



**Issue:** FIRST READING – COUNCIL BILL #2022-031  
AUTHORIZING AGREEMENTS WITH MJMEUC

**Date:** 03.11, 2021

**Submitted By:** Doug Colvin  
Assistant City Administrator – Director, Nixa Utilities and Public Works

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### Background

The Missouri Joint Municipal Electric Utility Corporation (MJMEUC), the electric corporation arm of the Missouri Public Utility Alliance (MPUA) is in the process of purchasing the electric transmission assets we sold to Gridliance in 2018. For them to complete the sale, they have asked staff for assistance on several associated items. Over the past few months, staff has been working with their legal counsel and engineering consultant to assist with accurate information about the system and to develop new agreements necessary for system operations by both parties.

### Analysis

Upon the sale of the 69 Kv transmission assets to Gridliance, we entered into agreements with them for certain maintenance functions, such as how we handled pole attachments, substation rent, operational and maintenance responsibilities. These agreements included a Master Services Agreement, Pole Attachment Agreement and Substation Agreement.

To complete the upcoming closing of the sale of these same assets from Gridliance to MJMEUC, new agreements need to be in place for continued operations as our systems are interconnected and MJMEUC has yet to employ a full line and substation crew of their own. As with the Gridliance agreements, we not only work within their substation property, we have equipment that is also shared for operational purposes.

Staff has worked very close with MJMEUC consultants to develop the four proposed agreements (attached) that would be authorized by this Ordinance. To date, we have met to discuss and evaluate every possible aspect of operations, assets, materials, our capabilities and equipment, how to coordinate operations for various functions, testing, patrolling, as well as insurance requirements, safety protocols, security and even potential future upgrades they will want to make.

The attached Council Bill contains sections for each of the agreements requiring action. The agreements are listed as Council Bill Exhibits as follows:

Section 1. Council Bill Exhibit A – Franchise Agreement: Because most of the transmission line is located within a city street or MoDOT right-of-way, there are no easements for those line segments. A Franchise Agreement will allow MJMEUC to operate their system within our public right-of-ways. Authorized by the Nixa City Charter, City Council may grant a franchise for this purpose for up to 20 years. At 20 years it could be renewed by City Council for continued operations based on MJMEUC meeting the terms of the franchise. A Franchise Agreement for this purpose is included with this authorization.



Section 2      Council Bill Exhibit B - Lease Agreement: This is necessary for us to continue to operate and maintain our distribution equipment located within their substation property. This equipment includes the step-down transformer, high side and low side buss and distribution breakers and reclosures. We also have shared equipment such as the control buildings and numerous systems located in the buildings. Previously our use of their property was “traded in-kind” for our work to complete certain maintenance functions for Gridliance such as daily monitoring, grounds maintenance and oversight of some equipment maintenance.

In the attached version with MJMEUC, we have actually split out the areas we need to use and will pay rent for the use of the property. They in-turn will pay us for the operations and maintenance services which is covered in the O&M Agreement discussed below.

Rent has been figured by calculating the percent of actual square footage we will use (see Exhibit A) and paying 12% of the value of our portion. As example, we use 1,100 square foot of the total 28,500 square feet at the Tracker substation, which is 3.86% of the total land area. The value of the improved substation property is \$124,491. Therefore, we would pay 12% of the value of 3.86% of area assigned to us (see Exhibit A). Our total annual rent for the four substations will be \$5,751.26.

Section 3      Council Bill Exhibit C – Operations and Maintenance Agreement: This agreement replaces the old Gridliance Master Services Agreement. Because we are the local presence and MJMEUC does not have their own operating crews yet, we will complete certain O&M functions somewhat as a contract operator for MJMEUC. This works very well for us as we will be getting reimbursed for work we were doing as “rent offset” before. Though I do not have the actual cost yet, we will be made whole and not subsidize MJMEUC. We anticipate that our O&M reimbursement will exceed what we will pay in annual rent. Charges will be based on a labor schedule (Exhibit E) and equipment rental per the FEMA equipment value for mutual aid (Exhibit F). Materials will be supplied by MJMEUC. In the event we need to supply any materials they don’t have in stock, such as in an emergency, we would charge them the actual replacement cost plus an administrative fee for restocking our materials.

It is both parties’ intention that MJMEUC will eventually take on the majority of this work when they have developed the equipment and crew size necessary to take it on. I do anticipate however that this will be several years in the future.

Section 4      Council Bill Exhibit D - Termination of Substation Easement Agreement is simply to terminate the substation easement agreement between Nixa and Gridliance. This action will be required by the Recorder of Deeds. It is being replaced by the Exhibit B Lease Agreement above.

Section 5      Council Bill Exhibit E - Assignment of Easements is necessary because the exhibit in the previous assignment from Nixa to Gridliance did not list any easements. So, Gridliance essentially has no easements to assign. Since Nixa still owns them, we will need to approve this action to transfer them to MJMEUC.



### Recommendation

Staff recommendation will be to approve CB@2022-031 upon second reading at your next meeting. Until then, we are available to answer and questions or concerns you may have.

1 AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE  
2 MAYOR TO EXECUTE A FRANCHISE AGREEMENT, LEASE AGREEMENT, AN  
3 OPERATIONS AND MAINTENANCE AGREEMENT, AND OTHER RELATED  
4 AGREEMENTS WITH THE MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY  
5 CORPORATION TO FACILITATE THE TRANSFER OF CERTAIN ELECTRIC  
6 TRANSMISSION ASSETS TO SAID CORPORATION.  
7  
8

9 **WHEREAS** the Missouri Municipal Electric Utility Corporation ("MJMEUC") is in  
10 the process of purchasing certain electric transmission assets sold to Gridliance by the  
11 City in 2018; and  
12

13 **WHEREAS** over the past several months, City staff and representatives from  
14 MJMEUC have been negotiating certain instruments to ensure that the electric system  
15 will operate in the best interest of both the City and MJMEUC once MJMEUC acquires  
16 the electric transmission assets; and  
17

18 **WHEREAS** three agreements have been agreed to in principle by City staff and  
19 MJMEUC staff, these agreements are a Franchise Agreement, a Lease Agreement, and  
20 an Operations and Maintenance Agreement; and  
21

22 **WHEREAS** Section 82.230 RSMo., grants constitutional charter cities the  
23 authority to grant, regulate, and control the exercise of any public franchise or privilege  
24 involving the use of the streets or public ways of such cities; and  
25

26 **WHEREAS** the City Council, pursuant to Article XI of the City Charter, is  
27 authorized to grant public franchises or privileges; and  
28

29 **WHEREAS** Section 70.220 RSMO., authorizes the political subdivisions of the  
30 State to contract and cooperate with one another for the planning, development,  
31 construction, acquisition or operation of any public improvements or facility, or for a  
32 common service; and  
33

34 **WHEREAS** for the reasons stated herein, the Council desires to authorize the  
35 execution of the Agreements and Instruments referenced herein.  
36

37 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**  
38 **NIXA, AS FOLLOWS, THAT:**  
39

40 **SECTION 1:** The Mayor, or designee, is hereby authorized to execute the  
41 "Franchise Agreement" attached hereto, and incorporated herein by this reference, as  
42 "Council Bill Exhibit A," with the Missouri Joint Municipal Electric Utility Commission. Said  
43 Franchise Agreement shall be in substantially similar form as the document attached  
44 hereto as "Council Bill Exhibit A."  
45

**SECTION 2:** The Mayor, or designee, is hereby authorized to execute the "Lease Agreement" attached hereto, and incorporated herein by this reference, as "Council Bill Exhibit B," with the Missouri Joint Municipal Electric Utility Commission. Said Lease Agreement shall be in substantially similar form as the document attached hereto as "Council Bill Exhibit B."

**SECTION 3:** The Mayor, or designee, is hereby authorized to execute the "Operations and Maintenance Agreement" attached hereto, and incorporated herein by this reference, as "Council Bill Exhibit C," with the Missouri Joint Municipal Electric Utility Commission. Said Operations and Maintenance Agreement shall be in substantially similar form as the document attached hereto as "Council Bill Exhibit C."

**SECTION 4:** The Mayor, or designee, is hereby authorized to execute the "Termination of Substation Easement Agreement" attached hereto, and incorporated herein by this reference, as "Council Bill Exhibit D," with the Missouri Joint Municipal Electric Utility Commission. Said Termination of Substation Easement Agreement shall be in substantially similar form as the document attached hereto as "Council Bill Exhibit D."

**SECTION 5:** The Mayor, or designee, is hereby authorized to execute the "Assignment of Easements" instrument attached hereto, and incorporated herein by this reference, as "Council Bill Exhibit E," with the Missouri Joint Municipal Electric Utility Commission. Said instrument shall be in substantially similar form as the document attached hereto as "Council Bill Exhibit E."

**SECTION 6:** The Mayor and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Ordinance.

**SECTION 7:** This Ordinance shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

**ADOPTED BY THE CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.**

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
PRESIDING OFFICER

**APPROVED BY THE MAYOR.**

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

**COUNCIL BILL NO. 2022-031**

**ORDINANCE NO. \_\_\_\_\_**

92 APPROVED AS TO FORM:

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95 \_\_\_\_\_

CITY ATTORNEY

\_\_\_\_\_  
DATE OF APPROVAL

**FRANCHISE AGREEMENT**

**THIS FRANCHISE AGREEMENT** ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between the **CITY OF NIXA**, in the County of Christian, State of Missouri, a Constitutional Charter City, with its principal office located at 715 W. Mt. Vernon St., Nixa, Missouri 65714 ("City"), and the **MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION**, a body corporate and politic of the State of Missouri, organized as a joint municipal utility commission pursuant to Section 393.700 *et seq.* RSMo, with its principal office located at 2200 Maguire Blvd., Columbia, Missouri 65201 ("MJMEUC").

**RECITALS**

A. MJMEUC is an entity authorized by state statute and by the Missouri Public Service Commission ("MOPSC") to construct and operate an electrical transmission line providing electrical power and energy, the provision of which requires the installation, operation and maintenance of power poles and other related Facilities to be located within the public right of way and within easements of the City or on land owned by MJMEUC.

B. It is agreed and acknowledged that this franchise agreement grants to MJMEUC the right, privilege, and authority to construct, reconstruct, access, repair, expand, improve, alter, replace, operate, use, inspect, maintain, and remove MJMEUC's Facilities on property owned by the City, the City's public right of way, and easements the City is authorized to utilize for utility purposes (collectively, the "Public ROW").

C. Pursuant to Article XI of the City's Charter, the City Council is authorized to grant such Franchise following public hearing, and it is the City's policy to permit such use of the Public ROW for provision of utility services, which includes electrical transmission services, and further finds it to be in the public interest to grant permission to MJMEUC to construct, reconstruct, access, repair, expand, improve, alter, replace, operate, use, inspect, maintain, and remove electrical transmission power poles and other related facilities, subject to the terms and conditions outlined below.

**THE PARTIES THEREFORE AGREE:**

1. **Definitions.** For the purpose of this Agreement, capitalized terms have the meaning specified in this section, and if not defined herein, their ordinary meaning:

"Agreement" means this Franchise Agreement, together with Appendices and Exhibits attached to this Agreement, if any, and any amendments or modifications thereto.

"Applicable Law" or "Law" means all federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations.

“Authorizations” means any permissions MJMEUC must have in addition to this Agreement to construct, install, or maintain Facilities or provide services, which may include licenses, permits, zoning approvals, variances, exemptions, grants of authority to use private rights of way or easements or Facilities, agreements to make attachments to poles, ducts, conduits, towers, buildings, manholes, and the like, and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.

“Authorized Facilities” means Facilities that comply with the requirements of this Agreement, and the City Code or Ordinances, and have all necessary Authorizations in full force and effect.

“Construction and Maintenance” and variations of those terms refer to any activity performed in the Public ROW with respect to the Facilities, including, but not limited to, constructing, reconstructing, accessing, repairing, expanding, improving, altering, replacing, operating, using, inspecting, maintaining, and removing.

“Easement(s)” means covenants running with real property and land affected and which are binding on the landowner, the City, and MJMEUC, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants, or persons claiming by, through or under them. In furtherance of the foregoing, City and MJMEUC agree and acknowledge that any right, permission, or authority granted under this Agreement shall not and cannot exceed the right, permission, or authority granted under the original document of conveyance of rights to the City.

“Emergency” means a situation exists which, in the reasonable discretion of City or MJMEUC, if not remedied immediately, poses an imminent threat to public health, life, or safety, damage to property or a service outage.

“Facilities” means any and all equipment and installations of any kind acquired from GridLiance High Plains, LLC or under the control of MJMEUC that are reasonably necessary and appropriate for the transmission of electrical energy within or without the City including, but not limited to, poles, towers and structures, such wires and cables as MJMEUC shall from time to time suspend therefrom or bury, foundations, footings, attachments, anchors, ground connections, communications devices, antennas, conduit, circuits, vaults, switch cabinets, transformers, or other equipment, accessories, and appurtenances as MJMEUC may deem necessary or desirable in connection therewith.

“Good Utility Practice” means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good



business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those Practices required by the Federal Power Act section 215(a)(4).

“Public right of way” or “Public ROW” means the area upon, over, along and across the surface of and the space above and below the streets, alleys, roads, highways, sidewalks, bridges, City park property and other public ways over which the City has jurisdiction, as well as any other dedicated or acquired easements or interest of the City in any real property for right of way or other utility purposes.

2. **Grant.** The City represents and covenants that it has previously acquired rights for the construction and maintenance of an electric transmission line and the associated facilities needed to operate such electric transmission line from third-party landowners and has full rights and power to grant and convey such rights to MJMEUC as herein provided. Subject to the terms and conditions of this Agreement, MJMEUC is hereby granted the nonexclusive right to Construct and Maintain its Authorized Facilities within the Public ROW, which rights shall be exercised at MJMEUC’s sole cost and expense, and which shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of records which may affect the Public ROW. MJMEUC may not grant any person the right to use or occupy the Public ROW. The grant does not extend to any other service, and MJMEUC may be required to obtain an additional franchise, license, permit or an amendment to this Agreement before using and occupying the Public ROW to provide additional services.

The parties understand and agree that certain Authorized Facilities are currently located within City park property and other public ways over which the City has jurisdiction. All such Authorized Facilities that exist as of the date of this Agreement may continue to be maintained in their current location, including constructing any substantially similar replacements of such Authorized Facilities. MJMEUC shall obtain the City’s written consent prior to constructing any new Authorized Facilities within City park property.

3. **Franchise Fee.** As consideration for this Agreement, MJMEUC has paid the City Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. During the term of this Agreement, no other fees shall be payable by MJMEUC with respect to the rights granted under this Agreement, except for those fees specifically set out in Paragraph 10 of this Agreement.

4. **Term.** The initial term of this Agreement shall be for a period beginning on the date MJMEUC acquires the Facilities from GridLiance High Plains, LLC and ending twenty (20) years thereafter, but in accordance with City’s Charter Section 11.4.

Upon termination of this Agreement, MJMEUC’s rights to use and occupy the Public ROW are terminated. Notwithstanding the foregoing, all of MJMEUC’s duties related to use of the Public ROW, and its duties to indemnify the City, shall survive

termination and continue thereafter until the Facilities are removed from the Public ROW, or MJMEUC's obligations terminate by other written agreement of the Parties.

**5. Compliance with Law and Other City Regulations.**

A. The authority of MJMEUC to use and occupy the Public ROW shall always be subject and subordinate to the reasonable non-discriminatory, generally applicable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the Public ROW, provided that any such exercise may not be unreasonable or discriminatory. MJMEUC shall be subject to all Applicable Laws now or hereafter adopted including Article XI of the City's Charter.

B. MJMEUC shall obtain and is responsible for any necessary permit, license, certification, grant, registration, or any other Authorization required by any appropriate governmental entity, including, but not limited to, the City, Federal Energy Regulatory Commission (FERC), Missouri Public Service Commission (MO PSC), Missouri Department of Natural Resources (DNR), or Missouri Department of Transportation (MODOT) with respect to Construction and Maintenance of Facilities within the Public ROW. MJMEUC shall also comply with all Applicable Laws, including, but not limited to, those relating to the construction in and use of the Public ROW. The foregoing compliance obligations shall be subject to MJMEUC's right to challenge in good faith such Applicable Laws.

C. Nothing in this Agreement shall be construed as a waiver of any laws, regulations, or rules of the City or of the City's right to require MJMEUC to secure the appropriate Authorizations, or to pay the applicable fees associated with same. Nothing in this Agreement shall act as a waiver of the City's police powers.

D. All work involved in the Construction and Maintenance of the Facilities shall be performed in a safe, thorough, and reliable manner using materials of good and durable quality and pursuant to Good Utility Practice. MJMEUC will comply with any reasonable City requirements for identification of Facilities and for identification of employees, subcontractors, vehicles, and equipment when performing work within the Public ROW.

E. Notwithstanding the foregoing, in the event Emergency repairs to Facilities within the Public ROW are necessary, MJMEUC may conduct Emergency work at any time and must provide the City with written or oral notice of Emergency work as soon as reasonably practicable, but in no event later than five business days after the Emergency work has commenced.

F. City shall not require the replacement, transfer or removal of any MJMEUC Facilities, except in the event of an Emergency. In the event of an

Emergency, MJMEUC shall replace, transfer, or remove its Facilities at its sole cost.

**6. Use of Public ROW.**

A. Subject to the provisions of this Agreement, MJMEUC shall have the right to Construct and Maintain its Facilities within the Public ROW. The Facilities shall be so Constructed and Maintained so as not to obstruct or hinder the usual travel or public safety within the Public ROW or obstruct the legal use by other utilities or other non-exclusive users of the Public ROW, and to maximize efficient use of the Public ROW, and all installations of the Facilities under hard surfaces shall be installed in accordance with plans submitted to and approved by the City. For purposes of this requirement, the term “hard surfaces” shall mean concrete, asphalt, or any other hard surface with similar structural characteristics. In no event may Facilities be Constructed and Maintained in a manner that creates a hazardous condition, or a condition that is inconsistent with Applicable Laws.

B. MJMEUC shall participate in the Missouri One Call utility location program with respect to all of its Facilities in the Public ROW. MJMEUC and its contractors shall coordinate with the City with respect to the placement of any new Facilities in a manner that minimizes adverse impact on public improvements, the Public ROW, and users of them, as reasonably determined by the City in a non-discriminatory, generally applicable manner. Further, City may require MJMEUC to coordinate construction activities with other entities occupying the Public ROW whenever commercially reasonable. Where placement is not otherwise regulated, the Facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by the public improvements and the users of the same.

C. City shall have commercially reasonable access to inspect any work conducted by MJMEUC to Construct or Maintain the Facilities within the Public ROW.

D. MJMEUC shall keep and maintain accurate records and as-built drawings depicting accurate horizontal and vertical locations of the Facilities within the Public ROW, and such records and drawings shall be promptly provided to the City upon request.

E. Except for additional Construction and Maintenance required by FERC or Southwest Power Pool, Inc. (“SPP”), or as necessary in the event of any Emergency, prior to installation of any additional Facilities, MJMEUC will submit to the City for approval all designs for the Construction and Maintenance of such Facilities in strict compliance with all non-discriminatory, generally applicable regulations and standards required by the City.

7. **Duty of Competent Supervision and Performance.** The Parties further understand and agree that, in the performance of work under this Agreement, MJMEUC and City agents, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other electrical Facilities. The Parties understand and intend that MJMEUC's use of the Facilities will not be interrupted during the continuance of this Agreement, except in Emergencies. MJMEUC and City shall ensure that their employees, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, agents, contractors, and subcontractors; as well as employees, agents, contractors, and subcontractors of the other Party; and the general public, from harm or injury while performing work within the Public ROW. In addition, MJMEUC and City shall furnish their employees, agents, contractors, and subcontractors with competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner.

MJMEUC and City agree that in Emergency situations in which it may be necessary to de-energize any part of the Facilities, MJMEUC and City shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the Facilities are made safe. When circumstances require de-energizing of any Facilities, notice shall be given in advance to MJMEUC. Only MJMEUC is permitted to perform the de-energizing process.

8. **Limitation on Use of Portion of ROW and Easements.** The City shall have the authority to prohibit the use or occupation of a specific portion of the Public ROW by MJMEUC due to a reasonable public interest necessitated by public health, safety, and welfare so long as the authority is exercised in a competitively neutral manner and is not unreasonable or discriminatory. A reasonable public interest shall include, but not be limited to, the following:

A. The prohibition is based upon a recommendation of the City's Public Works Director city engineer, is related to public health, safety and welfare, and is nondiscriminatory;

B. The City reasonably determines, after affording MJMEUC reasonable notice and an opportunity to be heard, that a denial is necessary to protect the public health and safety and is imposed on a competitively neutral and nondiscriminatory basis; or

C. The specific portion of the Public ROW that MJMEUC seeks to use and occupy is environmentally sensitive as defined by state or federal law or lies within a previously designated historic district as defined by local, state, or federal law.

9. **Repair or Damage to ROW or Easement.** MJMEUC shall promptly repair all damage to the Public ROW, including, but not limited to, any public drain, sewer, catch basin, water pipe, pavement or other public improvement caused by the activities of

MJMEUC, or of any agent, affiliate, employee, contractor or subcontractor of MJMEUC, while occupying, installing, repairing or maintaining Facilities in the Public ROW and will return the Public ROW, including, but not limited to, any public drain, sewer, catch basin, water pipe, pavement or other public improvement to its functional equivalence before the damage pursuant to the reasonable requirements and specifications of the City. If MJMEUC fails to make the repairs required by the City, the City may make those repairs and MJMEUC will promptly reimburse the City for all such costs of the repairs.

10. **Fees.** The City may, at its sole discretion, assess any of the following fees against MJMEUC for use and occupancy of the Public ROW, provided that such fees reimburse the City for its reasonable, actual and verifiable costs of managing the Public ROW, and are imposed on a nondiscriminatory manner:

A. A permit fee in connection with issuing any construction permit to set equipment or fixtures in the Public ROW to compensate the City for issuing, processing and verifying the permit application;

B. An excavation fee for each street or pavement cut to recover the costs associated with Construction and Maintenance activity of MJMEUC, its assigns, contractors and subcontractors with the exception of Construction and Maintenance activity directly related to improvements for the health, safety and welfare of the public; provided, however, imposition of such excavation fee must be based upon a regional specific or other appropriate study establishing the basis for such costs which take into account the life of the City street prior to the Construction and Maintenance activity and the remaining life of the City street. Such excavation fee is expressly limited to activity that results in an actual street or pavement cut; and

C. Repair and restoration costs associated with repairing and restoring the Public ROW because of damage caused by MJMEUC, its assigns, contractors, and/or subcontractors in the Public ROW.

D. Nothing herein shall be construed as limiting the City's ability or authority to impose additional fees by ordinance provided that such fees are in accordance with State law.

11. **Indemnification and Hold Harmless.**

A. It shall be the responsibility of MJMEUC to take adequate measures to protect, maintain, and defend its Facilities in the Public ROW from harm or damage. If MJMEUC fails to accurately or timely locate Facilities when requested, in accordance with the Missouri One Call program, MJMEUC shall have no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures, including calling Missouri One Call for

utility locations and observing marker posts when working near MJMEUC's Facilities.

B. MJMEUC and City shall each defend, indemnify, and hold the other Party and its officers, board members, council members, commissioners, representatives, employees, agents, and contractors harmless against any and all claims, lawsuits, judgments, costs, liens, losses, damages, fines, taxes, special charges, penalties, payments, expenses, fees (including reasonable attorneys' fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence or intentional misconduct of that Party, or any agent, officer, director, representative, employee, affiliate, contractor, or subcontractor of that Party, or its respective officers, agents, employees, directors or representatives, while installing, repairing, operating, or maintaining facilities in the Public ROW. MJMEUC and City further release the other Party from any liability claims, demands, actions and/or causes of action, whatsoever arising out of or related to any loss, damage, or injury (including death) that may be sustained by the other Party or the other Party's employees, agents, contractors, subcontractors, or invitees, while the privileges granted by this Agreement are being exercised, and further, MJMEUC and City agree to hold the other Party harmless from the same.

C. In the event MJMEUC and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Missouri without, however, waiving any governmental immunity available to the City or MJMEUC under state law and without waiving any defenses of the Parties under state or federal law. This Section 11 is solely for the benefit of the City and MJMEUC and does not create or grant any rights, contractual or otherwise, to any other person or entity.

12. **No Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other for any consequential, incidental, indirect, liquidated, punitive or special damages, or lost revenue, or lost profits to any person arising out of this Agreement or the performance or nonperformance of any provision of this Agreement, even if such Party has been informed of the possibility of such damages.

13. **Insurance.**

A. During the term of this Agreement, MJMEUC shall obtain and maintain insurance coverage for the duration of this Agreement, at its sole expense, with financially reputable insurers that are licensed to do business in the State of Missouri. MJMEUC shall obtain and maintain not less than the following insurance:

- i. General Liability or Excess General Liability Insurance. MJMEUC shall maintain coverage of at least One Million Dollars (\$1,000,000) on an occurrence basis, with an aggregate of Two Million Dollars (\$2,000,000), for bodily injury (including death), property damage (including loss of use). Such coverage shall provide coverage for products and completed operations, blanket contractual, broad form property damage, and independent contractors.
- ii. Workers Compensation. MJMEUC shall maintain coverage as required by law and Employer's Liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) for each accident, disease each employee, with a One Million Dollars (\$1,000,000) disease policy limit. In the event MJMEUC contracts or subcontracts the Services to be performed, MJMEUC shall require the City and Approved Subcontractor, as applicable, to fulfill the worker's compensation terms of this Agreement.
- iii. Business Auto Liability Insurance. MJMEUC shall maintain coverage for MJMEUC's owned, non-owned, leased, and hired vehicles with limits of at least One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage for each accident when any auto is used in performing services on or within the Public ROW.
- iv. Property Coverage. MJMEUC shall maintain all risk Property Coverage with respect to the substations, with such coverage to be subject to deductibles and sublimits at levels deemed appropriate by MJMEUC's governing body.
- v. Pollution Liability Insurance. MJMEUC shall maintain coverage of at least Five Million Dollars (\$5,000,000) for each occurrence and in the aggregate. Coverage to include, but not limited to, bodily injury, property damage, cleanup expenses, and defense costs. Policy to be written on a claims-made basis, with coverage to be maintained and remain in effect for at least five (5) years beyond the expiration or termination of this Agreement.
- vi. Umbrella or Excess Liability Insurance. MJMEUC shall maintain coverage of at least Five Million Dollars (\$5,000,000) combined single limit each occurrence and in the aggregate. Coverage to include excess of limits provided by General Liability, Employers Liability, and Business Automobile insurance. The aggregate limit shall apply separately to each annual policy period.

B. MJMEUC shall, as a material condition of this Agreement, prior to the commencement of any work in the Public ROW, deliver to the City a certificate of insurance, satisfactory in form and content to the City, evidencing that the above

insurance is in force. MJMEUC shall timely notify the City if the insurance is cancelled or materially changed with respect to areas and entities covered.

C. No policies of insurance required to be obtained by MJMEUC or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with the City, or (2) exclude coverage of liability arising from excavating, collapse, or underground work.

D. MJMEUC shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program.

14. **Notification of Claims.** MJMEUC and City shall promptly advise the other in writing of any known claim or demand against MJMEUC or the City related to or arising out of MJMEUC's activities or Facilities in the Public ROW.

15. **Municipal Liability Limits.** No provision of this Agreement is intended, or shall be construed to be, a waiver for any purpose by the City or by MJMEUC of any applicable state limits on municipal liability or governmental immunity.

16. **Termination.** City will have the right to terminate this Agreement (i) if the City is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of all of the Facilities from the Public ROW, (ii) if MJMEUC's Authorizations with respect to all of the Facilities and/or provision of Service are terminated, revoked, expired, or otherwise abandoned, or (iii) in the event of MJMEUC's breach of this Agreement.

A. In the event of MJMEUC's breach of this agreement, the City shall have the right to terminate this Agreement in accordance with the following procedure. The City shall first serve a written notice upon MJMEUC, setting forth in detail the nature of the breach, and MJMEUC shall have thirty (30) days thereafter to cure such breach. If the breach remains uncured at the end of the thirty (30) day period, the City may terminate this Agreement by serving written notice upon MJMEUC. If curing such default has commenced and MJMEUC is diligently proceeding to complete performance to the reasonable satisfaction of the City, but the cure cannot be reasonably completed within thirty (30) days, MJMEUC shall be granted additional time to complete such cure as is mutually agreed upon by the Parties. In addition, the City may pursue any other remedies available to it at law or equity.

B. The following are breaches of this Agreement: (1) MJMEUC fails to perform or comply with any of the conditions or covenants of this Agreement and such failure continues for a period of thirty (30) days; (2) MJMEUC fails to pay any sums due to the City under this Agreement; or (3) MJMEUC's acts, or omissions, related to the subject matter of this Agreement, create an imminent hazard to persons or properties which MJMEUC cannot or does not promptly correct.



17. **Removal of Facilities.** Following the termination of this Agreement for any reason, or in the event MJMEUC ceases to operate and abandons all of the Facilities, then upon the City's written request, MJMEUC shall within one (1) year, remove all Facilities from the Public ROW and restore the Public ROW in as good condition as it was as of the effective date of this Agreement.

18. **Release, Vacate, Sale, Conveyance, or Abandonment of Public ROW.** In the Event the City shall release, vacate, sell, convey, or abandon any portion of its Public ROW in which MJMEUC Facilities are located, then this Franchise Agreement shall apply to the replacement Public ROW. City shall provide to MJMEUC notice of such replacement rights and shall provide evidence in recordable form of the replacement Public ROW including a legal description and drawing.

19. **Transfer and Assignment.** MJMEUC agrees that this Agreement, along with the rights and duties under this Agreement, shall not be assigned or transferred, either in whole or in part, or leased or sublet in any manner, without the prior written consent of the City. MJMEUC will give the City notice of such a proposed transfer or assignment and make itself available to respond to reasonable inquiries by the City. This provision shall not apply to sales of property or equipment in the normal course of business. No consent from the City shall be required for a transfer in trust, mortgage, or other instrument used to secure an indebtedness. Any transfer or assignment shall only be to a utility or electrical service provider, provided the transfer or assignment does not create any additional burden upon the Public ROW or adversely affect the City's interests under this Agreement. Any assignee or transferee must accept, by becoming a signatory to this Agreement, all obligations of MJMEUC, as well as take responsibility for all acts and omissions of MJMEUC known and unknown. Any attempted assignment of this Agreement without satisfying the requirements of this section shall be void.

20. **Receivership, Foreclosure or Act of Bankruptcy.**

A. All rights, privileges and authority granted hereunder to MJMEUC shall, at the option of the City, cease and terminate one hundred twenty (120) days after the filing of bankruptcy or the appointment of a receiver or trustee to take over and conduct the business of MJMEUC whether in a receivership, reorganization, bankruptcy or other action or proceeding unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless such receiver or trustee shall have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Agreement granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all breaches under this Agreement.

B. In the case of foreclosure or other judicial sale of MJMEUC's Facilities, or any part thereof, including or excluding this Agreement, the City may serve notice of termination upon MJMEUC and the successful bidder at such sale, in which event this Agreement herein granted and all rights and privileges of this

Agreement hereunder shall cease and terminate thirty (30) days after service of such notice, unless: (1) the City shall have approved the transfer of this Agreement to the successful bidder, as and in the manner in this Agreement provided; and (2) such successful bidder shall have covenanted and agreed with the City to assume and be bound by all the terms and conditions to this Agreement.

21. **Reservation of Rights.** In entering into this Agreement, neither the City's nor MJMEUC's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Agreement, neither the City nor MJMEUC waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or MJMEUC may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of this Agreement or any present or future laws, ordinances, rulings, and/or regulations which may be the basis for the City and MJMEUC entering into this Agreement.

22. **Notices.** MJMEUC shall at all times maintain on file with the City a point of contact or a telephone number that allows the City to reach an authorized person, who shall be available at all times and qualified to respond to the City's concerns or requests regarding this Agreement and to act on behalf of MJMEUC in the event of an Emergency. Emergency notice by MJMEUC to the City may be made by telephone to Director of Utilities for the City. All other notices between the Parties shall be in writing and shall be made by personal delivery, by certified mail, return receipt requested, or by an overnight delivery service providing proof of delivery.

**City:**

City of Nixa, Missouri  
Attn: \_\_\_\_\_  
715 W. Mt. Vernon St.  
Nixa, Missouri 65714

With Copy to:  
Nicolas Woodman  
City Attorney  
715 W. Mt. Vernon St.  
Nixa, Missouri 65714

**MJMEUC:**

MJMEUC  
Attn: \_\_\_\_\_  
2200 Maguire Blvd.,  
Columbia, Missouri 65201

With Copy to:  
Douglas Healy  
General Counsel  
3010 E. Battlefield, Suite A  
Springfield, MO 65804

23. **Failure to Enforce.** The failure of either Party to enforce and remedy any noncompliance with the terms and conditions of this Agreement shall not constitute a waiver of rights nor a waiver of the other Party's obligations as provided herein.

24. **Materials and Claims/Liens.** All materials furnished for any work done in or on the Public ROW by MJMEUC shall be at MJMEUC's sole cost and expense. MJMEUC agrees to protect the Facilities installed in the Public ROW and the City, from all claims of contractors, laborers, and materialmen pertaining to such work. MJMEUC

shall promptly pay all contractors and materialmen furnishing labor, materials, or services with respect to any work performed by or on behalf of MJMEUC in the Public ROW, so as to minimize the possibility of a lien attaching to any property of the City. Should any such lien be made or filed by reason of such work performed by or on behalf of MJMEUC, MJMEUC shall cause the same to be discharged and released of record by bond or otherwise within thirty (30) days after written request by City.

25. **Severability.** If any clause, sentence, or section of this Agreement is or shall become invalid under any Applicable Law, regulation, or rule of law or held to be invalid by a court of competent jurisdiction, such invalidity shall not materially alter the essence of this Agreement to either Party, and such provision shall not affect the validity of the remainder, as a whole or any part hereof, other than the part declared invalid.

26. **Force Majeure.** If either the City or MJMEUC is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fires, floods, earthquake, or like acts of nature, war, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including, without limitation, epidemic or pandemic, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, supply chain delays or any other such cause not attributable to the negligence or fault of the Party delayed in performing the acts require by this Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected Party shall endeavor to remove or overcome such inability as soon as reasonably possible.

27. **Applicable Law.** This Agreement, the performance hereunder, and all suits and special proceedings hereunder shall be interpreted according to the laws of the State of Missouri. Venue will only lie in a State Court within Boone County, Missouri.

28. **Modification.** This agreement shall not be modified or amended except by written instrument executed by the City and MJMEUC, or its successors, transfers, or assigns.

**EXECUTED** the day and year first above stated.

[Remainder of this page left blank. Signature pages follows].

**CITY OF NIXA, MISSOURI**

By: \_\_\_\_\_  
Brian Steele, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Robbins, City Clerk

**ACKNOWLEDGEMENT**

STATE OF MISSOURI

COUNTY OF CHRISTIAN

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before, the undersigned authority, a Notary Public in and for said State and County, personally appeared Brian Steele and Cindy Robbins, who, being duly sworn according to law, acknowledged they are the Mayor and City Clerk of the City of Nixa, Missouri, and that as such Mayor and City Clerk, being authorized to do so, executed the Franchise and Easements Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

[Signatures continue on following page.]

**MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION  
MJMEUC**

By: \_\_\_\_\_  
John Twitty, President and CEO

**ACKNOWLEDGEMENT**

STATE OF MISSOURI

COUNTY OF BOONE \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before, the undersigned authority, a Notary Public in and for said State and County, personally appeared John Twitty, President and CEO of MJMEUC, and that as such President and CEO, being authorized to do so, executed the Franchise and Easements Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

**LEASE AGREEMENT**

**BETWEEN**

**MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION**

**AND**

**CITY OF NIXA, MISSOURI**

**Dated \_\_\_\_\_, 2022**

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") made and effective this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between Missouri Joint Municipal Electric Utility Commission, a body public and corporate organized and existing under the laws of the State of Missouri, with its principal office located at 2200 Maguire Blvd. Columbia, MO 65201 ("MJMEUC") and the City of Nixa, in Christian County, State of Missouri, a Constitutional Charter City, with its principal office located at 715 W. Mt. Vernon St., Nixa, Missouri 65714 ("City"). MJMEUC and City are each also referred to herein as a Party and collectively as the Parties.

1. Leased Space at Substations for Benefit of City. MJMEUC leases to City and City leases from MJMEUC certain space in each substation as delineated in **Exhibit A** (the "Lease Space").

2. Term. The term of this Agreement is for a period of Ninety-Nine (99) years, commencing upon the date MJMEUC is granted a deed to the real estate legally described on **Exhibit D** (the "Premises"), unless earlier terminated by operation of Section 16 herein.

3. Rental Payments. City agrees to pay to MJMEUC, from the City's electric utility system revenues, as an operating expense of the City's electric utility system, an annual rental payment in the amount of \$5,751.26 for the 2022 calendar year, with the initial rental payment due within thirty (30) days of the Term of this Agreement commencing as set out in Paragraph 2 of this Agreement, and each subsequent rental payment due on January 15<sup>th</sup> of each successive year thereafter. The Parties agree the annual rental payment will increase three percent (3%) each year. Unless otherwise directed by MJMEUC, all payments due under this Section 3 will be made payable to MJMEUC at the address specified in **Exhibit C**.

4. Joint Use of Premises. The use of Premises will be jointly with MJMEUC's use of the Premises. City's employees, contractors, subcontractors, licensees, invitees, representatives, and agents may use and occupy the Premises as a City operated electrical distribution substation, and may construct, reconstruct, replace, modify, uprate, upgrade, remove, maintain, inspect, and operate its electrical distribution facilities with structures, poles, and all accessory facilities, equipment and systems used or useable in an electrical distribution substation, along with equipment and systems used or useable for the transmission or provision of telecommunications and fiber optic services (collectively, "City's Facilities"), on, over, under and across the Premises, together with rights of ingress and egress on, over and across the Premises, provided the City complies with the Safety Rules as defined below in 4.1 and fulfills the provisions of this Agreement.

4.1. Safety Rules means (a) Good Utility Practice, (b) all Requirements of Law, (c) written instructions from MJMEUC, (d) National Electric Safety Code (latest version) and (e) safety rules of the City of Nixa. If any conflict occurs between the above requirements, the rule which produces the highest safety outcome shall prevail.

4.2. Good Utility Practice means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4).

5. Ten (10) Year Reviews. This Agreement will be reviewed by the Parties every ten (10) years, beginning January 1, 2032, to evaluate whether the insurance coverages and parties' use of the Premises has changed sufficiently to warrant a change in the annual rental payment.

6. Work and Improvements. Subject to the terms of this Agreement, with respect to any work undertaken by City on the Premises, City shall at its sole cost and expense comply with all laws, rules, and regulations of all Governmental Authorities having jurisdiction over the Premises or the use of the Premises, including Environmental Laws as defined in Section 7, below.

6.1. Subject to the terms and conditions of this Agreement, City shall not, construct or erect any permanent or temporary building, structure, fixture, fence, shelter, attachment, or improvement on the Premises without prior written consent from MJMEUC which shall not be unreasonably withheld, conditioned, or delayed. Under no circumstances shall any City construction, building, structure, fixture, fence, shelter, attachment, or improvement obstruct or interfere with MJMEUC's operations or with MJMEUC's Facilities.

6.2. Subject to the foregoing, MJMEUC grants City the right to improve the access point from the Premises of each substation to any existing roads, including grading and culverts. City will have the right to remove shrubs and vegetation that interfere with the reasonable use of either MJMEUC's Facilities or the City's Facilities. City will be responsible for maintenance of any fences or enclosures at all substations, as well as weed and pest control on the Premises.

6.3. No Interference. Each Party's use of the 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 Party of their rights in and to the 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) Business Days prior to the commencement of such construction, maintenance, or repair activities together with a reasonably detailed description thereof, including dates and time of such activities.



7. Environmental Matters.

7.1. 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 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: (i) 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, 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.

7.2. Records Maintenance. Each Party shall maintain (i) copies of all local, state, or federal permits, licenses, or other authorizations required for any and all of its activities on the Premises, and (ii) copies of all 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 Premises pursuant to Section 7.1 herein. 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.

7.3 Environmental Conditions. Neither Party shall 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 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 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 USC §§ 9601 *et seq.*), the Federal Water Pollution Control Act (33 USC §§ 1251 *et seq.*), the National Environmental Policy Act (42 USC §§ 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. §§ 300 *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.

7.4 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 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 Environmental Condition resulting from use of or operation on the 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.

7.5. Right to Cure Environmental Condition. Except in an Emergency, after reasonable notice, of not less than five (5) Business Days, to a Party following that 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 Premises, the notifying Party may, at its sole discretion and upon prior written notification to the responsible 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 7.5 are and shall be the sole obligation of the responsible Party, who shall reimburse the notifying Party upon demand.

8. Abandonment of Premises. If City abandons its use of the Premises (excluding any period during which any of the City Facilities are under construction, repair or are subject to replacement) for a period of twelve (12) consecutive months, then this Agreement is automatically terminated.

9. Fixtures and Personal Property. All City Facilities and personal property located on the Premises are as listed in **Exhibits B, B-2, B-3, B-4, and B-5**, unless transferred to MJMEUC by written instrument, are and shall remain City's property free and clear of any claim by MJMEUC. City will have the right to remove the same at any time during the Term; provided City notifies in writing MJMEUC at least thirty (30) days prior to removal. Any damage to the Premises caused by such removal shall be repaired by City at its sole expense. City shall notify MJMEUC annually of any changes to the contents listed in **Exhibits B, B-2, B-3, B-4, and B-5**.

10. Notice. All notice, payment, demand, requests, consents and approvals required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if personally served or delivered, by nationally recognized overnight delivery service (such as Federal Express), with signature required upon receipt, or sent by certified mail, postage prepaid, return receipt requested, to the respective parties as listed in **Exhibit C**. Each Party may, from time to time, change its contact information for notice purposes by giving notice of such change in accordance with this Section.

11. Insurance.

11.1 City Required Insurance. City shall maintain in full force and effect throughout the Term of this Agreement, for its benefit and for the benefit of MJMEUC, insurance policies for the following coverages:

11.1.1. General Liability or Excess General Liability Insurance. City shall maintain coverage of at least One Million Dollars (\$1,000,000) on an occurrence basis, and with an aggregate of Two Million Dollars (\$2,000,000), for bodily injury (including death), property damage (including loss of use) and personal injury. Such coverage shall provide coverage for products and completed operations, blanket contractual, broad form property damage, and independent contractors; with MJMEUC named as an additional insured, such coverage shall be primary and non-contributory.

11.1.2. Workers Compensation. City shall maintain coverage as required by law where Services are to be performed and Employer's Liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) for each accident, disease each employee, with a One Million Dollars (\$1,000,000) disease policy limit. In the event City subcontracts any services to be performed on the Premises, the City shall require the Approved Subcontractor, as applicable, to fulfill the worker's compensation terms of this Agreement.

11.1.3. Property Coverage. City shall maintain all risk Property Coverage for any City Facilities located on or in the Premises. MJMEUC will not be responsible for the City's Facilities or property located on or in the Premises. This provision shall survive termination of this Agreement and continue until such time as City removes all City Facilities from the Premises.

11.1.4. Pollution Liability Insurance. City shall maintain coverage of at least Five Million Dollars (\$5,000,000) for each occurrence and in the aggregate. Coverage to include, but not limited to, bodily injury, property damage, cleanup expenses, and defense costs. If policy is written on a claims-made basis, then coverage will be maintained and remain in effect for at least five (5) years beyond the expiration or termination of this Agreement.

11.1.5. Umbrella or Excess Liability Insurance. City shall maintain coverage of at least Five Million Dollars (\$5,000,000) combined single limit each occurrence and in the aggregate. Coverage to include excess of limits provided by General Liability, Employers Liability and Business, Automobile insurance. The aggregate limit shall apply separately to each annual policy period.

11.2. MJMEUC Required Insurance. MJMEUC shall maintain in full force and effect throughout the Term of this Agreement, for its benefit and for the benefit of the City, insurance policies for the following coverages:

11.2.1 General Liability or Excess General Liability Insurance. MJMEUC shall maintain coverage of at least One Million Dollars (\$1,000,000) on an occurrence basis, with an aggregate of Two Million Dollars (\$2,000,000), for bodily injury (including death), property damage (including loss of use). Such coverage shall provide coverage for products and completed operations, blanket contractual, broad form property damage, and independent contractors.

11.2.2 Workers Compensation. MJMEUC shall maintain coverage as required by law and Employer's Liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) for each accident, disease each employee, with a One Million Dollars (\$1,000,000) disease policy limit. In the event MJMEUC contracts or subcontracts any services to be performed on the Premises, MJMEUC shall require the contractor and/or subcontractor, as applicable, to fulfill the worker's compensation terms of this Agreement.

11.2.3. Property Coverage. MJMEUC shall maintain all risk Property Coverage with respect to the Transmission Facilities, with such coverage to be subject to deductibles and sublimits at levels deemed appropriate by MJMEUC's governing body.

11.2.4. Pollution Liability Insurance. MJMEUC shall maintain coverage of at least Five Million Dollars (\$5,000,000) for each occurrence and in the aggregate. Coverage to include, but not limited to, bodily injury, property damage, cleanup expenses, and defense costs. If policy is written on a claims-made basis, then coverage will be maintained and remain in effect for at least five (5) years beyond the expiration or termination of this Agreement.

11.2.5. Umbrella or Excess Liability Insurance. MJMEUC shall maintain coverage of at least Five Million Dollars (\$5,000,000) combined single limit each occurrence and in the aggregate. Coverage to include excess of limits provided by General Liability, Employers Liability, and Business Automobile insurance. The aggregate limit shall apply separately to each annual policy period.

11.3. Policy Requirements. All insurance policies shall: (i) contain a severability of interest clause, (ii) unless stated otherwise herein, apply on a primary and non-contributory basis to any insurance maintained by any additional insured, (iii) waive subrogation against any additional insureds, and (iv) otherwise be in form and substance reasonably acceptable to the other Party, and (v) unless stated otherwise herein, 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.

11.4. Disclosure of Claims. Each Party shall promptly furnish the other Party with all information reasonably available to it relating to the operations and maintenance of the Transmission Facilities as is necessary to enable the first Party to comply with its disclosure obligations under the insurance which it has taken out. Each Party shall promptly notify the other Party of any claim with respect to any of the insurance policies referred to in this Section 11, accompanied by full details of the incident giving rise to such claim. Each Party shall afford to the other Party all such assistance as may reasonably be required for the preparation and negotiation of insurance claims, save where such claim is against the Party required to give assistance.

11.5. 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 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.

11.6 Governmental and Municipal Immunity. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by City or MJMEUC of any applicable state limits on municipal liability or governmental immunity.

11.7. Insurance Adjustment. MJMEUC reserves the right, in its sole discretion, to require from time to time, additional or increased insurance coverages. Such adjustments shall be determined during the ten (10) year reviews required pursuant to

Section 5 herein and shall be based on reasonable written justification of such increases or additions by MJMEUC.

12. Governmental and Municipal Immunity. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by City or MJMEUC of any applicable state limits on municipal liability or governmental immunity.

13. Indemnification. Both Parties shall indemnify, defend, and hold the other Party harmless from and against all claims, actions, damages, liability, and expenses (including reasonable attorneys' fees and actual costs) including the loss of life, personal or bodily injury, or damage to property, caused by any act or omission of their respective employees, directors, officers, contractors, subcontractors, representatives, agents, or invitees in connection with this Agreement and the City's use of the Premises. The Parties' obligations set forth in this paragraph shall survive termination or expiration of this Agreement.

14. Default. The occurrence of any one or more of the following events will constitute a default and breach of this Agreement by City:

14.1. Failure by City to pay the annual Agreement payment when required hereunder and such failure continues for thirty (30) days after written notice to City from MJMEUC of such failure.

14.2. Failure by City to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by City and such failure continues for thirty (30) days after written notice to City from MJMEUC of such failure.

14.3 Any permits or licenses required by any Governmental Authority that are required for the City's use of the Premises as an electrical distribution substation are revoked or suspended for more than thirty (30) days for any reason whatsoever.

14.4. Notwithstanding the cure period allowed herein, it shall be an immediate default under this Agreement, if City's failure to surrender the Premises to MJMEUC upon the expiration or sooner termination of this Agreement, or if any failure of City to comply with any provision of this Agreement results in the cancellation of any property insurance coverage or causes or results in a dangerous condition on the Premises, and such failure to comply is not cured as soon as reasonably practicable after notice thereof by MJMEUC to City. In no event shall financial inability be considered a reasonable ground for failure of City to cure any breach of, or failure to comply with, the provisions of this Agreement.

15. Remedies. In the event of any such default or breach by City, MJMEUC may take any of the following actions at any time thereafter, in its sole discretion, with or without notice or demand and without limiting MJMEUC in the exercise of any right or remedy that MJMEUC may have by reason of such default or breach under the laws or judicial decisions of the State of Missouri.

15.1. MJMEUC may terminate City's right to possession or access of the Premises by any lawful means, in which case this Agreement may terminate, City shall immediately surrender the premises to MJMEUC, and MJMEUC shall be entitled to recover from City all damages incurred by MJMEUC by reason of City's default including, but not limited to, the cost of recovering possession of the Premises; the cost to restore the Premises to the condition required by this Agreement; and reasonable attorney fees.

15.2. MJMEUC may maintain City's right to possession, in which case this Agreement shall continue in effect whether or not City shall have abandoned the Premises. In such event MJMEUC will be entitled to enforce all of MJMEUC's rights and remedies under this Agreement, including the right to recover the annual rental payment as it becomes due hereunder.

15.3. In any event, MJMEUC will be entitled to recover interest on any unpaid annual rental payment or any amounts owing pursuant to this Agreement not paid when due at the rate of fifteen percent (15%) per annum from the date due until paid in full.

16. Termination. This Agreement may be lawfully terminated as follows:

16.1. City may terminate this Agreement upon thirty (30) days prior written notice to MJMEUC;

16.2. By written agreement of the Parties;

16.3. When the Term of this Agreement comes to an end;

16.4. In the event City should expressly break a condition of this Agreement and fail to cure within thirty (30) days of written notice of same;

16.5. In the event City should become insolvent;

16.6. In the event the City abandons its Facilities property, pursuant to Section 8 herein; and

16.7. Termination by any other lawful means permitted under this Agreement.

17. Arbitration. Notwithstanding Sections 15 and 16 of this Agreement, any dispute or controversy arising under or in connection with this Agreement, including the inability to agree on the rental fee, shall be settled by arbitration, conducted before a panel of three arbitrators from Missouri, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in the Circuit Court of Christian County, Missouri, the expense of such arbitration shall be borne equally by the Parties, but each Party shall pay its own attorneys' fees. In addition to the arbitration provided for herein, either Party may seek equitable injunctive relief.

18. Entire Agreement. This Agreement, along with the attached Exhibits, constitute the entire agreement between the Parties. No agreement shall be effective to change, modify, or terminate this Agreement in whole or in part unless such agreement is in writing and duly signed by the Parties hereto.

19. Successors and Assign. The covenants and conditions contained in this Agreement shall inure to and bind the respective heirs, successors, executors, administrators and assigns of the Parties hereto, and the identifiers “MJMEUC” and “City” shall include their successors and assigns of either such Party, whether immediate or remote, unless otherwise specifically set forth in this Agreement.

19.1. Assignments by MJMEUC. MJMEUC shall not assign its rights under this Agreement to another party except with the prior written consent of City, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that MJMEUC shall be permitted to assign any of its rights under this Agreement without any consent of the City: (a) to any of MJMEUC’s Affiliates; (b) in connection with a sale of substantially all of the Transmission Facilities which are the subject of this Agreement, or (c) for the purpose of financing the MJMEUC Assets.

19.1.1. As used in this Agreement: (a) Affiliates means any entity closely connected or associated with MJMEUC or a regulated energy utility; (b) Transmission Facilities means the tangible assets, real property interests, infrastructure, and facilities, owned by MJMEUC and used to transmit or deliver power and energy for resale in or through SPP, including equipment, feeders, lines, substations, breakers, switches, transformers and such other assets as may be designated by SPP, FERC, or other applicable regulatory agency, including facilities not controlled by SPP, if used for delivery of power and energy for resale in Missouri; and (c) MJMEUC Assets means the Transmission Facilities listed on **Exhibit D** attached hereto.

19.2. Assignments by City. City shall not assign its rights under this Agreement to another party except with the prior written consent of MJMEUC, which consent shall not be unreasonably withheld, conditioned, or delayed.

20. No Encumbrances. City will not cause or allow any liens or encumbrances to be placed against, grant any security interest in, or otherwise sell, transfer, bequeath, quitclaim or otherwise assign, or allow any of the foregoing to occur to the leased property. Further 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 Premises.

21. Severability and Restoration. If any Governmental Authority, including any court of competent jurisdiction, holds that any provision of this Agreement is 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. However, if such holding, or as a result of any Requirements of Law, or a change in any Requirements of Law, renders this Agreement impossible to perform,



then the Parties shall attempt to renegotiate new provisions to restore this Agreement as nearly as possible to its original intent and effect.

22. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Missouri, without regard to conflicts of law principles.

23. No Waivers. Any waiver at any time by a Party of its rights with respect to a default under this Agreement or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or subsequent matter of a similar nature arising in connection therewith.

24. Counterparts. This Agreement may be executed in any number of counterparts by the Parties, each of which when so executed will be an original, but all of which together will constitute one and the same instrument. To facilitate execution of this Agreement, the Parties may execute and exchange electronic form counterparts of the signature pages to this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have made and executed this Lease Agreement the day and year first above written intending the same to be binding upon the Parties, their successors and assigns. This Agreement will be executed in two counterparts, each constituting an original but altogether one and the same instrument and Agreement.

**MJMEUC**

Missouri Joint Municipal Electric Utility Commission

By: \_\_\_\_\_  
John Twitty,  
President and CEO

STATE OF MISSOURI                    )  
  ) ss:  
\_\_\_\_\_ COUNTY                    )

Before me, a Notary Public in and for this state on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared John Twitty to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and CEO and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_.

**CITY**

City of Nixa, Missouri

By: \_\_\_\_\_  
Brian Steele,  
Mayor

STATE OF MISSOURI                    )  
  ) ss:  
CHRISTIAN COUNTY                    )

Before me, a Notary Public in and for this state on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 executed the same as his free and voluntary act and deed 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 this day and year last above written.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_.

## **EXHIBIT A**

### **DIMENSIONS AND PERCENTAGES OF LEASED SPACE**

#### **Northeast Substation:**

Total land square footage is 64800  
City uses square footage of 4035 which is 6.23% of the total square footage  
Substation value is \$164,444  
Annual 12% rent payment is \$1,228.76

#### **Espy Substation:**

Total land square footage is 33803  
City uses square footage of 1144 which is 3.38% of the total square footage  
Substation value is \$80523  
Annual 12% rent payment is \$327.02

#### **Downtown Substation:**

Total land square footage is 22500  
City uses square footage of 3810 which is 16.93% of the total square footage  
Substation value is \$178,095  
Annual 12% rent payment is \$3,618.89

#### **Tracker Substation:**

Total land square footage is 28500  
City uses square footage of 1100 which is 3.86% of the total square footage  
Substation value is \$124,491  
Annual 12% rent payment is \$576.59

Total annual rent payment is \$5,751.26

Substation value = Land acquisition + Land/Rock + Fence  
City used = square footage used by City equipment and shared buildings  
City % - City used / Total land square footage  
Common rent price rule of thumb is 1% of property value per month. Using this rule of thumb,  
used 12% of used substation value to calculate rent payment.

## **EXHIBIT B**

### **PERSONAL PROPERTY LOCATED ON OR ABOUT MJMEUC'S ASSETS AND DESIGNATED INTERESTS**

See **Exhibits B-2, B-3, B-4, and B-5** for lists of major items (personal property) located on the premises of MJMEUC's Assets and the designated interests of that personal property. The items marked MJMEUC are solely owned by MJMEUC. The items marked Nixa are solely owned by Nixa. The items marked both MJMEUC and Nixa are solely owned by MJMEUC but jointly used by MJMEUC and Nixa.

In addition, there is metering equipment and miscellaneous other items on the premises of MJMEUC's Assets which the Parties have mutually agreed will be jointly used by both Parties, but actual ownership will be determined at a later date.

## EXHIBIT B-2

### DOWNTOWN

MAJOR ITEMS	MJMEUC	NIXA	BRAND	SERIAL #
1 - 69KV Control Building	X	X	GFRC	506517
1 - HVAC System	X	X	Bard	309D133002302-02
1 - Set of Batteries (20 total)	X	X	Mesa	Vented Lead Acid
1 - Battery Charger	X	X	Sens	216049
1 - DC Panelboard	X	X	G. E.	AXB7L5
1 - AC Panelboard	X	X	Square D	?
1 - Double Throw Safety Switch	X	X	Eaton	Backup Station Power
1 - 69KV Breaker (DT6951)	X		Siemens	54968-3
1 - Panel 1 Rack	X		SEL	130153-32007
1 - Panel 1 (21P/DT51)	X		SEL-421	1131350107
1 - Panel 1 (21B/DT51)	X		SEL-311L	1131350106
1 - Panel 1 (Bus Diff)	X		SEL-587Z	1131350104
1 - Panel 1 Shark Meter 100	X		Electro Industries	1111-0090856937
1 - 69KV Breaker (DT6952)	X		Siemens	54968-5
1 - Panel 2 Rack	X		SEL	130153-32008
1 - Panel 2 (21P/DT52)	X		SEL-421	1131350108
1 - Panel 2 (21B/DT52)	X		SEL-311L	1131350105
1 - Panel 2 Shark Meter 100	X		Electro Industries	96-0035314824
1 - 69KV Building Sump Pump	X		Water Control in Cable Pull Box	
3 - 69KV Bay Lighting LED	X		PacLights	SKU- FFL100-LV-50
6 - 69KV Lightning Arrestors	X		Turner Type: AZES006G048060	
15 - 69KV Disconnect Switches	X		Type: Hook Disconnect Switches	
6 - 69KV 600/5 CT's	X		Siemens	BYM Bushing 54968-10
18 - 69KV 1200/5 CT's	X		Siemens	BYM Bushing 54968-10
3 - 69KV PT's	X		Kuhlman Model: POF-350-2	
1 - Ground Grid	X	X	4/0 Bare Copper	?
1 - 69KV Breaker (DT6953)		X	Siemens	3006199681-1
1 - Panel 3 Rack		X	SEL	170084-89106
1 - Panel 3 (Overcurrent)		X	SEL-351S	3170580144
1 - Panel 3 (Xfrm Diff)		X	SEL-387A	1170590092
1 - Power Xfrm 15/20/25		X	CG Power	20151600781
3 - 12KV Bay Lighting LED		X	PacLights	SKU- FFL100-LV-50
1 - Yard Light LED		X	Same as the City's street lights	
3 - 69KV Lightning Arrestors		X	?	?
3 Sets - 69KV Disconnect Switches		X	69KV G.O. Center Side Break Switches	
3 - 69KV 600/5 CT's		X	Siemens	BYM Bushing 54968-10
6 - 69KV 400/5 CT's		X	Siemens	BYM Bushing 54968-10
3 - 69KV Shorted CT's		X	Siemens	BYM Bushing 54968-10
1 - 25KVA Xfrm - Station Power		X	Pole Mount	Unknown
1 - Substation Fence	X	X		

### EXHIBIT B-3

#### NORTHEAST

MAJOR ITEMS	MJMEUC	NIXA	BRAND	SERIAL #
1 - 69KV Control Building	X	X	GFRC	504737
1 - HVAC System	X	X	Bard	225A051988582-02
1 - Set of Batteries (15 total)	X	X	GNB Classic	Vented Lead Acid
1 - Battery Charger	X	X	Sens	216047
1 - DC Panelboard	X	X	Siemens	Cat: P1N42ML250ATF
1 - Double Throw Safety Switch	X	X	Eaton	?
1 - AC Panelboard Main	X	X	Square D	?
1 - 69KV Breaker (NE6951)	X		Siemens	54968-8
1 - Panel 1 Rack	X		SEL	07/0393
1 - Panel 1 (87L/51 Line Diff)	X		SEL-387L	2007085252
1 - Panel 1 (21B/51 Distance)	X		SEL-311C	2007087122
1 - Panel 1 Shark 100 (NE6951)	X		Electro Industries	1211-0124410315
1 - 69KV Breaker (NE6952)	X		Siemens	54968-7
1 - Panel 2 Rack	X		SEL	07/0394
1 - Panel 2 (87L/52 Line Diff)	X		SEL-387L	2007085254
1 - Panel 2 (21B/52 Distance)	X		SEL-311C	2007087119
1 - Panel 2 (87/69B Bus Diff)	X		SEL-587Z	2007085301
1 - Panel 2 Shark Meter 100	X		Electro Industries	73-146868
1 - 69KV Breaker (NE6953)	X		Siemens	54968-6
1 - Panel 3 Rack	X		SEL	07/0395
1 - Panel 3 (87L-JRPS Line Diff)	X		SEL-387L	2010230372
1 - Panel 3 (21B/53 Distance)	X		SEL-421	2007086290
1 - Panel 3 Shark Meter 100	X		Electro Industries	73-146867
1 - 69KV Building Sump Pump	X		Water Control in Cable Pull Box	
4 - 69KV Bay Lighting	X		High Pressure Sodium, No Repair Parts	
9 - 69KV Lightning Arrestors	X		Turner Type: AZES006G04800	
15 - 69KV Disconnect Switches	X		Type: Hook Disconnect Switches	
36 - 1200/5 CT's	X		Siemens	BYM Bushing 54968-11
6 - 600/300 PT's	X		Kuhlman Model: POF-350-2	
Ground Grid	X	X	4/0 Bare Copper	?
1 - Power Transformer 15/20/25		X	Kuhlman	987267-1
1 - AC Panelboard 12KV		X	Square D	HOMC21UC
3 - Yard Light LED		X	Same as the City's street lights	
1 - 69KV Breaker (NE6954)		X	Siemens	54968-1
1 - Panel 1(50/51-54)Overcurrent		X	SEL-351S	1122160348
1 - Panel 1 (87T/54 Trans Diff)		X	SEL-387A	1122160416
1 - Panel 1 Shark 100 (NE6954)		X	Electro Industries	73-146885
6 - 69KV Disconnect Switches		X	Type: Hook Disconnect Switches	
3 - 600/5 69KV CT's		X	Siemens	BYM Bushing 54968-10
9 - 1200/5 69KV CT's		X	Siemens	BYM Bushing 54968-10
1 - 25KVA Xfrm - Station Power		X	Pole Mount	Unknown
1 - Substation Fence	X	X		

# EXHIBIT B-4

## Tracker

MAJOR ITEMS	MJMEUC	NIXA	BRAND	SERIAL #
1 - 69KV Control Building	X		GFRC	504736
1 - HVAC System	X		Bard	225F041909436-02
1 - Set of Batteries (15 total)	X		GNB Classic	Vented Lead Acid
1 - Battery Charger	X		Sens	216046
1 - DC Panelboard	X		Siemens	Cat: P1N30ML25OATS
1 - AC Panelboard	X		Square D	?
1 - 69KV Breaker (TR6951)	X		Siemens	54968-10
1 - Panel 1 Rack	X		SEL	07/0390
1 - Panel 1 (21P/51 Distance)	X		SEL-311C	2007087120
1 - Panel 1 (21B/51 Distance)	X		SEL-311C	2007087123
1 - Panel 1 Shark Meter 100	X		Electro Industries	73-146869
1 - 69KV Breaker (TR6952)	X		Siemens	54968-9
1 - Panel 2 Rack	X		SEL	07/0391
1 - Panel 2 (87L/52 Line Diff)	X		SEL-387L	2007085253
1 - Panel 2 (21B-52 Distance)	X		SEL-311C	2007087121
1 - Panel 2 (87/69B Bus Diff)	X		SEL-387L	2007087323
1 - Panel 2 Shark Meter 100	X		Electro Industries	73-146866
4 - 69KV Bay Lighting	X		High Pressure Sodium, No Repair Parts	
Ground Grid	X	X	4/0 Bare Copper	?
1 - 69KV Building Sump Pump	X		Water Control in Cable Pull Box	
6 - 69KV Lightning Arrestor	X		Turner Type: AZESOO6G048060	
12 - 69KV Disconnect Switches	X		Type: Hook Disconnect Switches	
24 - 69KV 1200/5 CT's	X		Siemens	BYM Bushing 54968-11
6 - 69KV 600/5 PT's	X		Kuhlman Model: POF-350-2	
1 - 25KVA Xfrm - Station Power		X	Pole Mount ?	?
1 - S & C Circuit Switcher		X	S & C	00-18363R
1 - Power Transformer 15/20/25		X	Kuhlman	282747-98-1
1 - 12KV Switchgear & Contents		X	All Distribution Equipment	
1 - 12KV Switchgear HVAC		X	Bard	140M991399398-02
3 - 69KV Lightning Arrestors		X	Turner Type: AZESOO6G048060	
6 - 69KV 600/5 CT's		X	Siemens	BYM Bushing 54968-11
1 Set - 69KV Disconnect Switches		X	69KV G.O. Center Side Break Switches	
1 - Substation Fence	X	X		



# EXHIBIT B-5

ESPY

MAJOR ITEMS	MJMEUC	NIXA	BRAND	SERIAL #
1 - 69KV Control Building	X		GFRC	504739
1 - HVAC System	X		Bard	225B092600753-02
1- Set of Batteries (15 total)	X		GNB Classic	6-TCX-100
1 - Battery Charger	X		Sens	216048
1 - DC Panelboard	X		G. E.	Cat:AEF1482BBX AXB7
1 - AC Panelboard	X		Square D	Cat: NQMB2Q
1 - 69KV Breaker (ES6951)	X		Siemens	54968-2
1 - Panel 1 Rack	X		EP/2	Job: 4940
1 - Panel 1 (Annunciator)	X		SEL-2523	2008361110
1 - Panel 1 (21P-51 Distance)	X		SEL-311C	2008364113
1 - Panel 1 (21B-51 Distance)	X		SEL-311C	2008364111
1 - Panel 1 Shark Meter 100	X		Electro Industries	91-0042744526
1 - 69KV Breaker (ES6952)	X		Siemens	54968-4
1 - Panel 2 Rack	X		EP/2	Job: 4940
1 - Panel 2 (21P-52 Distance)	X		SEL-311C	2007087119
1 - Panel 2 (21B-52 Distance)	X		SEL-311C	2008364110
1 - Panel 2 (87/69B Bus Diff)	X		SEL-587Z	2008364341
1 - Panel 2 Shark Meter 100	X		Electro Industries	91-0042744021
4 - 69KV Bay Lighting	X		High Pressure Sodium, No Repair Parts	
Ground Grid	X	X	4/0 Bare Copper	?
1 - 69KV Building Sump Pump	X		Water Control in Cable Pull Box	
6 - 69KV Lightning Arrestors	X		Turner Type: AZESOO6G048060	
12 - Disconnect Switches	X		Type: Hook Disconnect Switches	
6 - 600/5 CT's	X		Siemens	BYM Bushing 54968-10
18 - 1200/5 CT's	X		Siemens	BYM Bushing 54968-10
7 - 600/350 PT's	X		Kuhlman Model: POF-350-2	
1 - 25KVA Xfrm - Station Power		X	B & B Transformer	5100861
S & C Circuit Switcher		X	S & C	92-35960
12KV Switchgear Door (1) LED		X	Street Works	Cat: CRTKAA08E1205A
Yard Light (1) LED		X	Same as the City's street lights	
Power Transformer 18/24/30		X	WEG	20151700929
12KV Switchgear & Contents		X	All Distribution Equipment	
12KV Switchgear HVAC		X	Haier	FS002498C
3 - 69KV Lightning Arrestors		X	Turner Type: AZESOO6G048060	
3 - 200/5 69KV CT's		X	Siemens	BYM Bushing 54968-10
3 - 600/5 69KV PT's		X	Siemens	BYM Bushing 54968-10
1 - Substation Fence	X	X		

## **EXHIBIT C**

### **PERSONS FOR NOTICES AND PAYMENTS**

#### **For City:**

Name: Doug Colvin  
Title: Director of Nixa Utilities and Public Works  
Address: 1111 W. Kathryn, Nixa, MO 65714  
Office Telephone: 417-725-2353  
Cell Telephone:  
Email: [dcolvin@nixa.com](mailto:dcolvin@nixa.com)

#### **With a copy to:**

Name: Nicholas Woodman  
Title: City Attorney  
Address: 715 W. Mt. Vernon St., Nixa, MO 65714  
Office Telephone: 417-725-3785  
Cell Telephone:  
Email: [nwoodman@nixa.com](mailto:nwoodman@nixa.com)

#### **For MJMEUC:**

Name: John Grotzinger  
Title: Chief Operating Officer for MJMEUC  
Address: 2200 Maguire Blvd. Columbia, MO 65201  
Offices Telephone: 573-445-3279  
Cell Telephone:  
Email: [jgrotzinger@mpua.org](mailto:jgrotzinger@mpua.org)

#### **With a copy to:**

Names: Doug Healy  
Title: General Counsel  
Address: 3010 E. Battlefield, Suite A, Springfield, MO 65804  
Office Telephone: 417-864-7018  
Cell Telephone: 573-301-5780  
Email: [doug@healylawoffices.com](mailto:doug@healylawoffices.com)

#### **Rental Payments:**

MJMEUC  
Accounts Receivable  
2200 Maguire Blvd.  
Columbia, MO 65201.

## **EXHIBIT D**

### **LEGAL DESCRIPTIONS**

#### **Downtown Substation:**

ALL OF A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 NW1/4) OF SECTION 13, TOWNSHIP 27, RANGE 22, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SAID SUBDIVISION, THENCE NORTH 116 1/2 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 116 1/2 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 341 1/2 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.

#### **Espy Substation:**

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 (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) 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 NW1/4 OF THE SW1/4; 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 NW1/4 OF THE SW1/4; THENCE S89°15'23"E, ALONG THE NORTH LINE OF SAID NW1/4 OF THE SW1/4, 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.

Northeast Substation:

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.

Tracker Substation:

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.

**OPERATIONS AND MAINTENANCE AGREEMENT**

**BETWEEN**

**MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION**

**AND**

**CITY OF NIXA, MISSOURI**

**Dated \_\_\_\_\_, 2022**

## **OPERATIONS AND MAINTENANCE AGREEMENT**

THIS OPERATIONS AND MAINTENANCE AGREEMENT (“Agreement”) made and effective this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between Missouri Joint Municipal Electric Utility Commission, (“MJMEUC”) a body public and corporate organized and existing under the laws of the State of Missouri, and the City of Nixa, in the County of Christian, State of Missouri, a Constitutional Charter City under the law of the State of Missouri (“City”). MJMEUC and City are each also referred to herein as a Party and collectively as the Parties.

WHEREAS, MJMEUC desires to utilize the services of City to provide operations and maintenance services for the Transmission Facilities (defined herein); and

WHEREAS, the Parties desire to set forth herein the manner and terms upon which said operations and maintenance services shall be performed.

NOW, THEREFORE, the Parties mutually agree as follows:

### **Article 1.     Definitions**

- 1.1     Administrative Services has the meaning set forth in Section 2.4.
- 1.2     Agreement has the meaning set forth in the introductory paragraph of this Agreement.
- 1.3     Approved Subcontractors means those subcontractors that are approved by MJMEUC as set forth in **Exhibit B** or any amendments to **Exhibit B**.
- 1.4     Business Day means any day other than Saturday, Sunday and any day which is a legal holiday or a day on which banking institutions in Nixa, Missouri are authorized by law to be closed for the day.
- 1.5     Change has the meaning set forth in Section 2.5.
- 1.6     City has the meaning set forth in the introductory paragraph of this Agreement.
- 1.7     City Assets means those assets specifically excluded from MJMEUC’s Assets as set for in **Exhibits G, G-2, G-3, G-4, and G-5**.
- 1.8     City Authorized Personnel has the meaning set forth in Section 3.5.
- 1.9     City Insurance Policies are those required in Section 10.1.
- 1.10    City’s Adder means, for Services performed by City under this Agreement, MJMEUC shall pay City, in addition to the reimbursable expenses pursuant to Section 5.1 herein, a fee of 15% of the amount invoiced prior to the City’s Adder, excluding any amount paid to an Approved Subcontractor for Services performed.
- 1.11    City Work Product has the meaning set forth in Section 9.1.
- 1.12    Claims has the meaning set forth in Section 11.1.
- 1.13    Confidential Information has the meaning set forth in Section 12.1.

- 1.14 Compensation has the meaning set forth in Section 5.1.
- 1.15 Core Services has the meaning set forth in Section 2.2.
- 1.16 Disclosing Party has the meaning set forth in Section 12.1.
- 1.17 Discriminate and Discrimination has the meaning set forth in Section 2.7.3.
- 1.18 Due Diligence means the exercise of good faith efforts to perform a required act on a timely basis and in accordance with Good Utility Practice.
- 1.19 Emergency Services has the meaning set forth in Section 2.3.
- 1.20 Event of Default has the meaning set forth in Section 8.1.
- 1.21 FERC means the Federal Energy Regulatory Commission.
- 1.22 Financial Default has the meaning set forth in Section 8.1.3.
- 1.23 Good Utility Practice means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4).
- 1.24 Government Authority means any foreign, federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, instrumentality, legislature, rulemaking board, tribunal, arbitration body, or other governmental entity, including the Missouri Public Service Commission and FERC.
- 1.25 Indemnified Party has the meaning set forth in Section 11.1.
- 1.26 Indemnifying Party has the meaning set forth in Section 11.1.
- 1.27 Initial Term has the meaning set forth in Section 7.1.
- 1.28 Inside the Fence means all Assets and Services to be performed from the top of the bushings of the first disconnect device inside each substation.
- 1.29 Material Adverse Effect means, with respect to the Party making a representation or warranty, any change or effect that has a material adverse effect on (a) the business or financial condition of such Party, (b) the ability of such Party to perform its obligations or receive the contemplated benefits under this Agreement, (c) the prospects of consummating the transactions contemplated by this Agreement or (d) as defined in Section 2.7.3 herein.
- 1.30 Materials has the meaning set forth in Section 4.1.



- 1.31 MJMEUC has the meaning set forth in the introductory paragraph of this Agreement.
- 1.32 MJMEUC Assets means the Transmission Facilities listed on **Exhibit A** attached hereto.
- 1.33 MJMEUC Asset Sites has the meaning set forth in Section 3.1.
- 1.34 MJMEUC Work Product has the meaning set forth in Section 9.1.
- 1.35 Outside the Fence means all transmission lines maintenance that are not Inside the Fence.
- 1.36 Party and Parties have the meanings set forth in the introductory paragraph of this Agreement.
- 1.37 Payment Default has the meaning set forth in Section 8.1.1.
- 1.38 Payment Default Notice has the meaning set forth in Section 8.1.1.
- 1.39 Performance Default has the meaning set forth in Section 8.1.2
- 1.40 Qualified Person means a person knowledgeable in the construction and operations of the electric power generation, transmission, and distribution equipment present in and around the Transmission Facilities, along with the associated hazards thereof.
- 1.41 Recipient has the meaning set forth in Section 12.1.
- 1.42 Related Agreements means the Rental and Services Agreement between the MPUA RSC and City, the Master Services Agreement between MJMEUC and the MPUA RSC, the MPUA Mutual Aid Agreement, and the Franchise Agreement between MJMEUC and City, and all other agreements entered into by the Parties in connection with the operations and maintenance of the Transmission Facilities.
- 1.43 Related Party means, with respect to a Party, the Party's members, managers, directors, officers, contractors, employees, agents, Representatives, and attorneys.
- 1.44 Renewal Term has the meaning set forth in Section 7.1.
- 1.45 Representative means, with respect to any Party, to the extent engaged by such Party for activities contemplated hereunder, any member, officer, director, principal, agent, third party advisor (such as attorneys, accountants, and consultants), employee or other representative or advisor of such Party.
- 1.46 Requirements of Law means any applicable foreign, federal, state, county, or local laws (including common law), statutes, regulations, rules, orders, codes, or ordinances enacted, adopted, issued or promulgated by any Governmental Authority, SPP, or FERC, including any tariff accepted for filing and effective.
- 1.47 Safety Rules means (a) Good Utility Practice, (b) all Requirements of Law, (c) written instructions from MJMEUC, (d) National Electric Safety Code (latest version) and (e) safety rules of the City. If any conflict occurs between the above requirement, the rule which produces the highest safety outcome shall prevail.
- 1.48 Services has the meaning set forth in Section 2.4.

- 1.49 Shared Expenses means those expenses necessary for the operations and maintenance of both MJMEUCA and City Assets in which the Parties share comparably in the benefits thereof, and by agreement of the Parties are the cost of which are to be shared equally between the Parties.
- 1.50 SPP means the Southwest Power Pool, Inc.
- 1.51 Specified Interest Rate means an interest rate per annum equal to the lesser of (a) the maximum rate permitted by Requirements of Law or (b) a rate equal to two hundred (200) basis points over the interest rate per annum for large commercial loans as published in The Wall Street Journal as the prime rate (sometimes referred to as the base rate) from time to time (or, if more than one rate is published, the arithmetic mean of such rates), determined as of the date the obligation to pay interest arises.
- 1.52 Term has the meaning as set forth in Section 7.1.
- 1.53 Transmission Facilities means the tangible assets, real property interests, infrastructure, and facilities, owned by MJMEUC and used to transmit or deliver power and energy for resale in or through SPP, including equipment, feeders, lines, substations, breakers, switches, transformers and such other assets as may be designated by SPP, FERC, or other applicable regulatory agency, including facilities not controlled by SPP, if used for delivery of power and energy for resale in Missouri.
- 1.54 Work Product has the meaning set forth in Section 9.1.

## **Article 2. Engagement and Rendition of Services**

- 2.1. Engagement. MJMEUC hereby engages City to perform the Services on the MJMEUC Assets. MJMEUC reserves the right, and intends to exercise the right, to either perform itself, or engage another contractor to perform, some or all maintenance, operations and other services that may constitute the Services.
- 2.2. Core Services. City shall furnish and perform the following specified operations and maintenance services for the MJMEUC Assets (collectively, the “Core Services”):
- 2.2.1. Operations. Subject to the terms set forth in this Agreement, with respect to the Transmission Facilities, to the extent permitted and authorized by this Agreement, City, through its employees, consultants, contractors, and other personnel, shall perform the following operational duties to ensure the reliability and security of the Transmission Facilities. But nothing herein shall constitute an assumption by City of any liabilities with respect to the Transmission Facilities except as otherwise specifically provided herein (including as provided in Article XI of this Agreement). The City shall perform the following functions with respect to the Transmission Facilities consistent with the Safety Rules, FERC regulatory standards, and as directed by MJMEUC:
- a. Substations Access Control: The Director of City Utilities shall determine who constitutes a Qualified Person who may access the substations without notice to MJMEUC. MJMEUC agrees to provide notice to the Director of City Utilities prior to any MJMEUC representative accessing the substations. The parties agree each substation shall have a lock, and the Parties will have shared keys to each of the substation locks.

- b. **Monitoring:** The Transmission Facilities shall have electronic monitoring of substation equipment and system performance status with notification of status change to specified personnel twenty-four (24) hours a day, seven (7) days a week (“24/7”), or as mutually agreed to by the Parties. All transmission system notifications shall be sent to the following: MPUA Chief Operating Officer, MPUA Director of Energy Supply Services, MPUA Director of Engineering and Systems Planning, MPUA RSC Chief Lineman, Director of City Utilities and City Electric Superintendent.
- c. **69 KV Breakers Opening and Closing:** In the event one or more of the breakers are tripped, the Parties shall coordinate the manual opening or closing of the breakers utilizing NESC or OSHA guidelines for the lock-out/tag-out process. City shall notify MJMEUC anytime City changes status of any breaker.
- d. **One-Call Locates:** City shall provide all One-Call Locates requested of and involving the Transmission Facilities.
- e. City shall respond and act in accordance with the Safety Rules to all outages and real-time events, providing notification to MJMEUC as soon as reasonably practicable.
- f. City shall have the right to adopt and implement, consistent with Good Utility Practice, procedures and to take such actions it deems necessary to protect the Transmission Facilities from physical damage or to prevent injury or damage to persons or property, providing notification to MJMEUC as soon as reasonably practicable.

2.2.2. **Maintenance:** Transmission overhead line maintenance and inspection including but not limited to testing, inspection and maintenance of MJMEUC Assets Inside the Fence (including the substation fence), substation equipment testing, maintenance and inspection of protective relaying and control testing, maintenance and inspection of SCADA systems and telecommunication testing, maintenance and inspection of ongoing system operation services, rights-of-way maintenance (including tree trimming and vegetation management) and equipment operation for routine lockout/tagout. More specifically, the City shall perform the following services, as well as Emergency, administrative, and other additional services not herein contemplated which shall be chargeable to MJMEUC as compensation pursuant to Section 5.1 herein:

- a. Primary relays for 69 kV shall be tested annually and the first annual test shall be done during 2022.
- b. Each substation and each 69 kV breaker shall be inspected monthly utilizing inspection sheets provided by MJMEUC. The monthly inspection sheets shall be completed and returned to MJMEUC’s Chief Operating Officer no later than the 5<sup>th</sup> of each month.
- c. Each substation fence shall be inspected monthly and repaired pursuant to the Safety Rules. Any holes or voids in or under the fence large enough for a small child or animal to enter the substation shall be considered an

Emergency. Such hole or void shall be guarded until adequate repairs can be performed. All repairs to substation fences shall be a Shared Expense.

- d. The ground grid at each substation shall be tested within one hundred twenty (120) days of the secondary containment being installed and at least once every five (5) years thereafter. MJMEUC will specify the testing parameters and identify an acceptable resistance to ground value.
- e. Grounds maintenance (i.e., snow removal, tree trimming, vegetation control, etc.) at each substation, and for all Transmission Facilities shall be the responsibility of the City. Grounds maintenance for the substations shall be a Shared Expense. Grounds maintenance for the transmission line shall be proportionately divided between the grounds maintenance necessary for the transmission line and the grounds maintenance necessary for the City's distribution system.
- f. All cybersecurity requirements that are imposed by SPP, Requirements of Law, Good Utility Practice, or required for insurance.
- g. The cost of maintenance and repair of all jointly used facilities shall be a Shared Expense.

2.2.3 The Core Services shall also include, but not be limited to, the provision by City of all Qualified Personnel, tools, and equipment necessary or advisable in connection with the Core Services (which shall be chargeable to MJMEUC as Compensation pursuant to Section 5.1 herein).

2.2.4 For the avoidance of doubt, the Core Services shall not include (a) any services with respect to Transmission Facilities that are not MJMEUC Assets unless specifically preapproved by MJMEUC; (b) any capital replacements or capital additions to the MJMEUC Assets; provided, however, that the Parties may agree that City will perform certain capital replacements or additions to the MJMEUC Assets as directed by MJMEUC from time to time; or (c) any SF6 maintenance or replacement, which shall be handled only by an Approved Contractor.

2.2.5 The City may purchase material and supply labor up to Five Thousand Dollars (\$5,000), per occurrence, for purposes of repair or maintenance on the Transmission Facilities without prior approval from MJMEUC. All expenditures in excess of Five Thousand Dollars (\$5000.00) requires prior MJMEUC approval.

2.3 Emergency Services. In the event of any emergency, City shall act to prevent, avoid, or mitigate injury, damage, or loss to the Transmission Facilities and shall contact MJMEUC as soon as practical. City shall, upon receiving actual notice of an emergency, or written or email notice from MJMEUC, either provide such qualified personnel, tools and equipment as are necessary to assist in providing emergency restoration actions and services for the Transmission Facilities as directed by MJMEUC or notify MJMEUC if City is not able to provide this service in a timely manner. MJMEUC may, at MJMEUC's sole discretion, regardless of the City's availability to perform the service, immediately provide such service on its own. The Services described in this Section 2.3 are defined as "Emergency Services."

- 2.4 Administrative Services. City shall, on a timely basis: (a) meet with Representatives of MJMEUC as reasonably requested by MJMEUC; (b) appoint and designate a manager to represent and to act on behalf of City and to receive communications from MJMEUC; (c) provide MJMEUC with such reports or data reasonably requested by MJMEUC; (d) provide MJMEUC or its Representatives with reasonable access to the Transmission Facilities; (e) create and maintain a SharePoint document library for the preservation of all inspection reports, repair reports, invoices, and such other documents as the Parties designate; and (f) maintain in good order all written and electronic books, records, logs and accounts with respect to the Services in accordance with Requirements of Law and Good Utility Practice. Upon termination of this Agreement, City shall deliver to MJMEUC all existing records with respect to the Services (items (a)-(f), the Administrative Services and collectively with the Core Services and the Emergency Services, the “Services”).
- 2.5. Changes to Services. MJMEUC may request a Change to the Services (a “Change”) by advising City in writing of a Change that MJMEUC, in its discretion, believes to be necessary or advisable. Within fifteen (15) Business Days thereafter, City shall advise MJMEUC whether it is willing to provide the Services in the proposed Change and a cost estimate for the Change. MJMEUC shall advise City in writing of its approval or disapproval of the Change within fifteen (15) Business Days thereafter. If MJMEUC approves the Change, City shall perform the Services as Changed. The Parties shall memorialize in an addendum to this Agreement all Changes, which addendum shall be updated by the Parties from time to time. City may request a Change by advising MJMEUC in writing that, in City's opinion, a Change to the Services is necessary or advisable. If MJMEUC agrees, it shall advise City and thereafter, the Change shall be handled as if it were initiated by MJMEUC. Notwithstanding the foregoing, neither MJMEUC nor City shall have any obligation to proceed with any Change without a written authorization signed by both Parties.
- 2.6. Nothing herein shall be construed as requiring or effecting a transfer of any of MJMEUC’s responsibility (or the assumption thereof by the City) for the physical control of the Transmission Facilities, including the physical operation, repair, maintenance and replacement of such Transmission Facilities, or as conveying to the City any right, ownership, title or interest in or to the Transmission Facilities; or any conveying to MJMEUC any right, ownership, title or interest in or to the City’s Assets.
- 2.7. Standard of Conduct
- 2.7.1 City shall perform the Services in accordance with the Safety Rules.
- 2.7.2 In fulfilling its duty to operate and maintain the Transmission Facilities in accordance with Article 2 herein, City shall do so consistently and without discrimination between the Transmission Facilities and the City Assets specifically including the facilities owned by City. In exigent circumstances where City is unable to perform the duties without discrimination, City shall ensure an Authorized Subcontractor has been engaged to perform the needed duties and notify MJMEUC immediately. In addition, with respect to costs that are to be allocated to MJMEUC, City shall only allocate to MJMEUC equitably and in accordance with Good Utility Practice, costs incurred by City in the performance of its obligations under this Agreement.
- 2.7.3 “Discriminate” means the failure of City to provide services in a manner that treats alike the Transmission Facilities and the other facilities it owns, operates,

or maintains under substantially similar conditions, and which dissimilar treatment (a) either (i) has a Material Adverse Effect on MJMEUC or (ii) is not otherwise justified as acting in accordance with Good Utility Practice, and (b) is evidenced by a particular practice or pattern of behavior of City that is intended to and actually does Discriminate against MJMEUC. The term Discrimination has a correlative meaning to a “Material Adverse Effect.” Discrimination does not include any incidental assistance by City that it has no contractual obligation to provide. For purposes of this Section 2.7.3, a Material Adverse Effect on MJMEUC means a Material Adverse Effect on, or a material increase in the costs of, any of (A) the operations and maintenance of the Transmission Facilities for the benefit of MJMEUC, (B) the performance of the Services for the benefit of MJMEUC, or (C) the business, operations or financial condition of MJMEUC.

- 2.8 Limitation on Subcontracting. Except for the Approved Subcontractors set forth in **Exhibit B**, City shall use its own employees to perform the Services and shall not subcontract any responsibility or obligation under this Agreement without the prior written consent of MJMEUC. In order to appoint an Approved Subcontractor, City shall provide at least thirty (30) days' prior written notice to MJMEUC of any Services proposed to be subcontracted and of the identity of all proposed subcontractors. If MJMEUC does not consent to the engagement of a proposed subcontractor, City shall not engage said subcontractor for the Services. City shall not be relieved of any responsibility or obligation under this Agreement by subcontracting all or any portion of the Services. City shall include in any such subcontracts any provisions of this Agreement which in any way may be applicable to performance of the subcontract, including this Article, and all representations, warranties, insurance, indemnity, jobsite safety and compliance provisions and all other applicable provisions intended for the protection of MJMEUC and the Transmission Facilities in form and substance similar to those provisions as contained herein, and MJMEUC shall be an expressed third party beneficiary of any such subcontract. Notwithstanding the foregoing, when providing Emergency Services, City may utilize the services of any entity provided under a mutual aid agreement with other utilities.

- 2.8.1. Required Information for Contractors and Subcontractor. In the event City contracts or subcontracts any of the Services herein, or for any services for the City's Assets, it shall be the responsibility of City to provide the required OSHA regulation 1910.269(a)(3) information, as set out in Section 3.2 herein, to the contractor or subcontractor for work safety on or around the Transmission Facilities. Likewise, if MJMEUC contracts or subcontracts any of the Services herein, it shall be the responsibility of MJMEUC to provide the contractor or subcontractor the aforesaid information.

### **Article 3. Jobsite Safety**

- 3.1. Site inspection. City shall be deemed to have examined all Transmission Facility sites where it performs Services (“MJMEUC Asset Sites”) and to have secured full knowledge of all conditions under which the Services are to be performed, including, but not limited to, soil conditions, available roadway, and other approaches to the MJMEUC Asset Sites and the space available for work areas, storage, and temporary buildings.
- 3.2. Compliance with OSHA regulation 1910.269(a)(3). Prior to City rendering any Services, MJMEUC shall inform City who shall inform any City Qualified Personnel of the specific characteristics of the Transmission Facilities that are related to the safety of the

work to be performed and Services to be rendered, including but not limited to the following:

- 3.2.1. The nominal voltages of the lines and equipment;
  - 3.2.2. The maximum switching-transient voltages;
  - 3.2.3. The presence of hazardous induced voltages;
  - 3.2.4. The presence and condition of protective grounds and equipment grounding conductors;
  - 3.2.5. The locations of circuits and equipment, including electric supply lines, communications lines, and fire-protective signaling circuits;
  - 3.2.6. The condition of poles;
  - 3.2.7. Environmental conditions relating to safety;
  - 3.2.8. Fault current availability;
  - 3.2.9. If MJMEUC fails to apprise City of the foregoing information, City shall not perform any Services under this Agreement until such time MJMEUC has provided the specific characteristics of the Transmission Facilities; and
  - 3.2.10. In the event City discovers an unanticipated hazardous condition(s) that MJMEUC did not previously apprise City thereof, City shall provide such information regarding the hazardous condition(s) to MJMEUC in writing within two (2) working days after discovering the hazardous condition(s).
- 3.3. Use of Site by Others. Each MJMEUC Asset Site and its approach facilities shall be used by City with due regard for the requirements of MJMEUC and others permitted by MJMEUC to use such MJMEUC Asset Site. If it becomes necessary to move the materials or facilities of City, it shall be done upon request of MJMEUC at the expense of City unless the request involves a movement from a previously approved area. MJMEUC may install and operate equipment and machinery or otherwise use and occupy any MJMEUC Asset Site during the performance of the Services, provided that MJMEUC shall not unreasonably interfere with City's performance of the Services under the conditions originally contemplated.
- 3.4. Site Maintenance. City shall perform the Services in a manner that does not degrade the safe and sanitary conditions of each MJMEUC Asset Site.
- 3.5. Substation Security Regulations. MJMEUC, before entering the premises of any MJMEUC Asset Site that is secured by fencing or other perimeter barrier, must notify City of its intention to do so and at the same time inform City of the starting date for the performance of the Services, the nature of the Services to be performed, the areas in which the Services will be performed, the duration of the Services, the approximate number and types of personnel performing the Services, the schedule, length of time to be worked and such other information as may be necessary to enable City to be advised of and to comply with all applicable Safety Rules. If required by MJMEUC, City shall provide the foregoing information to MJMEUC before entering the premises of any MJMEUC Asset Site secured by fencing or other perimeter barrier.

- 3.6. Safety Rules. This Section 3.6 applies to all employees, agents, subcontractors, contractors, and invitees of City, including the employees of any of them (herein called “City Authorized Personnel”). Prior to commencement of the Services, the Parties will agree to procedures that ensure that City adheres, and the City Authorized Personnel adhere, to a mutually satisfactory safety program at all times while on MJMEUC Asset property, by adopting procedures (the Safety Rules) that incorporate the more stringent of the various safety procedures described in the Safety Rules. City shall ensure that all City Authorized Personnel on any MJMEUC Asset Site conform to all Safety Rules and attend all required safety training before starting to perform any Services. City will ensure that all City Authorized Personnel have been instructed with respect to all Safety Rules and have been advised to report any infractions thereof to City without fear of recrimination. City shall immediately correct any such infractions by City Authorized Personnel and shall be responsible for any and all consequences thereof. City agrees to indemnify and hold harmless MJMEUC from and against any claims and liability for personal injury or death of any City Authorized Personnel occurring while they are present on any MJMEUC Asset Site and arising out of or in connection with any failure by City or any City Authorized Personnel to enforce or observe any Safety Rules.

#### **Article 4. Obligations of MJMEUC**

- 4.1. Materials. MJMEUC shall provide and have the financial responsibility for all materials required by City to perform the Services. City shall use all materials provided by MJMEUC to perform the Services. City shall keep an inventory record of any materials MJMEUC provides to it under this Agreement and return any such unused materials to MJMEUC upon termination or expiration of this Agreement. City shall be responsible for safeguarding and segregating any materials provided by MJMEUC in a secured location (the address of which City shall provide to MJMEUC by written notice prior to placing such materials at the address), clearly labeled as being the property of MJMEUC.
- 4.2. Compliance with Safety Rules and Management of Policies. MJMEUC and City shall, at all times, comply with the Safety Rules, and City’s internal operating procedures. City shall be responsible for operations and maintenance as set out in this Agreement, including management and administration of policies and procedures with respect to the Services as directed and authorized of MJMEUC.
- 4.3. Strategy and Tactics. MJMEUC shall in its sole discretion make business, management, tactical and strategic decisions as may be required from time to time in connection with the Services and the Transmission Facilities.
- 4.4. Managers. MJMEUC’s Chief Operations Officer is designated to represent MJMEUC and to act on its behalf and receive communications from City. The City’s Director of Utilities is designated to represent the City and to act on its behalf and receive communications from MJMEUC.
- 4.5. Access. MJMEUC shall provide City with access to the Transmission Facilities that is sufficient to enable City to perform the Services in accordance with the requirements set forth in this Agreement.



## **Article 5. Compensation, Billing, Payment and Audit**

- 5.1. Compensation. In consideration for City's performance of the Services, MJMEUC shall pay City an amount equal to the sum of the following amounts in connection with the performance of the Services: (a) the actual amount incurred by City for direct labor costs (See City's Labor Rates in **Exhibit E**); plus (b) a reasonable usage fee for the use of any equipment provided by City (See City's Equipment Rates in **Exhibit F**); plus (c) the actual amount incurred by City for any verifiable incidental materials provided by City, or other direct costs, and any required permits or approvals from Governmental Authorities to the extent applicable to Services on the Transmission Facilities; plus (d) all indirect expenses of City allocatable to this agreement; plus (e) the actual amount paid to any Approved Subcontractor for Services performed (without duplication of amounts paid under any of clauses (a), (b), (c) (d) or (e)); plus (f) the product of (i) clauses (a), (b), (c) and (d) and (ii) the City's Adder (collectively, the "Compensation"). Any cost of City, or of any Approved Subcontractor must be reasonable, supported by proper documentation and in accordance with Good Utility Practice. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that any consideration for the Services must be just and reasonable.
- 5.2. Invoicing. On a monthly basis, City shall invoice the amount of Compensation earned by City during the prior month, including in the invoice the appropriate MJMEUC designated maintenance activity and expense codes set forth in **Exhibits C-1 and C-2** hereto, and shall provide such other records and detail as MJMEUC reasonably requests in connection with invoicing.
- 5.3. Payment. MJMEUC shall pay to City from revenue earned from the Transmission Facilities the amount of each invoice received from City for the O&M services and expenses on a net 30-day basis following MJMEUC's receipt of the invoice. In the event that MJMEUC has a dispute with respect to the amount of any invoice, MJMEUC shall make full payment and include with such payment, or within thirty (30) days of such payment, a written statement specifying the amount in dispute and its reasons for disputing such amount. MJMEUC and City shall endeavor to negotiate a settlement of any disputed amounts. In the event that the Parties determine that MJMEUC has paid a disputed amount that it should not have been obligated to pay, MJMEUC shall be entitled to that amount plus Interest at the Specified Interest Rate, until paid. With respect to an overpayment by MJMEUC, such amount, including interest at the Specified Interest Rate, shall first be used to offset any invoices due and payable and the balance shall be refunded to MJMEUC.
- 5.4. Recordkeeping. City shall maintain adequate books and records concerning the amount of Compensation for operations and maintenance services billed to MJMEUC pursuant to the Requirements of Law and Good Utility Practice. City shall also comply with the MJMEUC accrual requirements contained in **Exhibit C**. Upon ten (10) days advance written notice from MJMEUC, City will permit MJMEUC to audit during normal business hours such records as may be reasonably necessary to verify the accuracy of the amount of Compensation billed by City to MJMEUC. City shall cooperate with all such audits. All such audits will be conducted at the expense of MJMEUC. In the event that the Parties determine that a Party has paid or incurred an amount that it should not have been obligated to pay or incur, such Party shall be given credit for that amount plus Interest at the Specified Interest Rate. If MJMEUC has overpaid, such amount, including Interest at the Specified Interest Rate from the date of overpayment, shall first be used to offset any invoices due and payable and the balance shall be refunded to MJMEUC within ten (10) days. If MJMEUC has underpaid, such amount, including Interest at the

Specified Interest Rate from the date of underpayment, shall be paid to City within ten (10) days.

## **Article 6.     Representations and Warranties**

6.1.   Each Party. Each of the Parties represents and warrants as follows:

- 6.1.1.   Organization and Existence. Such Party is duly organized, validly existing and in good standing under the laws of the State of Missouri.
- 6.1.2.   Execution, Delivery and Enforceability. Such Party has full power and authority to execute, deliver and carry out its obligations under this Agreement. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary action required on the part of such Party. Assuming due authorization, execution and delivery of this Agreement by the other Party hereto, this Agreement constitutes the valid and legally binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights, by general equitable principles and to the extent that the enforceability of indemnification provisions may be limited by Requirements of Law.
- 6.1.3.   No Violation. Neither the execution and delivery of this Agreement, nor compliance with any provision hereof, nor consummation of the transactions contemplated hereby, (a) violate such Party's bylaws, operating agreements, constitutional charter, or any other organizational document, each as amended to date; (b) violate any Requirements of Law as applicable to such Party or any effective resolution of such Party, each as amended to date, in a manner that could cause a Material Adverse Effect; (c) result in any violation of or default (with or without notice or lapse of time, or both) under, or give to others a right of termination, cancellation or acceleration of any obligation under (i) any agreement, note, bond, mortgage, indenture, lease or other contract applicable to such Party or such Party's Assets or (ii) any Requirements of Law or any judgment, order or decree applicable to such Party or such Party's Assets, which violation or default could create a Material Adverse Effect; or (d) result in the imposition or creation of any lien or encumbrance upon or with respect to the Party's Assets that could create a Material Adverse Effect.

6.2.   Additional Representation of City. City further represents, warrants and covenants to MJMEUC that City and its respective employees and personnel have, and shall have, at the time of performance of the Services, substantial expertise and experience in the operations and maintenance of the MJMEUC Assets and each is, and shall be, fully qualified to operate and maintain the MJMEUC Assets that operate at 69 kV (72.5kV at peak) or below in accordance with the terms hereof.

## **Article 7.     Term and Termination**

7.1.   Term. This Agreement shall (a) commence upon the date MJMEUC obtains ownership of the MJMEUC Assets (the "Commencement Date"); and (b) remain in effect for five (5) years after the Commencement Date, unless earlier terminated pursuant to this Section 7.1 (the "Initial Term"). In addition, this Agreement shall automatically renew

for an additional five (5) year term (each, a “Renewal Term” and collectively with the Initial Term, the “Term”), upon the expiration of the Initial Term or the then-current Renewal Term (up to a maximum of five (5) such Renewal Terms), unless terminated pursuant to Section 7.2.1.

7.2. Termination. This Agreement may be terminated as follows:

- 7.2.1 Upon delivery of written notice by either Party at least one (1) year prior to the end of the Initial Term or any Renewal Term.
- 7.2.2 A non-defaulting Party may terminate this Agreement as a result of an Event of Default as provided in Section 8.4.
- 7.2.3 This Agreement may be terminated by either party in connection with MJMEUC’s sale of all or substantially all of the MJMEUC Assets.
- 7.2.4 This Agreement may be terminated at any time by written consent, signed by both Parties.

7.3. Effect of Termination. Upon termination, the Parties shall take the following actions:

- 7.3.1. City shall be paid the Compensation for Services actually rendered prior to termination of this Agreement.
- 7.3.2. Within sixty (60) days following termination of this Agreement, City and MJMEUC shall reconcile all amounts then due and payable to each other under this Agreement. Within ninety (90) days after such reconciliation, City or MJMEUC, as the case may be, shall make final payment in complete discharge of its obligations under this Agreement, except those obligations that expressly survive the termination of this Agreement.
- 7.3.3. City shall deliver to MJMEUC upon termination or expiration of this Agreement all records pertaining to the Services pursuant to Section 2.4 (f), all unused Materials pursuant to Section 4.1 and all MJMEUC Work Product and City Work Product pursuant to Section 9.2.
- 7.3.4. The indemnification provisions in Sections 2.8 (Limitations on Subcontracting), 3.5 (Safety Rules) and Article 11 (Indemnity), as well as the provisions in Article 12 (Confidentiality), shall each survive the termination of this Agreement.

**Article 8. Default**

8.1. Event of Default. An Event of Default occurs if:

- 8.1.1. Either Party fails to make a payment under this Agreement when due and such failure continues for a period of twenty (20) days after receipt of written notice thereof from City (the “Payment Default Notice”) (such default being a “Payment Default”); or
- 8.1.2. Either Party fails to fulfill any material obligation under this Agreement and such failure continues for thirty (30) days after receipt of written notice thereof from the non-defaulting Party (a “Performance Default”); or

- 8.1.3. (a) Either Party becomes insolvent or bankrupt or ceases to pay its debts as they mature or makes an arrangement with or for the benefit of its creditors or consents to or acquiesces in the appointment of a receiver, trustee or liquidator for any substantial part of its property; or (b) a bankruptcy, winding-up, reorganization, insolvency, arrangement or similar proceeding instituted by or against such Party under the laws of any jurisdiction, which proceeding has not been dismissed within ninety (90) days; or (c) any action or answer by such Party approving of, consenting to, or acquiescing in, any such proceeding; or (d) the levy of any distress, execution or attachment upon the property of such party that substantially interferes with such Party's performance under this Agreement (any such event being a "Financial Default").
- 8.2. Cure. If the nature of the failure to cure a Performance Default is such that, although curable, it cannot with Due Diligence be cured within said thirty (30) day period, and the defaulting Party shall have diligently prosecuted the cure of such Performance Default within said thirty (30) days and thereafter diligently prosecutes such cure until the Performance Default is remedied, the time for cure of the Performance Default shall be extended by such period of time as is reasonably necessary to cure such Performance Default, subject to a maximum extension of ninety (90) days.
- 8.3. Remedies. Upon the occurrence of an Event of Default that is not cured in accordance with Section 8.2 above, a non-defaulting Party shall be entitled to commence an action to require the defaulting Party to remedy such Event of Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof and may exercise such other rights and remedies as it may have in equity or at law. In addition, if City fails to carry out any of its obligations under this Agreement and fails, within thirty (30) days after receiving notice of such breach from MJMEUC (or within such shorter time as MJMEUC reasonably believes is prudent in light of the nature of the breach), MJMEUC may, without prejudice to any other remedy it may have, cure such breach. City shall pay, upon demand, the costs reasonably incurred by MJMEUC in exercising its rights under this Section 8.3 and such exercise will not diminish any of MJMEUC's rights under this Section 8.3 or any of its other rights and obligations under this Agreement. Any amount due under this Agreement shall bear interest from the date due until paid at the Specified Interest Rate. City's liability for damages as the result of a Performance Default shall not exceed the actual amount paid for direct labor, reasonable overhead costs and the City's Adder on such amount paid by MJMEUC to City in performing such Service; it being understood that the foregoing limitation of damages does not apply to any liability under the indemnification provisions in Sections 3.5 and 11.1.
- 8.4. Termination. After applicable cure periods, a non-defaulting Party may terminate this Agreement as a result of a Payment Default, a Financial Default, or a Performance Default as defined in Section 8.1. by the other Party.

## **Article 9. Ownership of Property, Data and Information**

- 9.1. Ownership. MJMEUC shall own all right, title and interest in any goods and other property created, delivered or provided by City to MJMEUC in connection with City's performance of the Services, including any physical repairs, improvements or betterments of the Transmission Facilities, as well as all accumulated drawings, sketches, data, reports, plans, specifications, calculations, maps, schedules, models, samples, estimates, summaries, completed work, and work in progress (collectively "Work Product") prepared or developed by City or its employees during the performance of the

Services ("City Work Product"). MJMEUC shall also retain all right, title and interest in all Work Product provided to City by MJMEUC ("MJMEUC Work Product"). The Parties recognize that City, while operating and maintaining utilities, may develop know-how or other intellectual property while operating and maintaining its own City Assets as well as while providing the Services and agree that such know-how or other intellectual property shall remain the property of City, except as agreed to in writing in advance of City developing specific know-how or other intellectual property at MJMEUC's request.

- 9.2. Return of Work Product. City shall promptly deliver to MJMEUC all City Work Product and MJMEUC Work Product upon MJMEUC's request and, in any event, upon termination or expiration of this Agreement.

## **Article 10. Insurance.**

- 10.1 City Required Insurance. Prior to commencing performance under this Agreement, City at its sole expense, shall maintain in full force and effect throughout the Term of this Agreement, for its benefit and for the benefit of MJMEUC, insurance policies for the following coverages:

10.1.1. General Liability or Excess General Liability Insurance. City shall maintain coverage of at least One Million Dollars (\$1,000,000) on an occurrence basis, and with an aggregate of Two Million Dollars (\$2,000,000), for bodily injury (including death), property damage (including loss of use) and personal injury. Such coverage shall provide coverage for products and completed operations, blanket contractual, broad form property damage, and independent contractors; with MJMEUC named as an additional insured, such coverage shall be primary and non-contributory.

10.1.2. Workers Compensation. City shall maintain coverage as required by law where Services are to be performed and Employer's Liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) for each accident, disease each employee, with a One Million Dollars (\$1,000,000) disease policy limit. In the event City subcontracts the Services to be performed, the City shall require the Approved Subcontractor, as applicable, to fulfill the worker's compensation terms of this Agreement.

10.1.3 Business Auto Liability Insurance. City shall maintain coverage for City's owned, non-owned, leased, and hired vehicles with limits of at least One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage for each accident when any auto is used in performing Services.

10.1.4 Property Coverage. City shall maintain all risk Property Coverage for any owned assets located in or in close proximity to the substations owned by MJMEUC. MJMEUC will not be responsible for the City's property located in or in close proximity to the substation. This provision shall survive termination of this Agreement and continue until such time as City removes all City Assets from the premises of the substations and all City Assets in close proximity to the substations.

10.1.5. Pollution Liability Insurance. City shall maintain coverage of at least Five Million Dollars (\$5,000,000) for each occurrence and in the aggregate. Coverage to include, but not limited to, bodily injury, property damage, cleanup expenses,

and defense costs, with MJMEUC named as an additional insured. If policy is written on a claims-made basis, then coverage will be maintained and remain in effect for at least five (5) years beyond the expiration or termination of this Agreement.

- 10.1.6. Professional Liability Insurance. City shall maintain coverage of at least One Million Dollars (\$1,000,000) for each occurrence and in the aggregate. If policy is written on a claims-made basis, then coverage will be maintained and remain in effect for at least five (5) years beyond the expiration or termination of this Agreement. This policy is for protection against claims alleging negligent acts, errors, or omissions which may arise from the City's operations or maintenance of the Transmission Facilities under this Agreement, whether such operations or maintenance was performed by the City's employees, contractors, or subcontractors,
- 10.1.7. Umbrella or Excess Liability Insurance. City shall maintain coverage of at least Five Million Dollars (\$5,000,000) combined single limit each occurrence and in the aggregate, with MJMEUC named as an additional insured. Coverage to include excess of limits provided by General Liability, Employers Liability, and Business Automobile insurance. The aggregate limit shall apply separately to each annual policy period.
- 10.2. MJMEUC Required Insurance. Upon obtaining ownership of the Transmission Facilities from GridLiance White Plains, LLC, MJMEUC, at its sole expense, shall maintain in full force and effect throughout the Term of this Agreement, for its benefit and for the benefit of the City, insurance policies for the following coverages:
  - 10.2.1 General Liability or Excess General Liability Insurance. MJMEUC shall maintain coverage of at least One Million Dollars (\$1,000,000) on an occurrence basis, with an aggregate of Two Million Dollars (\$2,000,000), for bodily injury (including death), property damage (including loss of use). Such coverage shall provide coverage for products and completed operations, blanket contractual, broad form property damage, and independent contractors.
  - 10.2.2 Workers Compensation. MJMEUC shall maintain coverage as required by law and Employer's Liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) for each accident, disease each employee, with a One Million Dollars (\$1,000,000) disease policy limit. In the event MJMEUC contracts or subcontracts the Services to be performed, MJMEUC shall require the City and Approved Subcontractor, as applicable, to fulfill the worker's compensation terms of this Agreement.
  - 10.2.3 Business Auto Liability Insurance. MJMEUC shall maintain coverage for MJMEUC's owned, non-owned, leased, and hired vehicles with limits of at least One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage for each accident when any auto is used in performing Services.
  - 10.2.4 Property Coverage. MJMEUC shall maintain all risk Property Coverage with respect to the substations, with such coverage to be subject to deductibles and sublimits at levels deemed appropriate by MJMEUC's governing body.

- 10.2.5. Pollution Liability Insurance. MJMEUC shall maintain coverage of at least Five Million Dollars (\$5,000,000) for each occurrence and in the aggregate. Coverage to include, but not limited to, bodily injury, property damage, cleanup expenses, and defense costs. Policy to be written on a claims-made basis, with coverage to be maintained and remain in effect for at least five (5) years beyond the expiration or termination of this Agreement.
- 10.2.6. Umbrella or Excess Liability Insurance. MJMEUC shall maintain coverage of at least Five Million Dollars (\$5,000,000) combined single limit each occurrence and in the aggregate. Coverage to include excess of limits provided by General Liability, Employers Liability, and Business Automobile insurance. The aggregate limit shall apply separately to each annual policy period.
- 10.3. Policy Requirements. All insurance policies shall: (i) contain a severability of interest clause, (ii) unless stated otherwise herein, apply on a primary and non-contributory basis to any insurance maintained by any additional insured, (iii) waive subrogation against any additional insureds, and (iv) otherwise be in form and substance reasonably acceptable to the other Party, and (v) unless stated otherwise herein, 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.
- 10.4. Disclosure of Claims. Each Party shall promptly furnish the other Party with all information reasonably available to it relating to the operations and maintenance of the Transmission Facilities as is necessary to enable the first Party to comply with its disclosure obligations under the insurance which it has taken out. Each Party shall promptly notify the other Party of any claim with respect to any of the insurance policies referred to this Article 10, accompanied by full details of the incident giving rise to such claim. Each Party shall afford to the other Party all such assistance as may reasonably be required for the preparation and negotiation of insurance claims, save where such claim is against the Party required to give assistance.
- 10.5. 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 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.
- 10.6. Governmental and Municipal Immunity. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by City or MJMEUC of any applicable state limits on municipal liability or governmental immunity.

- 11.1. Mutual Indemnity. To the extent permitted by law, each Party (“Indemnifying Party”) agrees to defend, indemnify, and hold harmless the other Party and its Related Parties (each an “Indemnified Party”), as the case may be, against any claims, liabilities, losses, damages, judgments, costs or expenses, including reasonable attorney's fees arising out of or related to this Agreement (collectively “Claims”) to the extent caused by or resulting from the negligence or willful misconduct by or of the Indemnifying Party or its Related Parties arising out of or related to this Agreement. A Party shall promptly notify the other Party of its assertion of any Claim against such Party that is potentially indemnifiable by such Party. The Claiming Party shall give the Indemnifying Party an opportunity to defend such a Claim and shall not settle such Claim without the approval of the Indemnifying Party, which approval shall not be unreasonably denied. This indemnity shall be in addition to the indemnity set forth in Section 3.5.
- 11.2. Limitation on Damages. Notwithstanding anything to the contrary contained herein the Parties waive all Claims against each other (and against each other's Related Parties) for any consequential, incidental, indirect, special, or exemplary damages (including loss of actual or anticipated profits, revenues or product; loss by reason of shutdown or non-operation; cost of replacement power; interest charges (except as expressly set forth in this Agreement); cost of capital; or claims of its customers to which service is made, and regardless of whether any such Claim arises out of breach of contract or warranty, tort, product liability, indemnity, contribution, strict liability or any other legal theory. The above limitations shall not, however, be construed as a limitation on liability for death, bodily injury, or third-party claims.

## **Article 12.     Confidentiality**

- 12.1. Confidential Information Defined. For all purposes of this Agreement, the term Confidential Information shall refer to any and all information or material disclosed or provided by or on behalf of the Party disclosing the information (each, a “Disclosing Party”) to the Party receiving the information (each, a “Recipient”) that is identified by the Disclosing Party as Confidential Information. Confidential Information also includes any notes, analyses, compilations, studies, or other materials or documents prepared by Recipient that contain, reflect, or are based on, in whole or in part, other Confidential Information.
- 12.2. Exceptions to Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information or material that (i) is publicly available or becomes publicly available through no action or fault of Recipient, (ii) was already in Recipient's possession or known to Recipient prior to being disclosed or provided to Recipient by or on behalf of Disclosing Party, provided that, to the best of Recipient's knowledge, the source of such information or material was not bound by a contractual, legal, or fiduciary obligation of confidentiality with respect thereto, (iii) is obtained by Recipient from a third party, provided that, to the best of Recipient's knowledge, such third party is not bound by a contractual, legal, or fiduciary obligation of confidentiality with respect thereto, (iv) is obtained by or provided to a third party under the Missouri Sunshine Law (Chapter 610 RSMo, as may be amended) or any similar Requirement of Law; (v) is obtained by or provided to a Government Authority at the request of such Government Authority or pursuant to Requirements of Law, or (vi) is necessary for the Party's compliance with Federal securities laws in connection with the issuance of any financing obligations.
- 12.3. Restrictions on Disclosure and Use. Recipient hereby covenants and agrees as follows:



- 12.3.1. Non-Disclosure. Recipient shall keep strictly confidential and shall not disclose the Confidential Information to any Person, except (subject to Sections 12.3.2 and 12.3.4 below) (i) to those Representatives of Recipient to whom disclosure is necessary in connection with Recipient's exercise of rights and obligations under this Agreement and who shall be informed of the confidential nature of the Confidential Information, (ii) to comply with any Requirements of Law, (iii) to any financing sources of Recipient or underwriters or rating agencies in connection with Recipient's efforts to obtain financing, or as necessary (in offering documents or otherwise) to comply with any Requirements of Law in connection with any public offering of securities, or (iv) as otherwise consented to in advance and in writing by Disclosing Party. Recipient shall take all actions necessary to ensure that the Confidential Information remains strictly confidential and is not disclosed to or seen, used, or obtained by any Person except in accordance with the terms of this Agreement.
- 12.3.2. Compelled Disclosure. In the event that Recipient is requested or required (by oral questions, interrogatories, requests for information, or documents in legal proceedings, subpoena, civil investigative demand, or other similar process or by any law, rule, or regulation of any Governmental Authority, including the Missouri Sunshine Law (Chapter 610 RSMo, as may be amended) applicable state and Federal securities laws) to disclose any of the Confidential Information, Recipient shall, to the extent permissible, provide Disclosing Party with prompt written notice of any such request or requirement so that Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Disclosing Party, Recipient is legally required to disclose Confidential Information, Recipient may, without liability hereunder, disclose that portion of the Confidential Information that counsel advises Recipient is legally required to disclose.
- 12.3.3. Ownership; No License. No right, title, or interest in or to any of the Confidential Information is transferred to Recipient hereby or by the delivery of Confidential Information to Recipient hereunder. Disclosing Party grants no license, by implication or otherwise, under or of any patent, copyright, trademark, trade secret, or other intellectual property right by disclosing Confidential Information under this Agreement.
- 12.3.4. Use. Recipient shall use the Confidential Information solely for purposes required to exercise rights and obligations under, or otherwise carry out the transactions or Services contemplated by, this Agreement and any other Related Agreements.
- 12.3.5. Representative. All Representatives of Recipient to whom the Confidential Information has been disclosed shall be included within the definition of the term Recipient for purposes of this Agreement and shall be deemed bound by the terms and conditions of this Agreement. Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and for that purpose it will be assumed that all such Representatives signed this Agreement as the Recipient hereunder.
- 12.3.6. Return of Confidential Information. Recipient shall, upon termination of this Agreement, promptly return to Disclosing Party or destroy (and certify in

writing to Disclosing Party the destruction of) all Confidential Information, including all copies thereof, except Recipient may retain one copy of all Confidential Information for its legal files and shall not be required to destroy electronic copies contained on back-up media readily accessible only by information technology staff or experts. Notwithstanding such return or destruction, Recipient shall continue to be bound by this Agreement.

- 12.3.7. Equitable Remedies. Recipient hereby agrees that its failure to perform any obligation or duty that it has agreed to perform under this Article 12 may cause irreparable harm to Disclosing Party, which harm cannot be adequately compensated for by money damages. Accordingly, in the event of any actual or threatened breach or default by Recipient hereunder, Disclosing Party, without any bond or other security being required and in addition to whatever other remedies are or might be available at law or in equity, shall have the right to either seek to compel specific performance by, or seek to obtain injunctive relief against, Recipient.

### **Article 13. Independent Contractor**

City shall be an independent contractor with respect to the Services to be performed hereunder and neither City nor its Related Parties, nor the employees or agents of its Related Parties, shall be deemed to be the servants, employees, or agents of MJMEUC. City shall be responsible for payment of actual wages and salaries of all employees and other of its personnel providing Services, including compensation, payroll taxes, benefits, insurance and other terms and conditions of employment or engagement; it being understood that all employees employed by City shall be employees of City and not of MJMEUC, and MJMEUC shall have no liability relating to such employees.

### **Article 14. Force Majeure**

- 14.1. Defined. An event of “Force Majeure” means any event which is not within the reasonable control of the Party affected and with the exercise of due diligence could not reasonably be prevented, avoided or removed by such Party, which causes the Party claiming that an event of Force Majeure occurred to be delayed, in whole or in part, or unable, using commercially reasonable efforts, to partially or wholly perform its obligations under this Agreement (other than any obligation for the payment of money) or that damages (or is reasonably expected to damage) equipment including any: act of God, labor disturbance, act of the public enemy, war, terrorist act, insurrection, civil disturbance, sabotage, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, order, regulation or restriction imposed by a Governmental Authority or lawfully established civilian authorities, epidemic or pandemic, or any other cause beyond a Party's control. The burden of proof as to whether an event of Force Majeure has occurred, its duration and whether such event excuses a Party from performance under this Agreement shall be upon the Party claiming such event of Force Majeure.
- 14.2. Effect of Force Majeure. Neither Party shall be considered in default as to any obligation under this Agreement if prevented from fulfilling its obligation due to an event of Force Majeure. A Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to cure the Force Majeure event and to perform its obligations under this Agreement.

- 14.3. Notification. If there is a Force Majeure event affecting a Party's ability to perform its obligation under this Agreement, the Party shall forthwith (and in any event no later than five (5) Business Days after it first becomes aware that an occurrence constitutes a Force Majeure event) notify the other Party in writing of the reasons why it believes the occurrence constitutes a Force Majeure event, identifying the nature of the event, its expected duration, and the particulars of the obligations affected by the event, and furnish to the other Party verbal reports with respect to the Force Majeure event at such intervals as the other Party may reasonably request during the continuance of the Force Majeure event.
- 14.4. Removal. If there is a Force Majeure event affecting a Party's ability to perform its obligations under this Agreement, the Party shall be prompt and diligent in removing, if practicable, the cause of such inability to perform, but nothing in this Agreement shall be construed as permitting a Party to continue to fail to perform after said cause has been removed. Notwithstanding the foregoing, a Party shall not be obligated to agree to any settlement of a strike or labor dispute that, in that Party's sole opinion, may be inadvisable or detrimental.

## **Article 15. Assignment**

- 15.1. General. This Agreement shall be binding upon the respective Parties and their successors and assigns.
- 15.2. Assignments by MJMEUC. MJMEUC shall not assign its rights under this Agreement to another party except with the prior written consent of City, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that MJMEUC shall be permitted to assign any of its rights under this Agreement without any consent by the City: (a) in connection with a sale of substantially all of the Transmission Facilities which are the subject of this Agreement, or (b) for the purpose of financing the MJMEUC Assets; and provided, further, that nothing in this Agreement shall limit MJMEUC's rights to subcontract any construction of the MJMEUC Assets, and any portions thereof, to any third parties.
- 15.3. Assignments by City. City shall not assign its rights under this Agreement to another party except with the prior written consent of MJMEUC, which consent shall not be unreasonably withheld, conditioned, or delayed.

## **Article 16. Miscellaneous**

- 16.1 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Missouri, without regard to conflicts of law principles.
- 16.2 Notices. Unless otherwise specifically provided in this Agreement, including **Exhibit C-1** as to invoices, all notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by a nationally recognized commercial overnight delivery service, (iii) mailed postage prepaid by certified mail directed or addressed to the respective addresses set forth below, or (iv) transmitted by electronic mail to the e-mail address, respectively, as provided in **Exhibit D**, with receipt confirmed. Such notices shall be effective: (a) in the case of hand deliveries, when received; (b) in the case of an overnight delivery service, on the next Business Day after being placed in the possession of such delivery service, with delivery charges prepaid; (c) in the case of certified mail, upon receipt of the written signature

card indicating acceptance by addressee; and (d) in the case of e-mail notices, the Business Day on the date on which electronic indication of receipt is received. Any Party may change its address and e-mail address by written notice to the other Party given in accordance with this Section, following the effectiveness of which notice such Party's address or e-mail address shall be updated accordingly.

- 16.3 Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and terminates and supersedes all prior oral and written proposals and communications pertaining hereto. There are no representations, conditions, warranties, or agreements, express or implied, statutory or otherwise, with respect to or collateral to this Agreement other than contained in this Agreement or expressly incorporated herein.
- 16.4 No Third-Party Beneficiaries. No provision of this Agreement shall in any way inure to the benefit of any third Person (including the public at large) so as to constitute any such Person as a third-party beneficiary of this Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any Person not a Party, Indemnified Party, successor or permitted assignee.
- 16.5 Severability and Restoration. If any Governmental Authority, including any court of competent jurisdiction, holds that any provision of this Agreement is 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. However, if such holding, or as a result of any Requirements of Law, or a change in any Requirements of Law, renders this Agreement impossible to perform, then the Parties shall attempt to renegotiate new provisions to restore this Agreement as nearly as possible to its original intent and effect.
- 16.6 Interpretation. In this Agreement, and in any Schedules and Exhibits hereto, unless a clear contrary intention appears:
- 16.6.1 The singular includes the plural and vice versa;
- 16.6.2 reference to any Person includes such Person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity;
- 16.6.3 reference to any agreement (including this Agreement and the Related Agreements), document, instrument or tariff means such agreement, document, instrument or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, to the extent applicable, the terms hereof;
- 16.6.4 the captions and article and section headings in this Agreement are inserted for convenience of reference only and are not intended to have significance for the interpretation of or construction of the provisions of this Agreement;
- 16.6.5 where technical terms are used in the documents, or attachments thereto, save and except as defined herein or therein, such technical terms shall have the same meaning and effect as may be ascribed in the electrical transmission industry;

- 16.6.6 reference to any law means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder; and
- 16.6.7 whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.
- 16.7 Construction. This Agreement was negotiated by the Parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.
- 16.8 Modifications. Unless otherwise specifically provided herein, this Agreement, including all Schedules and Exhibits, may be altered, modified, varied, or waived, in whole or in part, only by a modification executed by the duly authorized Representatives of both Parties.
- 16.9 No Waivers. Any waiver at any time by a Party of its rights with respect to a default under this Agreement or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or subsequent matter of a similar nature arising in connection therewith.
- 16.10 Counterparts. This Agreement may be executed in any number of counterparts by the Parties, each of which when so executed will be an original, but all of which together will constitute one and the same instrument. To facilitate execution of this Agreement, the Parties may execute and exchange electronic form counterparts of the signature pages to this Agreement.
- 16.11 Dispute Resolution. All claims or disputes between the Parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall first be attempted resolved by appointed company representatives. If the appointed company representatives cannot resolve the dispute, then company designated senior officers shall meet to resolve the dispute. Any agreed-upon resolution of the matter shall be documented in writing, signed by both Parties, and shall become a binding agreement for the resolution of the matter. If the Parties are unable to resolve the dispute in this manner, then the Parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules or other mutually agreed upon mediator, before resorting to litigation.
- 16.12 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have made and executed this Operations and Maintenance Agreement the day and year first above written intending the same to be binding upon the Parties, their successors and assigns. This Agreement will be executed in two counterparts, each constituting an original but altogether one and the same instrument and Agreement.

**MJMEUC**

Missouri Joint Municipal Electric Utility Commission

By: \_\_\_\_\_  
John Twitty,  
President and CEO

STATE OF MISSOURI                    )  
  ) ss:  
\_\_\_\_\_ COUNTY                    )

Before me, a Notary Public in and for this state on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared John Twitty to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and CEO and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

**CITY**

City of Nixa, Missouri

By: \_\_\_\_\_  
Brian Steele,  
Mayor

STATE OF MISSOURI                    )  
  ) ss:  
CHRISTIAN COUNTY                    )

Before me, a Notary Public in and for this state on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 executed the same as his free and voluntary act and deed 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 this day and year last above written.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

## **EXHIBIT A**

### **MJMEUC ASSETS**

All of MJMEUC owned 69 kV transmission and substation facilities located in the City of Nixa, Missouri, and further described below.

#### **Downtown Substation:**

ALL OF A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 NW1/4) OF SECTION 13, TOWNSHIP 27, RANGE 22, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SAID SUBDIVISION, THENCE NORTH 116 1/2 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 116 1/2 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 341 1/2 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.

#### **Espy Substation:**

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 (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) 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 NW1/4 OF THE SW1/4; 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 NW1/4 OF THE SW1/4; THENCE S89°15'23"E, ALONG THE NORTH LINE OF SAID NW1/4 OF THE SW1/4, 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.

Northeast Substation:

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 S  $02^{\circ}11'50''$  W, 240.00 FEET; THENCE N  $87^{\circ}55'10''$  W, 270.00 FEET; THENCE NORTH  $02^{\circ}11'50''$  E, 240.00 FEET; THENCE S  $87^{\circ}55'10''$  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 S  $02^{\circ}11'50''$  W, 240.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S  $02^{\circ}11'50''$  W, 20.00 FEET; THENCE N  $87^{\circ}55'10''$  W, 290.00 FEET; THENCE N  $02^{\circ}11'50''$  E, 260.00 FEET; THENCE S  $87^{\circ}55'10''$  E, 20.00 FEET; THENCE S  $02^{\circ}11'50''$  W, 240.00 FEET; THENCE S  $87^{\circ}55'10''$  E, 270.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.24 ACRES.

Tracker Substation:

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.

All of the following 69kv electric transmission lines with endpoints designated as below:

SWPA to Espy – 1.55 miles

Espy to Downtown – 1.24 miles

Downtown to Tracker – 1.80 miles

Tracker to Northeast – 2.31 miles

Northeast to James River Power Station(City Utilities) – 3.92 miles

Transmission lines include all attached equipment and conductors including, but not limited to, poles, conductors, fiber optic cables, down guys, anchors attached to assemblies, insulators, and all other attached items necessary for the transmission of electricity.

**EXHIBIT B**

**APPROVED SUBCONTRACTORS**

PAR Electrical Contractors

BBC Electrical Contractors

MPUA Resource Services Corporation

Signatories to MPUA mutual aid agreement

Toth & Associates

## EXHIBIT C-1

### **MJMEUC INVOICING REQUIREMENTS**

All Invoices for Services performed under this Agreement must be submitted by the 10<sup>th</sup> of each month to: MJMEUC, Accounts Payable, 2200 Maguire Blvd., Columbia, MO 65201 or via email to MJMEUC's Chief Operating Officer, currently John Grotzinger at [jgrotzinger@mpua.org](mailto:jgrotzinger@mpua.org) and the Chief Financial Officer, currently Mike Loethen at [mloethen@mpua.org](mailto:mloethen@mpua.org).

All Invoices presented for payment must include an **invoice number** or specific identifier, **invoice date**, **total amount of invoice** including freight and taxes, if applicable and the **appropriate general ledger ("GL") account number or work order number** noted for each invoice line item (*See list of accounts by description in **Exhibit C-2***). All invoices must include charges assigned to an account in accordance with the Federal Energy Regulatory Commission Uniform System of Accounts.

In addition, invoices shall include the following items, as applicable:

- Purchase Order Number
- Purchase Order Item Number
- Change Order Number
- Change Order Item Number
- Project or Asset Name
- Dates work performed
- Job site or location
- Description of work
- Remit address or Banking information for Electronic Funds Transfers

#### MJMEUC Accrual Requirements:

Dollar estimate of additional work (by GL account number or work order number) completed but not yet invoiced, must be submitted via email to MJMEUC's Chief Financial Officer, currently Mike Loethen at [mloethen@mpua.org](mailto:mloethen@mpua.org) within five (5) Business Days upon such request to MJMEUC.

## **EXHIBIT C-2**

### **LIST OF FERC UNIFORM SYSTEMS OF ACCOUNT BY DESCRIPTION**

#### **Operations**

- 560 Operations supervision and engineering
- 561.1 Load dispatch-Reliability.
- 561.2 Load dispatch-Monitor and operate transmission system.
- 561.3 Load dispatch-Transmission service and scheduling.
- 561.4 Scheduling, system control and dispatch services.
- 561.5 Reliability planning and standards development.
- 561.6 Transmission service studies.
- 561.7 Generation interconnection studies.
- 561.8 Reliability planning and standards development services.
- 562 Station expenses (Major only).
- 562.1 Operations of Energy Storage Equipment.
- 563 Overhead line expense (Major only).
- 564 Underground line expenses (Major only).
- 565 Transmission of electricity by others (Major only).
- 566 Miscellaneous transmission expenses (Major only).
- 567 Rents.
- 567.1 Operations supplies and expenses (Nonmajor only).

#### **Maintenance**

- 568 Maintenance supervision and engineering (Major only).
- 569 Maintenance of structures (Major only).
- 569.1 Maintenance of computer hardware.
- 569.2 Maintenance of computer software.
- 569.3 Maintenance of communication equipment.
- 569.4 Maintenance of miscellaneous regional transmission plant.
- 570 Maintenance of station equipment (Major only).
- 570.1 Maintenance of Energy Storage Equipment.
- 571 Maintenance of overhead lines (Major only).
- 572 Maintenance of underground lines (Major only).
- 573 Maintenance of miscellaneous transmission plant (Major only).
- 574 Maintenance of transmission plan (Nonmajor only).

## **EXHIBIT D**

### **PERSONS FOR NOTICES**

#### **For City:**

Name: Doug Colvin  
Title: Director of Nixa Utilities and Public Works  
Address: 1111 W. Kathryn, Nixa, MO 65714  
Office Telephone: 417-725-2353  
Off-Hours Telephone: 417-735-3229  
Cell Telephone:  
Email: [dcolvin@nixa.com](mailto:dcolvin@nixa.com)

#### **With a copy to:**

Name: Nicholas Woodman  
Title: City Attorney  
Address: 715 W. Mt. Vernon St., Nixa, MO 65714  
Office Telephone: 417-725-3785  
Email: [nwoodman@nixa.com](mailto:nwoodman@nixa.com)

#### **For MJMEUC:**

Name: John Grotzinger  
Title: Chief Operating Officer for MJMEUC  
Address: 2200 Maguire Blvd. Columbia, MO 65201  
Office Telephone: 573-445-3279  
24-hour Telephone: 573-777-8093  
Email: [jgrotzinger@mpua.org](mailto:jgrotzinger@mpua.org)

#### **With a copy to:**

Names: Doug Healy  
Title: General Counsel  
Address: 3010 E. Battlefield, Suite A, Springfield, MO 65804  
Office Telephone: 417-864-7018  
Cell Telephone: 573-301-5780  
Email: [doug@healylawoffices.com](mailto:doug@healylawoffices.com)

**EXHIBIT E**

**CITY LABOR RATES**

<b>EMPLOYEE TITLE</b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
SUPERINTENDENT	<b>\$108.00</b>	<b>\$155.96</b>	<b>\$203.91</b>
GEN FOREMAN	<b>\$103.17</b>	<b>\$148.84</b>	<b>\$194.51</b>
FOREMAN	<b>\$98.96</b>	<b>\$142.64</b>	<b>\$186.33</b>
LINEMAN	<b>\$90.56</b>	<b>\$130.27</b>	<b>\$169.99</b>
OPERATOR	<b>\$84.19</b>	<b>\$120.89</b>	<b>\$157.59</b>
GROUNDSMAN	<b>\$60.69</b>	<b>\$86.28</b>	<b>\$111.88</b>
MECHANIC	<b>\$84.19</b>	<b>\$120.89</b>	<b>\$157.59</b>
SAFETY	<b>\$90.56</b>	<b>\$130.27</b>	<b>\$169.99</b>
1 APPRENTICE	<b>\$56.95</b>	<b>\$80.77</b>	<b>\$104.60</b>
2 APPRENTICE	<b>\$61.15</b>	<b>\$86.96</b>	<b>\$112.78</b>
3 APPRENTICE	<b>\$65.35</b>	<b>\$93.15</b>	<b>\$120.95</b>
4 APPRENTICE	<b>\$69.55</b>	<b>\$99.34</b>	<b>\$129.12</b>
5 APPRENTICE	<b>\$73.75</b>	<b>\$105.52</b>	<b>\$137.29</b>
6 APPRENTICE	<b>\$77.96</b>	<b>\$111.71</b>	<b>\$145.47</b>
7 APPRENTICE	<b>\$82.16</b>	<b>\$117.90</b>	<b>\$153.64</b>

**EXHIBIT F****CITY EQUIPMENT RATES**

<b>EQUIPMENT DESCRIPTION</b>	<b>Hourly Rates</b>
Air Compressor: 85 - 130 CFM	\$18.00
Back Hoe	\$40.00
Track Hoe	\$75.00
Backyard Machines	\$42.00
Bobcat	\$25.00
Bobcat on Tracks	\$30.00
Bucket truck up to 49 ft.	\$32.00
Bucket truck 50' to 64'	\$35.00
Bucket truck 65' to 74'	\$51.00
Bucket truck 75' to 84'	\$60.00
Bucket truck 85' to 94'	\$70.00
Caterpillars: D4, D5	\$60.00
Caterpillars - D6	\$75.00
1050 Dozer with triple winches	\$140.00
Digger Derricks up to 47' shiv	\$35.00
Digger Derricks 48' - 50' shiv	\$42.00
Digger Derricks over 50' shiv	\$52.00
Dump Truck	\$19.00
Flatbeds/Material Trailer	\$15.00
Office Trailer	\$25.00
Pickup	\$15.00
Rock Drill	\$60.00
Service Truck	\$20.00
Track Equipment - Bucket or Digger	\$125.00
Tractor Trailer	\$125.00
Truck Crane	\$78.00
Mantis Crane-45 ton	\$205.00
Mantis Crane-100 ton	\$300.00
Trailer - Maintenance	\$15.00
Trailer - Pole	\$10.00
Tool Trailer	\$18.00
Hard line puller	\$75.00
Large rope rig	\$60.00
Bull wheel tensioner	\$50.00
Bundle bull wheel tensioner	\$60.00
Reel stand trailer	\$35.00
Wire Stringing - Rope Pullers-Single & Double Drum	\$18.00
Wire Stringing - Rope Pullers-3 Drum-Medium	\$35.00
Wire Stringing - Rope Pullers-4 Drum-Small	\$25.00
Wire Stringing - Rope Pullers-4 Drum-Medium	\$40.00
Wire Stringing - Conductor Tensioner	\$30.00
Wire Stringing - Wire Trailers - Single	\$25.00
Wire Stringing - Wire Trailer-Four Reel w/Brake	\$30.00
Hot Arms - DAILY RATE	\$2.85
Rollers - DAILY RATE	\$1.30



## **EXHIBIT G**

### **PERSONAL PROPERTY LOCATED ON OR ABOUT MJMEUC'S ASSETS AND DESIGNATED INTERESTS**

See Exhibits G-2, G-3, G-4 and G-5 for lists of major items (personal property) located on the premises of MJMEUC's Assets and the designated interests of that personal property. The items marked MJMEUC are solely owned by MJMEUC. The items marked Nixa are solely owned by Nixa. The items marked both MJMEUC and Nixa are solely owned by MJMEUC but jointly used by MJMEUC and Nixa.

In addition, there is metering equipment and miscellaneous other items on the premises of MJMEUC's Assets which the Parties have mutually agreed that are jointly used by both Parties, but actual ownership will be determined at a later date.

## EXHIBIT G-2

### DOWNTOWN

MAJOR ITEMS	MJMEUC	NIXA	BRAND	SERIAL #
1 - 69KV Control Building	X	X	GFRC	506517
1 - HVAC System	X	X	Bard	309D133002302-02
1 - Set of Batteries (20 total)	X	X	Mesa	Vented Lead Acid
1 - Battery Charger	X	X	Sens	216049
1 - DC Panelboard	X	X	G. E.	AXB7L5
1 - AC Panelboard	X	X	Square D	?
1 - Double Throw Safety Switch	X	X	Eaton	Backup Station Power
1 - 69KV Breaker (DT6951)	X		Siemens	54968-3
1 - Panel 1 Rack	X		SEL	130153-32007
1 - Panel 1 (21P/DT51)	X		SEL-421	1131350107
1 - Panel 1 (21B/DT51)	X		SEL-311L	1131350106
1 - Panel 1 (Bus Diff)	X		SEL-587Z	1131350104
1 - Panel 1 Shark Meter 100	X		Electro Industries	1111-0090856937
1 - 69KV Breaker (DT6952)	X		Siemens	54968-5
1 - Panel 2 Rack	X		SEL	130153-32008
1 - Panel 2 (21P/DT52)	X		SEL-421	1131350108
1 - Panel 2 (21B/DT52)	X		SEL-311L	1131350105
1 - Panel 2 Shark Meter 100	X		Electro Industries	96-0035314824
1 - 69KV Building Sump Pump	X		Water Control in Cable Pull Box	
3 - 69KV Bay Lighting LED	X		PacLights	SKU- FFL100-LV-50
6 - 69KV Lightning Arrestors	X		Turner Type: AZESOO6G048060	
15 - 69KV Disconnect Switches	X		Type: Hook Disconnect Switches	
6 - 69KV 600/5 CT's	X		Siemens	BYM Bushing 54968-10
18 - 69KV 1200/5 CT's	X		Siemens	BYM Bushing 54968-10
3 - 69KV PT's	X		Kuhlman Model: POF-350-2	
1 - Ground Grid	X	X	4/0 Bare Copper	?
1 - 69KV Breaker (DT6953)		X	Siemens	3006199681-1
1 - Panel 3 Rack		X	SEL	170084-89106
1 - Panel 3 (Overcurrent)		X	SEL-351S	3170580144
1 - Panel 3 (Xfrm Diff)		X	SEL-387A	1170590092
1 - Power Xfrm 15/20/25		X	CG Power	20151600781
3 - 12KV Bay Lighting LED		X	PacLights	SKU- FFL100-LV-50
1 - Yard Light LED		X	Same as the City's street lights	
3 - 69KV Lightning Arrestors		X	?	?
3 Sets - 69KV Disconnect Switches		X	69KV G.O. Center Side Break Switches	
3 - 69KV 600/5 CT's		X	Siemens	BYM Bushing 54968-10
6 - 69KV 400/5 CT's		X	Siemens	BYM Bushing 54968-10
3 - 69KV Shorted CT's		X	Siemens	BYM Bushing 54968-10
1 - 25KVA Xfrm - Station Power		X	Pole Mount	Unknown
1 - Substation Fence	X	X		

### EXHIBIT G-3

#### NORTHEAST

MAJOR ITEMS	MJMEUC	NIXA	BRAND	SERIAL #
1 - 69KV Control Building	X	X	GFRC	504737
1 - HVAC System	X	X	Bard	225A051988582-02
1 - Set of Batteries (15 total)	X	X	GNB Classic	Vented Lead Acid
1 - Battery Charger	X	X	Sens	216047
1 - DC Panelboard	X	X	Siemens	Cat: P1N42ML250ATF
1 - Double Throw Safety Switch	X	X	Eaton	?
1 - AC Panelboard Main	X	X	Square D	?
1 - 69KV Breaker (NE6951)	X		Siemens	54968-8
1 - Panel 1 Rack	X		SEL	07/0393
1 - Panel 1 (87L/51 Line Diff)	X		SEL-387L	2007085252
1 - Panel 1 (21B/51 Distance)	X		SEL-311C	2007087122
1 - Panel 1 Shark 100 (NE6951)	X		Electro Industries	1211-0124410315
1 - 69KV Breaker (NE6952)	X		Siemens	54968-7
1 - Panel 2 Rack	X		SEL	07/0394
1 - Panel 2 (87L/52 Line Diff)	X		SEL-387L	2007085254
1 - Panel 2 (21B/52 Distance)	X		SEL-311C	2007087119
1 - Panel 2 (87/69B Bus Diff)	X		SEL-587Z	2007085301
1 - Panel 2 Shark Meter 100	X		Electro Industries	73-146868
1 - 69KV Breaker (NE6953)	X		Siemens	54968-6
1 - Panel 3 Rack	X		SEL	07/0395
1 - Panel 3 (87L-JRPS Line Diff)	X		SEL-387L	2010230372
1 - Panel 3 (21B/53 Distance)	X		SEL-421	2007086290
1 - Panel 3 Shark Meter 100	X		Electro Industries	73-146867
1 - 69KV Building Sump Pump	X		Water Control in Cable Pull Box	
4 - 69KV Bay Lighting	X		High Pressure Sodium, No Repair Parts	
9 - 69KV Lightning Arrestors	X		Turner Type: AZES006G04800	
15 - 69KV Disconnect Switches	X		Type: Hook Disconnect Switches	
36 - 1200/5 CT's	X		Siemens	BYM Bushing 54968-11
6 - 600/300 PT's	X		Kuhlman Model: POF-350-2	
Ground Grid	X	X	4/0 Bare Copper	?
1 - Power Transformer 15/20/25		X	Kuhlman	987267-1
1 - AC Panelboard 12KV		X	Square D	HOMC21UC
3 - Yard Light LED		X	Same as the City's street lights	
1 - 69KV Breaker (NE6954)		X	Siemens	54968-1
1 - Panel 1(50/51-54)Overcurrent		X	SEL-351S	1122160348
1 - Panel 1 (87T/54 Trans Diff)		X	SEL-387A	1122160416
1 - Panel 1 Shark 100 (NE6954)		X	Electro Industries	73-146885
6 - 69KV Disconnect Switches		X	Type: Hook Disconnect Switches	
3 - 600/5 69KV CT's		X	Siemens	BYM Bushing 54968-10
9 - 1200/5 69KV CT's		X	Siemens	BYM Bushing 54968-10
1 - 25KVA Xfrm - Station Power		X	Pole Mount	Unknown
1 - Substation Fence	X	X		

# EXHIBIT G-4

## Tracker

MAJOR ITEMS	MJMEUC	NIXA	BRAND	SERIAL #
1 - 69KV Control Building	X		GFRC	504736
1 - HVAC System	X		Bard	225F041909436-02
1 - Set of Batteries (15 total)	X		GNB Classic	Vented Lead Acid
1 - Battery Charger	X		Sens	216046
1 - DC Panelboard	X		Siemens	Cat: P1N30ML25OATS
1 - AC Panelboard	X		Square D	?
1 - 69KV Breaker (TR6951)	X		Siemens	54968-10
1 - Panel 1 Rack	X		SEL	07/0390
1 - Panel 1 (21P/51 Distance)	X		SEL-311C	2007087120
1 - Panel 1 (21B/51 Distance)	X		SEL-311C	2007087123
1 - Panel 1 Shark Meter 100	X		Electro Industries	73-146869
1 - 69KV Breaker (TR6952)	X		Siemens	54968-9
1 - Panel 2 Rack	X		SEL	07/0391
1 - Panel 2 (87L/52 Line Diff)	X		SEL-387L	2007085253
1 - Panel 2 (21B-52 Distance)	X		SEL-311C	2007087121
1 - Panel 2 (87/69B Bus Diff)	X		SEL-387L	2007087323
1 - Panel 2 Shark Meter 100	X		Electro Industries	73-146866
4 - 69KV Bay Lighting	X		High Pressure Sodium, No Repair Parts	
Ground Grid	X	X	4/0 Bare Copper	?
1 - 69KV Building Sump Pump	X		Water Control in Cable Pull Box	
6 - 69KV Lightning Arrestor	X		Turner Type: AZESOO6G048060	
12 - 69KV Disconnect Switches	X		Type: Hook Disconnect Switches	
24 - 69KV 1200/5 CT's	X		Siemens	BYM Bushing 54968-11
6 - 69KV 600/5 PT's	X		Kuhlman Model: POF-350-2	
1 - 25KVA Xfrm - Station Power		X	Pole Mount ?	?
1 - S & C Circuit Switcher		X	S & C	00-18363R
1 - Power Transformer 15/20/25		X	Kuhlman	282747-98-1
1 - 12KV Switchgear & Contents		X	All Distribution Equipment	
1 - 12KV Switchgear HVAC		X	Bard	140M991399398-02
3 - 69KV Lightning Arrestors		X	Turner Type: AZESOO6G048060	
6 - 69KV 600/5 CT's		X	Siemens	BYM Bushing 54968-11
1 Set - 69KV Disconnect Switches		X	69KV G.O. Center Side Break Switches	
1 - Substation Fence	X	X		

# EXHIBIT G-5

ESPY

MAJOR ITEMS	MJMEUC	NIXA	BRAND	SERIAL #
1 - 69KV Control Building	X		GFRC	504739
1 - HVAC System	X		Bard	225B092600753-02
1- Set of Batteries (15 total)	X		GNB Classic	6-TCX-100
1 - Battery Charger	X		Sens	216048
1 - DC Panelboard	X		G. E.	Cat:AEF1482BBX AXB7
1 - AC Panelboard	X		Square D	Cat: NQMB2Q
1 - 69KV Breaker (ES6951)	X		Siemens	54968-2
1 - Panel 1 Rack	X		EP/2	Job: 4940
1 - Panel 1 (Annunciator)	X		SEL-2523	2008361110
1 - Panel 1 (21P-51 Distance)	X		SEL-311C	2008364113
1 - Panel 1 (21B-51 Distance)	X		SEL-311C	2008364111
1 - Panel 1 Shark Meter 100	X		Electro Industries	91-0042744526
1 - 69KV Breaker (ES6952)	X		Siemens	54968-4
1 - Panel 2 Rack	X		EP/2	Job: 4940
1 - Panel 2 (21P-52 Distance)	X		SEL-311C	2007087119
1 - Panel 2 (21B-52 Distance)	X		SEL-311C	2008364110
1 - Panel 2 (87/69B Bus Diff)	X		SEL-587Z	2008364341
1 - Panel 2 Shark Meter 100	X		Electro Industries	91-0042744021
4 - 69KV Bay Lighting	X		High Pressure Sodium, No Repair Parts	
Ground Grid	X	X	4/0 Bare Copper	?
1 - 69KV Building Sump Pump	X		Water Control in Cable Pull Box	
6 - 69KV Lightning Arrestors	X		Turner Type: AZES006G048060	
12 - Disconnect Switches	X		Type: Hook Disconnect Switches	
6 - 600/5 CT's	X		Siemens	BYM Bushing 54968-10
18 - 1200/5 CT's	X		Siemens	BYM Bushing 54968-10
7 - 600/350 PT's	X		Kuhlman Model: POF-350-2	
1 - 25KVA Xfrm - Station Power		X	B & B Transformer	5100861
S & C Circuit Switcher		X	S & C	92-35960
12KV Switchgear Door (1) LED		X	Street Works	Cat: CRTKAA08E1205A
Yard Light (1) LED		X	Same as the City's street lights	
Power Transformer 18/24/30		X	WEG	20151700929
12KV Switchgear & Contents		X	All Distribution Equipment	
12KV Switchgear HVAC		X	Haier	FS002498C
3 - 69KV Lightning Arrestors		X	Turner Type: AZES006G048060	
3 - 200/5 69KV CT's		X	Siemens	BYM Bushing 54968-10
3 - 600/5 69KV PT's		X	Siemens	BYM Bushing 54968-10
1 - Substation Fence	X	X		

**COUNCIL BILL EXHIBIT D**

(Space above reserved for Recorder's use)

TITLE OF DOCUMENT:	TERMINATION OF SUBSTATION EASEMENT AGREEMENT
DATE OF DOCUMENT:	March __, 2022
GRANTOR(S) NAME AND MAILING ADDRESS:	CITY OF NIXA, MISSOURI 1111 W Kathryn Nixa, Missouri 65714
GRANTEE(S) NAME AND MAILING ADDRESS:	MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION 2200 Maguire Blvd. Columbia, Missouri 65201
LEGAL DESCRIPTION:	See <b>Exhibit A</b>
REFERENCE BOOK/PAGE:	Book 2018, Page 3877

## TERMINATION OF SUBSTATION EASEMENT AGREEMENT

This Termination of Substation Easement Agreement (the “Termination”) is made as of this \_\_\_\_ day of March, 2022 (the “Effective Date”) by and between the **MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION**, a body public and corporate organized and existing under the laws of the State of Missouri (“MJMEUC”) and the **CITY OF NIXA, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the “City”).

**WHEREAS,** MJMEUC owns the real property described on **Exhibit A** hereto (the “Substations”); and

**WHEREAS**, the City has previously been granted certain rights in the Substations pursuant to that certain Substation Easement Agreement effective as of March 31, 2018, between the City, as grantee, and South Central MCN LLC, as grantor (the “Substation Easement”)

**WHEREAS**, the Substation Easement was recorded in the real estate records of Christian County, Missouri on March 30, 2018 as Instrument # 2018L03922, at Book 2018, Page 3877; and

**WHEREAS**, MJMEUC and the City jointly wish to terminate the Substation Easement.

**NOW, THEREFORE,** MJMEUC and the City agree that the Substation Easement is hereby terminated as of the Effective Date of this Termination.

**MJMEUC**

Missouri Joint Municipal Electric Utility Commission

By: \_\_\_\_\_  
John Twitty,  
President and CEO

STATE OF MISSOURI )  
 ) ss:  
COUNTY )

Before me, a Notary Public in and for this state on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared John Twitty to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and CEO and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

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

Notary Public  
My commission expires:

**CITY**

City of Nixa, Missouri

By: \_\_\_\_\_  
Brian Steele,  
Mayor

STATE OF MISSOURI        )  
  ) ss:  
CHRISTIAN COUNTY        )

Before me, a Notary Public in and for this state on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, 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 executed the same as his free and voluntary act and deed 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 this day and year last above written.

\_\_\_\_\_  
Notary Public  
My commission expires:\_\_\_\_\_.



## **EXHIBIT A**

### **LEGAL DESCRIPTION OF SUBSTATIONS**

#### Downtown Substation:

ALL OF A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 NW1/4) OF SECTION 13, TOWNSHIP 27, RANGE 22, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SAID SUBDIVISION, THENCE NORTH 116 1/2 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 116 1/2 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 341 1/2 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.

#### Espy Substation:

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 (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) 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 NW1/4 OF THE SW1/4; 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 NW1/4 OF THE SW1/4; THENCE S89°15'23"E, ALONG THE NORTH LINE OF SAID NW1/4 OF THE SW1/4, 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.

Northeast Substation:

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.

Tracker Substation:

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.

**COUNCIL BILL EXHIBIT E**

(Space above reserved for Recorder's use)

TITLE OF DOCUMENT:	ASSIGNMENT OF EASEMENTS
DATE OF DOCUMENT:	_____, 2022
GRANTOR(S) NAME AND MAILING ADDRESS:	CITY OF NIXA, MISSOURI 1111 W Kathryn Nixa, Missouri 65714
GRANTEE(S) NAME AND MAILING ADDRESS:	MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION 2200 Maguire Blvd. Columbia, Missouri 65201
LEGAL DESCRIPTION:	See <b>Exhibit A</b>
REFERENCE BOOK/PAGE:	See <b>Exhibit A</b>

## **ASSIGNMENT OF EASEMENTS**

This Assignment of Easements (this “Assignment”) is made effective as of \_\_\_\_\_, 2022 (the “Effective Date”), by and between the MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION, a joint utility commission organized and existing under the laws of the State of Missouri (“Assignee”), and the CITY OF NIXA, MISSOURI, a charter city of the State of Missouri (“Assignor”). Assignee and Assignor individually are referred to herein as a Party and together as the Parties.

**WHEREAS**, Assignor, pursuant to this Assignment, desires to assign to Assignee the easements, as more particularly described on the attached **Exhibit A** (the “Easements”), and Assignee desires to assume from Assignor the Easements; and

**WHEREAS**, notwithstanding the foregoing, Assignor retains a non-exclusive right to use the Easements simultaneously with Assignee, all for such purposes as expressly set forth in the Easements.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. Defined Terms. Any capitalized term used but not otherwise defined in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement.
2. Assignment of Easements. Assignor does hereby assign, transfer, and deliver to Assignee, for all purposes at and as of the Effective Date, Assignor’s right, title, and interest in and to the Easements, except that Assignor retains a non-exclusive right to use the Easements for the purposes as expressly set forth in the Easements simultaneously with Assignee’s use of the Easements.
3. Acceptance of Easements. Assignee hereby accepts such assignment of the Easements.
4. Further Assurances. Assignor and Assignee agree to take all such further actions and to execute, acknowledge, and deliver all such further documents as are necessary or useful to carry into effect the intent and purposes of this Assignment.
5. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.
6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to the principles of conflicts of law.
7. Counterparts. This Assignment may be executed in any number of counterparts by the Parties, each of which when so executed will be an original, but all of which together will constitute one and the same instrument.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have made and executed this Assignment of Easements the day and year first above written intending the same to be binding upon the Parties, their successors and assigns. This Agreement will be executed in two counterparts, each constituting an original but altogether one and the same instrument and Agreement.

**ASSIGNEE**

**MISSOURI JOINT MUNICIPAL  
ELECTRIC UTILITY COMMISSION**

By: \_\_\_\_\_  
John Twitty  
President and CEO

STATE OF MISSOURI            )  
  ) ss.  
\_\_\_\_\_ COUNTY )

Before me, a Notary Public in and for this state on this \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared John Twitty to me personally known, who, being by me duly sworn, did say that he is the President and CEO of the Missouri Joint Municipal Electric Utility Commission, a joint utility commission organized and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said commission by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said commission.

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

**ASSIGNOR**

**CITY OF NIXA, MISSOURI**

By: \_\_\_\_\_  
Brian Steele  
Mayor

STATE OF MISSOURI        )  
                                      ) ss.  
CHRISTIAN COUNTY        )

Before me, a Notary Public in and for this state on this \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared Brian Steele to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Nixa, Missouri, a home rule charter city and political subdivision organized and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said city by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said city.

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

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_.

## **EXHIBIT A**

### **EASEMENT #01 – Book 374, Page 5942 [Easement #151 – Clemmons]**

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI; THENCE SOUTH TO THE SOUTH RIGHT-OF-WAY OF MISSOURI HIGHWAY 14 FOR THE POINT OF BEGINNING; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY OF MISSOURI HIGHWAY 14, 850 FEET; THENCE SOUTH 20 FEET; THENCE EAST AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY OF MISSOURI HIGHWAY 14, 850 FEET; THENCE NORTH 20 FEET TO THE POINT OF BEGINNING, CONTAINING 0.39 ACRES. ALSO INCLUDING ANY EXISTING GUY AND ANCHOR ASSEMBLIES.

ALSO A 30 FOOT TEMPORARY CONSTRUCTION EASEMENT ADJACENT TO AND ON THE SOUTH SIDE OF THE ABOVE DESCRIBED PERMANENT EASEMENT.

### **EASEMENT #02 – Book 394, Page 1621 [Easement #017 - Gonzales]**

ALL OF THE EAST FIFTEEN (15) FEET OF THE FOLLOWING DESCRIBED TRACT: LOT TWENTY-THREE KINDER INDUSTRIAL PARK, ADDITION TO CITY OF NIXA, MISSOURI, RECORDED IN PLAT BOOK G AT PAGE 174, CHRISTIAN COUNTY RECORDER'S OFFICE. ALL IN NW1/4 SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 WEST.

### **EASEMENT #03 – Book 394, Page 1625 [Easement #018 – EDI Plus]**

ALL OF THE EAST FIFTEEN (15) FEET OF THE FOLLOWING DESCRIBED TRACTS: LOT FIFTEEN (15), LOT SIXTEEN (16) AND LOT SEVENTEEN (17) KINDER INDUSTRIAL PARK, ADDITION TO CITY OF NIXA, MISSOURI, RECORDED IN PLAT BOOK G AT PAGE 174, CHRISTIAN COUNTY RECORDER'S OFFICE. ALL IN NW1/4 SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 WEST.

### **EASEMENT #04 – Book 394, Page 1629 [Easement #019 - Kinder]**

A THIRTY (30) FOOT UTILITY EASEMENT FROM PROPERTY LINE TO PROPERTY LINE ACROSS THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY IN THE COUNTY OF CHRISTIAN, STATE OF MISSOURI, TO-WIT:

CENTERLINE DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6, KINAHAN INDUSTRIAL PARK, RECORDED IN PLAT BOOK G AT PAGE 404 CHRISTIAN COUNTY RECORDER'S OFFICE; THENCE S02°31'40"W, 223.7 FEET; THENCE S87°11'39"E, 208.7 FEET; THENCE S02°31'40"W, 187.7 FEET TO THE POINT OF BEGINNING; THENCE N87°22'35"W, 208.2 FEET FOR A TERMINUS. ALL IN SW1/4 SECTION 1, TOWNSHIP 27 NORTH, RANGE 22 WEST.

### **EASEMENT #05 – Book 394, Page 1633 [Easement #020 – Bingham]**

A SIXTY (60) FOOT UTILITY EASEMENT FROM PROPERTY LINE TO PROPERTY LINE ACROSS THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY IN THE COUNTY OF CHRISTIAN, STATE OF MISSOURI, TO-WIT:



CENTERLINE DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 21 WEST; THENCE S10°42'00"W, 696.10 FEET TO THE POINT OF BEGINNING; THENCE N01°22'05"E, 815.4 FEET TO A POINT HEREINAFTER DESIGNATED POINT "A"; THENCE S87°07'00"E, 1231.5 FEET TO A POINT HEREINAFTER DESIGNATED POINT "B"; THENCE N50°04'00"E, 113.3 FEET TO A POINT HEREINAFTER DESIGNATED POINT "C"; THENCE N01°08'40"E, 2448.0 FEET FOR A TERMINUS.

ALSO, ANCHOR EASEMENTS BEING (10) FEET IN WIDTH THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT POINT "A" REFERENCED ABOVE, THENCE N01°22'05"E, (70) FEET FOR A TERMINUS;

ALSO BEGINNING AT POINT "A" REFERENCED ABOVE; THENCE N87°07'00"W, (70) FEET FOR A TERMINUS.

ALSO BEGINNING AT POINT "B" REFERENCED ABOVE; THENCE S87°07'00"E, (60) FEET FOR A TERMINUS.

ALSO BEGINNING AT POINT "C" REFERENCED ABOVE; THENCE S01°08'40"W, (60) FEET FOR A TERMINUS. ALL IN E1/2 SECTION 31, TOWNSHIP 28 NORTH, RANGE 21 WEST AND NW1/4 SECTION 32, TOWNSHIP 28 NORTH, RANGE 21 WEST.

**EASEMENT #06 – Book 394, Page 1637 [Easement #021 – Harmon]**

ALL OF THE EAST FIFTEEN (15) FEET OF THE FOLLOWING DESCRIBED TRACT: LOT EIGHTEEN (18) KINDER INDUSTRIAL PARK, ADDITION TO CITY OF NIXA, MISSOURI, RECORDED IN PLAT BOOK G AT PAGE 174, CHRISTIAN COUNTY RECORDER'S OFFICE. ALL IN NW1/4 SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 WEST.

**EASEMENT #07 – Book 394, Page 1641 [Easement #022 – Stone]**

ALL OF THE EAST FIFTEEN (15) FEET OF THE FOLLOWING DESCRIBED TRACTS: LOT NINETEEN (19) & LOT TWENTY (20), KINDER INDUSTRIAL PARK, ADDITION TO CITY OF NIXA, MISSOURI, RECORDED IN PLAT BOOK G AT PAGE 174, CHRISTIAN COUNTY RECORDER'S OFFICE. ALL IN NW1/4 SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 WEST.

**EASEMENT #08 – Book 394, Page 1645 [Easement #023 - Carnahan]**

ALL OF THE EAST FIFTEEN (15) FEET OF THE FOLLOWING DESCRIBED TRACT: LOT TWENTY-FOUR (24), KINDER INDUSTRIAL PARK, ADDITION TO CITY OF NIXA, MISSOURI, RECORDED IN PLAT BOOK G AT PAGE 174, CHRISTIAN COUNTY RECORDER'S OFFICE. ALL IN NW1/4 SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 WEST.

**EASEMENT #09 – Book 394, Page 1649 [Easement #024 – Washington]**

A THIRTY (30) FOOT WIDE UTILITY EASEMENT THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 6, KINAHAN INDUSTRIAL PARK, RECORDED IN BOOK G AT PAGE 404, CHRISTIAN COUNTY

RECORDER'S OFFICE; THENCE S02°31'40"W, 43.70 FEET; THENCE N86°43'18"W, 393.95 FEET; THENCE N01°54'50"E, 842.72 FEET; THENCE N57°04'41"E, 85.27 FEET; THENCE S87°01'43"E, 600.36 FEET; THENCE N02°05'41"E, 137.2 FEET; THENCE S87°06'26"E, 2650.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S87°06'26"E, 157.6 FEET FOR A TERMINUS ON THE EAST LINE OF THE GRANTOR'S TRACT. ALL IN SE1/4 SECTION 1, TOWNSHIP 27 NORTH, RANGE 22 WEST.

**EASEMENT #10 – Book 394, Page 1653 [Easement #025 – Mills]**

A THIRTY (30) FOOT UTILITY EASEMENT FROM PROPERTY LINE TO PROPERTY LINE ACROSS THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY IN THE COUNTY OF CHRISTIAN, STATE OF MISSOURI, TO-WIT:

CENTERLINE DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF A TRACT OF LAND RECORDED IN BOOK 333 PAGE 1296 CHRISTIAN COUNTY RECORDER'S OFFICE, THENCE N88°21'13"W, 37.80 FEET TO THE POINT OF BEGINNING; THENCE S01°55'48"W, 1077.2 FEET FOR A TERMINUS ON THE SOUTH LINE OF THE GRANTOR'S TRACT. ALSO, AN ADDITIONAL 15 FEET ALONG THE EAST SIDE OF THE ABOVE DESCRIBED EASEMENT. ALL IN SE1/4 SECTION 36, TOWNSHIP 28 NORTH, RANGE 22 WEST.

**EASEMENT #11 – Book 394, Page 1657 [Easement #026 – Mills]**

A THIRTY (30) FOOT UTILITY EASEMENT FROM PROPERTY LINE TO PROPERTY LINE ACROSS THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY IN THE COUNTY OF CHRISTIAN, STATE OF MISSOURI, TO-WIT:

CENTERLINE DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF A TRACT OF LAND RECORDED IN BOOK 284 PAGE 3967 CHRISTIAN COUNTY RECORDER'S OFFICE; THENCE N88°21'13"W, 37.80 FEET TO THE POINT OF BEGINNING; THENCE S01°55'48"W, 240.00 FEET FOR A TERMINUS ON THE SOUTH LINE OF THE GRANTOR'S TRACT.

ALSO, AN ADDITIONAL 15 FEET ALONG THE ENTIRE EAST SIDE OF THE ABOVE DESCRIBED EASEMENT. ALL IN SE1/4 SECTION 36, TOWNSHIP 28 NORTH, RANGE 22 WEST.

**EASEMENT #12 – Book 394, Page 1661 [Easement #027 – Yates]**

A THIRTY (30) FOOT WIDE UTILITY EASEMENT THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 6, KINAHAN INDUSTRIAL PARK, RECORDED IN BOOK G AT PAGE 404, CHRISTIAN COUNTY RECORDER'S OFFICE; THENCE S02°31'40"W, 43.70 FEET; THENCE N86°43'18"W, 393.95 FEET; THENCE N01°54'50"E, 842.72 FEET; THENCE N57°04'41"E, 85.27 FEET; THENCE S87°01'43"E, 600.36 FEET; THENCE N02°05'41"E, 137.2 FEET; THENCE S87°06'26"E, 655.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S87°06'26"E, 1328.3 FEET FOR A TERMINUS ON THE EAST LINE OF THE GRANTOR'S TRACT. ALL IN SW1/4 SECTION 1, TOWNSHIP 27 NORTH, RANGE 22 WEST.

**EASEMENT #13 – Book 394, Page 1665 [Easement #028 - Gilbert]**

A THIRTY (30) FOOT UTILITY EASEMENT FROM PROPERTY LINE TO PROPERTY LINE ACROSS THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY IN THE COUNTY OF CHRISTIAN, STATE OF MISSOURI, TO-WIT:

CENTERLINE DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6, KINAHAN INDUSTRIAL PARK, RECORDED IN PLAT BOOK G AT PAGE 404 CHRISTIAN COUNTY RECORDER'S OFFICE; THENCE S02°31'40"W, 43.70 FEET; THENCE N86°43'18"W, 393.95 FEET; THENCE N01°54'50"E, 842.72 FEET; THENCE N57°04'41"E, 85.27 FEET TO THE POINT OF BEGINNING; THENCE S87°01'43"E, 286.0 FEET FOR A TERMINUS.

ALSO AN EASEMENT FOR A POWER POLE ANCHOR BEING TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH OF THE FOLLOW DESCRIBED CENTERLINE: BEGINNING AT THE POINT OF BEGINNING REFERENCED ABOVE; THENCE N87°01'43"W, 70.0 FEET FOR A TERMINUS. ALL IN SW1/4 SECTION 1, TOWNSHIP 27 NORTH, RANGE 22 WEST.

**EASEMENT #14 – Book 394, Page 1669 [Easement #029 – Duffy]**

A THIRTY (30) FOOT UTILITY EASEMENT FROM PROPERTY LINE TO PROPERTY LINE ACROSS THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY IN THE COUNTY OF CHRISTIAN, STATE OF MISSOURI, TO-WIT:

CENTERLINE DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6, KINAHAN INDUSTRIAL PARK, RECORDED IN PLAT BOOK G AT PAGE 404, CHRISTIAN COUNTY RECORDER'S OFFICE; THENCE S02°31'40"W, 43.70 FEET; THENCE N86°43'18"W, 393.95 FEET; THENCE N01°54'50"E, 842.72 FEET; THENCE N57°04'41"E, 85.27 FEET; THENCE S87°01'43"E, 286.0 FEET TO THE POINT OF BEGINNING; THENCE S87°01'43", 298.4 FEET FOR A TERMINUS.

ALSO AN EASEMENT FOR A POWER POLE ANCHOR BEING TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE POINT OF TERMINUS REFERENCES ABOVE; THENCE S87°01'43"E, 16.0 FEET; THENCE N02°05'41"E, 137.2 FEET TO THE POINT OF BEGINNING; THENCE N87°06'26"W, 60.0 FEET FOR A TERMINUS. ALL IN SW1/4 SECTION 1, TOWNSHIP 27 NORTH, RANGE 22 WEST.

**EASEMENT #15 – Book 394, Page 1673 [Easement #030 – BGC]**

A THIRTY (30) FOOT UTILITY EASEMENT FROM PROPERTY LINE TO PROPERTY LINE ACROSS THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY IN THE COUNTY OF CHRISTIAN, STATE OF MISSOURI, TO-WIT:

CENTERLINE DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6, KINAHAN INDUSTRIAL PARK, RECORDED IN PLAT BOOK G AT PAGE 404 CHRISTIAN COUNTY RECORDER'S OFFICE; THENCE S02°31'40"W, 43.70 FEET; THENCE N86°43'18"W, 393.95 FEET TO THE POINT OF BEGINNING; THENCE N01°54'50"E, 842.72 FEET TO A POINT HEREINAFTER DESIGNATED POINT "A"; THENCE N57°04'41"E, 85.27 FEET TO A POINT HEREINAFTER DESIGNATED POINT "B"; THENCE S87°01'43"E, 600.36 FEET TO A POINT HEREINAFTER DESIGNATED AS POINT "C" FOR A TERMINUS.

ALSO EASEMENTS FOR POWER POLE ANCHORS BEING TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT POINT "A" REFERENCED ABOVE; THENCE N01°54'50"E, 50.0 FEET; BEGINNING AT POINT "B" REFERENCED ABOVE; THENCE N87°01'43"W, 70.0 FEET; BEGINNING AT POINT "C" REFERENCED ABOVE; THENCE S02°05'41"W, 40.0 FEET;

ALSO BEGINNING AT POINT "C" REFERENCED ABOVE; THENCE S87°01'43"E, 60.0 FEET. ALL IN SW1/4 SECTION 1, TOWNSHIP 27 NORTH, RANGE 22 WEST.

**EASEMENT #16 – Book 394, Page 1677 [Easement #001 – Graves]**

A SIXTY (60) FOOT UTILITY EASEMENT FROM PROPERTY LINE TO PROPERTY LINE ACROSS THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY IN THE COUNTY OF CHRISTIAN, STATE OF MISSOURI, TO-WIT:

CENTERLINE DESCRIPTION:

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 N02°11'50"E, 320.00 FEET; THENCE N87°55'10"W, 49.42 FEET TO THE POINT OF BEGINNING; THENCE S01°43'51"W, 320.05 FEET FOR A TERMINUS ON THE SOUTH LINE OF THE GRANTOR'S TRACT. ALL IN NE1/4 SECTION 1, TOWNSHIP 27 NORTH, RANGE 22 WEST.

**EASEMENT #17 – Book 394, Page 1680 [Easement #031 – River Haven]**

A SIXTY (60) FOOT UTILITY EASEMENT FROM PROPERTY LINE TO PROPERTY LINE ACROSS THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY IN THE COUNTY OF CHRISTIAN, STATE OF MISSOURI, TO-WIT:

CENTERLINE DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 21 WEST; THENCE S11°24'39"W, 647.32 FEET TO THE POINT OF BEGINNING; THENCE S01°22'05"W, 581.65 FEET TO A POINT HEREINAFTER DESIGNATED POINT "A"; THENCE S47°17'10"W, 97.40 FEET TO A POINT HEREINAFTER DESIGNATED POINT "B"; THENCE N86°47'45"W, 1136.8 FEET; THENCE N87°42'45"W, 3239.0 FEET TO A POINT HEREINAFTER DESIGNATED POINT "C"; THENCE S01°55'48"W, 30.4 FEET TO A POINT HEREINAFTER DESIGNATED POINT "D" FOR A TERMINUS ON THE SOUTH LINE OF THE GRANTORS TRACT. ALL IN S1/2 SECTION 31, TOWNSHIP 28 NORTH, RANGE 21 WEST AND NE1/4 SECTION 1, TOWNSHIP 27 NORTH, RANGE 22 WEST.

ALSO:

COMMENCING AT POINT "D" REFERENCED ABOVE; THENCE S01°55'48"W, 1317.2 FEET TO THE POINT OF BEGINNING; THENCE S01°55'48"W, 30.3 FEET; THENCE S07°53'25"W, 234.7 FEET; THENCE S01°43'51"W, 1271.9 FEET FOR A TERMINUS.

ALSO, ANCHOR EASEMENTS BEING (10) FEET IN WIDTH THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT POINT "A" REFERENCED ABOVE; THENCE S01°22'05"W, (70) FEET FOR A TERMINUS; BEGINNING AT POINT "B" REFERENCED ABOVE; THENCE S86°47'45"E, (70) FEET FOR A TERMINUS; BEGINNING AT POINT "C" REFERENCED ABOVE; THENCE N87°42'45"W, 70.0 FEET FOR A TERMINUS.

ALSO A STUB POLE AND ANCHOR EASEMENT BEING (10) FEET IN WIDTH THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT POINT "C" REFERENCED ABOVE, THENCE N01°55'48"E, (125) FEET FOR A TERMINUS.

**EASEMENT #18 – Book 396, Page 6533 [Easement #205 - MSP]**

ALL OF THE WEST 7.5 FEET OF LOT 1D TOGETHER WITH THE EAST 7.5 FEET OF LOTS 1C AND 1B AS DESCRIBED ON THE REPLAT OF LOT 1 GREAT SOUTHERN – NIXA NORTH.

**EASEMENT #19 – Book 398, Page 4802 [Easement #011 Rook-Knight]**

A THIRTY (30) FOOT UTILITY EASEMENT FROM PROPERTY LINE TO PROPERTY LINE ACROSS THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY IN THE COUNTY OF CHRISTIAN, STATE OF MISSOURI, TO-WIT:

CENTERLINE DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6, KINAHAN INDUSTRIAL PARK, RECORDED IN PLAT BOOK G AT PAGE 404 CHRISTIAN COUNTY RECORDER'S OFFICE; THENCE S02°31'40"W, 223.7 FEET, THENCE S87°11'39"E, 208.7 FEET; THENCE S02°31'40"W, 187.7 FEET TO THE POINT OF BEGINNING; THENCE S87°22'35"E, 58.9 FEET; THENCE S02°43'47"W, 22.4 FEET FOR A TERMINUS.

**EASEMENT #20 – Book 398, Page 4805 [Easement #003 -Taylor]**

A THIRTY-FOUR (34) FOOT UTILITY EASEMENT, RESTRICTED TO OVERHEAD ELECTRIC LINES AND ASSOCIATED UTILITY FIBER OPTIC COMMUNICATIONS, ACROSS THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY IN THE COUNTY OF CHRISTIAN, STATE OF MISSOURI, TO-WIT:

CENTERLINE DESCRIPTIONS:

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 N87°55'10"W, 46.81 FEET TO THE POINT OF BEGINNING; THENCE S01°43'51"W, 743.0 FEET TO A POINT HEREINAFTER DESIGNATED POINT "A"; THENCE S10°37'38"E, 62.0 FEET FOR A TERMINUS ON THE SOUTH LINE OF THE GRANTOR'S TRACT.

ALSO, 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°04'57"W, 240.0 FEET; THENCE N87°55'10"W, 270.00 FEET TO THE POINT OF BEGINNING; THENCE N02°11'50"E, 180.0 FEET; THENCE N87°55'10"W, 1013.3 FEET TO A POINT HEREINAFTER DESIGNATED POINT "B"; THENCE S06°48'53"W, 743.0 FEET FOR A TERMINUS.

ALSO EASEMENTS FOR POWER POLE ANCHORS BEING TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGINNING AT POINT "A" REFERENCED ABOVE; THENCE S85°33'06"W, 40.0 FEET FOR A TERMINUS;

BEGINNING AT POINT "B" REFERENCED ABOVE, THENCE N06°48'52"E, 60.0 FEET FOR A TERMINUS;

ALSO BEGINNING AT POINT "B" REFERENCED ABOVE; THENCE N87°55'10"W, 60.0 FEET FOR A TERMINUS.

**EASEMENT #21 – Book 398, Page 4808 [Easement #009 Kabrett]**

ALL OF THE SOUTH FIFTEEN (15) FEET OF THE FOLLOWING DESCRIBED TRACT: LOT FOURTEEN (14) KINDER INDUSTRIAL PARK, ADDITION TO CITY OF NIXA, MISSOURI, RECORDED IN PLAT BOOK G AT PAGE 174, CHRISTIAN COUNTY RECORDER'S OFFICE. PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 WEST.

**EASEMENT #22 – Book 398, Page 4811 [Easement #010 Srhiver]**

ALL OF THE SOUTH SEVEN AND ONE-HALF (7.5) FEET LYING NORTH OF AND ADJOINING THE EXISTING SEVEN AND ONE-HALF FOOT UTILITY EASEMENT ON LOT FOURTEEN (14) AND LOT FIFTEEN (15) C & K CORNERS SUBDIVISION, CHRISTIAN COUNTY, MISSOURI, RECORDED IN PLAT BOOK G AT PAGE 139, CHRISTIAN COUNTY RECORDER'S OFFICE. PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 11, TOWNSHIP 27 NORTH, RANGE 22 WEST.

**EASEMENT #23 – Book 398, Page 4814 [Easement #008 Frizzell]**

ALL OF THE SOUTH SEVEN AND ONE-HALF (7.5) FEET LYING NORTH OF AND ADJOINING THE EXISTING SEVEN AND ONE-HALF FOOT UTILITY EASEMENT ON LOT SEVENTEEN (17) C & K CORNERS SUBDIVISION, CHRISTIAN COUNTY, MISSOURI, RECORDED IN PLAT BOOK G AT PAGE 139, CHRISTIAN COUNTY RECORDER'S OFFICE. PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 11, TOWNSHIP 27 NORTH, RANGE 22 WEST.

**EASEMENT #24 – Book 398, Page 4817 [Easement #005 Frizzell]**

ALL OF THE SOUTH FIFTEEN (15) FEET OF THE FOLLOWING DESCRIBED TRACTS: LOT TWELVE (12) & LOT THIRTEEN (13), KINDER INDUSTRIAL PARK, ADDITION TO CITY OF NIXA, MISSOURI, RECORDED IN PLAT BOOK G AT PAGE 174, CHRISTIAN COUNTY RECORDER'S OFFICE. PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 WEST.

**EASEMENT #25 – Book 398, Page 4820 [Easement #006 – Gamell]**

ALL OF THE EAST FIFTEEN (15) FEET OF THE FOLLOWING DESCRIBED TRACTS: LOT TWENTY-ONE (21) AND LOT TWENTY-TWO (22), KINDER INDUSTRIAL PARK, ADDITION TO CITY OF NIXA, MISSOURI, RECORDED IN PLAT BOOK G AT PAGE 174, CHRISTIAN COUNTY RECORDER'S OFFICE.

**EASEMENT #26 – Book 398, Page 4824 [Easement #007 JRMCD]**

A THIRTY (30) FOOT UTILITY EASEMENT FROM PROPERTY LINE TO PROPERTY LINE ACROSS THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY IN THE COUNTY OF CHRISTIAN, STATE OF MISSOURI, TO-WIT:

CENTERLINE DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6, KINAHAN INDUSTRIAL PARK, RECORDED IN PLAT BOOK G AT PAGE 404 CHRISTIAN COUNTY RECORDER'S OFFICE; THENCE S02°31'40"W, 223.7 FEET; THENCE S02°21'25"W, 188.33 FEET TO THE POINT OF BEGINNING; THENCE N87°22'35"W, 390.5 FEET; THENCE N01°54'50"E, 372.92 FEET FOR A TERMINUS.

**EASEMENT #27 – Book 399, Page 7777 [Easement #016 - Thompson]**

A THIRTY-FOUR (34) FOOT UTILITY EASEMENT RESTRICTED TO OVERHEAD ELECTRIC LINES AND ASSOCIATED UTILITY FIBER OPTIC COMMUNICATIONS ACROSS THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY IN THE COUNTY OF CHRISTIAN, STATE OF MISSOURI, TO-WIT:

CENTERLINE DESCRIPTION:

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 N87°55'10"W, 270.00 FEET; THENCE S02°11'50"W, 60.00 FEET; THENCE N87°10'55"W, 1013.3 FEET; THENCE S06°48'53"W, 466.8 FEET TO THE POINT OF BEGINNING; THENCE S06°48'53"W, 275.8 FEET FOR A TERMINUS.

**EASEMENT #28 – Book 399, Page 7780 [Easement #015 – EDI Plus]**

ALL OF THE SOUTH FIFTEEN (15) FEET OF THE FOLLOWING DESCRIBED TRACT: LOT FIFTEEN (15) KINDER INDUSTRIAL PARK, ADDITION TO CITY OF NIXA, MISSOURI, RECORDED IN PLAT BOOK G AT PAGE 174, CHRISTIAN COUNTY RECORDER'S OFFICE. PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 WEST.

ALSO A 30' WIDE UTILITY EASEMENT THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 15, KINDER INDUSTRIAL PARK ADDITION TO CITY OF NIXA MISSOURI, RECORDED IN PLAT BOOK G AT PAGE 174, CHRISTIAN COUNTY RECORDER'S OFFICE; THENCE N03°20'26"E, 48.5 FEET TO THE POINT OF BEGINNING; THENCE S35°08'00"W, 56.94 FEET FOR A TERMINUS.

**EASEMENT #29 – Book 399, Page 7783 [Easement #013 - Skyline]**

ALL OF THE SOUTH FIFTEEN (15) FEET OF THE FOLLOWING DESCRIBED TRACT: LOT TEN A (10 A), KINDER INDUSTRIAL PARK, ADDITION TO CITY OF NIXA, MISSOURI, RECORDED IN PLAT BOOK H AT PAGE 359, CHRISTIAN COUNTY RECORDER'S OFFICE. PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 WEST.

**EASEMENT #30 – Book 399, Page 7786 [Easement #014 - Larson]**

ALL OF THE SOUTH SEVEN AND ONE-HALF (7.5) FEET LYING NORTH OF AND ADJOINING THE EXISTING SEVEN AND ONE-HALF FOOT UTILITY EASEMENT ON LOT SIXTEEN (16) C & K CORNERS SUBDIVISION, CHRISTIAN COUNTY, MISSOURI, RECORDED IN PLAT BOOK G AT PAGE 139, CHRISTIAN COUNTY RECORDER'S OFFICE. PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 11, TOWNSHIP 27 NORTH, RANGE 22 WEST.

**EASEMENT #31 – Book 400, Page 1869 [Easement #002 – Graves]**

ALL OF THE EAST THIRTY-FOUR (34) FEET OF THE FOLLOWING DESCRIBED TRACT: ALL OF THE EAST FIFTEEN (15) ACRES OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 27, RANGE 22, BEING 30 RODS EAST AND WEST AND 80 RODS NORTH AND SOUTH.

ALSO:

A SIXTY (60) FOOT WIDE UTILITY EASEMENT THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON PIPE MARKING THE NORTHWEST CORNER OF FAIRWAY TERRACE, RECORDED IN PLAT BOOK G PAGE 249, CHRISTIAN COUNTY RECORDER'S OFFICE; THENCE S01°31'05"W 1118.68 FEET; THENCE N88°28'55"W 17.00 FEET TO THE POINT OF BEGINNING; THENCE S46°56'33"W, 72.64 FEET FOR A TERMINUS.

ALSO:

A THIRTY (30) FOOT WIDE UTILITY EASEMENT THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF TERMINUS REFERENCED ABOVE; THENCE N87°38'00"W, 443.81 FEET FOR A TERMINUS ON THE WEST LINE OF THE GRANTOR'S TRACT.

ALSO:

A TEN (10) FOOT WIDE STUB POLE AND ANCHOR EASEMENT THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE IRON PIPE MARKING THE NORTHWEST CORNER OF FAIRWAY TERRACE, RECORDED IN PLAT BOOK G PAGE 249, CHRISTIAN COUNTY RECORDER'S OFFICE; THENCE S01°31'05"W, 62.51 FEET; THENCE N88°28'55"W, 17.00 FEET TO THE POINT OF BEGINNING; THENCE N85°58'55"W, 83.00 FEET FOR A TERMINUS.

**EASEMENT #32 – Book 400, Page 4888 [Easement #004 – Mid Continent]**

ALL OF THE SOUTH FIFTEEN (15) FEET OF THE FOLLOWING DESCRIBED TRACT: THE EAST TEN (10) ACRES OF THE NE1/4 OF THE NE1/4 OF SECTION 11, TOWNSHIP 27, RANGE 22, EXCEPT ANY PART THEREOF TAKEN FOR ROAD OR HIGHWAY PURPOSES. PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 11, TOWNSHIP 27 NORTH, RANGE 22 WEST.

ALSO AN EASEMENT FOR POWER POLE ANCHORS BEING TEN (10) FEET IN WIDTH THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE EAST TEN (10) ACRES OF THE NE1/4 OF THE NE1/4 OF SECTION 11,



TOWNSHIP 27, RANGE 22; THENCE WEST FIVE (5) FEET ALONG THE SOUTH PROPERTY LINE TO A POINT OF BEGINNING; THENCE NORTH FORTY FEET PARALLEL TO THE EAST PROPERTY LINE FOR A TERMINUS.

**EASEMENT #33 – Book 401, Page 6391 [Easement #012 - Gericke]**

A TEN (10) FOOT WIDE OVERHEAD STUB POLE AND ANCHOR EASEMENT ACROSS THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY IN THE COUNTY OF CHRISTIAN, STATE OF MISSOURI, TO-WIT:

CENTERLINE DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, OAKMONT SUBDIVISION RECORDED IN PLAT BOOK G AT PAGE 2, CHRISTIAN COUNTY RECORDER'S OFFICE; THENCE S0°40'31"W, ALONG THE WEST LINE OF SAID LOT 1, 16.20 FEET TO THE POINT OF BEGINNING; THENCE S88°07'00"E, 88.70 FEET FOR A TERMINUS.

**EASEMENT #34 – Book 2010, Page 9960 [Easement #295 - Lane Cabinets]**

AN EASEMENT CONSISTING OF THE SOUTH 15' OF THE PROPERTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 15, TOWNSHIP 27 NORTH, RANGE 22 WEST, THENCE N88°48'01"W ALONG THE SOUTH LINE OF THE SAID NE1/4 OF THE SW1/4 A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROUTE 'M', AS IT NOW EXISTS; THENCE N01°26'38"E ALONG SAID WEST RIGHT-OF-WAY LINE AND PARALLEL WITH THE EAST LINE OF THE SAID NE1/4 OF THE SW1/4, A DISTANCE OF 166.65 FEET; THENCE N88°47'27"W, A DISTANCE OF 261.36 FEET FOR A POINT OF BEGINNING; THENCE S01°26'38"W AND PARALLEL WITH THE SAID EAST LINE OF THE NE1/4 OF THE SW 1/4; THENCE N88°48'01"W ALONG THE SOUTH LINE OF THE NE1/4 OF THE SW1/4, A DISTANCE OF 261.40 FEET; THENCE N01°26'38"E AND PARALLEL WITH THE SAID EAST LINE OF THE NE1/4 OF THE SW1/4, A DISTANCE OF 166.74 FEET; THENCE S88°47'28"E, A DISTANCE OF 261.40 FEET TO THE POINT OF BEGINNING, SUBJECT TO ANY EASEMENTS OF RECORD, ALL IN CHRISTIAN COUNTY, MISSOURI. BEARINGS ARE BASED ON THE SOUTH LINE OF THE NE1/4 OF THE SW1/4 AS BEING N88°48'01"W.

**EASEMENT #35 – Book 2010, Page 9961 [Easement #154 – Deatherage]**

AN EASEMENT CONSISTING OF THE SOUTH 15' OF THE PROPERTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 15, TOWNSHIP 27 NORTH, RANGE 22 WEST, THENCE N88°48'01"W ALONG THE SOUTH LINE OF THE SAID NE1/4 OF THE SW1/4, A DISTANCE OF 30.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING N88°48'01"W ALONG THE SAID SOUTH LINE OF THE NE1/4 OF THE SW1/4, A DISTANCE OF 261.40 FEET; THENCE N01°26'38"E AND PARALLEL WITH THE SAID EAST LINE OF THE NE1/4 OF THE SW1/4, A DISTANCE OF 166.69 FEET; THENCE S88°47'27"E, A DISTANCE OF 281.40 FEET; THENCE S01°26'38"W AND PARALLEL WITH THE SAID EAST LINE OF THE NE1/4 OF THE SW1/4, A DISTANCE OF 166.65 FEET TO THE POINT OF BEGINNING, SUBJECT TO ANY EASEMENT OF RECORD, ALL IN CHRISTIAN COUNTY, MISSOURI, BEARINGS ARE BASED ON THE SOUTH LINE OF THE NE1/4 OF THE SW1/4 AS BEING N88°48'01"W.

**EASEMENT #36 – Book 2010, Page 9963 [Easement #304 - Schatz]**

AN EASEMENT CONSISTING OF THE SOUTH 15' OF THE PROPERTY DESCRIBED AS FOLLOWS:

SCHATZ INVESTMENTS #27 TRACT 4

AN EASEMENT CONSISTING OF THE SOUTH 15' OF THE PROPERTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 15, TOWNSHIP 27 NORTH, RANGE 22 WEST, THENCE NORTH 88 DEGREES 48 MINUTES 01 SECONDS WEST ALONG THE SOUTH LINE OF THE SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4), A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROUTE "M", AS IT NOW EXISTS; THENCE NORTH 01 DEGREE 26 MINUTES 38 SECONDS EAST ALONG THE SAID WEST RIGHT-OF-WAY LINE AND PARALLEL WITH THE EAST LINE OF THE SAID NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), A DISTANCE OF 166.65 FEET; THENCE NORTH 88 DEGREES 47 MINUTES 27 SECONDS WEST, A DISTANCE OF 522.76 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 26 MINUTES 38 SECONDS WEST AND PARALLEL WITH THE EAST LINE OF THE SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4), A DISTANCE OF 166.74 FEET TO A POINT ON THE SOUTH LINE OF THE SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE NORTH 88 DEGREES 48 MINUTES 01 SECOND WEST ALONG THE SOUTH LINE OF THE SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4), A DISTANCE OF 261.40 FEET; THENCE NORTH 01 DEGREE 26 MINUTES 38 SECONDS EAST AND PARALLEL WITH THE EAST LINE OF THE SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4), A DISTANCE OF 166.78 FEET; THENCE SOUTH 88 DEGREES 47 MINUTES 28 SECONDS EAST, A DISTANCE OF 261.40 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS OF RECORDS, ALL IN CHRISTIAN COUNTY, MISSOURI, BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) AS BEING NORTH 88 DEGREES 48 MINUTES 01 SECOND WEST.

SCHATZ INVESTMENTS #27 TRACT 7

AN EASEMENT CONSISTING OF THE SOUTH 15' AND THE WEST 15' OF THE PROPERTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SECTION 15, TOWNSHIP 27 NORTH, RANGE 22 WEST, THENCE NORTH 88 DEGREES 48 MINUTES 01 SECOND WEST ALONG THE SOUTH LINE OF THE SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4), A DISTANCE OF 814.21 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 48 MINUTES 01 SECOND WEST ALONG THE SAID SOUTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4), A DISTANCE OF 519.92 FEET TO THE SOUTHWEST CORNER OF THE SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE NORTH 01 DEGREE 21 MINUTES 59 SECONDS EAST ALONG THE WEST LINE OF THE SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4), A DISTANCE OF 333.72 FEET, THENCE SOUTH 88 DEGREES 46 MINUTES 54 SECONDS EAST, A DISTANCE OF 520.37 FEET; THENCE SOUTH 01 DEGREE

26 MINUTES 38 SECONDS WEST AND PARALLEL WITH THE EAST LINE OF THE SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4), A DISTANCE OF 333.55 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS OF RECORD, ALL IN CHRISTIAN COUNTY, MISSOURI, BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) AS BEING NORTH 88 DEGREES 48 MINUTES 01 SECOND WEST.

**EASEMENT #37 – Book 2015, Page 14169 [Easement #336 – Teague]**

A 20 FOOT PERMANENT EASEMENT FOR PURPOSES OF CONSTRUCTING A 69-KV OVERHEAD ELECTRICAL LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF THE SW1/4 OF THE SE1/4 OF SECTION 15, TOWNSHIP 27, RANGE 22 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SW1/4 TO THE NE CORNER OF SAID SW1/4; THENCE SOUTH 20 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SW1/4 TO THE WEST LINE OF SAID SW1/4; THENCE NORTH 20 FEET TO THE POINT OF BEGINNING, CONTAINING 0.60 ACRE MORE OR LESS.

ALSO A 30 FOOT TEMPORARY CONSTRUCTION EASEMENT ADJACENT TO AND ON THE SOUTH SIDE OF THE ABOVE DESCRIBED PERMANENT EASEMENT.

**EASEMENT #38 – Book 2015, Page 14170 [Easement #292 – Life Enhancement]**

A 20 FOOT PERMANENT EASEMENT FOR PURPOSES OF CONSTRUCTING A 69-KV ELECTRIC LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID PROPERTY WHICH IS THE NE CORNER OF THE SE1/4 OF THE SE1/4 OF SECTION 15, TOWNSHIP 27, RANGE 22; THENCE WEST TO THE NW CORNER OF THE SE1/4 OF SAID SE1/4; THENCE SOUTH 20 FEET ALONG THE WEST LINE OF THE SE1/4 OF THE SAID SE1/4; THENCE EAST PARALLEL TO THE NORTH LINE OF THE SE1/4 OF SAID SE1/4 TO THE EAST LINE OF SAID SE1/4; THENCE NORTH 20 FEET TO THE POINT OF BEGINNING. CONTAINING 0.60 ACRE MORE OR LESS.

ALSO A 30 FOOT TEMPORARY CONSTRUCTION EASEMENT ADJACENT TO AND ON THE SOUTH SIDE OF THE ABOVE DESCRIBED PERMANENT EASEMENT.

**EASEMENT #39 – Book 2015, Page 14171 [Easement #308 – Souter]**

A PERMANENT EASEMENT FOR PURPOSES OF CONSTRUCTING A 69-KV OVERHEAD ELECTRIC LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF THE SW1/4 OF SECTION 15, TOWNSHIP 27, RANGE 22 WEST; THENCE EAST 1,320 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 14; THENCE SOUTH 1,330 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE SW1/4 OF SAID SECTION 15; THENCE WEST 32 FEET; THENCE NORTH 1,310 FEET; THENCE WEST 1,288 FEET PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 14; THENCE NORTH 20 FEET TO THE POINT OF BEGINNING, CONTAINING 1.57 ACRE MORE OR LESS.

ALSO A TEMPORARY CONSTRUCTION EASEMENT FOR PURPOSES OF CONSTRUCTING A 69-KV OVERHEAD ELECTRIC LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF THE SW1/4 OF SECTION 15, TOWNSHIP 27, RANGE 22 WEST; THENCE EAST 1,320 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 14; THENCE SOUTH

1,330 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE SW1/4 OF SAID SECTION 15; THENCE WEST 32 FEET FOR A NEW POINT OF BEGINNING; THENCE NORTH 1,310 FEET THENCE WEST 1,288 FEET; THENCE SOUTH 30 FEET; THENCE EAST 1,270 FEET; THENCE SOUTH 1,280 FEET; THENCE EAST 18 FEET TO THE POINT OF BEGINNING.

**EASEMENT #40 – Book 2016, Page 524 (also filed of record in Book 2006, Page 1468) [Easements #460 – Smithwick and #461 - Knetzer]**

TRACT I:

ALL OF THE EAST THIRTY-FOUR (34) FEET OF THE FOLLOWING DESCRIBED TRACT: ALL OF THE EAST FIFTEEN (15) ACRES OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 27, RANGE 22, BEING 30 RODS EAST AND WEST AND 80 RODS NORTH AND SOUTH.

ALSO:

A THIRTY (30) FOOT WIDE UTILITY EASEMENT THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF FAIRWAY TERRACE SUBDIVISION ON THE SOUTH RIGHT OF WAY OF STATE HIGHWAY "CC"; THENCE SOUTH ALONG THE WEST LINE OF FAIRWAY TERRACE SUBDIVISION, 1170.7 FEET TO THE POINT OF BEGINNING; THENCE N87°06'26"W, 509.7 FEET FOR A TERMINUS ON THE WEST LINE OF THE GRANTOR'S TRACT.

TRACT II:

A THIRTY (30) FOOT WIDE UTILITY EASEMENT THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 6, KINAHAN INDUSTRIAL PARK, RECORDED IN BOOK G AT PAGE 404, CHRISTIAN COUNTY RECORDER'S OFFICE; THENCE S02°31'40"W, 43.70 FEET; THENCE N86°43'18"W, 393.95 FEET; THENCE N01°54'50"E, 842.72 FEET; THENCE N57°04'41"E, 85.27 FEET; THENCE S87°01'43"E, 600.36 FEET; THENCE N02°05'41"E, 137.2 FEET; THENCE S87°06'26"E, 1983.3 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S87°06'26"E, 666.7 FEET FOR A TERMINUS ON THE EAST LINE OF THE GRANTOR'S TRACT.

TRACT III:

A THIRTY (30) FOOT WIDE UTILITY EASEMENT THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 6, KINAHAN INDUSTRIAL PARK, RECORDED IN BOOK G AT PAGE 404, CHRISTIAN COUNTY RECORDER'S OFFICE; THENCE S02°31'40"W, 43.70 FEET; THENCE N86°43'18"W, 393.95 FEET; THENCE N01°54'50"E, 842.72 FEET; THENCE N57°04'41"E, 85.27 FEET; THENCE S87°01'43"E, 600.36 FEET TO THE POINT OF BEGINNING, HEREINAFTER DESIGNATED POINT "A"; THENCE N02°05'41"E, 137.2 FEET TO A POINT HEREINAFTER DESIGNATED POINT "B"; THENCE S87°06'26"E, 655.00 FEET FOR A TERMINUS.

ALSO EASEMENTS FOR POWER POLE ANCHORS BEING TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT POINT "A" REFERENCED ABOVE; THENCE S87°01'43"E, 60.0 FEET;

ALSO BEGINNING AT POINT "B" REFERENCED ABOVE;

THENCE N02°05'41"E, 60.0 FEET FOR A TERMINUS.

**EASEMENT #41 – Book 396, Page 6535**

ALL OF THE EAST 7.5 FEET OF LOT 1A AS DESCRIBED ON THE REPLAT OF LOT 1 GREAT SOUTHERN – NIXA NORTH.

**EASEMENT #42 – Book 310, Page 221**

A UTILITY EASEMENT 20 FT. WIDE ALONG THE NORTH PROPERTY LINE OF CARNAHAN INDUSTRIAL PARK FROM N. MAIN TO HWY 160