

Exhibit No.: _____
Issue: Impact on Farm Environment
Witness: Roseanne Meyer
Type of Exhibit: Rebuttal
Sponsoring Party: Randall and
Roseanne Meyer
Case No.: EA-2014-0207
Date Testimony Prepared: September 15, 2014

MISSOURI PUBLIC SERVICE COMMISSION

CASE NO. EA-2014-0207

REBUTTAL TESTIMONY OF

ROSEANNE MEYER

ON BEHALF OF

RANDALL AND ROSEANNE MEYER

September 15, 2014

1 **Q: What is your name?**

2 A: Roseanne Marie Meyer.

3 **Q: What is your occupation?**

4 A: Grain Merchandiser for AGRIServices of Brunswick.

5 **Q: What is your home address?**

6 A: 26647 Highway Y, Brunswick, Missouri, 65236.

7 **Q: What is your spouse's name?**

8 A: Randall Leon Meyer.

9 **Q: How long have you lived at this address?**

10 A: Randy and I moved here in May 1980.

11 **Q: Did you or Randy's family own this property prior to your occupancy?**

12 A: No

13 **Q: Why did you and Randy purchase this property?**

14 A: We were friends with our neighbor and they gave us first option on the 80 acre
15 farm. Randy and I felt it was a good investment to use for row crop farming or to graze
16 cattle. It had a lot of work to be done to the property to remove the old barn and house on
17 it and all of the fences and ponds had to be rebuilt.

18 **Q: Are you for or opposed to the application for a Certificate of Convenience by
19 Grain Belt Express Clean Line (GBE)?**

20 A: Randy and I are very much opposed to the Grain Belt Express Clean Line
21 transmission line and ask that you please **Deny** the Certificate of Convenience and
22 Necessity.

1 **Q: Why do you oppose GBE's transmission line?**

2 A: As a Fourth generation cattle farmer, we believe that it would violate our right to
3 farm, reduce property values far more than compensation, spoil our rural landscape,
4 create obstacles for raising our cattle herd, limit future land use and cause potential health
5 risks to our family and our livestock. The line creates obstacles and reduces the pasture
6 productivity.

7 **Q: What is the main reason for opposing this high voltage direct current**
8 **(HVDC) transmission line?**

9 A: We are strongly opposed to this project is because the piece of land this HDVC
10 transmission line will go across has been the location for my daughter and her family to
11 build a house on. Tiffany and her husband Matt live in New Jersey and wanted to move
12 back to Missouri someday. The proposed line would sit right where the existing utilities
13 were from the old homestead that was originally built. There is not any other suitable
14 placement for a home with this line running through this piece of property.

15 **Q: Where is the planned location for their future home?**

16 A: The home would be located in the Southeast corner of the parcel outlined in
17 yellow in Schedule RM-1.

18 **Q: Who provided this Preliminary Easement Sketch in Schedule RM-1?**

19 A: This document was provided by Grain Belt to our Attorney.

20 **Q: For how long have Tiffany and Matt been planning on moving back to**
21 **Missouri?**

22 A: It has been part of their plan before they got married in 2006.

1 **Q: Did they have a planned date when they were going to move back to**
2 **Missouri?**

3 A: No.

4 **Q: Will you be able to use that section of the parcel for some other purpose if**
5 **GBE locates the transmission line on your property as planned?**

6 A: No.

7 **Q: How will the transmission line affect the value of the property where the new**
8 **home would have been located?**

9 A: The land will be greatly discounted because no one would want to buy a parcel
10 for building a home when there is a transmission line in the back yard.

11 **Q: What will be the dollar amount of the reduction?**

12 A: I don't know how you would put a price on an undesirable piece of land.

13 **Q: What is the next reason for opposing the transmission line?**

14 A: We are also opposed to Clean Line's HVDC transmission line because it
15 threatens all Missouri landowners' private property rights with the threat of eminent
16 domain. Private landowners should not have to spend time and money to protect their
17 own property from a private company.

18 **Q: What do you think will happen if GBE is granted the Certificate of Necessity**
19 **and Convenience?**

20 A: If Clean Line is granted public utility status and they obtain the power of eminent
21 domain, you will open the door for other private companies to do the same. The
22 precedence of a private company using the eminent domain authority from the state

1 government sends the wrong signal to the private investment community that private
2 property rights are for sale to private corporations by our government. Right is
3 right and wrong is wrong and this project is just wrong.

4 **Q: What should government do about the use of private companies using**
5 **eminent domain to assist them in making a profit for their investors?**

6 A: There needs to be laws to protect landowners in cases of eminent domain or
7 regulatory abuse.

8 **Q: How will the transmission line affect your cattle operations?**

9 A: Our home is 400 yards south of the proposed route. This is where we do all of
10 our business for our farming operation. We are concerned about the ability to utilize
11 modern technology such as aerial application, reliable cell service, Internet service, and
12 GPS coordinates. These are all services we currently have and are part of our operation
13 and livelihood.

14 **Q: How will the transmission line affect aerial application?**

15 A: It will become a safety risk to the pilot with the fear of being blown into the lines.
16 The application service will have the right to decline spraying the field because of the
17 HDVC lines. They would have to fly parallel to the line and would not be able to fly
18 under it because of the swag in the line. The inability to have total or uniform aerial
19 spraying will cause a decrease in row crop production. The amount of decrease will
20 depend on several factors including the type of pest or weed control that is being
21 attempted through the spraying.

1 **Q: Are there any other reasons why you oppose the transmission line?**

2 A: Our scenic landscape would be visually denigrated forever. We would lose
3 our quality of lifestyle and lose the options for use of the land in the easement and farm.

4 **Q: When were you contacted by a GBE representative regarding the possibility**
5 **of their transmission line crossing your property?**

6 A: April 2014.

7 **Q: What did you discuss with the GBE representative?**

8 A: I believe that we discussed the project timing, easement agreement, and
9 compensation for the towers. I do not believe that we talked about crop loss.

10 **Q: Do you recall any discussion by the GBE representative why he or she was**
11 **not discussing compensation for crop loss?**

12 A: No.

13 **Q: Do you have any issues with GBE's process in determining the route for the**
14 **transmission line?**

15 A: We don't understand why the proposed line is bypassing a small private airport
16 that is no longer in use by a private individual that no longer flies.

17 **Q: What is the name of the airport?**

18 A: The farm where the airport is located goes by Shilo Farms or Blue Skies.

19 **Q: Do you know if the public can use this airport?**


20 A: The airport was used by a private individual (farmer and land owner) who landed
21 and took off on a grass runway. This was a hobby for him and not part of his livelihood.

1 Q: What is the name of the individual?

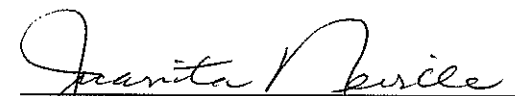
2 A: Robert Untemaehrer.

3 Q: Do you have any additional comments to add to your Testimony?

4 A: No.


Roseanne Meyer

In witness whereof, I have hereunto subscribed my name and affixed my official seal on
September 15, 2014.


NOTARY PUBLIC

My Commission Expires:
August 5, 2015

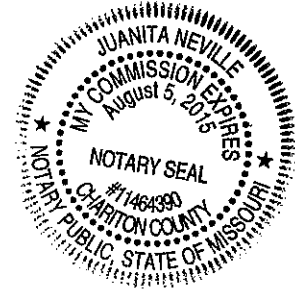
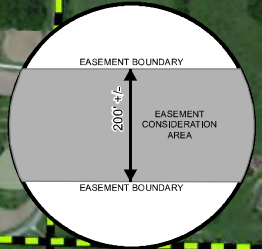


Exhibit "B": Preliminary Easement Sketch

Chariton County, MO

S25-R20W-T54N



Right-of-Way Length: 1590 Ft. +/-

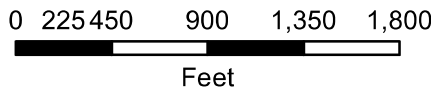
Date: 4/7/2014

Measurements pending final survey and engineering, for an easement not to exceed 200 feet in width.

For discussion purposes only. All measurements and distances are approximations and pending final survey and engineering.



1 in = 900 ft



Prepared by:



Contract Land Staff, LLC
2245 Texas Drive, Suite 200
Sugar Land, TX 77479

Legend

- Property Boundaries
- Section Boundaries
- Easement Consideration Area
- Adjacent Tracts

GRAIN BELT EXPRESS
CLEAN LINE

Randall L. Meyer

Schedule RM-1
Page 1 of 1

Tract No.: MO-CH-031.514

Date Revised: 4/7/2014

**Grain Belt Express Clean Line LLC
EASEMENT CALCULATION SHEET**

This Easement Calculation Sheet is made a part of that certain Transmission Line Easement Agreement ("Easement Agreement") granted by Landowner to Grain Belt Express Clean Line LLC ("Grain Belt").

Date 4/14/2014

Tract Number: MO-CH-031.514

Landowner Name: Randall L. Meyer

Permanent Easement	<u>150</u>	ft. (+/-)			
Total Footage	<u>1,590.44</u>	ft. (+/-)			
Land Use Footage					
<u>0.00</u>	<u>0.000000</u>	(+/- acres) X	<u>\$0.00</u>	=	<u>\$0.00</u>
<u>1590.44</u>	<u>5.476722</u>	(+/- acres) X	<u>\$2,500.00</u>	=	<u>\$13,691.80</u>
<u>0.00</u>	<u>0.000000</u>	(+/- acres) X	<u>\$0.00</u>	=	<u>\$0.00</u>
			"Total Easement Consideration"		<u>\$13,691.80</u>

The Total Easement Consideration shall be paid as follows:

(A) Initial Payment (20% of the Total Easement Consideration) \$2,738.36
AND

(B) Balance Due prior to the earlier of
(1) the date construction crews access the property to install structures or wires, or (2)
such date 07-01-2017, the "Easement Compensation Deadline" \$10,953.44

Easement Agreement Extension

Extension of Easement Compensation Deadline for 2-years (10% of the Total Easement Consideration) ("Extension Payment") \$1,369.18

- Δ Initial Payment is paid at time of grant of the Easement Agreement.
- Δ If, based on the final legal description, it is determined that the Permanent Easement width is greater or less than 150' and/or the linear footage is greater or less than as shown above, Grain Belt shall adjust the Balance Due such that the Total Easement Consideration is based on actual footage and width and calculated using the same formulas as set forth on this Easement Calculation Sheet.
- Δ Landowner acknowledges and agrees that Grain Belt is under no obligation to pay the Balance Due portion of the Total Easement Consideration and that if Grain Belt fails to do so on or before the Easement Compensation Deadline, subject to the cure provision in the Easement Agreement, the Easement Agreement shall terminate. Upon such a termination, Landowner shall retain the Initial Payment, and Grain Belt shall have no further obligation or other liability to Landowner.
- Δ Grain Belt has the right to extend the Easement Compensation Deadline for two additional years by payment of the Extension Payment to Landowner prior to the original Easement Compensation Deadline. All sums paid by Grain Belt for such extension shall be retained by Landowner and are non-refundable, but will be credited towards the Balance Due.

Acceptance

LANDOWNER: _____ **DATE:** _____

Grain Belt: _____ **DATE:** _____

GRAIN BELT EXPRESS CLEAN LINE LLC

STRUCTURE AND DAMAGES CALCULATION SHEET

This Structure and Damages Calculation Sheet is made a part of that certain Transmission Line Easement Agreement ("Easement Agreement") granted by Landowner to Grain Belt Express Clean Line LLC ("Grain Belt").

Date 4/14/2014

Tract Number: MO-CH-031.514 **Name** Randall L. Meyer

STRUCTURE PLACEMENT CALCULATIONS

- Δ Grain Belt will determine the final number of structures post construction.
- Δ Grain Belt will determine what type of structure will be utilized (lattice will be used only for turns, longer spans, and similar situations where specific engineering and environmental challenges are present).
- Δ Landowner will initial and select either Annual Payment Option* or One-time Upfront Payment**
- Δ In the event structures are placed on the property line, each parcel will receive one-half (50%) of the structure payment, regardless of the exact placement of the structure on the property line

<i>LO Initials</i>	<i>LO Initials</i>
Annual Payment Option _____	One-Time Upfront Payment _____

Annual Payment Option*

Lattice	[# of structures] _____	X	\$1,500.00	=	_____
					TBD
Monopole & Lattice Mast	[# of structures] _____	X	\$500.00	=	_____
					TBD

OR

Up-front Payment Option**

Lattice	[# of structures] _____	X	\$18,000.00	=	_____
					TBD
Monopole & Lattice Mast	[# of structures] _____	X	\$6,000.00	=	_____
					TBD

STRUCTURE PLACEMENT COMPENSATION

TBD

*Annual payments are due prior to December 31st during each calendar year structure(s) are located on Landowner's property, commencing with the year construction crews access the property to install structure(s) (the date of such first payment, the "Installation Payment Date"). Commencing on the first anniversary of the Installation Payment Date and continuing on each anniversary thereafter for so long as annual payments are due, annual payments shall be adjusted to increase such payment each year by two percent (2%).

** Upfront Payments are due prior to December 31st of the year construction crews access the property to install structure(s).

ADVANCE CROP DAMAGE CALCULATIONS

Grain Belt shall pay advance crop damage calculated on 1 year (aggregated loss 50 feet width X easement length) of anticipated disturbed lands by construction.

Crop Types	Price	Yield	Footage	Acres	Total
Corn (bushel)					
Soybeans (bushel)					
Other					

The advance crop payment for each disturbed crop type, if any, represents the anticipated loss due to construction. Such payment shall be calculated based on the type of crop planted or to be planted in the easement area during the year construction commences, using the most recent March 1st Chicago Board of Trade pricing + 10% and yields averaged from the previous (3) three years' yields + 10% according to the National Agricultural Statistic Services ("NASS") for the county.

In the event that landowner suffers crop damages during construction that are greater than the anticipated 50 feet as used in this calculation, Landowner may notify Grain Belt and Grain Belt will pay the additional damage based on the formula described above. Additionally, in the event of future crop damages as a result of Grain Belt's operations and maintenance, Grain Belt shall compensate Landowner for any such loss using the same formula described above.

To be Paid Prior to Date Construction Crews Access the Property to Install Structure(s) or Wires

ADVANCE CROP DAMAGES

Acceptance

LANDOWNER: _____

DATE: _____

Grain Belt: _____

DATE: _____