

SUBSTATION EASEMENT AGREEMENT

THIS SUBSTATION EASEMENT AGREEMENT (this Agreement) is made this 31st day of March, 2018 (the Effective Date) by and between CITY OF NIXA, MISSOURI, a charter city of the state of Missouri (NIXA), and SOUTH CENTRAL MCN LLC, a Delaware limited liability company (SCMCN). NIXA and SCMCN are sometimes referred to herein collectively as the Parties and each individually, as a Party. Capitalized terms used herein but not defined have the meanings given to such terms in the APA (as defined below).

WHEREAS, the Parties entered into that certain Asset Purchase Agreement dated as of August 14, 2015, by and between NIXA and SCMCN, as amended by that certain (i) First Amendment to Asset Purchase Agreement, effective as of August 14, 2015, (ii) Second Amendment to Asset Purchase Agreement, dated as of February 12, 2016, and (iii) Third Amendment to Asset Purchase Agreement, dated as of May 23, 2017 (as amended, the APA); and

WHEREAS, pursuant to the APA, SCMCN acquired certain Assets from NIXA in Christian County, Missouri, including certain (i) transmission assets, equipment, fixtures, apparatus, improvements and facilities (the Transmission Facilities), (ii) Substations listed on Exhibit A attached hereto (the Substations) and (iii) the Substation Premises (defined in Section 1, below); and

WHEREAS, following the Closing, NIXA will continue to use a portion of the Substations acquired by SCMCN for its business operations, including without limitation, to construct, install, operate, alter, maintain, repair, replace, remove and relocate NIXA's communication assets, electric line system assets and related equipment, fixtures, apparatus, improvements and facilities for the distribution of electricity, including but not limited to, cables, conduit, duct banks, manholes, and other equipment, fixtures, apparatus, and improvements and communication facilities (the NIXA Facilities); and

WHEREAS, SCMCN desires to grant to NIXA the nonexclusive right and easement to enter upon the Substation Premises for the purpose of operating, maintaining, repairing and replacing the NIXA Facilities and NIXA desires to accept such right and easement, each pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits, covenants, agreements and promises contained in this Agreement, the sufficiency of which is hereby acknowledged by the Parties, NIXA and SCMCN hereby agree as follows:

1. Easements for Benefit of NIXA. Subject to the terms and conditions in this Agreement, SCMCN does hereby grant and convey to NIXA, and NIXA hereby accepts from SCMCN, a perpetual, non-exclusive right and easement to enter into, occupy and use the real property set forth and described on Exhibit B attached hereto and incorporated herein by reference (the Substation Premises) as necessary for the construction, installation, operation, alteration, maintenance, repair, replacement, removal and relocation of the NIXA Facilities.

2. Access to Premises. Subject to the terms and conditions of this Agreement and the Master Services Agreement between NIXA and SCMCN dated of even date herewith (the MSA), if applicable, NIXA and its authorized personnel and subcontractors may enter upon the Substation Premises at any time for the purposes set forth in Section 1.

3. Use of Substation Premises.

(a) Work and Improvements. Subject to the terms and conditions of the MSA, with respect to any work undertaken by NIXA in or around the Substation Premises, NIXA shall at its sole cost and expense comply with all laws, rules, and regulations of all governmental authorities having jurisdiction over the Substation Premises or the use of the Substation Premises, including Environmental Laws, as defined in Section 4(c), below. Subject to the terms and conditions of this Agreement and the MSA, NIXA shall not, within the Substation Premises, construct or erect any permanent or temporary building, structure, fixture, fence, shelter, attachment or improvement that obstructs or interferes with SCMCN's operations on the Substation Premises without prior written permission from SCMCN (which shall not be unreasonably withheld, conditioned or delayed).

(b) No Interference. Each Party's use of the Substation Premises shall, to the fullest extent commercially reasonable and subject to prudent industry practices, except in the event of an emergency: (i) limit any interference with the use and enjoyment by the other Parties of their rights in and to the Substation Premises, (ii) schedule any maintenance and repair activities in order to minimize the impact on the other Party, and (iii) for any construction, maintenance or repair activities that could reasonably be anticipated to impact the other Party's facilities, provide prior written notice to the other Party no less than five (5) calendar days prior to the commencement of such construction, maintenance and repair activities together with a reasonably detailed description thereof, including dates and times of such maintenance and repair activities.

(c) Ad Valorem Taxes and Assessments. The Parties agree that ad valorem real estate taxes levied against the Substation Premises shall be borne solely by SCMCN. Each Party shall be responsible for personal property taxes (if any) levied against their respective Transmission Facilities and NIXA Facilities located within the Substation Premises.

4. Environmental.

(a) Hazardous Substances. The Parties agree that except for the Permitted Hazardous Substances, neither Party (including its employees, contractors, subcontractors or anyone else working at such Party's direction) shall use, store, handle, treat, transport, release or dispose of any Hazardous Substance on, under, across, or in the Substation Premises without the prior written consent of the other Party, which consent may be withheld or conditioned in the consenting Party's sole and absolute discretion. The term Permitted Hazardous Substances means those Hazardous Substances customarily found and used in order to maintain and operate a substation for electric line systems for the transmission or distribution of electricity, including but not limited to dielectric fluid, transformer oil, Edisol XT, sulfuric acid, and sulfur hexafluoride gas. The term Hazardous Substances means: asbestos or asbestos containing materials, radioactive materials, lead, polychlorinated biphenyls, petroleum or petroleum products, mold, mycotoxin, urea formaldehyde foam insulation, and radon gas; (ii) any waste or substance that is listed, defined, designated or classified as, or otherwise determined by any Environmental Law to be, ignitable, corrosive, radioactive, dangerous, toxic, explosive, infectious, radioactive, mutagenic or otherwise hazardous; and (iii) any pollutant, contaminant, waste, chemical or other material or substance that is defined as a "solid waste," "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "extremely hazardous substance," "restricted hazardous material," "restricted hazardous waste," "pollutant," "contaminant," "hazardous constituent," "special waste," "toxic substance," or "toxic waste," or any word, term, or phrase of similar meaning or regulatory effect under any Environmental Law.

(b) Records Maintenance. Each Party shall maintain (1) copies of all local, state, or federal permits, licenses, or other authorizations required for any and all of its activities on the Substation Premises, and (2) material safety data sheets (MSDSs) for all Permitted Hazardous Substances that are or at any time have been used, stored, handled, treated, transported, released or disposed on the Substation Premises pursuant to Section 4(a). Each Party shall promptly present copies of such permits, licenses, other authorizations, and MSDSs to the other Party and to any local, state, and federal governmental agency official that requests to see the same.

(c) Environmental Conditions. Neither Party shall not cause, create, contribute to, permit, or allow any Environmental Contamination or Other Environmental Impacts (collectively referred to as Environmental Conditions) as a result of its use of or operation on the Substation Premises. Environmental Contamination is defined as any spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the Environment of any Hazardous Substance by a Party that results in any pollution or contamination of the Environment for which investigation, removal, remediation, or other response would be required pursuant to Environmental Law. Other Environmental Impacts means any impacts from any use of or operation on the Substation Premises that is not conducted in all material respects in compliance with all applicable Environmental Laws. Environmental Law means any and every law pertaining to, regulating, relating to or imposing liability, standards or obligations of conduct concerning pollution or protection of the air, water (including surface water, groundwater, streams, and water in drains), soil, sediments, land surface, subsurface strata, and plant and animal life (the Environment), including without limitation: any law relating to any actual or threatened release, manufacture, processing, distribution, use, treatment, storage, transport, or handling of any Hazardous Substance, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9601 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*), the National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*), the Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*); the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*); the Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*); the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 *et seq.*); the Safe Drinking Water Act (42 U.S.C. §§ 300f *et seq.*); the Oil Pollution Act of 1990 (33 U.S.C. §§ 2701 *et seq.*); and the Hazardous Materials Transportation Uniform Safety Act (49 U.S.C. §§ 5101 *et seq.*), together with any amendments or reauthorization thereto or thereof, and any and all regulations promulgated thereunder, and all analogous state and local counterparts or equivalents, and all permits issued under any such laws.

(d) Notification and Correction. Each Party shall promptly notify the other Party upon discovery of any Environmental Condition resulting from use of or operation on the Substation Premises. Within seventy-two (72) hours of discovering such Environmental Conditions (or sooner as required by Environmental Law), the Party responsible for an Environmental Condition shall, at its sole cost and expense, commence and diligently pursue cure or correction of such Environmental Condition. Any notification of an Environmental Condition resulting from use of or operation on the Substation Premises that is required to be submitted to any federal, state, or local regulatory agencies shall be made on the advice of legal counsel and following notification to the other Party and coordination among the Parties.

5. Right to Cure Environmental Condition. After reasonable notice, of not less than five (5) calendar days, to a Party following the other Party's failure to commence efforts to cure or correct any Environmental Condition for which it is responsible or to remove any objects, materials, debris, structures, or conditions that could cause injury or damage to persons or property or interfere with the notifying Party's use of the Substation Premises, the notifying Party may, at its sole discretion and upon prior written notification

to the other Party, cure or correct or remove or cause to be removed all such objects, materials, debris, structures or conditions. All actual, out-of-pocket costs and expenses expended by the notifying Party pursuant to this Section 5 are and shall be the sole obligation of the notified Party, who shall reimburse the notifying Party upon demand.

6. Default. A Party shall be in default under this Agreement if such Party fails to perform any obligation required under this Agreement and such failure continues for more than thirty (30) days after written notice, provided that if the breach is of such a nature that it cannot be cured within thirty (30) days, then such Party shall not be in default so long as it commences to cure within such period of time and thereafter diligently and continuously pursues such cure to completion. Upon the occurrence of a default, the non-defaulting Party shall not have the right to terminate the Agreement, but may seek any and all other remedies available at law and/or equity, including but not limited to an action for recovery of monetary damages or specific performance. Except as set forth to the contrary herein, any right or remedy of a Party shall be cumulative and without prejudice to any other right or remedy.

7. Surrender. The term of the easements in the Substations shall be perpetual; provided, however, that in the event that NIXA ceases operation of all NIXA Facilities within a Substation (in each case, the Decommissioned Facilities) for a period of more than two (2) consecutive years (excluding any period during which any of the NIXA Facilities are under construction, repair or are subject to replacement), then in such event, the rights and obligations of NIXA set forth in Sections 1 through 4 of this Agreement shall terminate with respect to the Substation on which such Decommissioned Facilities are located. Upon a terminating event, NIXA shall execute a recordable agreement memorializing the termination of its easement rights as to that Substation.

8. No Encumbrances. Neither Party shall be liable to satisfy any indebtedness caused by or that may result from the operation or activity of the other Party on the Substation Premises.

9. Indemnity. To the extent permitted by applicable law, each Party (each an Indemnifying Party) shall exercise its respective rights and privileges herein at its sole risk and agrees to indemnify, defend and hold harmless the other Party (each an Indemnified Party), of and from all demands, costs, expenses, damages, liens, penalties, fines, and liabilities of any kind (including without limitation reasonable attorneys' fees and costs) (Damages), which may be sustained by the Indemnified Party, resulting from any claim, demand, citation, complaint, summons, notice of violation, mediation, arbitration or proceeding (including any proceeding that is civil, criminal, administrative, or regulatory), whether at law or in equity (Claims) by any person, natural or artificial, arising out of, related to or resulting from the Indemnifying Party's actions or failure to act under this Agreement except to the extent caused by or resulting from the gross negligence or willful misconduct by or of the Indemnified Party or its affiliates, parents, subsidiaries, members, managers, directors, officers, trustees, shareholders, contractors, permitted subcontractors, employees, agents, representatives, attorneys, invitees and successors and such Indemnifying Party agrees to defend, at its sole cost and expense, but at no cost and expense to the Indemnified Party, any and all such Damages resulting from Claims in connection therewith. Nothing in this Agreement shall constitute a waiver of any sovereign immunity enjoyed by NIXA under state or federal law.

10. Insurance.

(a) **General Liability Insurance.** Each Party shall procure and maintain general liability insurance covering such Party's activities and its subcontractors and invitees on the Substation Premises.

Such coverage shall (i) have minimum limits of one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) general and products /completed operations aggregate, (ii) contain a blanket broad form contractual endorsement and severability of interest clause, (iii) designate the other Party and its officers, directors, employees and agents as additional insureds, (iv) apply on a primary and non-contributory basis to any insurance or self-insurance maintained by any additional insured, (v) waive subrogation against any additional insureds and (vi) otherwise be in form and substance reasonably acceptable to the other Party. Furthermore, if a policy is on a "claims made" basis, such coverage shall survive the termination of this Agreement until the expiration of the maximum statutory period of limitations in the State of Missouri for actions based on contract or in tort. If coverage is on an "occurrence" basis, insurance on an occurrence basis shall be maintained for the term of this Agreement.

(b) Waiver of Claims for Insured Events. Notwithstanding anything to the contrary contained in this Agreement, each Party waives any and every claim that arises or may arise in its favor against the other Party during the term of the Agreement for any and all loss of, or damage to any property of such Party, to the extent such loss or damage is an insured event covered by the insurance to be maintained in accordance with this Agreement; provided, however, the foregoing waiver shall not apply to any uninsured deductible or self-insured retention or to instances where the relevant insurer disputes that the relevant event of loss was an insured event covered by the applicable insurance policy. Nothing in the foregoing provision shall be construed to prevent a Party from making a claim against any Party's insurance policy.

11. No Transfer. The Parties acknowledge and agree that this Agreement is personal to the Parties and is an easement in gross, which does not run with the land. Neither Party shall, without the prior written consent of the other Party, which may not be unreasonably withheld, conditioned or delayed, transfer, assign, lease, sublease, license, sublicense or in any other manner, convey this Agreement to any entity or party not specifically named herein. Notwithstanding anything in this Agreement to the contrary, the Parties specifically agree that (i) any Party may at any time pledge, collaterally assign, encumber, or grant a security interest in the entirety of its own interest and in its rights under this Agreement to any secured party, provided that any lien or security interest created thereby shall, at all times be subject and subordinate to the terms and provisions of this Agreement, and (ii) any secured party may exercise its rights under its security documents with the pledging Party, including foreclosing, receiving, transferring, conveying or assigning the pledging Party's interest, in each case without obtaining the consent of the other Party, provided the terms and conditions of this Agreement shall survive. The Parties also agree that it shall, at any time and from time to time during the term of this Agreement, after receipt of a written request by another Party, execute and deliver to the other Party, such estoppel certificates and consents as may be reasonably requested thereby.

12. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

13. Limitation of Damages. With respect to claims between the Parties under this Agreement, the measure of damages at law or in equity in any action or proceeding will be limited to direct, actual damages only; such direct, actual damages will be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived. Neither Party will be liable in statute, contract, tort (including negligence), strict liability, warranty, any other legal theory or otherwise to the other Party, its respective

officers, directors, employees, agents and affiliates and/or assigns for any special, incidental, indirect, punitive, exemplary or consequential loss or damage whatsoever, including, but not limited to, loss of profits or revenue on work not performed, loss of use of or under-utilization of the Transmission Facilities or the Nixa Facilities, loss of use of revenues or business interruption, cost of replacement power, cost of capital, claims of customers to which service is made, or loss of anticipated profits resulting from either Party's performance or non-performance of an obligation imposed on it by this Agreement, without regard to the cause or causes related thereto. The Parties expressly acknowledge and agree that this limitation will apply to any claims for indemnification under this Agreement. The limitation set forth in this Section does not apply to claims of one Party under this Agreement against the other Party in connection with that Party's or its respective officers', directors', employees', agents' and affiliates' gross negligence or willful misconduct.

14. Applicable Law and Venue. This Agreement, including each and all of its terms, conditions and provisions, is governed by and interpreted according to the laws of the State of Missouri without regard to its conflict of laws principles. Each Party hereby irrevocably consents and submits to the exclusive jurisdiction of the Circuit Court of Christian County, Missouri, and appropriate appellate courts therefrom, in connection with any proceeding arising out of or relating to this Agreement.

15. Notices. Written notice provided under this Agreement should be sent to address indicated below (or at such other address as a Party may specify in writing, provided that notices of a change of address will be effective only upon receipt thereof):

If to SCMCN:	J. Calvin Crowder Chief Executive Officer South Central MCN LLC 201 E. John Carpenter Freeway, Suite 900 Irving, Texas 75062 ccrowder@gridliance.com
With a copy to:	N. Beth Emery Senior Vice President, General Counsel & Secretary South Central MCN LLC 201 E. John Carpenter Freeway, Suite 900 Irving, Texas 75062 bemery@gridliance.com
If to NIXA:	Doug Colvin Director of Public Works City of Nixa P.O. Box 395 Nixa, Missouri 65714 dcolvin@nixa.com
With a copy to:	City Administrator City of Nixa P.O. Box 395 Nixa, Missouri 65714

16. Miscellaneous.

(a) Entire Agreement. This instrument constitutes the entire agreement between the Parties hereto and relative to the Agreement, and any agreement or representation which is not expressly set forth herein and covered hereby is null and void.

(b) Amendments. All amendments, modifications, changes, alterations and supplements to this Agreement must be in writing and executed by both NIXA and SCMCN in order to be deemed valid and enforceable.

(c) No Waiver. If NIXA or SCMCN fails or elects to not enforce the other Party's breach of any term, condition or provision of this Agreement, then NIXA's or SCMCN's failure or election to not enforce the other Party's breach shall not be deemed a waiver of the non-breaching Party's right to enforce one or more subsequent breaches of the same or any other term, condition or provision of this Agreement.

(d) Headings. The headings and captions in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement.

(e) Severability. If any term, condition or provision, or any part thereof, is found by a court of jurisdiction to be unlawful, void or unenforceable, then that term, condition, provision or part thereof shall be deemed severable and will not affect the validity and enforceability of any of the remaining terms, conditions and provisions of this Agreement.

(f) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

17. Survival. The provisions of Sections 4 through 8 and Sections 12 through 17 shall survive the termination of this Agreement regardless of the reason. To the extent there is a surrender by NIXA of one or more Substation easements in accordance with Section 7, Section 4 shall survive only with respect to Environmental Conditions created by NIXA prior to such surrender.

[The next two pages are the signature page.]

IN WITNESS WHEREOF, NIXA and SCMCN have caused this Substation Easement Agreement to be signed as of the Effective Date.

CITY OF NIXA, MISSOURI

By: [Signature]
Name: Brian Steele
Title: Mayor

STATE OF MISSOURI)
) ss:
Christian COUNTY)

Before me, a Notary Public in and for this state on this 28th day of March, 2018, personally appeared Brian Steele to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument ^{as} its Mayor and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such city, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Cindy Robbins
Notary Public

My commission expires: 10/29/18



SOUTH CENTRAL MCN LLC

By: J. Calvin Crowder
J. Calvin Crowder
Chief Executive Officer

STATE OF Texas)
) ss:
COUNTY OF Dallas)

Before me, a Notary Public in and for this state on this 27th day of March, 2018, personally appeared J. Calvin Crowder to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument at its Chief Executive Officer and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Janet Virga
Notary Public

My commission expires: February 9, 2019

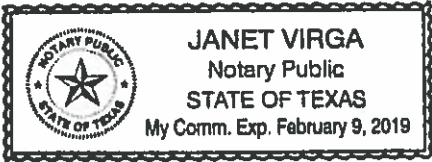


Exhibit A

Facility Name	Latitudes and Longitudes / Coordinates	County
Tracker Substation	37° 3'43.72"N, 93°18'6.82"W	Christian County
Northeast Substation	37° 4'27.65"N, 93°16'50.60"W	Christian County
ESPY Substation	37° 2'24.08"N, 93°18'56.49"W	Christian County
Downtown Substation	37° 2'38.10"N, 93°17'50.71"W	Christian County

Exhibit B

Tracker Substation

Legal Description

ALL OF LOTS TWELVE (12) AND THIRTEEN (13), OF C & K CORNERS, A SUBDIVISION IN CHRISTIAN COUNTY, MISSOURI, ACCORDING TO THE PLAT FILED IN PLAT BOOK "G" AT PAGE 139, RECORDER'S OFFICE OF CHRISTIAN COUNTY, MISSOURI.

Northeast Substation

Legal Description

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 27 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH 16 ACRES OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 27 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI; THENCE S02°11'50"W, 240.00 FEET; THENCE N87°55'10"W, 270.00 FEET; THENCE NORTH 02°11'50"E, 240.00 FEET; THENCE S87°55'10"E, 270.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.49 ACRES.
AND,

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 27 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH 16 ACRES OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 27 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI; THENCE S02°11'50"W, 240.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S02°11'50"W, 20.00 FEET; THENCE N87°55'10"W, 290.00 FEET; THENCE N02°11'50"E, 260.00 FEET; THENCE S87°55'10"E, 20.00 FEET; THENCE S02°11'50"W, 240.00 FEET; THENCE S87°55'10"E, 270.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.24 ACRES.

ESPY Substation

Legal Description

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 27, NORTH, RANGE 22 WEST; THENCE

S89°15'23"E ALONG THE NORTH LINE OF ROYAL ESTATES SUBDIVISION, 507.85 FEET TO AN IRON PIN SET FOR THE POINT OF BEGINNING; THENCE N00°44'37"W, 100.00 FEET TO AN IRON PIN SET; THENCE S89°15'23"E, 150.00 FEET TO AN IRON PIN SET; THENCE S00°44'37"W, 100.00 FEET TO AN IRON PIN SET; THENCE N89°15'23"W, 150.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.34 ACRES.

ALSO INCLUDED IS A PERPETUAL NEUTRAL INGRESS AND EGRESS TO THE SUBJECT PROPERTY LEGALLY DESCRIBED AS FOLLOWS:

A THIRTY FOOT (30') WIDE INGRESS-EGRESS EASEMENT THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 27, NORTH, RANGE 22 WEST; THENCE S89°15'23"E ALONG THE NORTH LINE OF ROYAL ESTATES SUBDIVISION, 40.02 FEET TO THE EAST RIGHT OF WAY OF GREGG ROAD; THENCE N02°23'49"E ALONG SAID EAST RIGHT OF WAY 20.95 FEET TO THE POINT OF BEGINNING; THENCE S89°15'23"E, 366.80 FEET FOR A TERMINUS.

AND,

THAT CERTAIN PARCEL OR TRACT OF LAND BEING A PART OF THE NORTHWEST QUARTER (NW¼) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 22 WEST, IN THE CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NW¼ OF THE SW¼; THENCE S89°15'23"E, ALONG THE NORTH LINE OF ROYAL ESTATES, A SUBDIVISION IN THE CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI, A DISTANCE OF 496.41 FEET TO AN IRON PIN SET FOR A POINT OF BEGINNING; THENCE N00°44'37"E, A DISTANCE OF 125.00 FEET TO AN IRON PIN SET; THENCE S89°15'23"E, A DISTANCE OF 153.79 FEET TO AN IRON PIN SET ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 216, AT PAGE 102 IN THE CHRISTIAN COUNTY RECORDER'S OFFICE; THENCE S02°28'56"W, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 125.06 FEET TO SOUTHEAST CORNER OF SAID TRACT OF LAND, SAID POINT BEING ON THE NORTH LINE OF SAID ROYAL ESTATES; THENCE N89°15'23"W, ALONG SAID NORTH LINE OF ROYAL ESTATES, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS 0.436 ACRES (MORE OR LESS) AND IS SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD.

ALSO, WITH RIGHTS OF INGRESS AND EGRESS OVER AND ACROSS AN ENTRANCE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NW¼ OF THE SW¼; THENCE S89°15'23"E, ALONG THE NORTH LINE OF SAID NW¼ OF THE SW¼, A DISTANCE OF 40.02 FEET TO AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF LOT 2 IN ROYAL ESTATES, A SUBDIVISION IN THE CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI; THENCE S89°15'23"E, ALONG THE NORTH LINE OF SAID ROYAL ESTATES, A DISTANCE OF 367.26 FEET FOR A POINT OF BEGINNING; THENCE N00°44'37"E, A DISTANCE OF 90.00 FEET; THENCE S89°15'23"E, A DISTANCE OF 89.13 FEET; THENCE S00°44'37"W, A DISTANCE OF 90.00 FEET TO A POINT ON THE NORTH LINE OF SAID ROYAL ESTATES; THENCE N89°15'23"W, ALONG SAID NORTH LINE, A DISTANCE OF 89.13 FEET TO THE POINT OF BEGINNING.

ALSO INCLUDED IS A PERPETUAL NEUTRAL INGRESS AND EGRESS TO THE SUBJECT PROPERTY LEGALLY DESCRIBED AS FOLLOWS:

A THIRTY (30') WIDE INGRESS-EGRESS EASEMENT THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 27, NORTH, RANGE 22 WEST; THENCE S89°15'23"E ALONG THE NORTH LINE OF ROYAL ESTATES SUBDIVISION, 40.02 FEET TO THE EAST RIGHT OF WAY OF GREGG ROAD; THENCE N02°23'49"E ALONG SAID EAST RIGHT OF WAY 20.95 FEET TO THE POINT OF BEGINNING; THENCE S89°15'23"E, 366.80 FEET FOR A TERMINUS.

Downtown Substation

Legal Description

ALL OF A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW¼ NW¼) OF SECTION 13, TOWNSHIP 27, RANGE 22, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SAID SUBDIVISION, THENCE NORTH 116½ FEET AND EAST 632 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 80 FEET TO THE NORTH RIGHT OF WAY OF HIGHWAY #14; THENCE WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 150 FEET; THENCE NORTH 116½ FEET TO A POINT DIRECTLY WEST OF THE POINT OF BEGINNING; THENCE EAST 150 FEET TO THE POINT OF BEGINNING.

AND,

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 27, RANGE 22, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SAID SUBDIVISION, THENCE NORTH 341½ FEET; THENCE EAST 632 FEET; THENCE SOUTH 155 FEET FOR A TRUE BEGINNING POINT; THENCE SOUTH 75 FEET; THENCE WEST 150 FEET; THENCE NORTH 75 FEET; THENCE EAST 150 FEET TO SAID TRUE POINT OF BEGINNING, ALL IN CHRISTIAN COUNTY, MISSOURI.