

Exhibit No.:  
Issue(s): Real Estate  
Witness: Craig Hiser  
Type of Exhibit: Direct Testimony  
Sponsoring Party: Ameren Transmission  
Company of Illinois  
File No.: EA-2021-0087  
Date Testimony Prepared: April 28, 2021

**MISSOURI PUBLIC SERVICE COMMISSION**

**FILE NO.**

**EA-2021-0087**

**DIRECT TESTIMONY**

**OF**

**CRAIG HISER**

**ON**

**BEHALF OF**

**AMEREN TRANSMISSION COMPANY OF ILLINOIS**

**St. Louis, Missouri  
April 28, 2021**

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**DIRECT TESTIMONY**

**OF**

**CRAIG HISER**

**FILE NO. EA-2021-0087**

1           **I. INTRODUCTION AND WITNESS QUALIFICATIONS**

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

3           A. My name is Craig Hiser. I work for Ameren Services Company (“Ameren  
4 Services”) located at 500 East Broadway, East St. Louis, Illinois 62201.

5           **Q. What is your position with Ameren Services?**

6           A. I am employed by Ameren Services as a Real Estate Supervisor in the Real Estate  
7 Department. In this role, I help coordinate and manage real estate issues connected to transmission  
8 line and substation development projects on behalf of Ameren Corporation’s (“Ameren’s”) transmission-owning entities, including Ameren Transmission Company of Illinois (“ATXI”).

9  
10           The Ameren Services Real Estate Department provides, among other services: (a) feedback  
11 on transmission line and substation routing and siting; (b) assistance and planning for public  
12 workshops and public outreach related to such construction; (c) acquisition of land rights and  
13 permits required for transmission line and substation construction through direct negotiations with  
14 landowners and agencies; and (d) settlement or restoration of construction damages that may occur  
15 during transmission line construction.

16           **Q. Please describe your educational background and employment experience.**

17           A. My background and employment history are summarized in an Appendix attached  
18 to this testimony.

19           **Q. Have you previously provided testimony before the Missouri Public Service  
20 Commission?**

21           A. No, I have not. I have testified before the Illinois Commerce Commission.

22           **Q. Are you familiar with the Transmission Line that ATXI proposes in its Petition  
23 in this proceeding?**

1           A.     Yes, ATXI requests a Certificate of Convenience and Necessity (“CCN”)
2 authorizing it to construct, operate and maintain an approximately 15-mile, 138 kilovolt
3 transmission line (“Transmission Line”) and a substation in Cape Girardeau County (“Whipple
4 Substation”) to improve energy reliability in Perry and Cape Girardeau Counties, Missouri (the
5 “Project”) and surrounding areas. The Project is a part of a larger development plan in cooperation
6 with Citizens Electric Cooperative (“Citizens”) and the Wabash Valley Power Alliance (“Wabash
7 Valley”), referred to herein as the “ATXI-Wabash Development.” The Transmission Line will
8 connect two new substations: the Whipple Substation in Cape Girardeau County, to be owned by
9 ATXI, and the new Wittenberg Substation in Perry County, to be owned by Wabash Valley. The
10 Whipple Substation will be adjacent to an expanded Wabash Valley Trail of Tears substation (the
11 “New TOT Substation”). While outside of the scope of the Project and the Petition, Wabash Valley
12 will also construct one additional line, approximately 1-2 miles in length, that will connect the
13 expanded New TOT Substation to Wabash Valley’s Charmin Bulk Substation.

14           **Q.     What is the purpose of your direct testimony in this proceeding?**

15           A.     The purpose of my testimony is to discuss real estate matters related to the Project.
16 Specifically, I explain the real property rights that ATXI needs to acquire to construct the Project,
17 the status of land right acquisitions, the potential impact of construction of the Project on real
18 estate, and how ATXI will mitigate any negative impacts. I will further outline the process that
19 ATXI goes through in the acquisition of right-of-way, including ATXI’s efforts to obtain voluntary
20 easements through good faith negotiations associated with transmission line projects such as the
21 Project.

22           **Q.     Are you sponsoring any schedules with your testimony?**

23           A.     Yes, I am sponsoring the following:

- 1           • Schedule CH-01 – Legal Description of Proposed Route
- 2           • Schedule CH-02 – Example Easement Agreement
- 3           • Schedule CH-03 – ATXI Standards and Procedures

4                           **II.     LAND RIGHTS NECESSARY FOR THE PROJECT**

5           **Q.     Where does ATXI plan to construct the Project?**

6           A.     ATXI proposes to construct the Whipple Substation adjacent to the Wabash  
7 Valley’s Trail of Tears Substation located in Cape Girardeau, Missouri. ATXI proposes to  
8 construct the Transmission Line between the Whipple Substation and Wabash Valley’s Wittenberg  
9 Substation located in Perry County, Missouri as depicted in Dan Schmidt’s direct testimony and  
10 Mr. Schmidt’s Schedule DS-01. Prior to construction, ATXI will request from most landowners  
11 an easement that is 125 feet wide. That is the standard width required to accommodate the line  
12 design described in further detail in the direct testimony of Jessica Timmermann (initial 138 kV  
13 with the potential future addition of a 345 kV circuit). Schedule CH-01, attached to my direct  
14 testimony, contains legal descriptions for the Proposed Route. The right-of way for the Proposed  
15 Route is approximately 15 miles long.

16           **Q.     What land rights will ATXI need to construct the Project?**

17           A.     As indicated above, regarding the Transmission Line, ATXI will request a  
18 permanent easement from most landowners that is 125 feet wide. This means ATXI will request  
19 easements totaling approximately 229 acres for the Proposed Route if the Commission approves  
20 that route. ATXI will obtain real estate rights from Wabash Valley sufficient to construct, own  
21 and operate the Whipple Substation.

22           **Q.     Why will ATXI request 125-foot-wide easements?**

1           A.     ATXI will request a 125-foot-wide right-of-way to accommodate the Transmission  
2 Line's initial 138 kilovolt circuit and the potential future 345 kV circuit and ensure that all  
3 applicable clearance requirements and standards are met, as further explained by ATXI witness  
4 Jessica Timmermann.

5           **Q.     Will ATXI request less than 125-foot-wide rights of way for any portions of**  
6 **the Transmission Line?**

7           A.     It is possible that the portions of the Transmission Line that parallel an existing 69  
8 kV transmission line owned by Wabash Valley will be able to overlap a portion of the existing  
9 right of way to reduce the total amount of new right of way required. Whether this is possible and  
10 the amount of overlapping right of way that is feasible will be based on parcel-specific geography  
11 and final design. The maximum overlap would be approximately 35 feet.

12           **Q.     Will ATXI need any other land rights to construct the Project?**

13           A.     It may. ATXI will need to obtain land rights from Wabash Valley for the Whipple  
14 Substation, as discussed above. Additionally, during installation of the Transmission Line, ATXI  
15 may require temporary construction easements to set-up its equipment outside the 125-foot-wide  
16 right-of-way. If ATXI needs such easements, they would be up to an additional 150 feet in width.  
17 ATXI will also need access rights of ingress and egress for construction and future maintenance  
18 of the line.

19           **Q.     Will ATXI need access to maintain vegetation near the Transmission Line?**

20           A.     Vegetation management is necessary to ensure the reliability of the Transmission  
21 Line and for public safety. The Company's standard easement, which ATXI will use to acquire  
22 easement rights for the Transmission Line, contains language that allows ATXI access to trim and  
23 remove trees and shrubs on the easement to maintain its transmission lines. It also allows ATXI

1 to remove trees adjacent to the easement to the extent such trees present some structural defect and  
2 are tall enough to impact or affect ATXI's facilities should they fall (commonly referred to in the  
3 industry as "hazard trees"). A copy of an example easement agreement is attached to this  
4 testimony as Schedule CH-02. Schedule CH-02 is provided for illustrative purposes, and the terms  
5 may be modified as circumstances require based on discussions with landowners.

6 **Q. Has ATXI considered the potential need to deviate from the Proposed Route?**

7 A. Yes. While ATXI's planning of the Proposed Route was based on considerable  
8 due diligence, there may, in some circumstances, be a need to deviate from the Proposed Route.  
9 ATXI therefore proposes in its CCN Application that it will use all reasonable efforts to abide by  
10 the Proposed Route on each of the parcels identified in the CCN Application and over which an  
11 easement will be acquired, but that ATXI be allowed to deviate from the Proposed Route within  
12 one of those parcels in the following two scenarios:

13 Scenario 1: If surveys or testing do not necessitate a deviation, ATXI may deviate  
14 from the depicted route on a particular parcel upon request of the ATXI or the  
15 landowner and mutual agreement.

16 Scenario 2: If ATXI determines that surveys or testing require a deviation, ATXI  
17 will negotiate in good faith with the affected landowner and if agreement can be  
18 reached, ATXI may deviate from the depicted route on that parcel, as agreed with  
19 the affected landowner.

20 With respect to any parcel other than the parcels identified in the CCN Application, where  
21 ATXI determines that testing or surveys necessitate acquisition of an easement on that parcel,  
22 ATXI will negotiate in good faith with the landowner of the affected parcel over which ATXI has  
23 determined an easement is needed and, if agreement is reached, may deviate from the depicted



1 route by locating the line or easement on the affected parcel. ATXI will notify the Commission  
2 of such a deviation and the parcels affected prior to construction on that parcel.

3 If agreement is not reached, despite good faith negotiations, ATXI will file a request with  
4 the Commission to allow it to deviate from the Proposed Route onto the affected parcel and shall,  
5 concurrently with the filing of its request with the Commission, send a copy of its request to the  
6 owner(s) of record of the affected parcel via U.S. Mail, postage prepaid, as shown by the County  
7 Assessor's records in the county where the affected parcel is located, or at such other address that  
8 has been provided to ATXI by the owner(s). ATXI shall fully explain in that request why ATXI  
9 determined the change in route is needed and file supporting testimony with its request and the  
10 name(s) and addresses of the owner(s) to whom it provided a copy of its request. After  
11 Commission notice of the opportunity for a hearing on the issue of whether the change in route  
12 should be approved is given to the owner, Staff and Public Counsel, the Commission will grant or  
13 deny the request.

14 **Q. Has the Commission granted such deviation rights to ATXI in the past?**

15 A. Yes, the Commission adopted a similar condition in File No. EA-2017-0345. *See*  
16 "Order Approving Unanimous Stipulation and Agreement," File No. EA-2017-0345 (Jan. 10,  
17 2018) at pp. 4-5, ¶ 4.

18 **III. LAND RIGHTS ACQUISITION**

19 **Q. How many parcels of property would ATXI need to acquire land rights to**  
20 **construct the Transmission Line?**

A. Seventy (70) tracts of land, or parcels, will be crossed by the right-of-way for the  
Proposed Route. These seventy (70) parcels are owned by 48 different landowners.

21 **Q. Has ATXI used best efforts to inform landowners about the Proposed Route?**

1           A.     Yes. ATXI provided notice to landowners in the Study Area for the Project and  
2 held a series of virtual public meetings and virtual open houses for landowners along the route.  
3 The notice process, public meetings, open houses and our other public engagement activities and  
4 initiatives are discussed in further detail in the direct testimony of Emily Hyland.

5           **Q.     How will ATXI acquire the easement rights it needs to construct the**  
6 **Transmission Line?**

7           A.     ATXI representatives will contact the owners of the land in which it needs easement  
8 rights to construct the Transmission Line to negotiate the purchase of the easements it needs. Each  
9 landowner will be assigned to one land acquisition representative contact. These representatives  
10 initially will contact the landowners in person, if possible.

11          **Q.     What information will ATXI give to landowners at that time?**

12          A.     The representatives will explain to the landowners the reason for the contact and  
13 the purpose of the Transmission Line, and they will answer any questions the landowners might  
14 have about the Transmission Line. The representatives will also give the landowners at that initial  
15 meeting a written statement of the purpose of the Project and the Transmission Line, a parcel map  
16 with aerial photography of the easement area needed, a Professional Land Surveyor-generated  
17 legal description and plat of the proposed easement area that shows the calculated acreage and  
18 dimensions of the easement needed, and information regarding the type and location of the  
19 Transmission Line facilities that ATXI proposes to construct in the easement. ATXI will also  
20 provide a copy of a proposed easement purchase agreement and/or the easement document.

21          **Q.     Will ATXI offer to purchase the easements it needs at that initial meeting?**

22          A.     Yes. ATXI will offer compensation, and will explain the basis of its offer.

1           **Q.     How will ATXI determine the compensation it will offer to landowners to**  
2 **acquire easements for the Transmission Line?**

3           A.     Although ATXI has not yet determined what it will offer for the particular  
4 easements it needs to construct the Transmission Line, the compensation it offers will be based on  
5 valuation data provided by a third party independent appraiser. Easement valuations will be based  
6 on market valuations determined by independent third party licensed real estate appraisers. The  
7 type of property being crossed (including such unique characteristics as soil types and  
8 productivity) and the location of the easement upon the property will, among other items, be factors  
9 in determining value.

10          A compensation worksheet, based on the appraiser's determination of value will be  
11 provided to each landowner. ATXI intends to get an appraisal for each easement, which will be  
12 provided to the landowner when it is completed. ATXI will review any third party appraisals that  
13 landowners provide it during negotiations. In addition, ATXI representatives will be available to  
14 discuss the easement purchase as required by each landowner.

15          **Q.     Will ATXI need to exercise eminent domain to construct the Transmission**  
16 **Line?**

17          A.     Only as a last resort. ATXI has not started negotiating easement acquisition for the  
18 Transmission Line, so it does not know now whether eminent domain will be required. ATXI will  
19 make all reasonable efforts to acquire the necessary land rights by negotiation, and it will seek to  
20 exercise eminent domain only if it determines that it cannot acquire the land rights through  
21 negotiation.

22          **Q.     How will ATXI determine if it needs to exercise eminent domain to complete**  
23 **construction of the Transmission Line?**

1           A.     ATXI will not seek to condemn property until it has engaged in good faith,  
2 reasonable negotiations with each landowner. ATXI has retained professional, experienced land  
3 agents to represent the Company in negotiations. These land agents will meet with the landowners  
4 to explain ATXI's offer, promptly respond to any counteroffers and attempt to address landowner's  
5 non-compensation related concerns. If after engaging in reasonable negotiations, the parties are  
6 unable to reach a voluntary agreement, and ATXI believes that further negotiations will not result  
7 in an agreement, then ATXI will make a determination regarding eminent domain for the parcel at  
8 issue.

9           **Q.     Is ATXI currently requesting authority for the 345 kV circuit?**

10          A.     As explained in the direct testimony of Sean Black, ATXI is not seeking approval  
11 of the future 345 kV circuit in this case. It is seeking the authority to construct the structures  
12 described in further detail by ATXI Witness Ms. Timmermann, which will be capable of being  
13 fitted with 345 kV arms and a 345 kV circuit in the future.

14          **Q.     What width of easement is required for the structures and the 138 kV circuit**  
15 **being proposed in this case (i.e. without the future 345 kV circuit)?**

16          A.     ATXI will require a 100-foot-wide easement, as is standard for 138 kV transmission  
17 lines.

18          **Q.     Why will ATXI be requesting voluntary permanent easements of 125 feet, as**  
19 **discussed above, rather than 100 feet?**

20          A.     For efficiency and the convenience of both the landowner and ATXI, it makes sense  
21 to request a 125-foot permanent easement now, so the future 345 kV circuit can be installed upon  
22 future approval of the Commission and without negotiating an additional 25 feet of permanent  
23 easement authority with each landowner on the route. As discussed below, the landowners will

1 still have access to the easement for farming and activities that do not interfere with the  
2 Transmission Line, so a voluntary easement agreement that includes the additional 25 feet does  
3 not create additional burden on a landowner who agrees to a voluntary easement. As described  
4 above, in many cases, in the areas along the Proposed Route where the Transmission Line parallels  
5 Wabash Valley’s existing 69 kV line, even with a 125-foot easement, the Project will only result  
6 in approximately 90 feet of “new” ROW given the potential for overlap with the Wabash Valley  
7 facilities along the majority of the route.

8 **Q. If the Commission only approves the currently proposed version of the**  
9 **Transmission Line (i.e. the structures with a 138 kV circuit), what authority would ATXI**  
10 **have for the purposes of eminent domain proceedings?**

11 A. ATXI would only have authority for the 100-foot easement necessary for the  
12 structures and the 138 kV circuit, plus any required temporary construction easements and access  
13 rights of ingress and egress for construction and future maintenance of the line.

14 **IV. IMPACT OF CONSTRUCTION AND MITIGATION AND REMEDIATION**

15 **Q. Does ATXI utilize any standards and procedures regarding construction,**  
16 **repair and maintenance in right-of-way areas on and around the Project footprint?**

17 A. ATXI’s Standards and Procedures are attached to this testimony as Schedule CH-  
18 03. These Standards and Procedures detail how ATXI plans to manage the construction,  
19 maintenance and repair activities within the Project. These Standards and Procedures cover a  
20 range of issues, including right-of-way acquisition, construction and clearing, maintenance and  
21 repair, and indemnification. These Standards and Procedures are substantially the same as those  
22 used in the Mark Twain Project, EA-2015-0146. *Compare with* Schedule DBR-SR2 to Surrebutal  
23 Testimony of Douglas J. Brown, Item No. 88, EA-2015-0146.

1           **Q.     Once a transmission line easement or other right-of-way agreement is**  
2 **executed, who within ATXI is responsible for administering the agreements and responding**  
3 **to any requests for the payment of damages, complaints or claims related ATXI's activities**  
4 **pursuant to the easement or agreement?**

5           A.     The Standards and Procedures attached to this testimony as Schedule CH-03  
6 provide for numerous contact points for administering the agreements and responding to any  
7 requests for the payment of damages, complaints or claims related to ATXI's activities. With that  
8 said, my department is ultimately on point to ensure those requests, complaints or claims are  
9 properly addressed.

10          **Q.     Describe in further detail how that process will work?**

11          A.     Prior to construction, ATXI's designated representative will personally contact  
12 landowner (or at least one owner of any parcel with multiple owners) to discuss access to right-of-  
13 way on their parcel and any special concerns or requests about which the landowner desires to  
14 make ATXI aware. During construction, and through the completion of clean-up of right-of-way,  
15 ATXI's designated representative will be on-site, meaning at or in the vicinity of the route, or on-  
16 call, to respond to landowner questions or concerns. This is outlined in Schedule CH-03.

17          **Q.     How does ATXI plan to address damage to private property, if any, resulting**  
18 **from construction of the Transmission Line?**

19          A.     ATXI is responsible for the restoration of, or payment for, any damages to the  
20 property, including crops, of landowners and tenants caused by construction of the Transmission  
21 Line. Pre-payment of damages may be offered to the landowners at the time of easement  
22 negotiations. ATXI will also notify each landowner before commencement of construction. Upon

1 completion, ATXI will assess each property for any damage not repaired or compensated. Each  
2 landowner will be provided an ATXI representative to contact to report damages.

3 **Q. How does ATXI plan to treat trees that must be removed from the right of**  
4 **way?**

5 A. As discussed in Section III, Paragraph 3 of Schedule CH-03, ATXI will allow the  
6 landowner the right to retain ownership of the trees and consult with the landowner regarding the  
7 landowner's preferred disposition of the trees. Any non-standard disposition of trees will be  
8 memorialized in an agreement with the relevant landowner.

9 **Q. How does ATXI determine the commercial value of timber for the purpose of**  
10 **compensation to the landowner?**

11 A. If commercial timber is present on the right of way to be acquired, that value will  
12 be reflected in the appraisal which will be the basis of ATXI's offer to the landowner.

13 **Q. How will ATXI compensate landowners for any damage to private land caused**  
14 **by future maintenance of the Transmission Line?**

15 A. The standard language in the easement contract that ATXI uses states that ATXI is  
16 responsible for actual damages occurring on the easement area as a result of construction,  
17 operation, maintenance, or repair of the Transmission Line facilities, and shall, at its discretion,  
18 either repair and restore or reimburse the owner for such loss or damages.

19 **Q. Will the construction of the Transmission Line remove any farm land from**  
20 **cultivation?**

21 A. Other than the footprint of the foundations for the structures supporting the  
22 Transmission Line, construction will not remove agricultural land from cultivation. If the  
23 Proposed Route is selected, less than one half (0.5) of an acre of farmland will be no longer be

1 tillable, out of the total easement acreage of 229, as a result of the Transmission Line's  
2 construction.

3 **Q. In your experience what is the impact to the ability to farms in areas outside**  
4 **the easement area?**

5 A. The existence of the transmission line should not affect the ability to farm, or the  
6 yields for that matter. And in the very rare circumstance that ATXI would need to use land outside  
7 of the easement area (say to access the line under emergency conditions), affected landowners will  
8 be compensated for any and all damage, including any crop loss.

9 **Q. In your experience what is the impact to the ability to farm within the**  
10 **easement area?**

11 A. There is minimal impact on farming operations within the easement area. Farmers  
12 can continue to use the land under the transmission lines. The monopole design allows for farming  
13 up to the base of each structure foundation, which is 7 to 10 feet in diameter. In addition, the  
14 average length of the spans of 850 feet between structures, and the absence of guys and anchors,  
15 all limit the amount of land taken out of production.

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

18 A. Minimal. It is quite common for grazing and other livestock activities to co-exist  
19 around transmission line structures. Again, the monopole design associated with this Project  
20 further enhances that co-existence, as there are no guy wires or anchors that would impact access  
21 to the easement area or a landowner's ability to mow for example. ATXI has experience in working  
22 with farmers and ranchers to accommodate their livestock during the construction phase of the  
23 Project. As discussed in Section III, Paragraph 8 of Schedule CH-03, if necessary for construction,



1 ATXI will reimburse landowner for their time required to move livestock from one location to  
2 another and, where feasible, may install temporary fences or gates to keep livestock out of the  
3 construction area.

4 **V. CONCLUSION**

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

6 **A. Yes, it does.**

# **Schedule CH-01**

## **Legal Description of Proposed Route for the Limestone Ridge Project**

A HUNDRED TWENTY-FIVE (125) FEET WIDE CORRIDOR, THE CENTERLINE OF WHICH GENERALLY TRAVERSING ALONG THE FOLLOWING ROUTE LOCATED IN CAPE GIRARDEAU AND PERRY COUNTIES IN THE STATE OF MISSOURI, COMMENCING AT THE FUTURE WHIPPLE SUBSTATION, AND GENERALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FUTURE WHIPPLE SUBSTATION TO BE LOCATED ON THE SOUTH SIDE OF MISSOURI STATE HIGHWAY 177, EAST OF MISSOURI STATE HIGHWAY V AND CURRENTLY ADDRESSED AS 15141 STATE HIGHWAY 177 AND BEING PART OF THE SW $\frac{1}{4}$  OF SECTION 5, TOWNSHIP 32 NORTH, RANGE 14 EAST, 5<sup>TH</sup> PRINCIPAL MERIDIAN, CAPE GIRARDEAU COUNTY, MISSOURI.

CROSSING OVER SAID MISSOURI STATE HIGHWAY 177 AND COMMENCING IN A NORTHWESTERLY DIRECTION THROUGH THE SE $\frac{1}{4}$ , NE $\frac{1}{4}$ , AND NW $\frac{1}{4}$  OF SECTION 6 PARALLELING AN EXISTING LINE OF THE WABASH VALLEY POWER ALLIANCE (WVPA);

THENCE CONTINUING NORTHERLY IN THE NW $\frac{1}{4}$  OF SAID SECTION 6 TO THE INTERSECTION WITH A WVPA 69KV LINE;

THENCE CONTINUING NORTHERLY PARALLEL WITH SAID WVPA LINE THROUGH SAID SECTION 6, THE WEST HALF OF SECTIONS 31 AND 30 OF TOWNSHIP 33 NORTH, RANGE 14 EAST, 5<sup>TH</sup> PRINCIPAL MERIDIAN, CAPE GIRARDEAU COUNTY, MISSOURI;

THENCE NORTHWESTERLY PARALLEL WITH SAID WVPA LINE THROUGH SAID SECTION 30 AND ALSO THROUGH THE EAST HALF OF SECTIONS 25 AND 24, WEST HALF OF SECTIONS 24 AND 13, EAST HALF OF SECTIONS 14 AND 11, AND THE SOUTH HALF OF SECTION 2 BEING LOCATED IN TOWNSHIP 33 NORTH, RANGE 13 EAST, 5<sup>TH</sup> PRINCIPAL MERIDIAN, CAPE GIRARDEAU COUNTY, MISSOURI TO A POINT IN THE GENERAL AREA OF APPLE CREEK AND THAT SEPARATES CAPE GIRARDEAU AND PERRY COUNTIES;

THENCE CONTINUING NORTHWESTERLY PARALLEL WITH SAID WVPA LINE IN PERRY COUNTY, MISSOURI, THROUGH SAID SOUTH HALF OF AND THROUGH THE NW $\frac{1}{4}$  OF SECTION 2, EAST HALF OF SECTION 3, AND PART OF U.S. SURVEY 1845;

THENCE CONTINUING NORTHWESTERLY PARALLEL WITH SAID WVPA LINE THROUGH PART OF U.S. SURVEY 1845 AND THE WEST HALF OF SECTION 34 BEING LOCATED IN TOWNSHIP 34 NORTH, TOWNSHIP 13 EAST, 5<sup>TH</sup> PRINCIPAL MERIDIAN, PERRY COUNTY, MISSOURI;

THENCE NORTHEASTERLY THROUGH THE NORTH HALF OF SAID SECTION 34, EAST HALF OF SECTION 27, WEST HALF OF SECTION 26, NE $\frac{1}{4}$  OF SECTION 26, SOUTH HALF OF SECTION 23, WEST HALF OF SECTION 24, AND THE NE $\frac{1}{4}$  OF SECTION 24;

THENCE NORTHERLY THROUGH SAID SECTION 24 AND THE EAST HALF OF SECTION 13;

THENCE NORTHWESTERLY THROUGH SAID EAST HALF OF SECTION 13 AND U.S. SURVEY 865;

THENCE NORTHEASTERLY THROUGH SAID U.S. SURVEY 865 AND U.S. SURVEY 1244;

THENCE NORTHERLY THROUGH SAID U.S. SURVEY 1244 TO THE FUTURE WITTENBERG SUBSTATION.

SAID CORRIDOR BEING APPROXIMATELY 15.1 MILES IN LENGTH AND ENCOMPASSING APPROXIMATELY 229 ACRES OF LAND.

## **Schedule CH-02**

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**REMS INFORMATION**

Agreement ID:

Project ID:

**EASEMENT**

(Electric Transmission)

[address/location/PIN/district]

KNOW ALL MEN BY THESE PRESENTS, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that **[GRANTOR]**, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, and other valuable consideration which Grantee shall pay within ninety (90) days from (i) the date hereinabove written ("Effective Date") or (ii) the release of, or subordination to, this easement, as hereinafter defined, by the holders of any liens or encumbrances of record, whichever date is later, Grantor does hereby grant unto **AMEREN TRANSMISSION COMPANY OF ILLINOIS**, an Illinois corporation, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, inspect, protect, repair, relocate, modify, add to the number of and remove an electric and communication line or lines consisting of towers, poles, crossarms, guys, anchors, wires, cables, conduits, fixtures, foundations, footings and other appurtenances thereto (hereinafter individually or collectively "Facilities"), together with the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under Grantor's land described in Exhibit "A", with the area of the Easement described in Exhibit "B" (hereinafter "Easement Area") and illustrated in Exhibit "C", said exhibits attached hereto and made a part hereof, situated in Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, of the 3rd Principal Meridian, \_\_\_\_\_ County, State of Missouri; together with all rights and privileges for the exercise and enjoyment of the Easement rights.

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated; together with right to use reasonable work space adjacent to the Easement Area during construction, reconstruction, replacement, operation, maintenance, repair, modification, or removal of the Facilities; together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches, and other obstructions upon, over, and under the surface of said Easement Area and the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of the Facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting, and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

This Easement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

\_\_\_\_\_

**ALL PURPOSE NOTARY ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

\_\_\_\_\_

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

My Commission Expires

Notary Public

Prepared By:

Return To:

Easement No.:

Line Name:

Line No.:

Original Easement No.:

Initials

WO#:

Facility Name:

[location reference or coordinates]

04/27/2021

**EXHIBIT "A"**  
(Grantor's Land)



**EXHIBIT "B"**  
(Easement Area)

**EXHIBIT "C"**  
(Easement Illustration)

## **Schedule CH-03**

## **ATXI's Standards and Procedures for Construction, Repair and Maintenance of Right-of-Way for the Limestone Ridge Project**

### **I. 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.

### **II. 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.

### **III. 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. If necessary for construction, ATXI will reimburse landowner for their time required to move livestock from one location to another and, where feasible, may install temporary fences or gates to keep livestock out of the construction area.
9. Gates will be securely closed after use.

10. Should ATXI damage a gate, ATXI will repair that damage.
11. 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 is it secure against the escape of livestock.
12. ATXI will utilize design techniques intended to minimize corona.
13. 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.
14. 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.

15. 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.

16. 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.

17. If desired by the landowner, ATXI will agree to apply fertilizer and lime to land disturbed by construction, weather permitting, within a mutually agreed time frame 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.

18. 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).

19. 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.

20. 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.

21. 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.

#### **IV. 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.

## **V. 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.



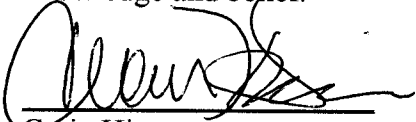
**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of the Application of Ameren        )  
Transmission Company of Illinois for a        )  
Certificate of Public Convenience and        )  
Necessity to Construct, Install, Own, Operate,    )  
Maintain, and Otherwise Control and Manage    )  
a 138 kV Transmission Line and associated        )  
facilities in Perry and Cape Girardeau        )  
Counties, Missouri                                )

Case No. EA-2021-0087

**AFFIDAVIT**

1. My name is Craig Hiser. I am Real Estate Supervisor for Ameren Services, which is a subsidiary of Ameren Corporation and an affiliate of Ameren Transmission Company of Illinois, the Applicant in the above-captioned proceeding.
2. I have read the above and foregoing Direct Testimony and the statements contained therein are true and correct to the best of my information, knowledge and belief.
3. I am authorized to make this statement on behalf of Ameren Transmission Company of Illinois.
4. Under penalty of perjury, I declare that the foregoing is true and correct to the best of my knowledge and belief.



Craig Hiser  
Real Estate Supervisor  
Ameren Services

Date: 4/26/2021