

**EXHIBIT 2**

**THE TERRITORIAL AGREEMENT**

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**SCHEDULE 2**

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**TERRITORIAL AGREEMENT**

**Between**

**UNION ELECTRIC COMPANY**

**d/b/a AMERENUE**

**and**

**CALLAWAY ELECTRIC COOPERATIVE**

## **TERRITORIAL AGREEMENT**

This Agreement is made and entered into as of the 22<sup>nd</sup> day of March, 2002, by and between UNION ELECTRIC COMPANY d/b/a/ AmerenUE (hereinafter "Company") and CALLAWAY ELECTRIC COOPERATIVE (hereinafter "Cooperative").

### **RECITALS**

- A. Company is an electrical corporation authorized by law to provide electric service within the State of Missouri, including portions of Audrian, Boone, Callaway, Montgomery and Warren Counties;
- B. Cooperative is a rural electric cooperative authorized by law to provide electric service within the State of Missouri, including portions of Audrian, Boone, Callaway, Montgomery and Warren Counties;
- C. The Missouri Legislature by Section 394.312 RSMo. 2000, has authorized electrical corporations and rural electric cooperatives to enter into written territorial agreements;
- D. Now, Company and Cooperative desire to promote the orderly development of the retail electric service within Callaway County, and to minimize disputes which may result in higher costs in serving the public; and
- E. Company and Cooperative desire to reduce the wasteful duplication of Customer Service Equipment and offer an improved level of service to their Customers.

### **AGREEMENT**

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

## ARTICLE 1.

### DEFINITIONS

In addition to terms defined elsewhere herein, when used herein, the following terms shall have the definitions set forth below. Words importing persons include corporations or other entities, as applicable, and words importing on the singular include the plural and vice versa when the context requires.

- 1.1 **Agreement** shall mean this document including any appendices or exhibits hereto.
- 1.2 **Customer** shall mean any person, partnership, corporation, limited liability company, political subdivision, or any agency, board, department or bureau of the state or federal government, or any other legal entity that has requested or is receiving electric service. Any Customer who has requested or is receiving electric service at one structure shall be a new and different Customer at each structure at which electric service has been requested.
- 1.3 **Effective Date** of this Agreement shall be the effective date of the order issued by the Commission pursuant to Section 394.312 RSMo. 2000 approving this Agreement.
- 1.4 **Electric Power Provider** shall mean any other electric corporation and/or rural electric cooperative.
- 1.5 **Existing Structure** shall mean any Structure that receives electric energy from either party prior to or on the Effective Date of this Agreement. "Existing Structure" shall also mean:
  - A. Any replacement of an Existing Structure ("Replacement Structure"), provided said Replacement Structure is (1) located completely within the boundary of the property on which the Existing Structure is located, (2) used for the Same Purpose as the Existing Structure it is replacing, and (3) that the Existing Structure is totally removed from the property within six months of completion of the Replacement Structure.

- B. Any maintenance, repair, remodeling, or partial replacement of an Existing Structure.
- 1.6 **New Outbuilding** shall mean, if the Existing Structure's Purpose is residential, a New Structure that is a detached garage, detached storage building, gazebo, detached porch, or similar structure that is not attached to the Existing Structure in question and is not a residence. If the Existing Structure's Purpose is agricultural, a "New Outbuilding" is a New Structure that is a detached garage, barn, well, silo, grain bin, or similar structure that is not attached to an Existing Structure in question and is not a residence.
- 1.7 **New Structure** shall mean (i) any structure that did not receive electric energy from either party prior to or on the effective date of this Agreement and (ii) the replacement of an existing structure with a structure that does not satisfy the definition of existing structure set forth herein.
- 1.8 **Structure** shall mean an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus but shall not include customer-owned meter wiring. A Structure shall include an original structure and any contiguous addition to or expansion thereto. Structure shall not include a metering device or customer-owned meter wiring.
- 1.9 **Laws and Regulations** shall mean all applicable statutes, regulations, codes, laws, licenses, decisions, interpretations, policy statements, regulatory guides, rules, criteria, all license requirements enforced or issued by any government, federal, state, or local, or any governmental agency, authority, or body, and industry-recognized guidelines and professional standards.

## **ARTICLE 2.**

### **EXCLUSIVE RIGHT TO SERVE**

- 2.1 Pursuant to Section 394.312 RSMo. 2000, this Agreement designates the boundaries of the electric service area of Company and Cooperative. In this Agreement, Cooperative agrees not to serve New Structures in an area described in Article 3, hereinafter referred to as the Exclusive Service Area of the Company. Likewise, Company agrees not to

serve New Structures in an area described in Article 4, hereinafter referred to as the Exclusive Service Area of the Cooperative. Because Section 394.312 RSMo. 2000, permits electric suppliers to displace competition only by a written agreement, parties that are not signatories to this Agreement are in no way affected by the terms of this Agreement, including but not limited to, the exclusive service area boundaries set forth herein.

- 2.2 After the Effective Date, as between the parties, each party shall have the exclusive right to furnish electric service to all New Structures located within its respective Exclusive Service Area described in Articles 3 and 4 of this Agreement, regardless of the size of the load or the characteristics of the customer's requirements. Except as provided expressly herein, neither party may furnish, make available, render, or extend electric service to New Structures or for use within the exclusive service area of the other party, either directly, indirectly, through a parent, affiliate, or subsidiary of Company or Cooperative, whether said parent, affiliate, or subsidiary be a corporation, limited liability company, partnership, or cooperative corporation.
- 2.3 Both Parties retain the right to furnish electric service to all Existing Structures that they are serving by either permanent or temporary electric service on the Effective Date of this Agreement, regardless of their location.
- 2.4 During the time period between the filing date of this Agreement with the Commission and the Effective Date of the Agreement, if a customer requests new electric service for a Structure located in the Exclusive Service Area of one party from the other party, the parties will meet and determine the party and means to serve the Structure. In the event the parties cannot agree, the new Structure shall be served by the party whose customer equipment is located closer to the new Structure.
- 2.5 The parties recognize and agree that this Agreement places limits on the party's abilities to distribute retail electric energy. In the event that retail wheeling of unbundled electric energy becomes available in the territory affected by this Agreement (i.e., retail customers are permitted to choose their suppliers of electric energy), nothing in this Agreement shall be construed to limit in any way the ability of either party to furnish

electric energy to Structures located in the Exclusive Service Area of the other party; provided, however, that the electric energy shall be delivered to said Structures by means of the electric distribution facilities of the party in whose Exclusive Service Area the Structures are located. Further, in the event changes in this Agreement are required due to retail wheeling of unbundled electric energy becoming available in the territory affected by this Agreement, both parties agree to negotiate in good faith changes to this Agreement and the parties shall cooperate in obtaining approval of the modified agreement by participating in the joint application requesting Missouri Public Service Commission (hereinafter the "Commission") approval, if required.

### **ARTICLE 3.**

#### **EXCLUSIVE SERVICE AREA OF COMPANY**

The Exclusive Service Area of Company, as between the parties under this Agreement shall be those portions of Audrian County (Figure A1), Boone County (Figure A2), Callaway County (Figure A3), Montgomery County (Figure A4), and Warren County (Figure A5) as described by metes and bounds in Exhibit B and as illustrated by the lines shown on the above-referenced Figures. All exhibits referred to in this Article are incorporated herein by reference and made a part of this Agreement, as if fully set out verbatim. In cases of conflict between maps in Figures A1 to A5 and the written legal descriptions by metes and bounds in Exhibit B, the legal written descriptions shall prevail. The Company may serve within municipalities that are located in the Company's Exclusive Service Area, pursuant to this Agreement.

### **ARTICLE 4.**

#### **EXCLUSIVE SERVICE AREA OF COOPERATIVE**

The Exclusive Service Area of Cooperative, as between the parties under this Agreement shall be those portions of Audrian County (Figure A1), Boone County (Figure A2), Callaway County (Figure A3), Montgomery County (Figure A4), and Warren County (Figure A5) as described by metes and bounds in Exhibit C and as illustrated by the lines shown on the above-referenced Figures, except that area which is described by metes and bounds in Exhibit D, Callaway Plant Site, which shall be open to competition. All exhibits referred to in this Article are incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. In cases of

conflict between maps in Figures A1 to A5 and the written legal descriptions by metes and bounds in Exhibit C, the legal written descriptions shall prevail. The Cooperative may serve within municipalities that are located in the Cooperative's Exclusive Service Area, pursuant to this Agreement.

## **ARTICLE 5.**

### **OTHER ELECTRIC POWER PROVIDERS**

- 5.1 The exclusive service area of Company as defined in Article 3 includes other Electric Power Providers. Notwithstanding any other provision of this Agreement, should any Electric Power Provider cease to operate and maintain its electric facilities and sell such facilities, merge, or otherwise transfer the service and facilities to Cooperative, or Cooperative's surviving entity, Cooperative and/or its surviving entity shall have the power to serve the Structures which are receiving permanent service, as that term is defined in § 394.315, RSMo. from said Electric Power Provider and/or Cooperative as of the date Cooperative and Electric Power Provider close and consummate the sale and/or merger (hereinafter "Reorganization Date").
- 5.2 Following the purchase, merger or other acquisition of any other Electric Power Provider's facilities by Cooperative and the receipt of all required regulatory approvals, Company and Cooperative shall within twelve (12) months after the Reorganization Date submit an amendment to this Agreement ("the Amendment") to the Missouri Public Service Commission modifying this Agreement as follows:
  - A. The parties agree that the boundary lines established pursuant to either Sections 5.2B or 5.2C shall not modify the boundary lines established for both Company and Cooperative in Callaway and Audrain Counties as set out in this Agreement.
  - B. For all other counties covered by this Agreement, the parties shall determine if a territorial agreement between Company and the Electric Power Provider exists prior to the Reorganization Date. If a territorial agreement does exist, then the Amendment shall exclude from the Exclusive Service Area of the Company under this Agreement, the Exclusive Service Area of the other Electric Power Provider



as defined in the territorial agreement between the Company and the other Electric Power Provider.

- C. If no territorial agreement exists between Company and the other Electric Power Provider as of the Reorganization Date, Company and Cooperative shall submit an Amendment which removes all U.S. Surveys/ sections, and those U.S. Surveys/ sections adjacent to those U.S. Survey/ sections, where the Electric Power Provider had Customer Service Equipment and customers/members, from the Exclusive Service Area of Company as defined in this Agreement; and either party may serve any New Structures in these affected U.S. Survey/ sections as if no territorial agreement exists; provided, however, that no U.S. Survey/ section nor part of any U.S. Survey section within Callaway or Audrain County located within the municipal limits of any municipality whose population is in excess of 1500 or the statutory limit as set out in Chapter 394, RSMo. will be deleted from the Company's Exclusive Service Area.
- D. Nothing in this Section prohibits the parties in the Amendment from establishing new exclusive service areas in the affected service area in lieu of the above procedures.

## **ARTICLE 6.**

### **OTHER ELECTRIC SYSTEMS**

- 6.1 The Exclusive Service Area of Cooperative as defined in Article 4 includes the City of Fulton, which operates and maintains municipally-owned electric facilities. Notwithstanding this Agreement, should Fulton cease to operate and maintain its electric facilities and sell such facilities to Company, Company may serve within the incorporated boundaries of Fulton as it exists on the date Fulton and Company agree on a sale of Fulton's facilities to Company ("Sale Date"), pursuant to the following terms and conditions. Following the purchase of such facilities by Company and the receipt of all required regulatory approvals, Company and Cooperative shall agree on an amendment to this Agreement ("the Amendment").

- A. If a territorial agreement between Cooperative and Fulton exists prior to the Sale Date, the Amendment shall exclude from the exclusive service area of the Cooperative under this Agreement, the exclusive service area of Fulton under the territorial agreement between the Cooperative and the municipality.
  - B. If no such territorial agreement exists on the Sale Date, the Amendment shall exclude from the exclusive service area of Cooperative under this Agreement, certain territory lying within Fulton's incorporated boundaries. The boundaries of the area to be excluded from Cooperative's exclusive service area under this Agreement shall be that portion of Fulton's incorporated boundary as it exists on the Effective Date of this Agreement, plus such portion of any territory annexed by the municipal after the Effective Date of this Agreement, which territory is closer to the facilities acquired by Company from Fulton than to facilities of Cooperative as both such facilities exist on the Sale Date.
  - C. In the event the parties cannot agree on the boundaries defined above within twelve (12) months after the Sale Date, the parties shall submit the issue of the appropriate boundaries to determination by the Commission, as provided in Section 394.312.2. RSMo.
- 6.2 Notwithstanding the foregoing Article 6.1, Company shall be entitled to serve all of the Structures served by Fulton prior to the purchase of the facilities by Company, regardless of whether the Structures are located in territory determined to be served by Company or Cooperative. Cooperative shall be entitled to serve all of the Structures it was serving prior to the purchase of the Fulton municipal system by Company, regardless of whether the Structures are located in territory deemed to be served by Company or Cooperative.
- 6.3 The exclusive service area of Company as defined in Article 3 includes the cities of Columbia, Centralia and Vandalia, incorporated municipalities which operate and maintain municipally-owned electric facilities. Notwithstanding this Agreement, should any of the municipalities cease to operate and maintain municipally-owned electric facilities and sell such facilities to Cooperative, Cooperative may serve within the incorporated boundaries of such municipal as it exists on the date such municipal and

Cooperative agree on a sale of the municipal's facilities to Cooperative ("Sale Date"), pursuant to the following terms and conditions. Following the purchase of such municipality's facilities by Cooperative and the receipt of all required regulatory approvals, Company and Cooperative shall agree on an amendment to this Agreement ("the Amendment"). If a territorial agreement between Company and the municipality exists prior to the Sale Date, the Amendment shall exclude from the exclusive service area of Company, under this Agreement, the exclusive service area of the municipality under the territorial agreement between the Company and the municipality. If no territorial agreement between Company and the municipality exists on the Sale Date, the Amendment shall exclude from the exclusive service area of Company under this Agreement, certain territory lying within the municipality's incorporated boundaries. Boundaries of the area to be excluded from the exclusive service area of Company shall be that portion of the municipality's incorporated boundary as it exists on the Effective Date of this Agreement, plus such portion of any territory annexed by the municipality after the Effective Date of this Agreement, which territory is closer to the facilities acquired by Cooperative from the municipality than to facilities of Company as both such facilities exist on the Sale Date. In the event the parties cannot agree on the boundaries defined above within twelve (12) months after the Sale Date, the parties shall submit the issue of the appropriate boundaries to determination by the Commission as provided in Section 394.312.2. RSMo.

- 6.4 Notwithstanding the foregoing Article 6.3, Cooperative shall be entitled to serve all of the Structures served by the municipality prior to the purchase of the facilities by Cooperative, regardless of whether the Structures are located in territory determined to be served by Company or Cooperative. Company shall be entitled to serve all of the Structures it was serving prior to the purchase of the municipality system by Cooperative, regardless of whether the Structures are located in territory deemed to be served by Company or Cooperative.

## **ARTICLE 7.**

### **Exceptions to Exclusive Service Territories**

Company and Cooperative agree to the following exceptions to the Company's exclusive service area set forth in Article 3 above.

- A. Cooperative shall have the exclusive right to serve the Existing Structures, any expansion of the Existing Structures, and any New Structures located completely within the boundaries of the properties described by deed in Exhibit E, for the businesses of the Golden Village, Inc. or its successors and assigns, Carl and Shirley Gastineau Trust U/T/A or its successors and assigns, and Gastineau Log Homes or its successors and assigns. The Cooperative's right to serve facilities within the property boundary listed above shall continue to exist, regardless of the property owner or whether the property is abandoned, so long as the Property's Purpose is commercial, provided, however, if the property is abandoned for over ten (10) years, Cooperative's rights to serve within the property boundary shall be extinguished. For the purpose of this section, "Abandoned" shall mean the termination of all commercial activities on the property.
- B. The Cooperative's exclusive right to serve as described in Article 7A above shall not apply to any portion of property described in Exhibit E once said property is sold or leased for either agricultural or residential Purposes.

## **ARTICLE 8.**

### **LOCATION OF A STRUCTURE**

- 8.1 The location of a Structure for purposes of this Agreement shall be the geographical location at which electric energy is used, regardless of the metering point or point of delivery.
- 8.2 The first owner of a New Structure who requests and receives electric service at said Structure which is located on or crossed by any mutual boundary line, as described in Articles 3 and 4, defining the Exclusive Service Areas of the parties shall be permitted to choose either party for permanent electric service; provided that the Customer's meter is

installed within that party's Exclusive Service Area. Thereafter, that party shall exclusively serve that Structure.

- 8.3 A party may provide electric service to a New Outbuilding located in the Exclusive Service Area of the other party, so long as (i) the New Outbuilding is located within the contiguous tract of land on which that party's customer's Structure is located and the New Outbuilding shall not be used for commercial or industrial purposes or (ii) the other party consents in writing. This section shall not apply to a customer who receives electric service from both Company and Cooperative on the same tract of land, and requests additional electric service. New Outbuildings for these customers shall be served by the designated exclusive service provider, unless the customer, Company, and Cooperative agree otherwise and follow the procedures set out in Article 10.

#### **ARTICLE 9.**

##### **RIGHT TO CONSTRUCT FACILITIES**

This Agreement shall in no way affect either party's right to construct such electric generation, distribution and transmission facilities within the designated Exclusive Service Area of the other as that party deems necessary, appropriate or convenient to provide electric service to its customers not inconsistent with the terms of this Agreement and as otherwise allowed by law.

#### **ARTICLE 10.**

##### **CASE-BY-CASE EXCEPTION PROCEDURE**

- 10.1 The parties may agree on a case-by-case basis by an Addendum hereto to allow a Structure to receive service from one party although the Structure is located in the Exclusive Service Area of the other party.
- 10.2 Such Addendum shall be filed with the Executive Secretary of the Commission in the same manner as a motion or other pleading, with a copy submitted to the Office of Public Counsel. There will be no filing fee for these addenda.

- 10.3 Each Addendum shall consist of a statement identifying the Structure, the party to serve the Structure, the justification for the Addendum, and indicating that the parties support the Addendum.
- 10.4 Each Addendum shall be accompanied by a statement, signed by the customer to be served, which acknowledges such customer's receipt of notice of the contemplated electric service to be provided, and that the Addendum represents an exception to the territorial boundaries approved by the Commission and shall indicate the customer's consent to be served by the service provider contemplated by the Addendum.
- 10.5 If the Commission Staff or Office of the Public Counsel do not submit a pleading objecting to the Addendum within forty-five (45) days of the filing thereof, the Addendum shall be deemed approved by the aforesaid parties. Each Addendum shall contain a statement in bold uppercase typeface indicating that the Staff or Office of the Public Council have forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.
- 10.6 Each party, pursuant to an executed Addendum, shall have the right to provide temporary service, as defined in Section 393.106 RSMo., until the Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to an agreement until the effective date of an Order of the Commission or a court regarding the removal of same.

## **ARTICLE 11.**

### **TERM AND CONDITIONS OF PERFORMANCE**

- 11.1 **Term of Agreement.** The term of this Agreement shall be perpetual unless terminated by the parties in accordance with Article 12, Termination.
- 11.2 **Conditions of Performance.** Performance of the parties is contingent upon all of the following having occurred no later than December 31, 2002, unless such condition is waived, extended or modified by agreement, in writing, signed by an officer of each party hereto:

- A. All required approvals of both the Company's and Cooperative's Board of Directors, if required;
  - B. Approval of this Territorial Agreement by the Commission, which shall, as a minimum, consist of an order (i) approving this Agreement and (ii) a finding that this Agreement does not impair Company's certificates of convenience and necessity, except as specifically limited by the Agreement;
  - C. Approval of this Territorial Agreement by the Federal Energy Regulatory Commission to the extent of its jurisdiction, if required;
  - D. Approval of a Contract for Purchase and Sale of Distribution Facilities between Company and Cooperative dated March 22, 2002 (the "Contract") by the Commission, which shall, as a minimum, consist of an order (i) authorizing Company to sell, transfer, and assign to Cooperative the certain facilities and easements, as more particularly described in the Contract and (ii) finding the change in electric supplier for approximately 800 structures from Company to Cooperative and approximately 600 structures from Cooperative to Company in Callaway and Montgomery Counties, for reasons other than rate differential, is in the public interest and approving such change; and
  - E. Approval of this Territorial Agreement or the Contract by the Securities and Exchange Commission to the extent of its jurisdiction, if required.
- 11.3 This Agreement shall be submitted to the Board of Directors of both Company and Cooperative for approval. Once approved by each party's board of directors, each board member and officer of Company and Cooperative agree to support the approval of this Agreement as being in the public interest. To this end, each party will cooperate in presenting a joint application showing that this Agreement is in the public interest. Further, no board member or officer of Company or Cooperative shall support any effort undertaken by others to oppose this Agreement.
- 11.4 Company and Cooperative agree to undertake all actions reasonably necessary to implement this Agreement. Company and Cooperative will cooperate in presenting a

joint application showing this Agreement, in total, not to be detrimental to the public interest. Company and Cooperative will share equally in the costs assessed by the Commission for seeking administrative approval of this Agreement. All other costs will be borne by the respective party incurring the costs.

## **ARTICLE 12.**

### **TERMINATION**

- 12.1 **Termination Events.** This Agreement and the transactions contemplated by this Agreement may be terminated by mutual consent of Company and Cooperative.
- 12.2 **Effective Date of Termination.** The termination of this Agreement shall be effective on the date the Commission receives a notice signed by both Company and Cooperative of their decision to terminate this Agreement.
- 12.3 **Effect of Termination.** If the transactions contemplated by this Agreement are terminated as provided herein each party shall pay the costs and expenses incurred by it in connection with this Agreement, and no party (or any of its officers, directors, employees, agents, attorneys, representatives, or shareholders) shall be liable to any other party for any costs, expenses, or damages; except as provided herein, neither party shall have any liability or further obligation to the other party to this Agreement.

## **ARTICLE 13.**

### **NOTICES**

All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by fax, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:



**For Company**

Mr. Ron Loesch  
District Manager  
Union Electric Company  
P.O. Box 38  
Mexico, MO 65265

Mr. Larry Merry  
District Manager  
Union Electric Company  
P.O. Box 1558  
Jefferson City, MO 65102-1558

**For Cooperative**

Mr. Thomas W. Howard  
General Manager  
Callaway Electric Cooperative  
503 Truman Road, P.O. Box 250  
Fulton, MO 65251

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery, in the case of personal delivery or fax, or on the delivery or refusal date, as specified on the return receipt, in the case of overnight courier or registered or certified mail.

**ARTICLE 14.****ASSIGNMENT**

- 14.1 This Agreement shall be binding on the successors and assigns of both Company and Cooperative. Neither party shall make any assignment of any of its rights or interests under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, and approval of the Commission.
- 14.2 Notwithstanding the foregoing, in the event of a merger, corporate reorganization, or corporate restructuring of a party, said party may assign this Agreement to the corporate entity responsible for providing distribution level electric service in the area covered by this Agreement and the consent of the other party shall be deemed to be given. The consenting party or party whose consent is deemed to be given shall cooperate in obtaining approval of the assignment by (a) participating in the joint application requesting Commission approval of the assignment and (b) providing an affidavit, stating that it consents to the Assignment, for inclusion in such application.

**ARTICLE 15.**  
**MISCELLANEOUS**

- 15.1 Other Products and Services Not Affected.** This Agreement is limited to the distribution of electricity and shall in no way affect either party's right to offer other products and services, including but not limited to, the sale of distributed generation equipment, natural gas service, propane service, fiber optic communication service, satellite television service and other communication services, to customers located in the Exclusive Service Area of the other party. Neither shall this Agreement limit, in any way, a party's right to construct such non-electric distribution facilities within the designated Electric Service Area of the other as that party deems necessary, appropriate or convenient to provide other non-electric distribution service to its customers.
- 15.2 Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with, and its validity shall be determined under, the laws of the State of Missouri.
- 15.3 Amendments.** No modification, amendment, deletion, or other change in this Agreement or the boundaries described in the Agreement shall be effective for any purpose, unless specifically set forth in writing and signed by both parties and approved by the Commission.
- 15.4 Headings.** Headings and titles contained in this Agreement are included for convenience only and shall not be considered for purposes of interpretation of this Agreement.
- 15.5 Impact of Commission or Court Orders.** The filing fee for this application pursuant to 4 CSR 240-21.010 shall be split between the parties. If the Commission does not approve the provisions of this Agreement, then it shall be nullified and of no legal effect between the parties. Further, if any part of this Agreement is declared invalid or void by a Court or agency of competent jurisdiction, then the whole Agreement shall be deemed invalid and void.


- 15.6 **Survival.** Obligations under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.
- 15.7 **No Waiver.** If a party has waived a right under this Agreement on any one or more occasions, such action shall not operate as a waiver of any right under this Agreement on any other occasion. Likewise, if a party has failed to require strict performance of an obligation under this Agreement, such action shall not release the other Party from any other obligation under this Agreement or the same obligation on any other occasion.
- 15.8 **Further Assurances.** The parties shall execute such other documents and perform such other acts as may reasonably be necessary in order to give full effect to this Agreement.
- 15.9 **Company's Service Territory Outside This Agreement.** Company has service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, Company will continue to operate without regard to this Agreement. The principles of law, rules and regulations applicable to the business of retail sales of electricity shall apply without regard to this Agreement.
- 15.10 **Cooperative's Service Territory Outside This Agreement.** Cooperative has service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, Cooperative will continue to operate without regard to this Agreement. The principles of law, rules and regulations applicable to the business of retail sales of electricity shall apply without regard to this Agreement.
- 15.11 **Expenses.** Except as otherwise expressly provided herein, all expenses incurred by the parties hereto in connection with or related to the authorization, preparation and execution of this Agreement and the closing of the transactions contemplated hereby, including, without limitation, the fees and expenses of agents, representatives, counsel and accountants employed by any such party, shall be borne solely and entirely by the party which has incurred same.
- 15.12 **Entire Agreement.** This contract constitutes the entire agreement between the parties relating to the allocation of service rights in the territory described herein. If the

Commission does not approve this Agreement or fails to approve or rejects any portion of this Agreement, then the entire Agreement shall be nullified and of no legal effect. Further, if any part of this Agreement is declared invalid or void by a Court or other agency with competent jurisdiction, then the whole Agreement shall be deemed invalid and void.

The parties have entered into this Agreement as evidenced below by the signature of their duly authorized representatives as of the date set forth on the first page hereof.

**UNION ELECTRIC COMPANY**

**d/b/a AmerenUE**

By   
Name William J. Carr  
Title Vice President

ATTEST:

By   
Title  Secretary

Territorial Agreement

**CALLAWAY ELECTRIC COOPERATIVE**

By: John T. Hall

Name: John T. Hall

Title: President

Attest:

By: Raymond Ralthermish

Title: Secretary

## **Exhibit A**

### **Figures Depicting the Exclusive Service Territories of Union Electric Company and Callaway Electric Cooperative, Inc.**

<b><u>County</u></b>	<b><u>Figure Number</u></b>
Audrian County	Figure A1
Boone County	Figure A2
Callaway County	Figure A3
Montgomery County	Figure A4
Warren County	Figure A5

**Exhibit B**

**Metes and Bounds Description of the  
Exclusive Service Territory of  
Union Electric Company**



**AmerenUE/Callaway Electric Cooperative Territorial Agreement**

**AmerenUE Territory, Audrain County, Missouri**

ALL OF AUDRAIN COUNTY, MISSOURI, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 WEST; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 31, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 31; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 31, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 10 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 36, 35, 34, 33, 32, & 31, TOWNSHIP 50 NORTH, RANGE 10 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 11 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 36, TO THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 36, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 36; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 36, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 36, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 10 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 31, TO THE

NORTHWEST CORNER OF SAID SECTION 31; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 31, 32, 33, 34, 35, & 36, TOWNSHIP 50 NORTH, RANGE 10 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 31, TO THE NORTHWEST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 31, AND POINT OF BEGINNING.

ALSO, BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 7 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 36, TO THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 36, 35, 34, 33, 32, & 31, TOWNSHIP 50 NORTH, RANGE 7 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 8 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 36, 35, 34, 33, & 32, TOWNSHIP 50 NORTH, RANGE 8 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 32, TO THE NORTHWEST CORNER OF SAID SECTION 32; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 32, 33, 34, 35, & 36, TOWNSHIP 50 NORTH, RANGE 8 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 7 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 31, 32, 33, 34, 35, & 36, TOWNSHIP 50 NORTH, RANGE 7 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 36, AND POINT OF BEGINNING.

**NOTE:**

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do not coincide with one another, they shall be treated as if they are the same and do coincide.

**AmerenUE/Callaway Electric Cooperative Territorial Agreement**

**AmerenUE Territory, Boone County, Missouri**

BEING ALL OF BOONE COUNTY, MISSOURI, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 50 NORTH, RANGE 11 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 35, TO THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 35 & 34, TOWNSHIP 50 NORTH, RANGE 11 WEST, A DISTANCE OF 1.1 MILE, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF CEDAR CREEK; THENCE SOUTHERLY ALONG AND WITH THE MEANDERINGS OF CEDAR CREEK, A DISTANCE OF 20 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 11 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 4, TO THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 4, TO THE NORTHWEST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 47 NORTH, RANGE 11 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 33, 28, & 21, TOWNSHIP 47 NORTH, RANGE 11 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 47 NORTH, RANGE 11 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 17, TO THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 17, 8, & 5, TOWNSHIP 47 NORTH, RANGE 11 WEST, TO THE

NORTHWEST CORNER OF SAID SECTION 5, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 48 NORTH, RANGE 11 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 32, 29 & 20, TOWNSHIP 48 NORTH, RANGE 11 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 20; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 20, TO THE NORTHEAST CORNER OF SAID SECTION 20, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 48 NORTH, RANGE 11 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 16, 9, & 4, TOWNSHIP 48 NORTH, RANGE 11 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 49 NORTH, RANGE 11 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 33, 28, 21, 16, 9, & 4, TOWNSHIP 49 NORTH, RANGE 11 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 50 NORTH, RANGE 11 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 33, TO THE NORTHWEST CORNER OF SAID SECTION 33; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 33, 34, & 35, TOWNSHIP 50 NORTH, RANGE 11 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 35 AND THE POINT OF BEGINNING.

**NOTE:**

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do not coincide with one another, they shall be treated as if they are the same and do coincide.

**AmerenUE/Callaway Electric Cooperative Territorial Agreement**

**AmerenUE Territory, Montgomery County, Missouri**

ALL OF MONTGOMERY COUNTY, MISSOURI, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 31, TO THE SOUTHEAST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 6, 7, & 18, TOWNSHIP 49 NORTH, RANGE 6 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 18, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 49 NORTH, RANGE 6 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 20, TO THE NORTHEAST CORNER OF SAID SECTION 20; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 20, 29, & 32, TOWNSHIP 49 NORTH, RANGE 6 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 32, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 48 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 5 & 8, TOWNSHIP 48 NORTH, RANGE 6 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 8 & 7, TOWNSHIP 48 NORTH, RANGE 6 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 7 & 6, TOWNSHIP

48 NORTH, RANGE 6 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 49 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31, 30, 19, 18, 7, & 6, TOWNSHIP 49 NORTH, RANGE 6 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 31, TO THE NORTHWEST CORNER OF SAID SECTION 31; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 31, TO THE NORTHEAST CORNER OF SAID SECTION 31, AND THE POINT OF BEGINNING.

ALSO, BEGINNING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 47 NORTH, RANGE 5 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 25 & 36, TOWNSHIP 47 NORTH, RANGE 5 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 5 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 1 & 12, TOWNSHIP 46 NORTH, RANGE 5 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 12, TO THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 12, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF SECTION 11, TOWNSHIP 46 NORTH, RANGE 5 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 11, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 11; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 11, TO THE

NORTHWEST CORNER OF SAID SECTION 11, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 46 NORTH, RANGE 5 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 3 & 4, TOWNSHIP 46 NORTH, RANGE 5 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 5 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 8 & 17, TOWNSHIP 46 NORTH, RANGE 5 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 17, TO THE SOUTHWEST CORNER OF SAID SECTION 17, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 46 NORTH, RANGE 5 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 19, TO THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 19, TO THE SOUTHWEST CORNER OF SAID SECTION 19, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 46 NORTH, RANGE 6 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 24, TO THE SOUTHWEST CORNER OF SAID SECTION 24, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 46 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 26 & 35, TOWNSHIP 46 NORTH, RANGE 6 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 35, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 2 & 11, TOWNSHIP 45 NORTH, RANGE 6 WEST, 1.5 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE MISSOURI RIVER; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID MISSOURI RIVER, A DISTANCE OF 5 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE WEST LINE OF SECTION 31, TOWNSHIP 46 NORTH,



RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31, 30, 19, 18, 7 & 6, TOWNSHIP 46 NORTH, RANGE 6 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 47 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31, 30, 19, 18, 7, & 6, TOWNSHIP 47 NORTH, RANGE 6 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 48 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 31, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 31; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTIONS 31, 32, & 33, TOWNSHIP 48 NORTH, RANGE 6 WEST, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, SAID POINT ALSO BEING ON THE NORTH LINE OF SECTION 4, TOWNSHIP 47 NORTH, RANGE 6 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 4 & 3, TOWNSHIP 47 NORTH, RANGE 6 WEST, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 48 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF

THE SOUTH HALF OF SAID SECTION 34; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 34, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 34, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 35, TOWNSHIP 48 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 35, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 35 & 36, TOWNSHIP 48 NORTH, RANGE 6 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 48 NORTH, RANGE 5 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 31 & 32, TOWNSHIP 48 NORTH, RANGE 5 WEST, TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SECTION 32; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 32, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 32, SAID POINT ALSO BEING ON THE NORTH LINE OF SECTION 5, TOWNSHIP 47 NORTH, RANGE 5 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 5, TO THE NORTHEAST CORNER OF SAID SECTION 5; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 5, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 47 NORTH,

RANGE 5 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 4, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 4; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 4, TO THE SOUTHEAST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 47 NORTH, RANGE 5 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 10 & 11, TOWNSHIP 47 NORTH, RANGE 5 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 11, 14, & 23, TOWNSHIP 47 NORTH, RANGE 5 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 23, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 47 NORTH, RANGE 5 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 25, TO THE NORTHEAST CORNER OF SAID SECTION 25, AND THE POINT OF BEGINNING.

**NOTE:**

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do not coincide with one another, they shall be treated as if they are the same and do coincide.

**AmerenUE/Callaway Electric Cooperative Territorial Agreement**

**AmerenUE Territory, Warren County, Missouri**

ALL OF WARREN COUNTY, MISSOURI, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 47 NORTH, RANGE 4 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 30, TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SECTION 30; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 30 & 31, TOWNSHIP 47 NORTH, RANGE 4 WEST, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 31, SAID POINT ALSO BEING ON THE NORTH LINE OF SECTION 6, TOWNSHIP 46 NORTH, RANGE 4 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 6, TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 6 & 7, TOWNSHIP 46 NORTH, RANGE 4 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 7, TO THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 7 & 6, TOWNSHIP 46 NORTH, RANGE 4 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 47 NORTH, RANGE 4 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31 & 30, TOWNSHIP 47 NORTH, RANGE 4 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 30, AND THE POINT OF BEGINNING.

**NOTE:**

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do not coincide with one another, they shall be treated as if they are the same and do coincide.

**Exhibit C**

**Metes and Bounds Description of the  
Exclusive Service Territory of  
Callaway Electric Cooperative**

**AmerenUE/Callaway Electric Cooperative Territorial Agreement**

**Callaway Electric Cooperative Territory, Audrain County, Missouri**

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 WEST; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 31, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 31; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 31, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 10 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 36, 35, 34, 33, 32, & 31, TOWNSHIP 50 NORTH, RANGE 10 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 11 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 36, TO THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 36, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 36; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 36, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 36, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 10 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 31, TO THE NORTHWEST CORNER OF SAID SECTION 31; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 31, 32, 33, 34, 35, & 36, TOWNSHIP 50 NORTH, RANGE 10 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 WEST;

THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 31, TO THE NORTHWEST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 31, AND POINT OF BEGINNING.

ALSO, BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 7 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 36, TO THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 36, 35, 34, 33, 32, & 31, TOWNSHIP 50 NORTH, RANGE 7 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 50 NORTH, RANGE 8 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 36, 35, 34, 33, & 32, TOWNSHIP 50 NORTH, RANGE 8 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 32, TO THE NORTHWEST CORNER OF SAID SECTION 32; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 32, 33, 34, 35, & 36, TOWNSHIP 50 NORTH, RANGE 8 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 7 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 31, 32, 33, 34, 35, & 36, TOWNSHIP 50 NORTH, RANGE 7 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 36, AND POINT OF BEGINNING.

NOTE:

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do



**AmerenUE/Callaway Electric Cooperative Territorial Agreement**

**Callaway Electric Cooperative Territory, Boone County, Missouri**

BEGINNING AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 50 NORTH, RANGE 11 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 35, TO THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 35 & 34, TOWNSHIP 50 NORTH, RANGE 11 WEST, A DISTANCE OF 1.1 MILE, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF CEDAR CREEK; THENCE SOUTHERLY ALONG AND WITH THE MEANDERINGS OF CEDAR CREEK, A DISTANCE OF 20 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 11 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 4, TO THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 4, TO THE NORTHWEST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 47 NORTH, RANGE 11 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 33, 28, & 21, TOWNSHIP 47 NORTH, RANGE 11 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 47 NORTH, RANGE 11 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 17, TO THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 17, 8, & 5, TOWNSHIP 47 NORTH, RANGE 11 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 5, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 48 NORTH, RANGE 11 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 32, 29 & 20, TOWNSHIP 48 NORTH, RANGE 11

WEST, TO THE NORTHWEST CORNER OF SAID SECTION 20; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 20, TO THE NORTHEAST CORNER OF SAID SECTION 20, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 48 NORTH, RANGE 11 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 16, 9, & 4, TOWNSHIP 48 NORTH, RANGE 11 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 49 NORTH, RANGE 11 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 33, 28, 21, 16, 9, & 4, TOWNSHIP 49 NORTH, RANGE 11 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 50 NORTH, RANGE 11 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 33, TO THE NORTHWEST CORNER OF SAID SECTION 33; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 33, 34, & 35, TOWNSHIP 50 NORTH, RANGE 11 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 35 AND THE POINT OF BEGINNING.

NOTE:

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do not coincide with one another, they shall be treated as if they are the same and do coincide.

**AmerenUE/Callaway Electric Cooperative Territorial Agreement**

**Callaway Electric Cooperative Territory, Montgomery County, Missouri**

BEGINNING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 31, TO THE SOUTHEAST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 49 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 6, 7, & 18, TOWNSHIP 49 NORTH, RANGE 6 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 18, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 49 NORTH, RANGE 6 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 20, TO THE NORTHEAST CORNER OF SAID SECTION 20; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 20, 29, & 32, TOWNSHIP 49 NORTH, RANGE 6 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 32, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 48 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 5 & 8, TOWNSHIP 48 NORTH, RANGE 6 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 8 & 7, TOWNSHIP 48 NORTH, RANGE 6 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 7 & 6, TOWNSHIP 48 NORTH, RANGE 6 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 49 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31, 30, 19, 18, 7, & 6, TOWNSHIP 49 NORTH, RANGE 6 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31,

TOWNSHIP 50 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 31, TO THE NORTHWEST CORNER OF SAID SECTION 31; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 31, TO THE NORTHEAST CORNER OF SAID SECTION 31, AND THE POINT OF BEGINNING.

ALSO, BEGINNING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 47 NORTH, RANGE 5 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 25 & 36, TOWNSHIP 47 NORTH, RANGE 5 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 5 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 1 & 12, TOWNSHIP 46 NORTH, RANGE 5 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 12, TO THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 12, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF SECTION 11, TOWNSHIP 46 NORTH, RANGE 5 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 11, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 11; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 11, TO THE NORTHWEST CORNER OF SAID SECTION 11, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 46 NORTH, RANGE 5 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 3 & 4, TOWNSHIP 46 NORTH, RANGE 5 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 5 WEST; THENCE SOUTH

ALONG THE EAST LINE OF SECTIONS 8 & 17, TOWNSHIP 46 NORTH, RANGE 5 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 17, TO THE SOUTHWEST CORNER OF SAID SECTION 17, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 46 NORTH, RANGE 5 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 19, TO THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 19, TO THE SOUTHWEST CORNER OF SAID SECTION 19, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 46 NORTH, RANGE 6 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 24, TO THE SOUTHWEST CORNER OF SAID SECTION 24, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 46 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 26 & 35, TOWNSHIP 46 NORTH, RANGE 6 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 35, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 6 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 2 & 11, TOWNSHIP 45 NORTH, RANGE 6 WEST, 1.5 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE MISSOURI RIVER; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID MISSOURI RIVER, A DISTANCE OF 5 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE WEST LINE OF SECTION 31, TOWNSHIP 46 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31, 30, 19, 18, 7 & 6, TOWNSHIP 46 NORTH, RANGE 6 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 47 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31, 30, 19, 18, 7, & 6, TOWNSHIP 47 NORTH, RANGE 6 WEST, TO THE

NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 48 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 31, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 31; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTIONS 31, 32, & 33, TOWNSHIP 48 NORTH, RANGE 6 WEST, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, SAID POINT ALSO BEING ON THE NORTH LINE OF SECTION 4, TOWNSHIP 47 NORTH, RANGE 6 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 4 & 3, TOWNSHIP 47 NORTH, RANGE 6 WEST, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 48 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 34; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 34, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 34, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 35, TOWNSHIP 48 NORTH, RANGE 6 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 35, TO THE

NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 35 & 36, TOWNSHIP 48 NORTH, RANGE 6 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 48 NORTH, RANGE 5 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 31 & 32, TOWNSHIP 48 NORTH, RANGE 5 WEST, TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SECTION 32; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 32, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 32, SAID POINT ALSO BEING ON THE NORTH LINE OF SECTION 5, TOWNSHIP 47 NORTH, RANGE 5 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 5, TO THE NORTHEAST CORNER OF SAID SECTION 5; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 5, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 47 NORTH, RANGE 5 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 4, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 4; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 4, TO THE SOUTHEAST CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 47 NORTH, RANGE 5 WEST; THENCE EAST ALONG THE

NORTH LINE OF SECTIONS 10 & 11, TOWNSHIP 47 NORTH, RANGE 5 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 11, 14, & 23, TOWNSHIP 47 NORTH, RANGE 5 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 23, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 47 NORTH, RANGE 5 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 25, TO THE NORTHEAST CORNER OF SAID SECTION 25, AND THE POINT OF BEGINNING.

NOTE:

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do not coincide with one another, they shall be treated as if they are the same and do coincide.



**AmerenUE/Callaway Electric Cooperative Territorial Agreement**

**Callaway Electric Cooperative Territory, Warren County, Missouri**

BEGINNING AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 47 NORTH, RANGE 4 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 30, TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SECTION 30; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 30 & 31, TOWNSHIP 47 NORTH, RANGE 4 WEST, TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 31, SAID POINT ALSO BEING ON THE NORTH LINE OF SECTION 6, TOWNSHIP 46 NORTH, RANGE 4 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 6, TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 6 & 7, TOWNSHIP 46 NORTH, RANGE 4 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 7, TO THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 7 & 6, TOWNSHIP 46 NORTH, RANGE 4 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 47 NORTH, RANGE 4 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31 & 30, TOWNSHIP 47 NORTH, RANGE 4 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 30, AND THE POINT OF BEGINNING.

**NOTE:**

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do

not coincide with one another, they shall be treated as if they are the same and do coincide.

**Exhibit D**

**Callaway Plant Site  
Metes & Bounds Description**

## **Exhibit D**

### **Callaway Plant Site Metes & Bounds Description**

#### Site Area

The site area is described as beginning at a point in the South line of Section 1, Township 46 North, Range 8 West, which point is located at the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 1; thence running West along the South line of Sections 1, 2, and 3, Township 46 North, Range 8 West, a distance of 7,350 feet, more or less, to a point in the West line of the East Half of the East Half of the Southeast Quarter of said Section 3; thence South along the West line of the East Half of the East Half of the Northeast Quarter and the West line of the East Half of the East Half of the Southeast Quarter of Section 10, Township 46 North, Range 8 West, and the West line of the East Half of the East Half of the Northeast Quarter and the West line of the East Half of the East Half of the Southeast Quarter of Section 15, Township 46 North, Range 8 West, a distance of 10,560 feet, more or less, to a point in the South line of said Section 15; thence East along the South line of Sections 15, 14, and 13, Township 46 North, Range 8 West, a distance of 11,200 feet, more or less, to the Southeast corner of said Section 13; thence North along the East line of said Section 13, a distance of 2,640 feet, more or less, to the point of intersection of the East and West centerline of Section 18, Township 46 North, Range 7 West, with the said East line of Section 13; thence East along the East and West centerline of said Section 18 a distance of 1,565 feet, more or less, to the East line of Lot 2 of the Northwest Quarter of said Section 18; thence North along the East line of said Lot 2 of the Northwest Quarter of Section 18 and the East line of Lot 2 of the Southwest Quarter of Section 7, Township 46 North, Range 7 West, a distance of 5,280 feet, more or less, to a point in the East and West centerline of said Section 7; thence West along said East and West centerline and the East and West centerline of Section 12, Township 46 North, Range 8 West, a distance of 2,885 feet, more or less, to a point in the East line of the West Half of the Northeast Quarter of said Section 12; thence North along the East line of the West Half of the Northeast Quarter of Section 12, a distance of 1,320 feet, more or less, to the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 12; thence West along the South line of said Northwest Quarter of the Northeast Quarter of Section 12, a distance of 1,320 feet, more or less, of the Southwest corner of said Northwest Quarter of the Northeast Quarter of Section 12; thence North along the West line of said Northwest Quarter of the Northeast Quarter of said Section 12, a distance of 1,320 feet, more or less, to a point in the North line of said Section 12; thence West along the North line of said Section 12, a distance of 1,320 feet, more or less, to the point of beginning.

Approximately, 2,767 acres are owned in fee in the above-described site area.

The nature and source of authority to determine all activities on this property is by virtue of the rights of ownership thereof.

### Plant Site Peripheral Area

In addition, the following described properties were acquired in our acquisition efforts prior to determination of the site boundaries to ensure adequate coverage and to negotiate for part of the properties within the site area:

The Westerly 98 acres of the Southwest Quarter of Section 6, Township 46 North, Range 7 West.

Lots 1 and 2 of the Northwest Quarter and Lot 1 of the Southwest Quarter of Section 7, Township 46 North, Range 7 West.

The Southeast Quarter and the East 20 acres of the Southwest Quarter, and the West Half of the Southwest Quarter of Section 1, Township 46 North, Range 8 West.

All that part of the South Half of Section 2, Township 46 North, Range 8 West, which lies South of Highway "0," excepting approximately 1½ acres in the East part of the Northeast Quarter of the Southwest Quarter of said Section 2 lying South of Highway "0," on which negotiations are not in progress, pending or contemplated.

The Southeast Quarter, and the East Half of the Southwest Quarter of Section 3, Township 46 North, Range 8 West, all lying South of Highway "0."

The West 40 acres of the North 50 acres of the Northeast Quarter, the West Half of the East Half of the Southeast Quarter, the West Half of the Southeast Quarter, and the Southeast Quarter of the Southwest Quarter of Section 10, Township 46 North, Range 8 West.

The East Half of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter, the Southwest Quarter of the Northeast Quarter, the West 30 acres of the Southeast Quarter of the Northeast Quarter and the West 24 acres of the South 30 acres of the North One Half of the Northeast Quarter of Section 10, Township 46 North, Range 8 West.

4.67 acres lying North of the County Road in the Northeast Quarter of the Northwest Quarter, the West Half of the Northeast Quarter and the West Half of the East Half of the Northeast Quarter of Section 15, Township 46 North, Range 8 West.

The East Half of the Northwest Quarter of Section 18, Township 46 North, Range 7 West.

The West Half of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 18, Township 46 North, Range 7 West.

The East Half of the Southwest Quarter of the Northeast Quarter and the East Half of the Northeast Quarter of Section 22, Township 46 North, Range 8 West.

The Northwest Quarter of Section 23, Township 46 North, Range 8 West.

The Northwest Quarter of the Northwest Quarter of Section 19, Township 46 North, Range 7 West.

The East 16 acres of the Northeast Quarter of the Northwest Quarter of Section 15, Township 46 North, Range 8 West, lying South of the County Road.

7 acres, more or less, in the Northwest corner, lying West of Highway "CC," of the Northeast Quarter of the Southwest Quarter of Section 15, Township 46 North, Range 8 West.

The East Half of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 12, and one acre in the Southwest corner of the East 20 acres of the East Half of the Southwest Quarter of Section 1, all in Township 46 North, Range 8 West.

These properties comprise a total of approximately 2,461 acres.

#### Plant Corridor Area

The corridor area is described as beginning at the point of intersection of the North and South centerline of Section 23, Township 46 North, Range 8 West and the North line of said Section 23 and running thence South along the North and South centerline of said Section 23 and Section 26, a distance of 9,240 feet, more or less, to the South line of the Northwest Quarter of the Southeast Quarter of said Section 26; thence East along said South line, a distance of 1,320 feet, more or less, to the West line of the East Half of the Southeast Quarter of said Section 26; thence South along the West line of the East Half of the Southeast Quarter of said Section 26, a distance of 1,320 feet, more or less, to the South line of said Section 26; thence East along the South line of said Section 26, a distance of 660 feet, more or less, to the West line of the East Half of the Northeast Quarter of the Northeast Quarter of Section 35, Township 46 North, Range 8 West; thence South along the West line of the East Half of the Northeast Quarter of the Northeast Quarter of said Section 35, a distance of 1,320 feet, more or less, to the South line of the North Half of the Northeast Quarter of said Section 35; thence West along the South line of the North Half of the Northeast Quarter of said Section 35, a distance of 1,980 feet, more or less, to the North and South centerline of said Section 35; thence South along the North and South centerline of said Section 35, a distance of 1,320 feet, more or less, to the center of said Section 35; thence West along the East, and West centerline of said Section 35 a distance of 1,500 feet, more or less, to the Easterly line of U.S. Survey 1712; thence Southeast along said survey line a distance of 1,675 feet, more or less, to the North line of the MK&T Railroad right-of-way; thence Easterly along the North line of said right-of-way, a distance of 2,900 feet, more or less, to the centerline of Logan Creek; thence continuing Easterly downstream

along the centerline of said creek a distance of 4,200 feet, more or less, to the intersection of the centerline of said creek with the North and South centerline of Section 36, Township 46 North, Range 8 West; thence North along said centerline of Section 36 a distance of 4,500 feet, more or less, to the North line of said Section 36; thence West along the North line of said Section 36 a distance of 1,320 feet, more or less, to the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 25, Township 46 North, Range 8 West; thence North along the East line of the Southwest Quarter of the Southwest Quarter of said Section 25 a distance of 1,320 feet, more or less, to the North line of the Southwest Quarter of the Southwest Quarter of said Section 25; thence West along the North line of the Southwest Quarter of the Southwest Quarter of said Section 25 a distance of 660 feet, more or less, to the East line of the West Half of the Northwest Quarter of the Southwest Quarter of said Section 25; thence North along the East line of the West Half of the Northwest Quarter of the Southwest Quarter of said Section 25 a distance of 1,320 feet, more or less, to the East and West centerline of said Section 25; thence East along the said East and West centerline of Section 25 a distance of 3,300 feet, more or less, to the East line of the West Half of the Northeast Quarter of said Section 25; thence North along the East line of the West Half of the Northeast Quarter of said Section 25 and the East line of the West Half of the East Half of Section 24, Township 46 North, Range 8 West a distance of 7,920 feet, more or less, to the North line of said Section 24; thence West along the North line of said Section 24 and said Section 23, a distance of 6,600 feet, more or less, to the point of beginning.

ALSO, the East Half of the Southeast Quarter of the Northwest Quarter of Section 26, Township 46 North, Range 8 West; and a 41.91 acre tract of land lying between the MK&T Railroad right-of-way and Missouri State Highway 94, extending Easterly from the East line of U.S. Survey 1712 to Logan Creek, as aforesaid being located in U.S. Survey 1736 and Fractional Section 35, Township 46 North, Range 8 West, and 57 acres in Fractional Section 5, Township 45 North, Range 7 West, and in Fractional Section 32, Township 46 North, Range 7 West and Toe Head Island, together with all accretions thereto; and 16.20 acres in the Southwest Quarter of the Southwest Quarter of Section 32, Township 46 North, Range 7 West, lying South of Missouri State Highway 94 and North of the MK&T Railroad right-of-way; and 16 acres, more or less, located in the West part of the Southwest Quarter of Section 32, Township 46 North, Range 7 West.

ALSO, a one acre, more or less, tract of land in the Southwest Quarter of the Southwest Quarter of Section 32, Township 46 North, Range 7 West extending Southwardly approximately 200 feet from Logan Creek and approximately 200 feet East of Missouri State Highway 94, and approximately one acre in the West part of the Southwest Quarter of Section 32, Township 36 North, Range 7 West lying between the MK&T Railroad right-of-way and Logan Creek and lying East of Missouri State Highway 94. Also, an 11 acre tract of land in the Southwest Quarter of the Southwest Quarter of Section 31, Township 46 North, Range 7 West lying between Logan Creek and Missouri State Highway 94, bounded on the North and West by Logan Creek, on the

South by Missouri State Highway 94 and on the East by the East line of the Southwest Quarter of the Southwest Quarter of said Section 31.

EXCEPTING THEREFROM, the following tracts of land on which negotiations are not in progress, pending, or contemplated at this time.

1 acre being the Southwest 1 acre of the Southeast Quarter of the Southeast Quarter of Section 26, Township 46 North, Range 8 West.

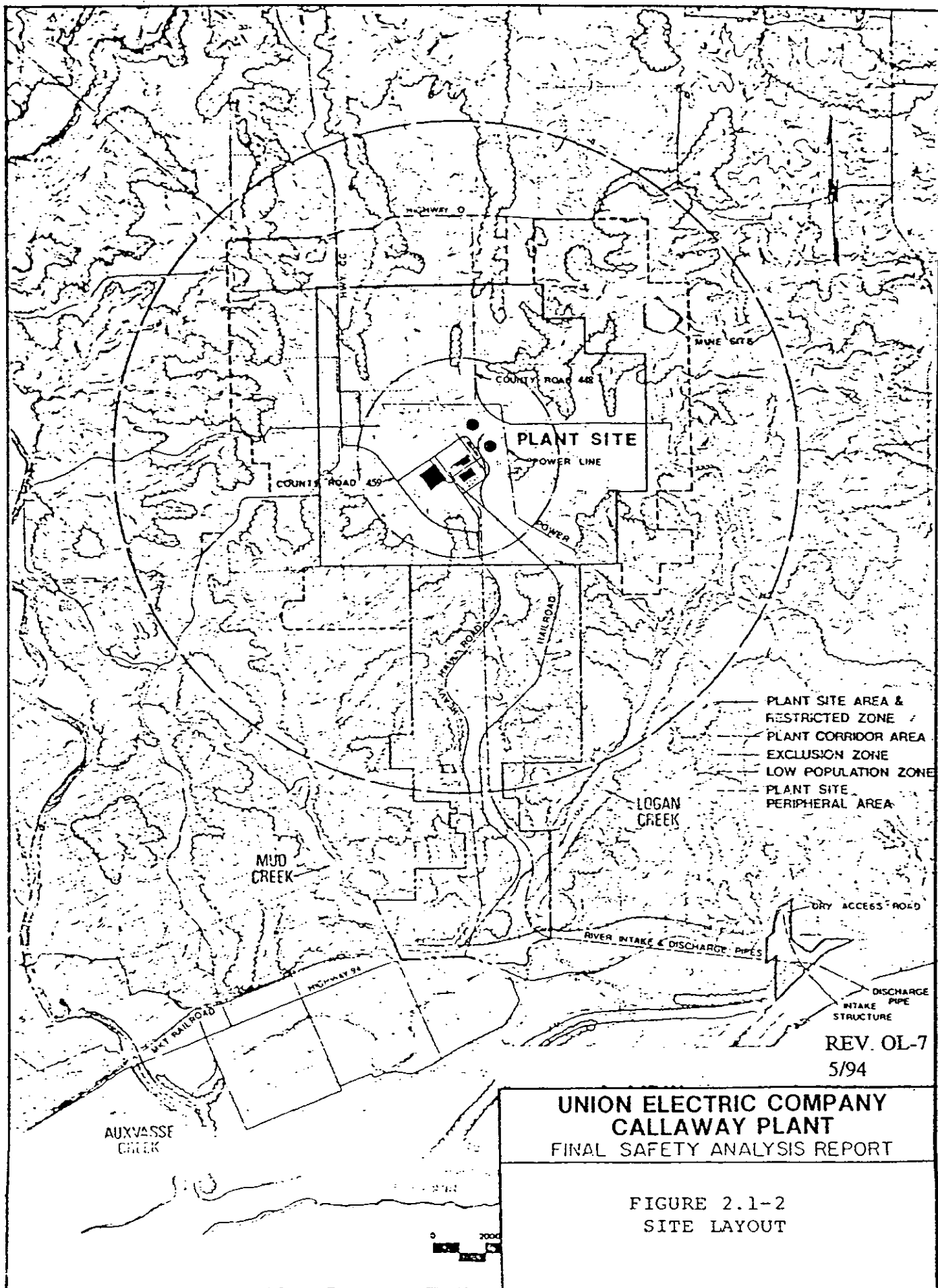
1½ acres being one acre wide on the East side of the county road and 1½ acres deep to the East of said road and located in the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 26, Township 46 North, Range 8 West.

3 acres in the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 26, Township 46 North, Range 8 West.

Approximately, 2,015 acres of land are owned in fee within the corridor area.

The nature and source of authority to determine all activities on this property is by virtue of the rights of ownership thereof.





**Exhibit E**

**Deeds of Properties That Are Exceptions to  
Company's Exclusive Service Territory**

101457

## WARRANTY DEED

360265

This Indenture, made on August 22, 1995, by and between CARL L. GASTINEAU and SHIRLEY A. GASTINEAU, husband and wife, of 2243 State Road MM, New Bloomfield, MO 65063, Grantors, and CARL L. GASTINEAU and SHIRLEY A. GASTINEAU, TRUSTEES (and their successors) of the Carl and Shirley Gastineau Trust U/T/A dated May 1, 1995, and all amendments thereto, 2243 State Road MM, New Bloomfield, MO 65063, Grantees:

WITNESSETH, That the said Grantors, for estate planning purposes and without consideration, do by these presents GRANT, BARGAIN, CONVEY AND CONFIRM unto the said Grantees, their successors and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Callaway, State of Missouri, to-wit:

The Southwest Quarter of the Northeast Quarter of Section Thirty-six (36), Township Forty-six (46), Range Eleven (11), EXCEPT that part conveyed to the State of Missouri for Highway Purposes. All in Callaway County, Missouri;

Also, part of the Northeast Quarter of the Southeast Quarter of Section 36, Township 46N, Range 11W, in the County of Callaway, Missouri, and being more particularly described as follows: From the Northeast corner of the South Half of said Section 36; thence South 1° 59' 09" West, along the section line 30 feet to the South line of Missouri State Route "Y" and the point of beginning for this description; thence continuing South 1° 59' 09" West, along the section line, 935.14 feet; thence North 85° 33' 20" West, 1345.72 feet to the quarter quarter section line; thence North 1° 44' 41" East, along the quarter quarter section line, 850.52 feet to the South line of said Missouri State Route "Y"; thence South 89° 09' 27" East, along the South line of Missouri State Route "Y", 1348.32 feet to the point of beginning. Containing in all 27.59 acres. Bearings are magnetic;

Also, all that part of the SE ¼ of Section 36, T46N, R11W of the 5th P.M., Callaway County, Missouri that is more particularly described as follows:

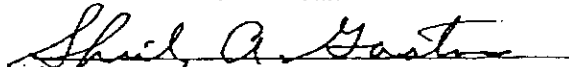
From the Northeast Corner of the S ½ of said Section 36; thence S 1° 59' 09" W, along the Section Line 965.14 ft. to the place of beginning; thence continue S 1° 59' 09" W, along said Section Line a distance of 1688.59 ft. to the Southeast Corner of said Section 36; thence westerly along said line, 2109.64 ft.; thence N 1° 59' 09" E, 2633.51 ft. to the south line of Missouri State Route "MM" thence with said line, S 89° 28' 20" E, 761.2 ft.; thence along the property line, S 1° 44' 41" W, 850.52 ft.; thence S 85° 33' 20" E, 1345.72 ft. to the place of beginning;

Subject to deeds of trust, if any, and to any liens, encumbrances or transfers that may have attached, been created or made subsequent to Grantors' acquisition of title. This instrument revokes any beneficiary deed;

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

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

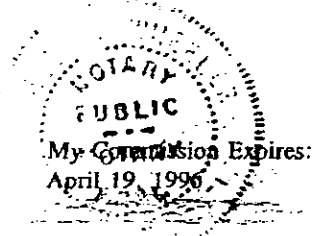
  
Carl L. Gastineau

  
Shirley A. Gastineau

STATE OF MISSOURI        )  
                                  ) ss.  
COUNTY OF BOONE        )

On August 22, 1995, before me personally appeared Carl L. Gastineau and Shirley A. Gastineau, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.



Helen C. Wheeler  
Helen C. Wheeler, Notary Public  
State of Missouri, County of Boone

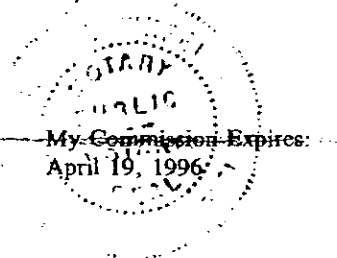
**CERTIFICATE OF DELIVERY**

Carl L. Gastineau and Shirley A. Gastineau, Trustees of the Carl and Shirley Gastineau Trust U/T/A dated May 1, 1995, hereby certify that the foregoing warranty deed was delivered to them by the Grantors thereof on August 22, 1995.

Carl L. Gastineau  
Carl L. Gastineau - Trustee

Shirley A. Gastineau  
Shirley A. Gastineau - Trustee

Subscribed and sworn to before me by Carl L. Gastineau and Shirley A. Gastineau, Trustees, on August 22, 1995.



Helen C. Wheeler  
Helen C. Wheeler, Notary Public  
State of Missouri, County of Boone

STATE OF MISSOURI, }  
County of Callaway } ss.

I, Recorder of said county and state, do hereby  
certify that this instrument was filed at 10  
o'clock 36 min. 2 m. on  
March 6, 2001  
and is recorded in book 360 on page 265  
witness my hand and seal of office.

Kenneth Dillon Recorder  
By Lana Taylor D.R.

Lana Taylor



## GENERAL WARRANTY DEED

THIS INDENTURE, Made on the 20<sup>th</sup> day of December, 1994, by and between  
CARL L. GASTINEAU and SHIRLEY GASTINEAU, husband and wife, of the County of  
Callaway, State of Missouri, parties of the First Part, and Gastineau Log Homes, a Missouri  
Corporation, (GRANTEES MAILING ADDRESS: 10423 Old Hwy 54, New  
Bloomfield, Mo 65063) of the County of Callaway, State of Missouri, party of the  
Second Part:

WITNESSETH, That the said parties of the First Part in consideration of the sum of ONE  
DOLLAR AND ALL OTHER GOOD AND VALUABLE CONSIDERATION, to them paid by the said party of  
the Second Party, the receipt of which is hereby acknowledged, do by these presents, GRANT,  
BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said party of the Second Part, its heirs and  
assigns, the following described lots, tracts or parcels of land lying and situate in the County of  
Callaway, State of Missouri, to-wit:

All that part of the SE 1/4 of Section 36, T46N, R11W of the 5th P.M. Callaway County,  
Missouri, that is more particularly described as follows:

From the Northeast Corner of the S 1/2 of said Section 36; thence S 1°59'09"W, along  
the Section Line 30 ft. to the south R/W Line of Missouri Route "MM"; thence with said line, N  
89°28'20"W, 1447.68 ft. to the place of said beginning; thence S 1°59'39"W, 2623.82 ft. to  
the south line of the SE 1/4 of said section 36; thence with said line, N 89°28'20" W, 661.6  
ft.; thence N 1°59'09" E, 2633.61 ft. to the south line of Missouri State Route "MM"; thence  
with said line, S 89°28'20"E, 662.0 ft. to the place of beginning.

PARCEL NO. \_\_\_\_\_

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights,  
privileges, appurtenance and immunities thereto belonging or in anywise appertaining, unto the  
said party of the Second Part and unto its heirs and assigns FOREVER, the said Carl L. Gastineau

and Shirley Gastineau hereby conveying that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warrant and defend the title to said premises unto the said party of the Second Part, and unto its heirs and assigns FOREVER, against the lawful claims and demands of all persons whomsoever.

IN WITNESS HEREOF, the said parties of the First Part have hereunto set their hands and seals the day and year first above written.

*Carl L. Gastineau*

CARL L. GASTINEAU

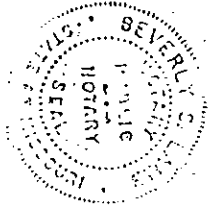
*Shirley Gastineau*

SHIRLEY GASTINEAU

STATE OF MISSOURI    )  
                                  ) SS.  
COUNTY OF CALLAWAY    )

On this 20<sup>th</sup> day of December, 1994, before me personally appeared Carl L. Gastineau and Shirley Gastineau, Husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Callaway County, Missouri, the day and year first above written.



BEVERLY S. LAMB Notary Public - Notary Seal STATE OF MISSOURI Callaway County My Commission Expires: Jan 20, 1998
---

*Beverly S. Lamb*  
Notary Public

My Commission Expires: January 20, 1998

STATE OF MISSOURI,    }  
County of Callaway    ) ss.

IN THE RECORDER'S OFFICE

I, Kenneth Dillon, Recorder of said County, do hereby certify that the within instrument of writing, was, at 10 o'clock and 40 minutes A.M., on the 10 day of Jan, A.D. 1995 duly filed for the record in my office, and is duly recorded in the records of this office, in Record Book 322 at page 930.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Fulton, Mo.

*Kenneth Dillon*  
Kenneth Dillon, Recorder

By \_\_\_\_\_, Deputy

## GENERAL WARRANTY DEED

149

This Indenture, Made on the 19<sup>th</sup> day of February A. D., 1976  
by and between Lloyd W. Hart and Margaret C. Hart, his wife,

of the County of Callaway, in the State of Missouri, parties of the First Part, and  
The Golden Village, Inc., a corporation  
Route 1, New Bloomfield, Missouri 65063  
of the County of Callaway, in the State of Missouri, party of the Second Part:

WITNESSETH, That the said parties of the First Part in consideration of the sum of  
Ten Dollars and other good and valuable considerations ~~XXXXXXX~~  
to them paid by the said party of the Second part, the receipt of which is hereby acknowledged,  
do, by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said  
party of the Second Part, its <sup>successors</sup> ~~heirs~~ and assigns, the following described lots, tracts or parcels of  
land lying, being and situate in the County of Callaway, State of Missouri to wit:

Part of Lot 1 in the Southwest Quarter of Section  
31, Township 46 N, Range 10 W, in the County of Callaway,  
Missouri, more particularly described as follows:

From the southwest corner of Lot 13 of Guthrie's  
Addition to the Town of New Bloomfield, Missouri; thence  
west 40 feet to the west line of said Guthrie's Addition;  
thence N 4° 08' W, along the west line of Guthrie's Addi-  
tion, 927.00 feet to the point of beginning for this  
description; thence continuing N 4° 08' W, along the west  
line of Guthrie's Addition 325.00 feet to the south line  
of a 30 foot Road; thence S 86° 10' W, along the south  
line of said Road, 667.50 feet to the Quarter Quarter  
Section Line; thence S 4° 20' E, along the Quarter Quarter  
Section Line 325.00 feet; thence N 86° 10' E, 666.33  
feet to the point of beginning. Containing in all, 5  
acres more or less.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and im-  
munities thereto belonging or in anywise appertaining, unto the said party of the Second Part and unto  
its <sup>successors</sup> ~~heirs~~ and assigns FOREVER, the said Lloyd W. Hart and Margaret C. Hart,  
his wife, hereby covenanting that they are lawfully  
seized of an indefeasible estate in fee in the premises herein conveyed; that they  
have good right to convey the same; that the said premises are free and clear of any incumbrances done or  
suffered by them or those under whom they claim and that they will  
warrant and defend the title to said premises unto the said party of the Second Part, and unto its  
<sup>successors</sup> ~~heirs~~ and assigns FOREVER, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the First Part h&E hereunto set their hands  
and seal, the day and year first above written.

Lloyd W. Hart (SEAL)

Margaret C. Hart (SEAL)

\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

STATE OF MISSOURI,  
County of Callaway } ss.

On this 19<sup>th</sup> day of February, 1976, before me personally appeared

Lloyd W. Hart

and Margaret C. Hart

his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal

at my office in New Bloomfield, Mo.  
the day and year first above written.

My term expires May 1, 1976

Ronald Schaefer

STATE OF MISSOURI,  
County of Cole } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared

to me known to be the person \_\_\_\_\_ described in and who executed the foregoing instrument and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed. And the said

further declares \_\_\_\_\_ to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal

at my office in \_\_\_\_\_  
the day and year first above written.

My term expires \_\_\_\_\_, 19\_\_\_\_.

149  
General Warranty Deed

FROM

Lloyd W. Hart

Margaret C. Hart

TO

THE GOLDEN VILLAGE, INC.

STATE OF MISSOURI,  
County of Callaway } ss.

I, Ronald Schaefer,  
Recorder of Deeds of said County, do hereby certify that the within instrument of writing was on the 19<sup>th</sup> day of February, 1976 at 9 o'clock and 45 minutes A. M., duly filed for record in this office, and is recorded in the records of this office in Book 204 at page 409.

Witness my hand and seal of said office in 204 XX Missouri, this 27<sup>th</sup> day of February, A. D. 1976.

Fulton

Ronald Schaefer Recorder.  
By Ernie K. Hughes Deputy.

Recorder's Fee, \$ \_\_\_\_\_ In Advance

This Deed should be promptly recorded, or the security may become worthless.

R. W. Cole