Network Upgrade Name: North Branson 345/161 kV Transformer Ckt 1 (345 kV)

Network Upgrade Description: Install 345 kV terminal equipment to support 345/161 transformer at North Branson 345 kV substation

Network Upgrade Owner: EDE
MOPC Representative(s): Aaron Doll
TWG Representative(s): Nate Morris
Categorization: Economic
Network Upgrade Specification: All elements and conductor to meet or exceed 400/440/400/440 (SN/SE/WN/WE) MVA rating
Network Upgrade Justification: 2024 ITP
Estimated Cost for Network Upgrade (current day dollars): \$2,328,339
Cost Allocation of the Network Upgrade: Base Plan
Estimated Cost Source: SPP
Date of Estimated Cost: 7/5/2024

Project ID: 94832
Project Name: Line - Aurora H.T. 161 kV - Monett 161 kV Rebuild
Need Date for Project: 11/12/2024
Estimated Cost for Project: \$22,835,547

Network Upgrade ID: 170133
Network Upgrade Name: Aurora H.T. - Monett 161 kV Ckt 1 Rebuild
Network Upgrade Description: Rebuild 11.5 mile Ckt1 line from Aurora H.T. 161 kV Ckt1 substation to Monett 161 kV Ckt1 substation and upgrade any necessary terminal equipment to achieve a summer emergency rating of 557 MVA.
Network Upgrade Owner: EDE
MOPC Representative(s): Aaron Doll
TWG Representative(s): Nate Morris
Categorization: Economic
Network Upgrade Specification: All elements and conductor to meet or exceed 557/557/557/557 (SN/SE/WN/WE) MVA rating
Network Upgrade Justification: 2024 ITP
Estimated Cost for Network Upgrade (current day dollars): \$21,553,353
Cost Allocation of the Network Upgrade: Base Plan
Estimated Cost Source: SPP
Date of Estimated Cost: 7/5/2024

Network Upgrade ID: 170134
Network Upgrade Name: Aurora H.T. 161 kV Ckt 1 Terminal Upgrade
Network Upgrade Description: Install any necessary terminal equipment at Aurora H.T. 161 kV Ckt1 substation to support the line from Aurora H.T. 161 kV Ckt1 substation to Monett 161 kV Ckt1 substation with a summer emergency rating of 557 MVA.

Network Upgrade Owner: EDE
MOPC Representative(s): Aaron Doll
TWG Representative(s): Nate Morris
Categorization: Economic
Network Upgrade Specification: All elements and conductor to meet or exceed 557/557/557/557 (SN/SE/WN/WE) MVA rating
Network Upgrade Justification: 2024 ITP
Estimated Cost for Network Upgrade (current day dollars): \$538,096
Cost Allocation of the Network Upgrade: Base Plan
Estimated Cost Source: SPP
Date of Estimated Cost: 7/5/2024

Network Upgrade ID: 170141
Network Upgrade Name: Monett 161 kV Ckt 1 Terminal Upgrade #1
Network Upgrade Description: Install any necessary terminal equipment at Monett 161 kV Ckt1 substation to support the line from Monett 161 kV Ckt1 substation to Aurora H.T. 161 kV Ckt1 substation with a summer emergency rating of 557 MVA.
Network Upgrade Owner: EDE
MOPC Representative(s): Aaron Doll
TWG Representative(s): Nate Morris
Categorization: Economic
Network Upgrade Specification: All elements and conductor to meet or exceed 557/557/557/557 (SN/SE/WN/WE) MVA rating
Network Upgrade Justification: 2024 ITP
Estimated Cost for Network Upgrade (current day dollars): \$744,098
Cost Allocation of the Network Upgrade: Base Plan
Estimated Cost Source: SPP
Date of Estimated Cost: 7/5/2024

Project ID: 94881
Project Name: Multi - Ozark Dam 161 kV - Forsythe North 161 kV - Ozark South 161 kV Voltage Conversion
Need Date for Project: 11/12/2024
Estimated Cost for Project: \$61,411,383

Network Upgrade ID: 170356
Network Upgrade Name: Ozark Dam - Forsythe North 161 kV Ckt 1 Voltage Conversion
Network Upgrade Description: Convert the 69 kV 3.8 mile Ckt 1 line from Ozark Dam 161 kV Ckt 1 substation to Forsythe North 161 kV

Ckt 1 and upgrade any necessary terminal equipment to achieve a summer emergency rating of 446 MVA.V 3.8 mile Ckt 1 line from Ozark Dam substation to Forsythe North substation to 161 kV

Network Upgrade Owner: EDE

MOPC Representative(s): Aaron Doll

TWG Representative(s): Nate Morris

Categorization: Regional Reliability

Network Upgrade Specification: All elements and conductor to meet or exceed 446/446/446 (SN/SE/WN/WE) MVA rating

Network Upgrade Justification: 2024 ITP

Estimated Cost for Network Upgrade (current day dollars): \$5,641,326

Cost Allocation of the Network Upgrade: Base Plan

Estimated Cost Source: SPP

Date of Estimated Cost: 9/16/2024

Network Upgrade ID: 170357

Network Upgrade Name: Forsythe North 161 kV Ckt 1 Terminal Upgrade

Network Upgrade Description: Install any necessary terminal equipment at Forsythe North 69 kV Ckt 1 substation to convert to 161 kV for the line from Forsythe North 161 kV Ckt 1 substation to Ozark Dam substation Ckt 1 substation to 161 kV with a summer emergency rating of 446 MVA.

Network Upgrade Owner: EDE

MOPC Representative(s): Aaron Doll

TWG Representative(s): Nate Morris

Categorization: Regional Reliability

Network Upgrade Specification: All elements and conductor to meet or exceed 446/446/446 (SN/SE/WN/WE) MVA rating

Network Upgrade Justification: 2024 ITP

Estimated Cost for Network Upgrade (current day dollars): \$15,925,965

Cost Allocation of the Network Upgrade: Base Plan

Estimated Cost Source: SPP

Date of Estimated Cost: 9/25/2024

Network Upgrade ID: 170358

Network Upgrade Name: Forsythe North - Ozark South 161 kV Ckt 1 Voltage Conversion

Network Upgrade Description: Convert the 69 kV 24.4 mile Ckt 1 line from Forsythe North substation to Ozark South substation to 161 kV and upgrade any necessary terminal equipment to achieve a summer emergency rating of 446 MVA.

Network Upgrade Owner: EDE

MOPC Representative(s): Aaron Doll

TWG Representative(s): Nate Morris
Categorization: Regional Reliability
Network Upgrade Specification: All elements and conductor to meet or exceed 446/446/446/446 (SN/SE/WN/WE) MVA rating
Network Upgrade Justification: 2024 ITP
Estimated Cost for Network Upgrade (current day dollars): \$36,223,000
Cost Allocation of the Network Upgrade: Base Plan
Estimated Cost Source: SPP
Date of Estimated Cost: 9/25/2024

Network Upgrade ID: 170359
Network Upgrade Name: Ozark Dam 161 kV Ckt 1 Terminal Upgrade #1
Network Upgrade Description: Install any necessary terminal equipment at Ozark Dam 69 kV Ckt 1 substation to convert to 161 kV for the line from Ozark Dam 161 kV Ckt 1 substation to Forsythe North 161 kV Ckt 1 substation with a summer emergency rating of 446 MVA.
Network Upgrade Owner: EDE
MOPC Representative(s): Aaron Doll
TWG Representative(s): Nate Morris
Categorization: Regional Reliability
Network Upgrade Specification: All elements and conductor to meet or exceed 446/446/446/446 (SN/SE/WN/WE) MVA rating
Network Upgrade Justification: 2024 ITP
Estimated Cost for Network Upgrade (current day dollars): \$979,195
Cost Allocation of the Network Upgrade: Base Plan
Estimated Cost Source: SPP
Date of Estimated Cost: 9/25/2024

Network Upgrade ID: 170360
Network Upgrade Name: Ozark South 161 kV Ckt 1 Terminal Upgrade
Network Upgrade Description: Install any necessary terminal equipment at Ozark South 69 kV Ckt 1 substation to convert to 161 kV for the line from Ozark South 161 kV Ckt 1 substation to Forsythe North 161 kV Ckt 1 substation with a summer emergency rating of 446 MVA.
Network Upgrade Owner: EDE
MOPC Representative(s): Aaron Doll
TWG Representative(s): Nate Morris
Categorization: Regional Reliability
Network Upgrade Specification: All elements and conductor to meet or exceed 446/446/446/446 (SN/SE/WN/WE) MVA rating
Network Upgrade Justification: 2024 ITP
Estimated Cost for Network Upgrade (current day dollars): \$1,855,446

Cost Allocation of the Network Upgrade: Base Plan

Estimated Cost Source: SPP

Date of Estimated Cost: 9/25/2024

Network Upgrade ID: 170391

Network Upgrade Name: Forsythe North 161 kV Ckt 1 Terminal Upgrade #1

Network Upgrade Description: Install any necessary terminal equipment at Forsythe North 69 kV substation for the line to Ozark South substation Ckt 1 to 161 kV with a summer emergency rating of 446 MVA.

Network Upgrade Owner: EDE

MOPC Representative(s): Aaron Doll

TWG Representative(s): Nate Morris

Categorization: Regional Reliability

Network Upgrade Specification: All elements and conductor to meet or exceed 446/446/446 (SN/SE/WN/WE) MVA rating

Network Upgrade Justification: 2024 ITP

Estimated Cost for Network Upgrade (current day dollars): \$786,451

Cost Allocation of the Network Upgrade: Base Plan

Estimated Cost Source: SPP

Date of Estimated Cost: 8/16/2024

Commitment to Construct

Please provide to SPP a written commitment to construct the Network Upgrade(s) by September 22, 2025. Failure to provide a sufficient written commitment to construct as required by the SPP OATT could result in the Network Upgrade(s) being assigned to another entity.

Project Schedule and In Service Date

In addition to a written commitment to construct, please provide a detailed project schedule, updated $\pm 20\%$ NTC Project Estimate, and an Estimated In-Service Date in the Standardized Cost Estimate Reporting Template for the Network Upgrade(s).

Mitigation Plan

The Need Date represents the timing required for the Network Upgrade(s) to address the identified need. Your prompt attention is required for formulation and approval of any necessary mitigation plans for the Network Upgrade(s) included in the Network Upgrade(s) if the Need Date is not feasible. Additionally, if it is anticipated that the completion of any Network Upgrade will be delayed past the Need Date, SPP requires a mitigation plan be filed within 60 days of the determination of expected delays.

Notification of Commercial Operation

Please submit a notification of commercial operation for each listed Network Upgrade to SPP as soon as the Network Upgrade is complete and in-service. Please provide SPP with the actual

costs of these Network Upgrades as soon as possible after completion of construction. This will facilitate the timely billing by SPP based on actual costs.

Notification of Progress

On an ongoing basis, please keep SPP advised of any inability on EDE's part to complete the approved Network Upgrade(s). For project tracking, SPP requires EDE's to submit status updates of the Network Upgrade(s) quarterly in conjunction with the SPP Board of Directors meetings. However, EDE shall also advise SPP of any inability to comply with the Project In-Service Date as soon as the inability becomes apparent, and no later than 45 days before the First Reported In-Service Date agreed to upon acceptance of the NTC.

All terms and conditions of the SPP OATT and the SPP Membership Agreement shall apply to this project(s), and nothing in this letter shall vary such terms and conditions.

Don't hesitate to contact me if you have questions or comments about these requests. Thank you for the important role that you play in maintaining the reliability of our electric grid.

Sincerely,

A handwritten signature in black ink that reads 'Casey Cathey'.

Casey Cathey

Vice President, Engineering

Phone: (501) 614-3267 • Fax: (501) 482-2022 • ccathey@spp.org

cc: Aaron Doll - EDE
Antoine Lucas - SPP
Natasha Henderson - SPP
Tony Green - SPP
Sunny Raheem - SPP
SPPprojecttracking

EXHIBIT 2

Liberty Utilities, Electric Transmission Projects,
<https://central.libertyutilities.com/all/electric-transmission-projects.html>
(last visited Aug 1, 2026)

Electric Transmission Projects

Pay my bill

Moving

Trouble paying your bill

Outages & Emergencies

Efficiency & Rebates

A Transformative Investment

Multi-year transmission project will strengthen grid, improve reliability, and increase energy supply to help ease rising costs.

Liberty is making a significant investment in our regional electric transmission and distribution system to strengthen and modernize the energy grid.

The upgrades will boost the system's resilience and reliability – especially during periods of high energy demand and extreme weather – so we can continue to deliver the safe, dependable service our customers count on every day.



Project Overview

The Southwest Power Pool (SPP) – which manages the grid for much of the central United States – directed Liberty and other utilities to develop this major project in response to grid reliability challenges experienced during Winter Storms Uri (2021) and Elliott (2022). It includes the construction of approximately 316 miles of high-voltage 345 kV transmission lines, stretching from Southern Kansas through Northeast Oklahoma and into Southwest Missouri and the Ozarks.

To support this effort, the SPP has approved upgrades to the 161 kV transmission lines that help connect and distribute power from the new 345 kV system.

Think of the 345 kV lines as the “interstate highway” of the electric grid – designed to move large amounts of power across long distances. The 161 kV lines are like “state highways” carrying that power from the main lines into regional and local systems that serve homes and businesses.

While different entities will construct portions of this transmission line in various regions and states, The Empire District Electric Company, which does business as Liberty, was selected to develop this historic upgrade in Southwest Missouri and the Ozarks.

In Missouri, the multi-year effort will add approximately 90 miles of 345 kV lines and rebuild or convert 79 miles of 161 kV lines across Liberty's electric service area – strengthening the Midwest electric grid and supporting more reliable service for years to come.

The Missouri project will interconnect with neighboring utilities that are developing other portions of the new 345 kV line through Kansas and Oklahoma. This regional initiative will make our Midwest electric grid stronger and more dependable for homes, businesses, and the communities we serve – especially during winter storms and periods of extreme heat, when energy demand is highest.

Phased Approach

- The project will be completed in phases, each designed to strengthen and modernize the electric grid in our service area.
- We'll upgrade a 26-mile line from Ozark to near Branson, Missouri, from 69 kV to 161 kV. Parts of this line are over 100 years old. Land survey work is underway in Liberty's service area. Construction is expected to begin in early 2027.
 - We'll increase the capacity of the existing 161 kV line that runs 53 miles through Monett, Reeds Spring, and the Branson area. These upgrades will take about three years, with construction expected to be completed in 2029.
 - We'll build an approximately 90-mile 345 kV transmission line across our Missouri electric service area extending to the Oklahoma state line. This major effort will take approximately five years to complete. Some of this new line will be built within our existing 161 kV corridor that runs through Monett to the Branson area. This work will happen concurrently with the planned upgrade to that 161 kV line.
- Rebuilding our existing 161 kV line will support reliability and resilience, strengthening our system, particularly during storms and periods of extreme weather. To help minimize the impact on residents and landowners, we are co-locating 345kV and 161kV structures along our existing corridors when possible.

As a Missouri electric provider, we're proud to work with SPP to build and expand Missouri energy transmission for the benefit of Missouri citizens and communities.

Customer Benefits

- Improving energy reliability for the communities we serve and the surrounding region
- Easing congestion throughout the electric grid, which can occur when the transmission capacity is insufficient to handle the flow of electricity, especially during periods of high energy demand, such as during winter storms
- Allowing greater access to lower-cost energy generation, which helps ease rising costs for our customers and communities
- Increasing local economic development opportunities – which mean jobs and businesses – by ensuring reliable energy is available to support the growth we are experiencing in the Branson and Joplin area and beyond
- Allowing for rural development in our service area and across Missouri – the project will increase access to needed transmission for Liberty and other utilities to help support growth
- Keeping costs down for our customers by sharing costs for the project among SPP members, all of whom will benefit from this work, including Liberty customers

At a Glance

- 345 kV Missouri transmission line**
- Building approximately 90 miles of 345 kV transmission line across Missouri. Much of the new line will be built within our existing 161 kV corridor.
- Route studies underway
 - Surveying and geotechnical investigations underway
 - Four open houses conducted (Neosho, Aurora, Pierce City, Reeds Spring)
- 161 kV Ozark to Branson line**
- Upgrading a 26-mile line – some of it more than 100 years old – from 69 kV to 161 kV that starts in Ozark, Missouri, and ends near Branson, Missouri.
- Early land survey work is underway
 - Construction expected to start in early 2027
 - Surveying and geotechnical investigations underway
- 161 kV Ozark to Branson line**
- Surveying and geotechnical investigations underway
- Interactive project map**
- [Click here](#) to view an interactive map and submit comments.

Announcements

Questions or Comments

[Contact Liberty](#)

FAQs

Why are we upgrading our transmission infrastructure? ^

The Southwest Power Pool (SPP) completed their 2024 Integrated Transmission Plan (ITP) to assess the health of the regional energy grid. The ITP identified that Liberty's existing transmission line that starts in Ozark, Missouri, and ends near Branson, Missouri, must be upgraded from 69kV to 161kV. This upgrade is part of a larger project to strengthen the energy grid so that Liberty and SPP can continue to deliver safe and reliable electric service to customers now and for years to come, especially during times of high energy demand and extreme weather.

[Learn more ▶](#)

What is the Southwest Power Pool (SPP)? ^

The SPP – of which Liberty is a member – manages the energy grid and wholesale power market for much of the central U.S. on behalf of a diverse group of utilities and transmission companies in 14 states. It has a service territory covering more than 552,000 square miles.

[Learn more ▶](#)

How is the project funded? ^

This capital project is part of the SPP's 2024 Integrated Transmission Plan. A significant portion of this project is dedicated to strengthening Liberty's Missouri electric service area. However, since all SPP members will also benefit from this work, the costs for the project will be shared among SPP members. This helps to keep costs down for Liberty customers.

EXHIBIT 3

Intro Letter from Liberty to Complainant Dietrich date 2/16/2026



2/16/2026

RE: Liberty Transmission Line from Ozark to Branson, Missouri

Tract Number: _____

Parcel ID Number: _____

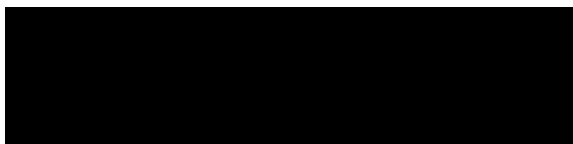
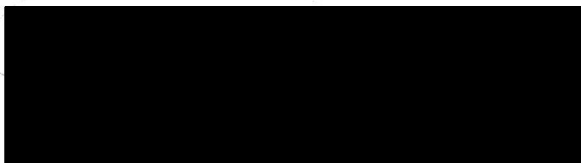
Dear Neighbor,

We want to keep you informed about an upcoming infrastructure project The Empire District Electric Company, which does business as Liberty, will undertake in your area. The Southwest Power Pool (SPP), which oversees the energy grid and wholesale power market across much of the central U.S., recently completed an assessment of the region's energy system. As part of that review, it was determined that Liberty's transmission line between Ozark and the Branson area must be upgraded to better support the grid. This upgrade is part of a larger multi-phase project that will take place over the next several years. Its goal is to strengthen the energy grid so Liberty can help meet the growing demand for electricity and continue providing safe, reliable service to Southwest Missouri and the Ozarks – especially during periods of extreme weather.

Although construction is not planned to begin until late 2026 or early 2027, you will see Liberty representatives in the area soon to support project activities and communicate with landowners. You are receiving this correspondence because your property is along the existing utility corridor of the line to be upgraded.

You can find more information about the project at <https://central.libertyutilities.com/all/electric-transmission-projects.html> or by scanning the QR code below. Liberty's landowner representative, **Contract Land Staff (CLS)**, would love to talk to you about how this impacts your property. Please give them a call (below).

CLS representatives are:



We look forward to discussing the project in greater detail soon!

EXHIBIT 4

Liberty Form Intro Letter Dated 9/2/2025 located at
https://central.libertyutilities.com/uploads/Liberty%20Intro%20Letter_v2_final%20approved_Blank_.pdf
(Last visited August 3, 2026)



9/2/2025

RE: Liberty Transmission Line from Ozark to Branson, Missouri

Tract Number: _____

Parcel ID Number: _____

Dear Neighbor,

We want to keep you informed about an upcoming infrastructure project The Empire District Electric Company, which does business as Liberty, will undertake in your area. The Southwest Power Pool (SPP), which oversees the energy grid and wholesale power market across much of the central U.S., recently completed an assessment of the region's energy system. As part of that review, it was determined that Liberty's transmission line between Ozark and the Branson area must be upgraded to better support the grid. This upgrade is part of a larger multi-phase project that will take place over the next several years. Its goal is to strengthen the energy grid so Liberty can help meet the growing demand for electricity and continue providing safe, reliable service to Southwest Missouri and the Ozarks – especially during periods of extreme weather.

Although construction is not planned to begin until late 2026 or early 2027, you will see Liberty representatives in the area soon to support project activities and communicate with landowners. You are receiving this correspondence because your property is along the existing utility corridor of the line to be upgraded.

You can find more information about the project at <https://central.libertyutilities.com/all/electric-transmission-projects.html> or by scanning the QR code below. Liberty's landowner representative, **Contract Land Staff (CLS)**, will reach out to you regarding next steps and upcoming project activities.

CLS representatives are:

Sherry L. Wahn

CLS Right-of-Way Senior Agent

Cell: 816-616-8013

Email: Sherry.wahn@contractlandstaff.com

Russell Thomas

CLS Right-of-Way Senior Agent

Cell: 479-675-9690

Email: Russell.thomas@contractlandstaff.com



We look forward to discussing the project in greater detail soon!

EXHIBIT 6

1912 and 1913 Agreements

In consideration of the sum of \$1.00 and Agreement to deliver deed as per attached description Dollars, the receipt of which is hereby acknowledged, I do grant unto the OZARK POWER AND WATER COMPANY, its successors and assigns, the perpetual right to erect and maintain its poles and wires over and along the following described property in Taney County, State of Missouri, to-wit: N. 1/2 of N.E. 1/4 Sec 5 Twp 23 N R 20 W and the E 1/2 Sec 32 Twp 24 N R 20 W

This right shall include all necessary poles and fixtures, and shall carry with it the right to trim any trees along said pole line, said line of poles and wires to run across said land in a general northerly direction, and along the route now contemplated and indicated by said Company.

Grantor is also giving the company to clear a strip of land sufficiently wide to protect the line from falling trees.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 1919

Witness

M. Kennedy J. G. Root

In consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, I do grant unto the OZARK POWER AND WATER COMPANY, its successors and assigns, the perpetual right to erect and maintain its poles and wires over and along the following described property in Christian County, Missouri, to-wit:

Along a line thirteen feet south of the North line of the South half of the South East quarter of Section Two, and along a line thirteen feet south of the north line of the South West quarter of the South West quarter of Section One, Township Twenty-six, Range Twenty-one, and the right to erect one four pole corner, one leg of which will set inside of my field near the northwest corner of the South half of the South East quarter of Section Two, all in Township Twenty-six, Range Twenty-one. This right shall include all necessary poles and fixtures and shall carry with it the right to trim any trees along said pole line, and the right to keep open for a pass way the thirteen feet of ground between the pole line and the north line of said above described land, until the same is opened as a public road, and the fences along said line of poles moved back fifteen feet from the north line of the said above described road. The said pole line to run across said land in an east and west direction and about thirteen feet from the said north line of said land along the route now contemplated and indicated by said Company, and includes the right to cut any trees growing within twenty feet of the pole line when erected.

In Witness Whereof I have hereunto set my hand this 23rd day of November, 1912.

Witness:

H. Brownson

A. T. Page

IN CONSIDERATION of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, I do grant unto the OZARK POWER AND WATER COMPANY, its successors and assigns, the perpetual right to erect and maintain its poles and wires over and along the following described property in Christian County, Missouri, to-wit:

Along a line thirteen feet south of the North line of the South half of the South East quarter of Section Two, and along a line thirteen feet south of the north line of the South West quarter of the South West quarter of Section One, Township Twenty-six, Range Twenty-one, and the right to erect one four pole corner, one leg of which will set inside of my field near the northwest corner of the South half of the South East quarter of Section Two, all in Township Twenty-six, Range Twenty-one. This right shall include all necessary poles and fixtures and shall carry with it the right to trim any trees along said pole line, and the right to keep open for a pass way the thirteen feet of ground between the pole line and the north line of said above described land, until the same is opened as a public road, and the fences along said line of poles moved back fifteen feet from the north line of the said above described road. The said pole line to run across said land in an east and west direction and about thirteen feet from the said north line of said land along the route now contemplated and indicated by said Company, and includes the right to cut any trees growing within twenty feet of the pole line when erected.

In Witness Whereof I have hereunto set my hand this 23rd day of November, 1912.

Witness:

H. B. Brownson

A. P. Page

02 301-C-42

In consideration of the sum of Twenty five Dollars, the receipt of which is hereby acknowledged, I do grant unto the OZARK POWER AND WATER COMPANY, its successors and assigns, the perpetual right to erect and maintain poles and wires over and along the following described property in Christian County, State of Mo., to-wit: ~~through~~ The W 1/2 of the S.E. 1/4 of Section 27 - T. 25. N. R. 20. W.

This right shall include all necessary poles and fixtures, and shall carry with it the right to trim any trees along said pole line, said line of poles and wires to run across said land in a general North + South direction, and along the route now contemplated and indicated by said Company.

with the right to cut all trees that are within 20 feet of the line of said timber when cut to remove the property of the grantor.

IN WITNESS WHEREOF, I have hereunto set my hand this second day of January 1913

Witness

Geo. F. Kester

J. B. Stoner

In consideration of the sum of \$1.00 and Agreement to deliver deed as per attached description Dollars, the receipt of which is hereby acknowledged, I do grant unto the OZARK POWER AND WATER COMPANY, its successors and assigns, the perpetual right to erect and maintain its poles and wires over and along the following described property in Taney County, State of Missouri, to-wit: N 1/2 of NE 1/4 Sec 5 Twp 23 N R 20 W and the E 1/2 Sec 32 Twp 24 N R 20 W

This right shall include all necessary poles and fixtures, and shall carry with it the right to trim any trees along said pole line, said line of poles and wires to run across said land in a general northwesterly direction, and along the route now contemplated and indicated by said Company.

Permittee is also given the company to clear a strip of land sufficiently wide to protect the line from falling trees.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 1919

Witness

J. Kennedy

J. G. Root

In consideration of the sum of \$1.00 and Agreement to deliver deed as per attached description Dollars, the receipt of which is hereby acknowledged, I do grant unto the OZARK POWER AND WATER COMPANY, its successors and assigns, the perpetual right to erect and maintain its poles and wires over and along the following described property in Taney County, State of Missouri, to-wit: N 1/2 of NE 1/4 Sec 5 Twp 23 N R 20 W and the E 1/2 Sec 32 Twp 24 N R 20 W

This right shall include all necessary poles and fixtures, and shall carry with it the right to trim any trees along said pole line, said line of poles and wires to run across said land in a general northwesterly direction, and along the route now contemplated and indicated by said Company.

Permittee is also given the company to clear a strip of land sufficiently wide to protect the line from falling trees.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 1919

Witness

J. Kennedy

J. G. Root

Saffle Vacant Property

FILED IN DEPARTMENT OF REVENUE TO
 In consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, I do grant unto the OZARK POWER AND WATER COMPANY, its successors and assigns, the perpetual right to erect and maintain its poles and wires over and along the following described property in Christian County, Missouri, to-wit:

Along a line thirteen feet south of the North line of the South half of the South East quarter of Section Two, and along a line thirteen feet south of the north line of the South West quarter of the South West quarter of Section One, Township Twenty-six, Range Twenty-one, and the right to erect one four pole corner, one leg of which will set inside of my field near the northwest corner of the South half of the South East quarter of Section Two, all in Township Twenty-six, Range Twenty-one. This right shall include all necessary poles and fixtures and shall carry with it the right to trim any trees along said pole line, and the right to keep open for a pass way the thirteen feet of ground between the pole line and the north line of said above described land, until the same is opened as a public road, and ^{then} the fences along said line of poles ^{to be} moved back fifteen feet from the north line of the said above described road. ^{Land Co.} The said pole line to run across said land in an east and west direction and about thirteen feet from the said north line of said land along the route now contemplated and indicated by said Company, and includes the right to cut any trees growing within twenty feet of the pole line when erected.

In Witness Whereof I have hereunto set my hand this 23rd day of November, 1912.

Witness:

Ed Branson

A. P. Page

in consideration of the sum of sum of Twenty-five Dollars, the receipt of which is hereby acknowledged, we do grant unto the OZARK POWER AND WATER COMPANY, its successors and assigns, the perpetual right to erect and maintain its poles and wires over and along the following described property in Christian County, Missouri, to-wit:

Along a line thirteen feet north of the south line of the N.E. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ in Section One, beginning at or near the northwest corner of the South East quarter of the South East quarter of Section One, Thence East to the Forsyth road west of the range line, thence Southeast on the West side of the public road to the Range line and _____ feet Southeast from a four pole corner, thence Southeast from said four pole line until this line strikes the east side of the public road near the Northeast corner of the North East quarter of the North East quarter of Section Twelve, Township Twenty-six, Range Twenty-one.

This right shall include all necessary poles and fixtures and shall carry with it the right to trim any trees along said pole line. Also the right to erect one four pole corner at or near the west side of the public road in the North East quarter of the South East quarter of Section One, where said line turns southeast. Also the right to enter upon said property on said line for the purpose of erecting said line and making future repairs. The said pole line to run across said land in an East and West direction and then in a northwest and southeast direction along the route now contemplated and indicated by said Company. This grant includes the right to cut any trees and to clear the pole line when erected. No grant given to use the spring, and future damages to stock or crops to be paid for by said Company.

The said timber to be cut, trimmed up in wagon lengths and left for the owner for wood, by said Company, and all small brush burned.

In Witness Whereof I have hereunto set my hand this 23rd day of November, 1912.
OZ 301-C-43

Witness:

W. E. Brownson
C. E. Mc Bride

J. E. McCoy
E. J. McCoy
J. J. McCoy

FILED IN DEEDS TO
OZARK POWER AND
WATER COMPANY

In consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, I do grant unto the OZARK POWER AND WATER COMPANY, its successors and assigns, the perpetual right to erect and maintain its poles and wires over and along the following described property in Christian County, Missouri, to-wit:

Along a line thirteen feet south of the North line of the South half of the South East quarter of Section Two, and along a line thirteen feet south of the north line of the South West quarter of the South West quarter of Section One, Township Twenty-six, Range Twenty-one, and the right to erect one four pole corner, one leg of which will set inside of my field near the northwest corner of the South half of the South East quarter of Section Two, all in Township Twenty-six, Range Twenty-one. This right shall include all necessary poles and fixtures and shall carry with it the right to trim any trees along said pole line, and the right to keep open for a pass way the thirteen feet of ground between the pole line and the north line of said above described land, until the same is opened as a public road, and the fences along said line of poles moved back fifteen feet from the north line of the said above described road. The said pole line to run across said land in an east and west direction and about thirteen feet from the said north line of said land along the route now contemplated and indicated by said Company, and includes the right to cut any trees growing within twenty feet of the pole line when erected. *with gates*

In Witness Whereof I have hereunto set my hand this 23rd day of November, 1912.

Witness:

Ed Brownson

A. P. Page

EXHIBIT 7

Excerpts from Appraisals

Appraisal Report

CLS - Liberty Utilities Rebuild Project-

Client: Contract Land Staff, LLC
Date of Report: July 1, 2026
Effective Date of Value: May 20, 2026
CBRE File No.: CB26US046954-2

EXHIBIT

B

Extraordinary Assumptions & Hypothetical Conditions

An extraordinary assumption is defined as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.” ¹

- For the purposes of this appraisal, we have made the extraordinary assumption that the Project will not impact existing mineral rights and/or interests, if any, that may exist within the subject property.
- A soil analysis for the site has not been provided for the preparation of this appraisal. In the absence of a soils report, it is a specific assumption that the site has adequate soils to support the highest and best use. Further, we have made the extraordinary assumption that hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as contaminated groundwater or other potentially hazardous materials may affect the value of the property.
- The certified plat provided does not delineate that portion of the proposed easement area that overlaps the existing easement on the property. However, the client has separately provided a breakdown between the existing easement overlap and new easement area on the property that was utilized in our valuation. We have made the extraordinary assumption that this information is accurate, and we reserve the right to update our appraisal if we are provided with information that shows this to be false.

The use of these assumptions, if found to be false, may affect the assignment results.

A hypothetical condition is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purposes of analysis.” ²

- None.

¹ The Appraisal Foundation, *USPAP*, 2024

² The Appraisal Foundation, *USPAP*, 2024

Acres	\$/Acre	Est. Taking	Easement Taking

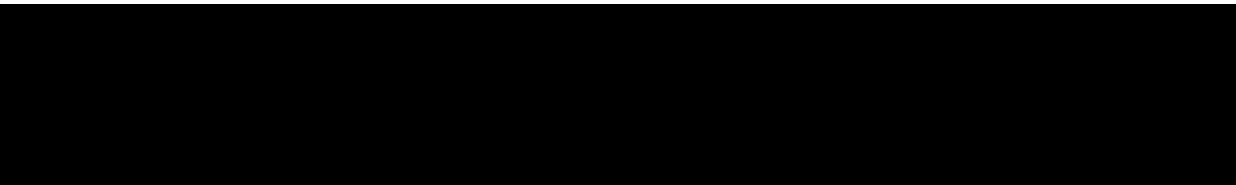
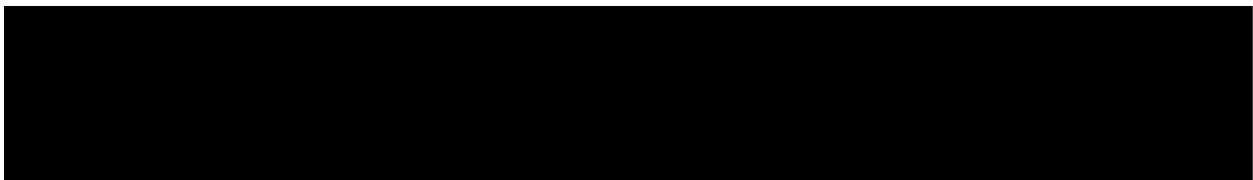
Compiled by CBRE

Market Impact/Damages

As previously stated, The Empire District Electric Company agrees to, "save the undersigned harmless from any and all damage caused to the undersigned's property due to the negligence of the Company, their agents and employees. The Company will grade and seed the areas disturbed by initial construction." Therefore, we have not considered nor provided an estimate of compensation for damages regarding any of the aforementioned as a part of this appraisal.

We have however, for purposes of this appraisal, assumed there will be a loss of trees within the proposed easement area. Based on a review of the easement exhibit, it is our understanding that numerous mature trees that currently provide a barrier between the single-family residence and the neighboring properties will be removed due to imposition of the new easement. As such, damages for the loss of these trees has been estimated.

To estimate damages resulting from the loss of the trees within the proposed easement area, their contributory value needs to be established. Ideally, the contributory value of trees on a residential property, such as the subject property, can be determined through a paired sale analysis. This approach involves comparing the sale prices of two residential properties, all things being equal except one property is either wooded or has trees, while the other is clear of trees. The difference in price, if any, equates to the contributory value of the trees. Unfortunately, our market investigation revealed insufficient data to take on this approach. Fortunately, various articles and studies have been published regarding the contributory value of trees on residential properties. The book "A Practical Guide to Tree Appraisal", written by Edward F. and Lee A. Steigerwaldt, summarizes these various studies, and coupled with their own independent research, indicates trees and landscaping typically contribute 3 to 10 percent of an improved residential value.



Paired Sales Study

For this project, we have considered a mini-paired sales study completed by our team, which considered four encumbered improved residential sales against various improved residential unencumbered sales in order to analyze and determine the impact the presence of a transmission line easement has. The four encumbered sales had overhead electric transmission line easements with three of them having pole

Appraisal Report

CLS - Liberty Utilities Rebuild Project- [REDACTED]
[REDACTED]

Client: Contract Land Staff, LLC
Date of Report: July 1, 2026
Effective Date of Value: May 12, 2026
CBRE File No.: CB26US046954-3

EXHIBIT

B

Extraordinary Assumptions & Hypothetical Conditions

An extraordinary assumption is defined as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.” ¹

- For the purposes of this appraisal, we have made the extraordinary assumption that the Project will not impact existing mineral rights and/or interests, if any, that may exist within the subject property.
- A soil analysis for the site has not been provided for the preparation of this appraisal. In the absence of a soils report, it is a specific assumption that the site has adequate soils to support the highest and best use. Further, we have made the extraordinary assumption that hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as contaminated groundwater or other potentially hazardous materials may affect the value of the property.
- The certified plat provided does not delineate that portion of the proposed easement area that overlaps the existing easement on the property. However, the client has separately provided a breakdown between the existing easement overlap and new easement area on the property that was utilized in our valuation. We have made the extraordinary assumption that this information is accurate, and we reserve the right to update our appraisal if we are provided with information that shows this to be false.

The use of these assumptions, if found to be false, may affect the assignment results.

A hypothetical condition is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purposes of analysis.” ²

- None.

¹ The Appraisal Foundation, *USPAP*, 2024

² The Appraisal Foundation, *USPAP*, 2024

Acres	\$/Acre	Est. Taking	Easement Taking

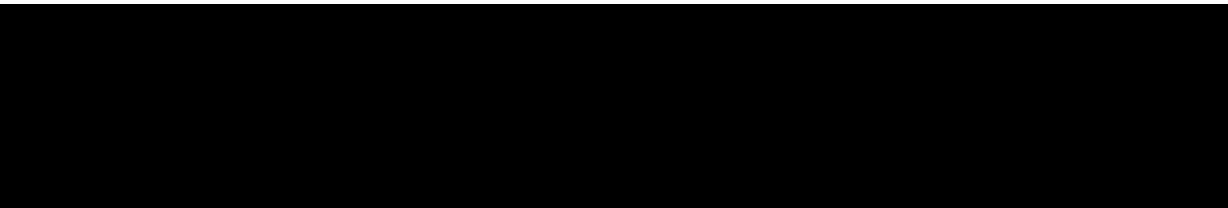
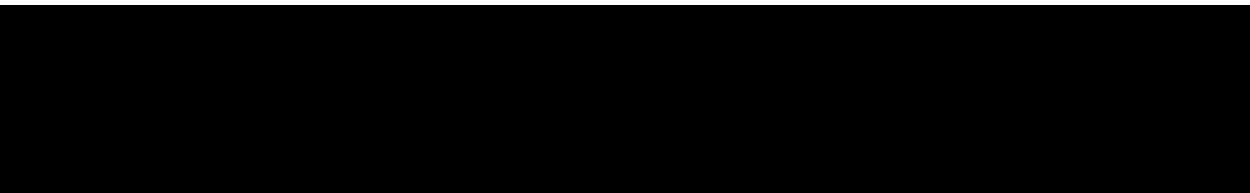
Compiled by CBRE

Market Impact/Damages

As previously stated, The Empire District Electric Company agrees to, "save the undersigned harmless from any and all damage caused to the undersigned's property due to the negligence of the Company, its agents and employees. The Company will grade and seed the areas disturbed by initial construction." Therefore, we have not considered nor provided an estimate of compensation for damages regarding any of the aforementioned as a part of this appraisal.

We have however, for purposes of this appraisal, assumed there will be a loss of trees within the proposed easement area. Based on a review of the easement exhibit, it is our understanding that certain mature trees that currently provide some screening between the single-family residence and the easement area will be removed due to imposition of the new easement. As such, damages for the loss of these trees have been estimated.

To estimate damages resulting from the loss of the trees within the proposed easement area, their contributory value needs to be established. Ideally, the contributory value of trees on a residential property, such as the subject property, can be determined through a paired sale analysis. This approach involves comparing the sale prices of two residential properties, all things being equal except one property is either wooded or has trees, while the other is clear of trees. The difference in price, if any, equates to the contributory value of the trees. Unfortunately, our market investigation revealed insufficient data to take on this approach. Fortunately, various articles and studies have been published regarding the contributory value of trees on residential properties. The book "A Practical Guide to Tree Appraisal", written by Edward F. and Lee A. Steigerwaldt, summarizes these various studies, and coupled with their own independent research, indicates trees and landscaping typically contribute 3 to 10 percent of an improved residential value.



Paired Sales Study

For this project, we have considered a mini-paired sales study completed by our team, which considered four encumbered improved residential sales against various improved residential unencumbered sales in order to analyze and determine the impact the presence of a transmission line easement has. The four

**Appraisal Report
Of a
Partial Acquisition of Property**

**Unincorporated Area of
Christian County, Missouri**

Liberty Transmission Line Project #

**Prepared For:
Contract Land Staff, LLC.**

**Prepared By:
Southwest Valuation, LLC
3041 S. Kimbrough Avenue, Suite 107
Springfield, Missouri 65807**

**Date of Report
April 30, 2026**

Current Listing / Pending Contract

The subject property is currently not listed or under contract.

Extraordinary Assumptions

No environmental reports were submitted on the subject property. This valuation assumes that there are no environmental issues that would be detrimental to the value.

No boundary survey of the entire property was supplied. Should a boundary survey indicate defects as it relates to boundary lines, easements, and additional information that a recent boundary survey would detect, value implications could result.

It is assumed that the design and construction of the new transmission line facility through portions of the subject property will comply with all regulatory standards and requirements. It is further assumed that after the construction of the new facilities and any maintenance completed on the facility the subject property will be put back into its pre-taking state.

An electrical transmission facility has likely been in place for over 100 years since the construction of the Powersite Dam on the White River in Taney County. Based on review of aerials and on-site inspection, the use and clearing of this line throughout the project area is approximately 70-100 feet. The client has provided written documentation of an easement over a smaller area; however, this document was never recorded. This analysis assumes that in the before condition, rights to use the strip of land across for an electrical transmission easement does exist.

The subject was inspected from the public road, and no onsite inspection could be arranged prior to the preparation of the report. In the event full inspection is completed, the conclusions reached in this report are subject to change.

Based on information provided by the client, the subject property remainder will not be utilized to gain access to the easement during the initial construction of the transmission facilities.

In the event these assumptions are not accurate, value implications and changes could result.

Hypothetical Conditions

The after condition of the subject does not currently exist, but exists in the after condition for purposes of analysis to reach an opinion of just compensation. In the event the hypothetical is not applied, value implications would result.

Limiting Conditions

For ease of reference, the general limiting conditions are outlined in the addenda. The reader is strongly encouraged to read these limited conditions. Further, there may be numerous specific limited conditions required for analysis of data that can be found in the addenda of this report.

Valuation of Land Subject to Utility Easement

The same sales previously compared to the whole property are also applicable in estimating the contributory value of the part acquired in the easement estate. The value estimate of the part to be acquired in easement estate is based on the per unit value conclusion for the whole applied to the part to be acquired. A rating scale is utilized to support and derive the value of the easement being acquired based on its effect to the fee value. The following summarizes this scale.

Permanent Easement Value Effect Brackets

Bracket	Value Effect (% of Fee Value)
Nominal Effect	0% to 30%
Moderate Effect	30% to 70%
Significant Effect	70% to 99%

The above guidelines are used in the following factor by factor analysis to bracket the value effect of the transmission line easement. This analysis is accomplished by considering each factor individually as summarized in the following table.

Utility Easement Valuation Analysis Summary Table

Type of Restriction	Impact Comparison		
Physical	Before	After Easement	Value Effect (+ or -)
Subsurface	<u>None, besides prescribed right to placement of current structure</u>	Rights to run utilities underground in after. Consent needed for owner use.	Significant.
Surface	<u>Prescribed right of to place existing facility of poles and wires, but no use restriction.</u>	Expanded right to include other facilities and all electrical and communications systems and facilities. Area expanded to 100 feet and 15 feet from anchors and guy wires. No structures, operations, and construction in easement without consent of benefitted estate.	Moderate
Legal			
Site Platting & Development	No current restriction, besides no interference with existing facility.	Strip cannot be constructed upon, but can be used for open space and recreation.	Moderate to Significant
Deed	Currently not of record.	Easement will be of record and run with land.	Moderate
Maintenance/Other	<u>Prescribed right to clear and maintain line and access to the line.</u>	Right to clear and maintain in discretion of easement holder, rights of ingress/egress across other lands to gain access to easement. No requirement of notice.	Moderate.
Overall Conclusion of Value Impact			Moderate 60%

Appraisal Report

CLS - Liberty Utilities Rebuild Project [REDACTED]
[REDACTED]

Client: Contract Land Staff, LLC
Date of Report: July 1, 2026
Effective Date of Value: May 12, 2026
CBRE File No.: CB26US046954-1

EXHIBIT

B

Extraordinary Assumptions & Hypothetical Conditions

An extraordinary assumption is defined as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.” ¹

- For the purposes of this appraisal, we have made the extraordinary assumption that the Project will not impact existing mineral rights and/or interests, if any, that may exist within the subject property.
- A soil analysis for the site has not been provided for the preparation of this appraisal. In the absence of a soils report, it is a specific assumption that the site has adequate soils to support the highest and best use. Further, we have made the extraordinary assumption that hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as contaminated groundwater or other potentially hazardous materials may affect the value of the property.
- The certified plat provided does not delineate that portion of the proposed easement area that overlaps the existing easement on the property. However, the client has separately provided a breakdown between the existing easement overlap and new easement area on the property that was utilized in our valuation. We have made the extraordinary assumption that this information is accurate, and we reserve the right to update our appraisal if we are provided with information that shows this to be false.

The use of these assumptions, if found to be false, may affect the assignment results.

A hypothetical condition is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purposes of analysis.” ²

- We have determined that the improvements on the property are not impacted by the proposed easement, therefore, we have performed this appraisal under the hypothetical condition that the property is vacant.

¹ The Appraisal Foundation, *USPAP*, 2024

² The Appraisal Foundation, *USPAP*, 2024

Acres	\$/Acre	Est. Taking	Easement Taking

Compiled by CBRE

Market Impact/Damages

As previously stated, The Empire District Electric Company agrees to, “save the undersigned harmless from any and all damage caused to the undersigned’s property due to the negligence of the Company, its agents and employees. The Company will grade and seed the areas disturbed by initial construction.” Therefore, we have not considered nor provided an estimate of compensation for damages regarding any of the aforementioned as a part of this appraisal.

In forming our opinion as to whether or not additional damages to the subject property exist in this instance, we relied not only on our own analysis, but supporting valuation methodology as provided within numerous studies, literature reviews, and publications regarding the impact of electric transmission lines on property values.

Paired Sales Study

For this project, we have considered a mini-paired sales study completed by our team, which considered four encumbered improved residential sales against various improved residential unencumbered sales in order to analyze and determine the impact the presence of a transmission line easement has. The four encumbered sales had overhead electric transmission line easements with three of them having pole structures on the property. Additionally, the improvements ranged from approximately 35 feet to 175 feet from the edge of the easement. Using these four encumbered sales within four different control grids which compare the encumbered sales to multiple unencumbered sales, we were able to effectively isolate any impact potentially caused by the presence of the transmission line easement(s). The results of our study concluded that the overall impact ranges from ~1% to 10%. The one paired sale with no pole structure, the improvements were approximately 55 feet from edge of easement and showed an impact of ~4%. The three paired sales with pole structures, the improvements ranged from 35 feet to 175 feet, showed an impact range of ~1% to 10%. Details of these sale pairings are provided within the addenda.

Articles/Studies

To assist in our determination as to whether or not the proposed easement will cause damages to the remainder, we have considered numerous studies, literature reviews, and publications regarding the impact of electric transmission lines on property values. Many of these studies and articles concern the effects of transmission lines on residential properties. Residential properties often involve more intensive land uses and present uses that have a greater likelihood of incompatibility with transmission lines (because of building restrictions and, often, a greater emphasis on aesthetics) than do agricultural and recreational lands. Accordingly, the effects on property values reported in these studies and articles generally concluded that the most significant effects on property values occur when high-voltage transmission lines are situated within approximately 200 feet of residential properties and said effects tend to dissipate beyond approximately 450 feet. Also, the discount to property values for residential properties situated adjacent to high-voltage transmission lines within approximately 450 feet generally ranges from 0% to 10%.

EXHIBIT 8

Offer Letters from Liberty to Complainants



Ellis, Ellis, Hammons & Johnson P.C.

RANSOM A. ELLIS, III*
JOHN D. HAMMONS, JR.**
TODD A. JOHNSON
TRAVIS A. ELLIOTT
TINA G. FOWLER***
RACHEL A. RISO****
PAIGE PARRACK
ROBERT E. PETROWSKY*****
CAMERON M. CASAD*****
KYLE J. SKOPEC
RASHEL PACK

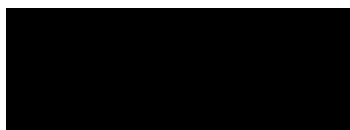
2808 S. INGRAM MILL, A104
SPRINGFIELD MISSOURI 65804
TELEPHONE (417) 866-5091
FAX (417) 866-1064
EEHJFIRM.COM

RANSOM A. ELLIS, JR. (1920-2012)

ALSO LICENSED IN:
*TEXAS
**ARKANSAS
***OKLAHOMA
****KANSAS
*****COLORADO
*****MARYLAND

OF COUNSEL:
FRANK M. EVANS, III

July 9, 2026



DELIVERED VIA CERTIFIED MAIL RETURN RECEIPT
REQUESTED AND FIRST-CLASS MAIL TO COUNSEL.

RE: Written Good Faith Offer to Purchase Property 

Dear 

This firm represents The Empire District Electric Company (“Empire”). As you are aware, Empire, doing business as Liberty, intends to acquire a portion of your property to replace and upgrade the existing transmission line. You were previously notified of this intent on May 21, 2026. Representatives of Empire have also discussed the proposed easement across your property on multiple occasions and with your counsel, unfortunately, no agreement has been reached with you for acquisition of the easement.

Pursuant to § 523.253, RSMo., this letter constitutes Empire’s written good-faith offer to purchase an easement for power poles and lines across 0.41-acres of your property, described in **Exhibit A**. The purpose of this project is to replace and upgrade the existing transmission line on your property. This offer is made in an attempt to reach an agreement prior to the filing of a condemnation petition.

Based upon an appraisal of your property, the easement area sought, and the impact of the proposed easement, Empire is offering you compensation in the amount of . This amount is based on the attached appraisal (**Exhibit B**), which was prepared by a state-licensed appraiser in accordance with generally accepted appraisal standards. You also have the right to obtain your own appraisal from a state-licensed or state-certified appraiser of your choosing. This amount represents the fair market value of the easement area and any damages to the remainder of your property, if applicable. A copy of a survey conducted on your property is also included within **Exhibit A**.



Ellis, Ellis, Hammons & Johnson P.C.

This offer will remain open for thirty (30) days. If an agreement is not reached within that time, Empire may proceed with filing a condemnation petition pursuant to Chapter 523, RSMo., to acquire the necessary easement through filing a Petition in the Circuit Court. A copy of the proposed Easement Agreement is also enclosed for your review and consideration.

If you are represented by counsel, please provide their contact information so that we may communicate with them directly and furnish a copy of this notice.

We appreciate your time and consideration and look forward to working with you to reach an amicable resolution. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, reading "Paige Parrack", is centered below the word "Sincerely,".

Paige J. Parrack

PJP/

CC: Empire Land Group

Sender's E-mail Address: pparrack@eehjfirm.com

Sender's After-Hours Extension: 219



Ellis, Ellis, Hammons & Johnson P.C.

RANSOM A ELLIS, III*
JOHN D. HAMMONS, JR.**
TODD A. JOHNSON
TRAVIS A. ELLIOTT
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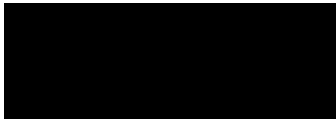
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ALSO LICENSED IN:
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OF COUNSEL:
FRANK M. EVANS, III

July 9, 2026



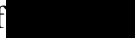
DELIVERED VIA CERTIFIED MAIL RETURN RECEIPT
REQUESTED AND FIRST-CLASS MAIL TO COUNSEL.

RE: Written Good Faith Offer to Purchase Property 

Dear 

This firm represents The Empire District Electric Company (“Empire”). As you are aware, Empire, doing business as Liberty, intends to acquire a portion of your property to replace and upgrade the existing transmission line. You were previously notified of this intent on April 23, 2026. Representatives of Empire have also discussed the proposed easement across your property on multiple occasions and with your counsel, unfortunately, no agreement has been reached with you for acquisition of the easement.

Pursuant to § 523.253, RSMo., this letter constitutes Empire’s written good-faith offer to purchase an easement for power poles and lines across 0.41-acres of your property, described in **Exhibit A**. The purpose of this project is to replace and upgrade the existing transmission line on your property. This offer is made in an attempt to reach an agreement prior to the filing of a condemnation petition.

Based upon an appraisal of your property, the easement area sought, and the impact of the proposed easement, Empire is offering you compensation in the amount of  This amount is based on the attached appraisal (**Exhibit B**), which was prepared by a state-licensed appraiser in accordance with generally accepted appraisal standards. You also have the right to obtain your own appraisal from a state-licensed or state-certified appraiser of your choosing. This amount represents the fair market value of the easement area and any damages to the remainder of your property, if applicable. A copy of a survey conducted on your property is also included within **Exhibit A**.



Ellis, Ellis, Hammons & Johnson P.C.

This offer will remain open for thirty (30) days. If an agreement is not reached within that time, Empire may proceed with filing a condemnation petition pursuant to Chapter 523, RSMo., to acquire the necessary easement through filing a Petition in the Circuit Court. A copy of the proposed Easement Agreement is also enclosed for your review and consideration.

If you are represented by counsel, please provide their contact information so that we may communicate with them directly and furnish a copy of this notice.

We appreciate your time and consideration and look forward to working with you to reach an amicable resolution. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, reading "Paige Parrack", is centered below the word "Sincerely,".

Paige J. Parrack

PJP/

CC: Empire Land Group

Sender's E-mail Address: pparrack@eehjfirm.com

Sender's After-Hours Extension: 219



Ellis, Ellis, Hammons & Johnson P.C.

RANSOM A ELLIS, III*
JOHN D. HAMMONS, JR.**
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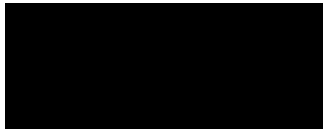
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RANSOM A. ELLIS, JR. (1920-2012)

ALSO LICENSED IN:
*TEXAS
**ARKANSAS
***OKLAHOMA
****KANSAS
*****COLORADO
*****MARYLAND

OF COUNSEL:
FRANK M. EVANS, III

June 18, 2026



DELIVERED VIA CERTIFIED MAIL RETURN RECEIPT
REQUESTED AND FIRST CLASS MAIL TO COUNSEL.

RE: Written Good Faith Offer to Purchase Property

Dear

This firm represents The Empire District Electric Company ("Empire"). As you are aware, Empire, doing business as Liberty, intends to acquire a portion of your property to replace and upgrade the existing transmission line. You were previously notified of this intent on February 24, 2026. Representatives of Empire have also discussed the proposed easement across your property on multiple occasions, unfortunately, no agreement has been reached with you for acquisition of the easement.

Pursuant to § 523.253, RSMo., this letter constitutes Empire's written good-faith offer to purchase an easement for power poles and lines across 1.627-acres of your property, described in **Exhibit A**. The purpose of this project is to replace and upgrade the existing transmission line on your property. This offer is made in an attempt to reach an agreement prior to the filing of a condemnation petition.

Based upon an appraisal of your property, the easement area sought, and the impact of the proposed easement, Empire is offering you compensation in the amount of [REDACTED]. This amount is based on the attached appraisal (**Exhibit B**), which was prepared by a state-licensed appraiser in accordance with generally accepted appraisal standards. You also have the right to obtain your own appraisal from a state-licensed or state-certified appraiser of your choosing. This amount represents the fair market value of the easement area and any damages to the remainder of your property, if applicable. A copy of a survey conducted on your property is also attached (**Exhibit A**).



Ellis, Ellis, Hammons & Johnson P.C.

This offer will remain open for thirty (30) days. If an agreement is not reached within that time, Empire may proceed with filing a condemnation petition pursuant to Chapter 523, RSMo., to acquire the necessary easement through filing a Petition in the Circuit Court. A copy of the proposed Easement Agreement is also enclosed for your review and consideration.

If you are represented by counsel, please provide their contact information so that we may communicate with them directly and furnish a copy of this notice.

We appreciate your time and consideration and look forward to working with you to reach an amicable resolution. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, reading "Paige Parrack". The signature is written in a cursive, flowing style.

Paige J. Parrack

PJP/
CC: Empire Land Group

Sender's E-mail Address: pparrack@eehjfirm.com
Sender's After-Hours Extension: 219



Ellis, Ellis, Hammons & Johnson P.C.

RANSOM A ELLIS, III*
JOHN D. HAMMONS, JR.**
TODD A. JOHNSON
TRAVIS A. ELLIOTT
TINA G. FOWLER***
RACHEL A. RISO****
PAIGE PARRACK
ROBERT E. PETROWSKY*****
CAMERON M. CASAD*****
KYLE J. SKOPEC
RASHEL PACK

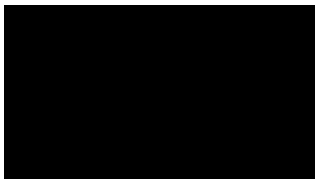
2808 S. INGRAM MILL, A104
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RANSOM A. ELLIS, JR. (1920-2012)

ALSO LICENSED IN:
*TEXAS
**ARKANSAS
***OKLAHOMA
****KANSAS
*****COLORADO
*****MARYLAND

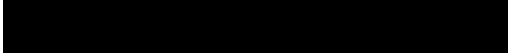
OF COUNSEL:
FRANK M. EVANS, III

July 2, 2026



DELIVERED VIA CERTIFIED MAIL RETURN
RECEIPT REQUESTED AND FIRST CLASS MAIL TO
COUNSEL.

RE: Written Good Faith Offer to Purchase Property 

Dear 

This firm represents The Empire District Electric Company (“Empire”). As you are aware, Empire, doing business as Liberty, intends to acquire a portion of your property to replace and upgrade the existing transmission line. You were previously notified of this intent on May 21, 2026. Representatives of Empire have also discussed the proposed easement across your property on multiple occasions and with your counsel, unfortunately, no agreement has been reached with you for acquisition of the easement.

Pursuant to § 523.253, RSMo., this letter constitutes Empire’s written good-faith offer to purchase an easement for power poles and lines across 0.83-acres of your property, described in **Exhibit A**. The purpose of this project is to replace and upgrade the existing transmission line on your property. This offer is made in an attempt to reach an agreement prior to the filing of a condemnation petition.

Based upon an appraisal of your property, the easement area sought, and the impact of the proposed easement, Empire is offering you compensation in the amount of . This amount is based on the attached appraisal (**Exhibit B**), which was prepared by a state-licensed appraiser in accordance with generally accepted appraisal standards. You also have the right to obtain your own appraisal from a state-licensed or state-certified appraiser of your choosing. This amount represents the fair market value of the easement area and any damages to the remainder of your



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property, if applicable. A copy of a survey conducted on your property is also attached (**Exhibit A**).

This offer will remain open for thirty (30) days. If an agreement is not reached within that time, Empire may proceed with filing a condemnation petition pursuant to Chapter 523, RSMo., to acquire the necessary easement through filing a Petition in the Circuit Court. A copy of the proposed Easement Agreement is also enclosed for your review and consideration.

If you are represented by counsel, please provide their contact information so that we may communicate with them directly and furnish a copy of this notice.

We appreciate your time and consideration and look forward to working with you to reach an amicable resolution. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Paige Parrack". The signature is written in a cursive, flowing style.

Paige J. Parrack

PJP/

CC: Empire Land Group

Sender's E-mail Address: pparrack@eehjfirm.com

Sender's After-Hours Extension: 219



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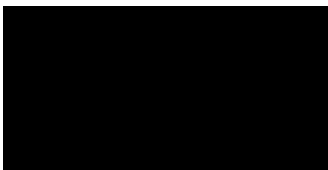
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*****COLORADO
*****MARYLAND

OF COUNSEL:
FRANK M. EVANS, III

July 2, 2026



DELIVERED VIA CERTIFIED MAIL RETURN RECEIPT
REQUESTED AND FIRST CLASS MAIL TO COUNSEL.

RE: Written Good Faith Offer to Purchase Property



Dear



This firm represents The Empire District Electric Company (“Empire”). As you are aware, Empire, doing business as Liberty, intends to acquire a portion of your property to replace and upgrade the existing transmission line. You were previously notified of this intent on May 21, 2026. Representatives of Empire have also discussed the proposed easement across your property on multiple occasions and with your counsel, unfortunately, no agreement has been reached with you for acquisition of the easement.

Pursuant to § 523.253, RSMo., this letter constitutes Empire’s written good-faith offer to purchase an easement for power poles and lines across 0.69-acres of your property, described in **Exhibit A**. The purpose of this project is to replace and upgrade the existing transmission line on your property. This offer is made in an attempt to reach an agreement prior to the filing of a condemnation petition.

Based upon an appraisal of your property, the easement area sought, and the impact of the proposed easement, Empire is offering you compensation in the amount of [REDACTED]. This amount is based on the attached appraisal (**Exhibit B**), which was prepared by a state-licensed appraiser in accordance with generally accepted appraisal standards. You also have the right to obtain your own appraisal from a state-licensed or state-certified appraiser of your choosing. This amount represents the fair market value of the easement area and any damages to the remainder of your property, if applicable. A copy of a survey conducted on your property is also attached (**Exhibit A**).



Ellis, Ellis, Hammons & Johnson P.C.

This offer will remain open for thirty (30) days. If an agreement is not reached within that time, Empire may proceed with filing a condemnation petition pursuant to Chapter 523, RSMo., to acquire the necessary easement through filing a Petition in the Circuit Court. A copy of the proposed Easement Agreement is also enclosed for your review and consideration.

If you are represented by counsel, please provide their contact information so that we may communicate with them directly and furnish a copy of this notice.

We appreciate your time and consideration and look forward to working with you to reach an amicable resolution. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, reading "Paige Parrack". The signature is written in a cursive, flowing style.

Paige J. Parrack

PJP/

CC: Empire Land Group

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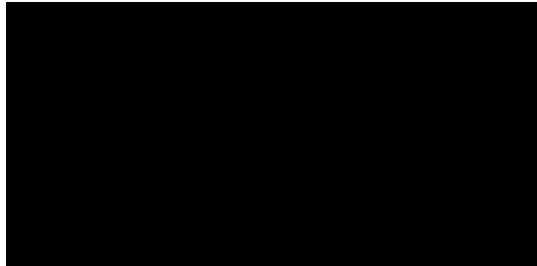
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OF COUNSEL:
FRANK M. EVANS, III

July 15, 2026



DELIVERED VIA CERTIFIED MAIL RETURN RECEIPT
REQUESTED AND FIRST CLASS MAIL TO COUNSEL.

RE: Written Good Faith Offer to Purchase Property [REDACTED]

Dear [REDACTED]
[REDACTED]

This firm represents The Empire District Electric Company ("Empire"). As you are aware, Empire, doing business as Liberty, intends to acquire a portion of your property to replace and upgrade the existing transmission line. You were previously notified of this intent on May 21, 2026. Representatives of Empire have also discussed the proposed easement across your property on multiple occasions and with your counsel, unfortunately, no agreement has been reached with you for acquisition of the easement.

Pursuant to § 523.253, RSMo., this letter constitutes Empire's written good-faith offer to purchase an easement for power poles and lines across 1.08-acres of your property, described in



Ellis, Ellis, Hammons & Johnson P.C.

Exhibit A. The purpose of this project is to replace and upgrade the existing transmission line on your property. This offer is made in an attempt to reach an agreement prior to the filing of a condemnation petition.

Based upon an appraisal of your property, the easement area sought, and the impact of the proposed easement, Empire is offering you compensation in the amount of [REDACTED]. This amount is based on the attached appraisal (**Exhibit B**), which was prepared by a state-licensed appraiser in accordance with generally accepted appraisal standards. You also have the right to obtain your own appraisal from a state-licensed or state-certified appraiser of your choosing. This amount represents the fair market value of the easement area and any damages to the remainder of your property, if applicable. A copy of a survey conducted on your property is also attached (**Exhibit A**).

This offer will remain open for thirty (30) days. If an agreement is not reached within that time, Empire may proceed with filing a condemnation petition pursuant to Chapter 523, RSMo., to acquire the necessary easement through filing a Petition in the Circuit Court. A copy of the proposed Easement Agreement is also enclosed for your review and consideration.

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Sincerely,

A handwritten signature in black ink, reading "Paige Parrack", is centered below the word "Sincerely,".

Paige J. Parrack

PJP/
CC: Empire Land Group

Sender's E-mail Address: pparrack@eehjfirm.com
Sender's After-Hours Extension: 219

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

Pursuant to 386.290, RSMo., 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 7th day of August, 2026.



Nancy Dippell

Nancy Dippell
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

August 7, 2026

Case No: EC-2027-0042

MO PSC Staff

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staffcounselservice@psc.mo.gov

**Office of the Public Counsel
(OPC)**

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blmeuret@henrymeuret.com

Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).¹

Sincerely,



**Nancy Dippell
Secretary**

¹

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