Captions for Photos by Carolyn Johnson, submitted with testimony before the PSC on 2-15-2011 in Dexter, Missouri.

Photo 1. Deep ruts gouged by Ameren's contract crew on the Johnson-Nichols property.

Photo 2. Looking south along western boundary of Johnson-Nichols property. Ameren's contract crew clear-cut all mature trees and shrubs in an area measuring 25 feet by 475 on our property and felled them into and next to the pond. Note new pole with guy wire reaching into the impoundment area.

Photo 3. Ameren's crew installed a new pole and guy wire in swampy ground within the area set aside for the pond. By mid March 2009, the pond level had risen to the guy wire and in April it reached the pole.

Photo 4. Looking north along western boundary of Johnson-Nichols property from southwest boundary corner. Ameren's contract crew dumped toilet paper (used) and removed survey stake. Crew members clear cut trees and shrubs on Steve Brown's property to the left in an area about 35 feet wide and almost 500 feet long and felled these trees onto our property.

Photo 5. Survey stake removed by Ameren's contract crew.

Photo 6. Toilet paper and drink bottle dumped by Ameren's contract crew.

Photo 7. Farther south on the property belonging to our neighbor Kitty Kandalaft, Ameren asked permission to remove one tree. When Ms. Kandalaft returned home the following week, she discovered the crew had removed at least 11 mature trees, including this pine on which they left a 12-foot high stump.

Photo 8. We planned to place the cremains of our mother, Ruth Nichols, next to the trunk of a beautiful 32-inch diameter Cherrybark oak tree, over 22 feet inside our property line. Ms. Johnson had planted her mother's favorite wildflowers there, wild Sweet Williams. Ameren's crew chainsawed it down and this is the splintered stump that greeted us.

Photo 9. Mother's grandnephews, Matthew and Austin Chesser, visit the area in April 2009. A few of the Sweet Williams struggled to push up through the limbs and sawdust piles left by Ameren's crew next to the stump.

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Exhibit submitted with testimony by Carolyn Johnson to PSC 2-15-2011

Ameren's Proposed Easement 2 page

JOHNSONNICHOLSELEC-ESMT

EASEMENT

KNOW ALL MEN BY THESE PRESENTS,

this _____, 2010

that CAROLYN R. JOHNSON, a single person and DAN M. NICHOLS, a single person as joint tenants with right of survivorship

their heirs, successors and assigns hereinafter referred to as Grantor, whether one or more and whether an individual, individuals or a corporation, for and in consideration of the sum of <u>ONE AND 00/100 ********</u> DOLLAR (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto UNION ELECTRIC COMPANY, a Missouri corporation, d/b/a AmerenUE, its successors, assigns, licensees, agents, lessees, contractors, sub-contractors and tenants (hereinafter referred to as "Grantee"), the perpetual right and easement to construct, reconstruct, use, operate, maintain, add to the number of and patrol an electric or telephone and communication line or lines, or both, consisting of poles, guys, anchors, wires, cables, fixtures, and appurtenances thereto, including transformers, on, over, across, or under the following described land, to-wit:

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 25 NORTH, RANGE 10 EAST IN STODDARD COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 33 (3 INCH ALUMINUM CAP ON 5/8 INCH IRON ROD); THENCE NORTH 89°54'00" WEST ALONG THE NORTH LINE OF SAID SECTION 33, 264.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH OO°15'23" WEST, 1325.28 FEET TO A POINT IN THE QUARTER QUARTER SECTION LINE; THENCE NORTH 89°34'05" WEST ALONG THE QUARTER QUARTER SECTION LINE; 683.50 FEET; THENCE NORTH 02°28'22" WEST, 658.70 FEET; THENCE SOUTH 89°40'14" EAST, 90.00 FEET; THENCE NORTH 02°28'22" WEST,242.00 FEET; THENCE NORTH 10°44'19" EAST, 110.22 FEET; THENCE SOUTH 89°04'00" EAST, 116.00 FEET; THENCE NORTH 03°58'00" EAST, 316.00 FEET TO A POINT IN THE NORTH LINE OF SAID SECTION 33; THENCE SOUTH 89°54'00" EAST ALONG THE NORTH LINE OF SAID SECTION 33, 479.90 FEET TO THE POINT OF BEGINNING. THE EASEMENT ON THE ABOVE-DESCRIBED PREMISES IS A TWENTY (20) FOOT WIDE STRIP OF LAND LYING EASTERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE SOUTHWEST PROPERTY CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH 02°28'22" WEST, 658.70 FEET, TO THE POINT OF TERMINATION OF SAID LINE, SAID POINT ALSO BEING ON THE SOUTHERN PROPERTY LINE OF A PARCEL OWNED BY BILLY COOPER AS RECORDED IN BOOK 286 AT PAGE 839 OF THE STODDARD COUNTY MISSOURI LAND RECORDS.

with the right of ingress and egress to and over the above-described premises and the premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim or cut down or cause to be trimmed or cut down at any time and from time to time, any and all brush, saplings, trees, over-hanging branches or other obstructions upon said premises and the premises of Grantor adjoining the same which may be deemed to interfere with the construction, maintenance or use of, or endanger the safety of, said line or lines; and the right to license, permit or otherwise agree to the use or occupancy of said line or lines; by any other person, association or corporation for electric, telephone and communication purposes; and with the further right to remove at any time any or all of the said line or lines, and appurtenances thereto, erected upon, over or under said land by virtue hereof.

Grantor, for itself, its heirs, successors and assigns, does hereby warrant and covenant unto Grantee, (1) that it is the owner of the above-described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that it will not create or permit any obstruction of any kind or character that will interfere with the successful operation and maintenance of said line or lines for any of the purposes aforesaid.

IN	WITNESS	WHEREOF,	Grantor	has	hereunto	set	Grantor's	hand	and	seal	at
			day of			, 2010.					
							(

CAROLYN R. JOHNSON

X

DAN M. NICHOLS

X

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