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MISSOURI PUBLIC SERVICE COMMISSION

CASE NO. EA-2017-0345

DIRECT TESTIMONY

OF

DOUGLAS J. BROWN

ON

BEHALF OF

AMEREN TRANSMISSION COMPANY OF ILLINOIS

**St. Louis, Missouri
September 2017**

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1 **I. INTRODUCTION AND WITNESS QUALIFICATIONS**

2 **Q. Please state your name, business address and current position.**

3 A. My name is Douglas (Doug) J. Brown. My business address is 2100 Bluestone
4 Drive, St. Charles, Missouri 63303. I am employed as Manager - Real Estate by Ameren
5 Services Company (Ameren Services). Ameren Services provides various corporate support
6 services for the operating subsidiaries owned by Ameren Corporation, including Ameren
7 Transmission Company of Illinois (ATXI).

8 **Q. Please summarize your professional experience and educational background.**

9 A. I have been employed by Ameren Services since June 2002. Prior to my
10 employment with Ameren Services, I was employed by Union Electric Company for 16 years. I
11 have held a managerial position in the Real Estate Department for 14 years. I have a Bachelor's
12 Degree in Business Administration, Marketing and Finance from the University of Missouri, St.
13 Louis.

14 **Q. What are your duties and responsibilities in your position?**

15 A. I am one of the individuals responsible for acquisition of right-of-way and for
16 providing other real estate services to ATXI. As my duties pertain to this case, I am responsible
17 for the acquisition of easements for right-of-ways and substation property for the Mark Twain
18 Transmission Project (Mark Twain or the Project) that will be constructed by ATXI.

1 **II. PURPOSE AND SCOPE**

2 **Q. What is the purpose of your testimony?**

3 A. The purpose of my testimony is to provide information regarding the acquisition
4 of the property rights needed to construct the Project, and ATXI's plans for addressing
5 landowner impacts associated with construction of the Project.

6 **Q. Are you sponsoring any schedules in support of your direct testimony?**

7 A. Yes. I am sponsoring **Schedule DJB-01** (photograph of existing monopoles), and
8 **Schedule DJB-02** (ATXI's Proposed Standards and Procedures for Construction, Repair and
9 Maintenance of Right-of-Way Mark Twain Project).

10 **III. REAL ESTATE ACTIVITIES**

11 **Q. What real estate services are required in connection with locating a new**
12 **electric transmission line and its related facilities?**

13 A. During the development of the route, the Real Estate Department at Ameren
14 Services provides comments to the responsible engineering project managers and assists with
15 public workshops and public outreach. Once the route is selected, we engage in the acquisition of
16 land rights and permits that are required for the new project through direct negotiations with
17 landowners and government agencies. We also serve as the point of contact for property owners
18 for the settlement or restoration of construction damages that may occur during the construction
19 phase of the project.

20 **Q. Has ATXI identified the landowners and other entities affected by the final**
21 **route for the Project?**

22 A. ATXI has identified the landowners affected by the new proposed route and is in
23 the process of identifying the electric and telephone lines of regulated and non-regulated utilities,

1 railroad tracks, and underground facilities that the proposed construction may cross, as required
2 by 4 CSR 240-3.105(1)(B)1.

3 **Q. Has ATXI involved the landowners along the final route for the Project?**

4 A. Yes. As discussed in the direct testimony of ATXI witness James (Jim) Jontry,
5 ATXI conducted a stakeholder and public input process after it announced the new proposed
6 route for the Project. Open houses were conducted in June 2017, and comments were solicited
7 from stakeholders during those open houses, personal meetings, and via the dedicated Project
8 website. Details of the route selection and public participation process are contained in Mr.
9 Jontry's direct testimony.

10 **Q. Have the property owners of the affected parcels along the Project route
11 been directly contacted by ATXI?**

12 A. For purposes of the project notification and public participation and routing
13 process, the landowners along the new proposed route (as well as those landowners who were to
14 be impacted by the initial proposed route) were specifically invited to participate in the public
15 input process as described in Mr. Jontry's direct testimony. During this process, ATXI sent
16 letters to the affected landowners (persons on whose property the new route would run) and non-
17 affected landowners (persons near the line, but on whose property the new route would not run),
18 giving them notice of the selection of the final route.

19 **Q. Please describe the land rights that ATXI will need to acquire to
20 accommodate the Project.**

21 A. Even though almost 100% of the proposed route will co-locate along existing
22 right-of-way, ATXI cannot rely upon the existing easements held by Northeast Missouri Electric
23 Power Cooperative (Northeast Power) or Union Electric Company d/b/a Ameren Missouri

1 (Ameren Missouri) in order to construct its line. Consequently, ATXI will need to acquire
2 easements, including all necessary and appurtenant land rights,¹ for approximately 96 miles of
3 the 345-kV transmission line. In addition, ATXI will need to acquire the new site for the
4 proposed Zachary Substation.²

5 **Q. How wide will the right-of-way need to be to accommodate the Project?**

6 A. As discussed by ATXI witness Dave Endorf, as designed, the proposed
7 transmission line for the 345-kV portion will generally require easements of 150 feet in width.
8 The Northeast Power line is located on a 150-foot easement, meaning that additional right-of-
9 way (i.e., easement area) will generally not be required. The Ameren Missouri 161-kV line
10 segment of the line, however, is located on a 100-foot easement; as a result, ATXI will need to
11 acquire an additional 50 feet in easement rights adjacent to existing right-of-way for that line
12 segment.

13 **Q. How will the easement dimensions be presented to landowners and recorded**
14 **with the county?**

15 A. Landowners will be provided a survey exhibit depicting the easement on and
16 across their property. This survey exhibit will be recorded at the county level, along with the
17 easement itself. On this Project, ATXI intends to use what is referred to as a State Plane
18 Coordinate Survey, as opposed to a survey that contains a meets and bounds description. This
19 type of survey generally calls out the centerline of the proposed easement and the distance from
20 the centerline to the edge of the easement boundary. Consistent with the condition that the
21 Commission ordered in the previous CCN case, this type of survey still shows the precise

¹ Including, for example, vegetation management rights, rights of ingress and egress, and the right to continue to maintain the line.

² ATXI has options-to-purchase agreement with the two landowners of the proposed Zachary Substation site.

1 dimensions of the permanent easement ATXI intends to acquire and can be used by landowners
2 to stake precise boundaries, etc. This survey clarification is the clarification mentioned by ATXI
3 witness Shawn Schukar in his direct testimony.

4 **Q. Are there any sections of the route where a right-of-way other than 150 feet**
5 **would be required for transmission line easements?**

6 A. In some instances, ATXI may require additional permanent or temporary access
7 or construction easements in excess of the 150-foot easement for the 345-kV line.

8 **Q. Can you give an example of the need for a temporary construction easement?**

9 A. In most instances, the permanent easement obtained by ATXI will provide
10 sufficient area for construction of the transmission line. As explained by Mr. Endorf, however,
11 during the installation of the wires, the construction contractor may have a need to set up
12 equipment outside the permanent easements ATXI obtains for the transmission line. Depending
13 on where this might occur, there may be a need to obtain temporary construction easements.

14 **Q. When would ATXI need additional access rights from landowners?**

15 A. In addition to the access rights granted by the landowner in the permanent
16 easement, temporary access rights may be needed during construction so that the necessary
17 equipment and materials may be brought in to construct the line if the right-of-way area granted
18 in the permanent easement is not sufficient. ATXI will work with individual landowners in good
19 faith to come up with access plans that provide the necessary access and that minimize the
20 impacts to the landowner.

21 **Q. How does ATXI intend to acquire the property rights it needs for the**
22 **Project?**

1 A. ATXI intends to acquire any needed property or other property rights, such as
2 permanent or temporary easements and any temporary access rights, through voluntary
3 negotiations. However, ATXI cannot rule out the possibility that eminent domain authority
4 would be exercised if our good faith efforts to negotiate the required easements prove
5 unsuccessful.

6 **Q. Please explain the process by which ATXI will negotiate the acquisition of the**
7 **necessary property or property rights.**

8 A. ATXI will make initial contact by written notice via United States Postal Service
9 to landowners along the new route regarding the purpose of the proposed acquisition and the
10 specific easement rights that ATXI seeks to acquire. Representatives of ATXI will, subsequent to
11 these written notices, contact landowners, in person if possible, and discuss the Project in detail,
12 including the scope of the proposed easement. ATXI's representatives will be available for
13 discussion and negotiations as required by each landowner. Should ATXI and the landowner not
14 be able to reach agreement for the purchase of the necessary property rights, ATXI will send by
15 certified or registered mail a written binding offer to the landowner that provides the landowner
16 an appraisal or an explanation with supporting financial data for ATXI's determination of the just
17 compensation for the property rights to be acquired. All acquisition efforts will be performed in
18 accordance with Missouri law.

19 **Q. You refer to the payment of just compensation to the landowner. Can you be**
20 **more specific?**

21 A. Just compensation is a legal concept under Missouri law. I can tell you that it is
22 ATXI's intent when acquiring easements to compensate the landowner 100% of the property's
23 value where the easement is sought, as if ATXI were purchasing the property outright (in fee)

1 even though much of the easement property is already subject to existing Northeast Power or
2 Ameren Missouri easements. However, the landowner will retain ownership of the property and
3 use of the easement property (except where the monopoles and their foundations are placed),
4 much as they did before under the existing transmission line.

5 **Q. Will the proposed transmission line interfere with the operation of any**
6 **public-use airports?**

7 A. The proposed transmission line will not interfere with any public-use airports. In
8 compliance with federal requirements, we plan to provide structure locations to the Federal
9 Aviation Administration (FAA).

10 **IV. SPECIFIC ISSUES RELATED TO EASEMENT ACQUISITION**

11 **Q. Describe your experience acquiring transmission line easements on farms**
12 **where crops are being raised?**

13 A. My fourteen years of experience acquiring electric transmission line easements
14 has involved acquisition of easements (on behalf of Ameren Services and its operating
15 companies) on farms where crops are being raised. Over that time, I have led twelve major
16 projects consisting of the acquisition of hundreds of easements.

17 **Q. In your experience, what is the impact to the ability to farm within the area**
18 **outside of the easement area?**

19 A. There should be no impact on farming operations outside the easement area
20 which, for purposes of this Project, would be the area outside the 150-foot-wide strip along the
21 345-kV corridor. Landowners retain all rights not inconsistent with the existence of the
22 easement, including the right to farm outside of the easement area, just as they have done in the
23 past with the easements given for the existing 161-kV transmission lines. The existence of the

1 transmission line should not affect their ability to farm, or their yields for that matter. In the very
2 rare circumstance that ATXI would need to use land outside of the easement area (say to access
3 the line under emergency conditions), affected landowners will be compensated for any and all
4 damage, including any crop loss.

5 **Q. In your experience, what is the impact to the ability to farm within the**
6 **easement area?**

7 A. There is minimal impact on farming operations within the easement area. Farmers
8 can continue to use the land under the transmission lines. As Mr. Endorf testifies, the monopole
9 design allows for farming up to the base of each structure foundation, which is generally 7 to 10
10 feet in diameter. In addition, the average length of the spans of 900 feet between structures, and
11 the absence of guys and anchors, all limit the amount of land taken out of production. Attached
12 as **Schedule DJB-01** is a photograph of existing monopole structures from the Illinois Rivers
13 transmission line project located in Marion County. That photograph demonstrates a farmer's
14 ability to farm up to the foundation of the monopoles used for that project, which are very similar
15 to those that will be used on the Mark Twain Project. Accordingly, the replacement of the
16 existing H-frame structures with monopole structures will result in less impact on farming
17 operations.

18 **Q. Above, you reference the retention of rights not inconsistent with the**
19 **existence of the easement. What activities are inconsistent? In other words, what will**
20 **landowners not be able to do?**

21 A. Although this is determined more accurately on a case-by-case basis, the
22 easement will generally prohibit the construction of permanent structures within the easement
23 area.

1 **Q. Do you have any experience with purchasing transmission line easements on**
2 **land in the federal Conservation Reserve Program (CRP)?**

3 A. Yes, we have acquired easements over CRP land. ATXI works with property
4 owners to address the details of the existing CRP agreements so that the property owners can
5 comply with their CRP agreements.

6 **Q. Do you have experience acquiring transmission line easements on farms**
7 **where livestock is raised or grazing activities are taking place?**

8 A. Yes. The experience I previously described in acquiring electric transmission line
9 easements involving farms where crops are being raised would also apply to acquiring
10 transmission line easements on farms where livestock is raised or grazing activities are taking
11 place. This is an activity that we see in any transmission project in Missouri and Illinois.

12 **Q. In your experience, what is the impact of transmission facilities on the ability**
13 **to engage in livestock and grazing activities within the easement area?**

14 A. The impact is minimal. It is quite common for grazing and other livestock
15 activities to co-exist around transmission line structures—in fact, farmers currently engage in
16 livestock and grazing activities within the easements of the existing 161-kV transmission
17 corridors. Again, the monopole design associated with this Project further enhances that co-
18 existence, as there are no guy wires or anchors that would impact access to the easement area or
19 a landowner's ability to mow for example—an improvement over the existing 161-kV
20 transmission structures. I would also note that we have experience in working with farmers and
21 ranchers to accommodate their livestock during the construction phase of the Project. ATXI will
22 commit to coordinate its work schedule with that of the landowners. If necessary for
23 construction, ATXI will reimburse landowners for their time required to move livestock from

1 one location to another. In the past, we have also installed temporary fences or gates to keep
2 livestock out of the construction area.

3 **Q. Will the construction of the proposed 345-kV transmission line remove**
4 **agricultural land from cultivation?**

5 A. No agricultural land will be permanently removed from cultivation other than the
6 area of the footprint of the foundations of the structures which, as Mr. Endorf indicates in his
7 testimony, will have a diameter of 7 to 10 feet. This means that less than one acre of actual
8 farmland will be taken out of production. The construction of single shaft steel poles with no
9 down guys and anchors will help reduce the amount of land removed from cultivation. For
10 landowners, the majority of their easement area will only have overhanging wires.

11 **Q. You have just discussed issues related to construction of the transmission**
12 **line. How does ATXI plan to address construction damages to the property of each owner?**

13 A. ATXI will notify each landowner prior to commencement of construction, and
14 ATXI will assess each property for damages caused during construction. Each landowner will be
15 provided contact information for an ATXI representative to report damages. ATXI will restore
16 property damaged during construction or will compensate the landowner for the damage.

17 **Q. Are there provisions in the easements that ATXI will acquire that facilitate**
18 **vegetation management practices to protect reliability of the line?**

19 A. Yes, the standard easement that ATXI will utilize contains language to allow for
20 trimming or removal of trees and shrubs along the easement strip and maintenance of the
21 transmission line.

22 **Q. In ATXI's original application for a CCN in Case No. EA-2015-0146, you**
23 **sponsored a document titled "ATXI's Proposed Standards and Procedures for**

1 **Construction, Repair and Maintenance of Right-of-Way Mark Twain Project,” in which**
2 **ATXI committed to adhere to certain standards and procedures related to construction of**
3 **the Project. Is ATXI willing to abide by those standards and procedures for the Mark**
4 **Twain transmission project in its newly-proposed location?**

5 A. Yes. Attached as **Schedule DJB-02** is “ATXI's Proposed Standards and
6 Procedures for Construction, Repair and Maintenance of Right-of-Way Mark Twain Project,” a
7 document identical to the one offered by ATXI in Case No. EA-2015-0146. The document
8 addresses the standards and procedures that ATXI will adhere to during construction and through
9 the completion of clean-up of the right-of-way, as well as landowner communication issues,
10 activities during the maintenance and repair phases of the Project, and ATXI’s commitment to
11 ensure that we will be responsible for all injuries and damages that we cause.

12 **Q. Please provide an overview of the commitments ATXI has made to**
13 **landowners in Schedule DJB-02 regarding the practices it will utilize during construction?**

14 A. The proposed standards and practices governing construction of the line generally
15 include, but are not limited to, the following commitments:

- 16 • ATXI will provide landowners with contact information of a designated
17 representative who will be on-site or in the vicinity of the route to address
18 landowner concerns and questions before, during and after construction;
- 19 • ATXI will provide landowners a minimum of 24-hours’ notice prior to the
20 beginning of construction;
- 21 • Where removal of trees is necessary, ATXI will coordinate with the
22 landowner for the removal and disposition of trees;

- 1 • ATXI will return disturbed areas of non-crop producing land to its native plant
2 mix unless the landowner instructs otherwise;
- 3 • ATXI will utilize best management practices to minimize erosion during
4 construction;
- 5 • ATXI will securely close gates after use and otherwise secure gates and fences
6 against the escape of livestock;
- 7 • ATXI will use reasonable efforts to repair, replace, or pay to repair or replace
8 damaged private property within 45 days following construction;
- 9 • To minimize soil compaction and rutting, ATXI will deep rip to a depth of 18
10 inches all cropland and to a depth of 12 inches all pasture and hayland
11 traversed by construction equipment, unless otherwise specified by the
12 landowner;
- 13 • ATXI will apply fertilizer and lime to land disturbed by construction to restore
14 soil fertility and enhance establishment of vegetative cover;
- 15 • ATXI will remove all construction materials from landowners' property
16 following construction;
- 17 • ATXI will remove excess soil displaced by foundation and support structures;
18 and
- 19 • ATXI contractors will be required to maintain \$1 million in liability coverage
20 to respond to damage claims of landowners.

21 **Q. Would you also provide an overview of the commitments ATXI has made to**
22 **landowners in Schedule DJB-02 regarding maintenance of the transmission line once**
23 **constructed?**

- 1 A. Regarding maintenance of the line, ATXI commits to the following:
- 2 • Contact landowners prior to entry on right-of-way on their property during
- 3 future maintenance and repair activities;
- 4 • Correct damage to private property associated with future maintenance
- 5 and repair activities;
- 6 • Contractors will employ a certified arborist as a general foreman during
- 7 right-of-way vegetation management activities;
- 8 • If herbicides are used during vegetation management activities, use only
- 9 EPA-registered herbicides and strictly comply with labeling directions;
- 10 • To the extent possible, routine maintenance activities will not be planned
- 11 during wet conditions so as to minimize rutting;
- 12 • Use existing access roads to access right-of-way wherever possible;
- 13 • Meet with any landowners who wish to discuss ATXI's vegetation
- 14 management activities on their property and follow landowner wishes
- 15 regarding the use of herbicides; and
- 16 • Indemnify landowners against claims and damages arising from
- 17 construction, maintenance, repair and use of the transmission line that are
- 18 caused by the negligence or willful misconduct of ATXI, its employees,
- 19 and its contractors.

20 **Q. In addition to the specific commitments set out in Schedule DJB-02, will**

21 **ATXI respond to individual concerns of landowners with regard to the construction and**

22 **maintenance of the line?**

1 A. Yes. ATXI is committed to work with landowners to address individual issues or
2 concerns and will seek in good faith to resolve these issues and concerns as much as practicably
3 possible.

4 **V. REAL ESTATE ACTIVITIES: MAYWOOD TO ZACHARY**

5 **Q. How many parcels of property and landowners will be affected along the**
6 **Maywood to Zachary segment of the final route?**

7 A. Approximately 280 parcels of property will be affected³ along the Maywood to
8 Zachary segment of the final route, affecting approximately 175 landowners. Nearly all of these
9 landowners are already subject to existing transmission line easements. ATXI will need to
10 acquire easements, including all necessary and appurtenant land rights for this approximately 65-
11 mile long segment of the Project (approximately 58 miles of which will be co-located with the
12 Northeast Power line and approximately 7 miles of which will be co-located with existing
13 Ameren Missouri facilities). I discuss the portion to be co-located with the Ameren Missouri
14 facilities below in the “Connector Line” section.

15 **Q. How many acres of land will be involved in the easement acquisition process**
16 **for the Maywood to Zachary segment?**

17 A. The total easement area for the Maywood to Zachary segment of the final route
18 will contain approximately 1,172 acres. Please note that these acreages do not include permanent
19 access, temporary access, or temporary construction easements.

³ By affected, I mean located within the 150-foot right-of-way such that property rights will be required and requested. I use this common definition throughout.

1 **VI. REAL ESTATE ACTIVITIES: ZACHARY SUBSTATION**

2 **Q. How many parcels of property and landowners were affected by the Zachary**
3 **Substation?**

4 A. Two parcels of property will be affected due to the construction of the Zachary
5 Substation. ATXI has acquired options to purchase the necessary real estate and will acquire fee
6 title ownership of the 54.4 acres needed for the substation from these landowners.

7 **VII. REAL ESTATE ACTIVITIES: CONNECTOR LINE**

8 **Q. How many parcels of property and landowners will be affected along the**
9 **connector line between the Maywood Switching Station and its connection with the**
10 **Northeast Power 161-kV line?**

11 A. Approximately 16 landowners and 19 parcels of property will be affected by the
12 connector line between the Maywood Switching Station and the line's connection with Northeast
13 Power's line. Of these parcels, only one parcel does not contain existing right-of-way.⁴ A portion
14 of the connector line between the Maywood Switching Station and the Northeast Power 161-kV
15 line will be co-located with a line owned and operated by Ameren Missouri, and ATXI will need
16 to acquire an additional 50 feet of right-of-way for that co-located portion. ATXI will need to
17 acquire easements, including all necessary and appurtenant land rights, for this approximately 7-
18 mile long segment of the Project.

19 **Q. How many parcels of property and landowners will be affected along the**
20 **connector line between the Northeast Power line and its connection with the Zachary and**
21 **Adair substations?**

⁴ ATXI is discussing with landowners the best way to place structures at the intersection of the existing Ameren Missouri and Northeast Power lines. Depending on how those landowner-specific discussions progress, ATXI may need to acquire new right-of-ways with these [one or two] landowners.

1 A. Because the new route co-locates with the existing Northeast Power line into the
2 Adair Substation, which is adjacent to the new location of the Zachary Substation, the connection
3 between the Zachary and Adair substations will be located on property to be owned by ATXI and
4 already owned by Ameren Missouri.

5 **VIII. REAL ESTATE ACTIVITIES: ZACHARY TO IOWA STATE LINE**

6 **Q. How many parcels of property and landowners will be affected along the**
7 **Zachary-to-Iowa segment of the final route?**

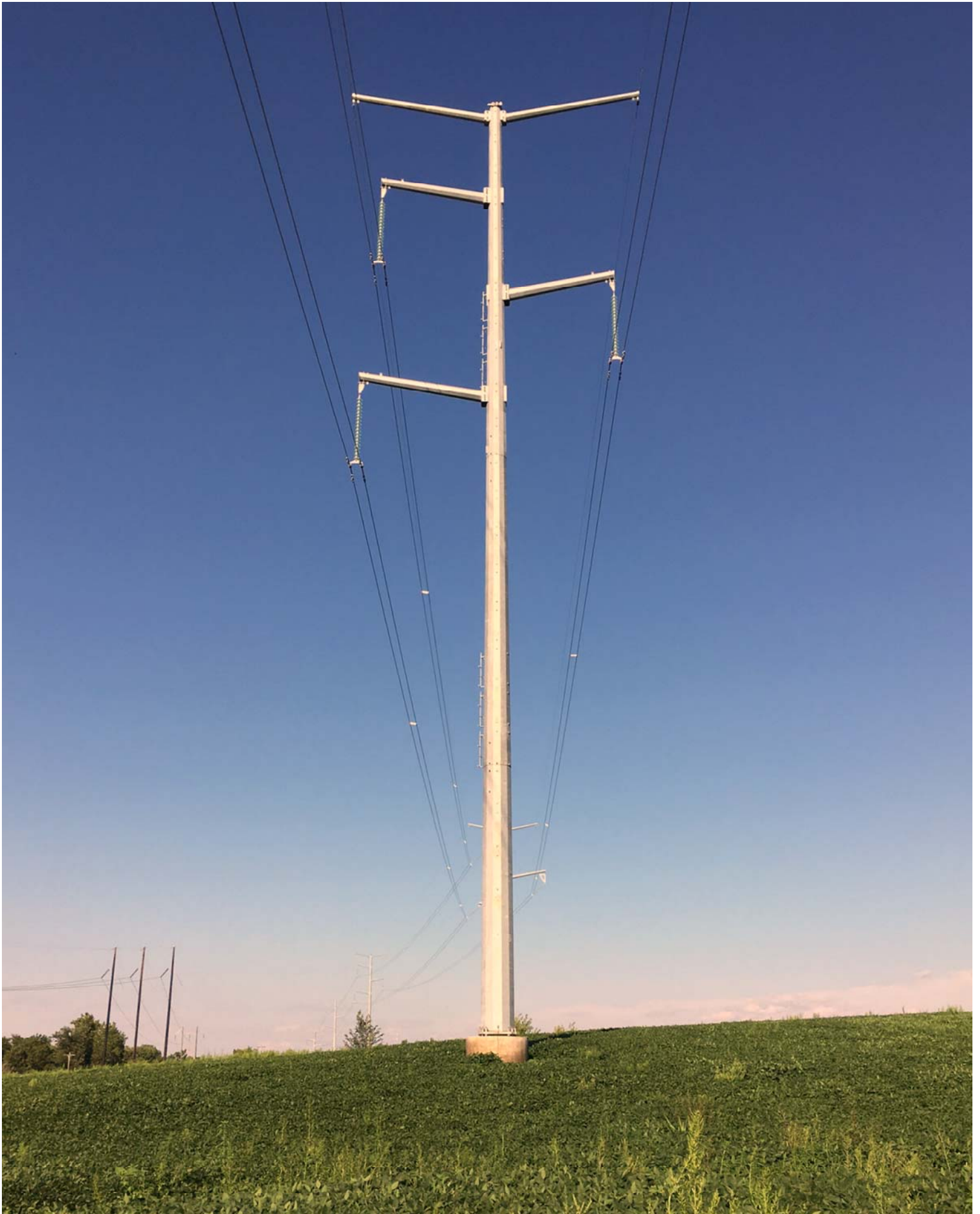
8 A. Approximately 125 parcels of property will be affected along the Zachary-to-Iowa
9 segment of the final route. Of these parcels, 123 are subject to existing right-of-way for the
10 Ameren Missouri 161-kV line, affecting approximately 92 landowners. Although an additional
11 50 feet of right-of-way, adjacent to the existing 100-foot right-of-way, will be required on this
12 segment, it is not anticipated that any new parcels or landowners will be affected because the
13 additional rights-of-way will be acquired from landowners who already have granted easements
14 for the Ameren Missouri 161-kV line. ATXI will need to acquire easements, including all
15 necessary and appurtenant land rights for this approximately 31-mile long segment of the
16 Project.

17 **Q. How many acres of land will be involved in the easement acquisition process**
18 **for the Zachary to Iowa segment of the Project?**

19 A. The total easement area for the Zachary to Iowa segment of the final route will
20 contain approximately 567 acres, although only 17 acres of the easement will involve property
21 not already subject to an existing Ameren Missouri easement. Please note that these acreages do
22 not include permanent access, temporary access, or temporary construction easements.

23 **Q. Does this conclude your direct testimony?**

1 A. Yes, it does.



Schedule DJB-01

ATXI's Proposed Standards and Procedures for Construction, Repair and Maintenance of Right-of-Way Mark Twain Project - Schedule DBR-SR2

Applicability

The following standards and procedures apply to construction, maintenance and repair activities occurring partially or wholly on privately owned agricultural land affected by the activities of Ameren Transmission Company of Illinois ("ATXI") as part of the Mark Twain Project ("Project"). They do not apply to such activities occurring on highway or railroad right-of-way or on other publicly owned land. ATXI will, however, adhere to the standards relating to the repair of drainage tile (identified below) regardless of where drainage tile is encountered. To the extent the standards and procedures conflict with an easement or other right-of-way agreement as between ATXI and the landowner, the language in the easement or other agreement shall govern.

All standards and procedures are subject to modification through negotiation by landowners and a designated representative of ATXI, provided such changes are negotiated in advance of any construction, maintenance or repairs.

ATXI will implement the standards and procedures to the extent that they do not conflict with the requirements of any applicable federal, state, or local rules, regulations, or other permits that apply to the Project. If any standard or procedure is held to be unenforceable, no other provision shall be affected by the holding, and the remaining standards and procedures shall remain in effect.

Right-of-Way Acquisition

Every landowner from whom ATXI requires an easement or other right-of-way agreement will be contacted personally, and ATXI will negotiate with each such landowner in good faith on the terms and conditions of the easement or agreement, its location, and compensation therefor. For easements, landowners will be shown a specific, surveyed location for the easement and be provided ATXI's standard template.

ATXI's right-of-way acquisition policies and practices will not change regardless of whether ATXI does or does not yet possess a Certificate of Convenience and Necessity from the Commission.

Construction and Clearing

Prior to construction, ATXI will notify all landowners in writing of the name and telephone number of ATXI's designated representative so that they may contact the designated representative with questions or concerns before, during, or after construction, including, but not limited to concerns over inferior work being performed on the landowner's property. Such notice will also advise the landowners of the expected start and end dates of construction on their properties. Landowners will be contacted in person, by phone and/or in writing at least 24 hours prior to the beginning of construction and provided a name and phone number of an Ameren Services real estate employee or contractor to contact if they have any questions or concerns. Following construction, landowners will be contacted to settle crop, land restoration, or other damages.

1. Prior to construction, ATXI's designated representative will personally contact each landowner (or at least one owner of any parcel with multiple owners) to discuss access to the right-of-way on their parcel and any special concerns or requests about which the landowner desires to make ATXI aware.
2. During construction, and through the completion of clean up of the right-of-way, ATXI's designated representative will be on-site, meaning at or in the vicinity of the route, or on-call, to respond to landowner questions or concerns.
3. If trees are to be removed from privately owned land, ATXI or their representative will consult with the landowner to see if there are trees of commercial or other value to the landowner. If there are trees of commercial or other value to the landowner, ATXI will allow the landowner the right to retain ownership of the trees with the disposition of the trees to be negotiated prior to commencement of land clearing, such negotiation to include a reasonable period of time in advance of construction for landowner to harvest any timber the landowner desires to harvest and sell. If requested by the landowner, ATXI will cut logs 12" in diameter or more into 10 to 20 foot lengths and stack them along the edge of the right-of-way for handling by the landowner. ATXI's intent is to mulch or windrow trees and brush of no value on site; however, it will follow the landowner's desires, if reasonable, regarding the disposition of trees and brush of no value to the landowner by windrowing, burial, chipping or complete removal of affected property.
4. Stumps will be cut as close to the ground as practical, but in any event will be left no more than 4" above grade as terrain allows.

5. Unless otherwise directed by the landowner, stumps will be treated to prevent regrowth.

6. Unless the landowner specifically states that he does not want the area seeded, disturbed areas in non-crop producing land will be restored using a native plant mix consisting of native grasses and forbs. Deep-rooted native species will be used based on their abilities to enhance wildlife, soil permeability, pollutant filtering, and their reduced needs for fertilizer, herbicides, irrigation, and mowing. In addition, the native grasses and forbs will be selected for the region and site conditions. Before seeding the disturbed areas will be prepared to allow for good seed to soil contact to promote seed-germination and early growth. The native seed mix will be applied with any needed soil amenities and a cover crop consisting of oats or winter wheat depending on the time of year the seed is applied. The seeded area will be covered to protect the seed from being dislodged by storm events or erosion. Seeding cover may include crimped straw, erosion blanket, spray on erosion control products, or other methods depending on slopes or existing erosion conditions. Final restoration activities will be considered achieved when 70% or greater of the restored area has established permanent (not cover crop) vegetation with no large barren areas.

7. Best management practices will be followed to minimize erosion, with the particular practice employed at given location depending upon terrain, soil, and other relevant factors.

8. Gates will be securely closed after use.

9. Should ATXI damage a gate, ATXI will repair that damage.

10. If ATXI installs a new gate, ATXI will either remove it after construction and repair the fence to its pre-construction condition, or will maintain the gate so that it is secure against the escape of livestock.

11. ATXI will utilize design techniques intended to minimize corona.

12. Should a landowner experience radio or tv interference issues believed by the landowner to be attributed to ATXI's line, ATXI will work with the landowner in good faith to identify if ATXI is the root cause of the problem, and if so to attempt to resolve the issue.

13. If tiling is practiced in the area where a transmission line is to be constructed, ATXI will send a letter to all landowners to request information as to whether support structure locations will interfere with any drainage tile.

If ATXI is advised of possible drainage tile interference with a support structure location, then ATXI will conduct an engineering evaluation to determine if the support structure can be relocated to avoid interference with the tile. ATXI will make its best efforts to relocate the support structure if the engineering integrity of the electric transmission line can be maintained.

If the tile is intercepted and needs to be relocated, ATXI shall negotiate a relocation agreement with landowner. In no case shall the length of the rerouted tile exceed 125% of the length of original tile line that will be replaced.

If the tile line is intercepted and repair is necessary, such repair shall be performed in accordance with local requirements (if any), and if no requirements are available, ATXI shall reference the USDA Natural Resources conservation Service Conservation Practice Standard document, "SUBSURFACE DRAIN"- CODE 606, to aid in the repair of the damaged tile.

14. ATXI will make every reasonable effort to repair, replace, or pay to repair or replace damaged private property within 45 calendar days, weather and landowner permitting, after the transmission line has been constructed across the affected property. If the landowner is paid for any work that is needed to correct damage to his/her property, ATXI will pay the ongoing commercial rate for such work. After construction is completed, ATXI will make reasonable efforts to contact each landowner personally to ensure construction and clean-up was done properly, to discuss any concerns, and to settle any damages that may have occurred. ATXI will restore all disturbed slopes and terraces to their original condition following construction.

15. In order to minimize the impact of soil compaction and rutting, ATXI, unless the landowner opts to do the restoration work, will deep rip to a depth of 18 inches all cropland, which has been traversed by construction equipment, unless the landowner specifies other arrangements that are acceptable to ATXI.

ATXI will deep rip to a depth of 12 inches all pasture and hayland that has been traversed by construction equipment to alleviate compaction impacts, unless the landowner specifies other arrangements that are acceptable to ATXI.

ATXI will deep rip or pay to have deep ripped all compacted and rutted soil, weather and landowner permitting, after the transmission line has been constructed across any affected property.

16. If desired by the landowner, ATXI will agree to apply fertilizer and lime to land disturbed by construction, weather permitting, within a mutually agreed period following the completion of final construction to help restore the fertility of disturbed soils and enhance the establishment of a vegetative cover to control soil erosion.

17. ATXI will remove from the landowner's property all material that was not there before construction commenced and which is not an integral part of the transmission line. (Note: Such material to be removed would also include litter generated by the construction crews).

18. ATXI will work with landowners to prevent or correct excessive erosion on all lands disturbed by construction. ATXI will use all reasonable efforts to ensure that erosion control measures are implemented, or pay the landowner to do so, within 45 days, weather and landowner permitting, following the construction of the transmission line across any affected property subject to erosion.

19. Excess soil material will be generated from the area displaced by the foundation for the support structures. ATXI will remove the excess soil material in tillable and pasture lands.

20. All ATXI contractors will be required to carry and maintain a minimum of one million dollars of liability insurance available to respond to damage claims of landowners. All contractors will be required to respond to any landowner damage claims within 24 hours. All contractors will be required to have all licenses required by state, federal, or local law.

Maintenance and Repair

1. With regard to future maintenance or repair and right-of-way maintenance after construction is completed, ATXI will make reasonable efforts to contact landowners prior to entry onto the right-of-way on their property to advise the landowners of ATXI's presence, particularly if access is near their residence.

2. ATXI will remain liable to correct damages to private property beyond the construction of the transmission line, to associated future construction, maintenance, and repairs as well.

3. All right-of-way vegetation management line clearance contractors will employ a general foreman who is a certified arborist.

4. If herbicides are used, only herbicides registered with EPA and any applicable state authorities will be used, and herbicides will be used in strict compliance with all labeling directions.

5. To the extent maintenance outage availability permits, routine maintenance will not be planned during wet conditions so as to minimize rutting.

6. Existing access roads will be used to access the right-of-way wherever available.

7. Prior to commencing any scheduled vegetation management on the right-of-way, ATXI or an ATXI representative, upon request, will meet personally with all landowners who wish to discuss ATXI's vegetation management program and plans for their property

and to determine if the landowner does or does not want herbicides used on their property. If the landowner does not want herbicides used, they will not be used.

Indemnity

ATXI will indemnify all owners of agricultural land upon which such transmission line is installed, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the construction, maintenance, removal, repair, and use of such transmission line, whether heretofore or hereafter installed, including damage to such transmission line or any of its appurtenances, to the extent such claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or willful misconduct of ATXI, its employees, agents or contractors.