

320 Rannell St.
Dexter, MO 63841
573-614-4262
March 16, 2011

Filed
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Data Center
Missouri Public
Service Commission

RE: Documents requested from Carolyn Johnson in her Feb. 15, 2011, testimony before the Public Service Commission in Dexter regarding the trespass and extensive damages to the Johnson-Nichols property caused by Ameren. Rate Case ER-2011-0028.

Missouri Public Service Commission
Attention: Commissioner Jeff Davis
200 Madison Street
P.O. Box 360
Jefferson City, MO 65102

Dear Commissioner Davis:

It was a pleasure to meet you at the Public Service Commission public hearing in Dexter on February 15, 2011. Sometimes we in Southeast Missouri think we are neglected by state government officials in "far off" Jefferson City. We appreciate it that the Commission holds hearings here and especially so when a SEMO bootheel "son" like yourself comes to officiate.

After I testified, you asked me to submit copies of the correspondence and communications we (my brother Dan Nichols and I) have had with Ameren over the company's trespass and extensive damage to our property for the past two years. I have enclosed those copies arranged in chronological order. Please note that the map accompanying our Dec. 21, 2009, letter has been redrawn and a copy is enclosed. If you have any questions, please don't hesitate to contact me at the above telephone number or address.

Thank you for your interest.

Carolyn Johnson

Enclosures:
Copies of correspondence and communications

320 Rannell St.
Dexter, MO 63841
March 11, 2009

Sent by Fax to 573-651-5660

Ms. Joan Mason, Manager SEMO Division
AmerenUE
45 S. Minnesota
Cape Girardeau, MO 63703

Mr. Chris Nugent, Supervisor Vegetation Management
AmerenUE
45 S. Minnesota
Cape Girardeau, MO 63703

RE: Damage by AmerenUE's contract crew to the Johnson-Nichols property, County Road 624, Dexter, Missouri.

Dear Ms. Mason and Mr. Nugent:

This letter follows up the discussions we have had with Mr. Nugent regarding the extensive damage to our property (NE ¼ of NW ¼ of Sec. 33, Township 25 N, Range 10 East, Stoddard County) caused by AmerenUE's contract utility crew when it replaced a small-voltage utility line to the west of our property. The seven points below describe the damage and circumstances:

1. Neither AmerenUE nor the contract crew contacted us before entering our property. Instead, we had to initiate contact with AmerenUE after we discovered the damage.
2. AmerenUE's contractor clear-cut all the trees on a 25-foot wide area of our land just west of our newly constructed pond and adjacent to the western boundary of our land. This clear-cutting took out five healthy, oak trees ranging from 14 to 32 inches in diameter and violated AmerenUE's vegetation management policy (Missouri Public Service Commission, EO-2008-0012, July 2, 2008) of working with land owners; trimming, not removing, healthy trees; and if trees are removed, not leaving tall stumps 3 feet plus above the ground.

We have the property under a management plan drawn up with the Missouri Department of Conservation's private land program to maintain and nurture the native plant species. All the trees clear-cut by Ameren's contractor were natives that are important to the esthetic and ecological health of our property, and the 32-inch oak was exceptionally important as the focal point for the beautiful view from one of our planned homes and from both docks in the pond. We picnicked and took breaks under this magnificent tree while working to get our property ready for construction. Moreover, it served as the anchor survey point for the design and construction of the pond and levee by the U.S. Natural Resources Conservation Service. The pond, which is almost full, will have a 2.4 acre surface area as determined by NRCS and the agency contributed to the cost of constructing it.

3. The contractor dumped several piles plus scattered items of trash that included food wrappers, wire, rope, plastic drink bottles, aluminum cans, toilet paper, cigarette packs, boxes of supplies, metal electrical parts, and cigarette butts.

4. Removal of our survey corner stake and tossing it on the ground next to a roll of toilet paper and next to a mound of freshly dug dirt that was removed in order to set a new utility pole.
5. Leaving the cut trees and limbs on our property and in our pond fill area.
6. Ruts and erosion in and adjacent to our pond fill area that we had planted, fertilized and mulched at our expense last fall..
7. The felling of a number of mature, hardwood trees from the property to the west onto and across our land and leaving that debris there.

We have taken a number of actions to obtain information so that we may reach an agreement with AmerenUE on resolution of this damage to our property. We photographed and measured the damage and collected and retained all the trash that it is safe to do so, except, of course, for the toilet paper. In addition, we walked the property with Mr. Nugent to point out the damage and discussed the damage with him on three separate occasions during the month of February.

Despite our extensive research of property records, we have been unable to find any record of an easement or right of way on our land. We asked Mr. Nugent to give us a written copy of the legal right AmerenUE claims to have for entering our property and causing this damage, but he has not done so.

We have consulted with Lewis Mills, Public Counsel of the Missouri Office of Public Counsel, and several staff members of the MO Public Service Commission. They have advised that, as a starting point to resolving this matter, we obtain from AmerenUE information in writing on the four issues:

1. Confirmation of the size of the utility line;
2. A copy of the legal right AmerenUE claims to have for allowing its contractor to enter our property and cause this damage;
3. A copy of AmerenUE's proposal to clean up the site and compensate us for the destruction.
4. Copies of written reports and evaluations concerning our property that are provided for under Missouri Public Service Commission, EO-2008-0012 (July 2, 2008), AmerenUE's filings with the Federal Energy Regulatory Commission, and AmerenUE's assessment of the vegetation condition along the portion of this line that lies west of our property.

They have also advised us these are very reasonable requests to make of a responsible electric utility operating in Missouri. We agree and by this letter we request that you provide this documentation as soon as possible so we can work with AmerenUE to resolve these issues.

Sincerely yours,

Carolyn Johnson

Dan Nichols

320 Rannell St.
Dexter, MO 63841
573-614-4262
April 2, 2009

Sent by Certified Mail-Return Receipt

Ms. Joan Mason, Manager SEMO Division
AmerenUE
45 S. Minnesota
Cape Girardeau, MO 63703

Mr. Chris Nugent, Supervisor Vegetation Management
AmerenUE
45 S. Minnesota
Cape Girardeau, MO 63703

RE: Extensive damage by AmerenUE's contract crew to the Johnson-Nichols property, County Road 624, Dexter, Missouri.

Dear Ms. Mason and Mr. Nugent:

On March 11 over three weeks ago, we faxed a letter to you regarding the extensive damage to our property caused by AmerenUE's contract utility crew when it replaced a small-voltage utility line to the west of our property. We also sent the letter by certified mail – return receipt requested and received the notice back that your office had accepted delivery.

Our letter described the damage and requested that AmerenUE communicate in writing on four issues: confirm the size of the utility line; provide a copy of the legal right AmerenUE claims to have for allowing its contractor to enter our property and cause this damage; AmerenUE's proposal to clean up the damage and compensate us for the destruction of our trees; and provide a copy of any written reports and evaluations concerning our property that are provided for under Missouri Public Service Commission, EO-2008-0012 (July 2, 2008), AmerenUE's filings with the Federal Energy Regulatory Commission, and AmerenUE's assessment of the vegetation condition along the portion of this line that lies west of our property.

To date we have not received a reply. We would appreciate the courtesy of a response as soon as possible so this matter can be resolved in a professional and timely manner.

Sincerely yours,

Carolyn Johnson

Dan Nichols

April 16, 2009

Ms. Carolyn Johnson
320 Rannell St.
Dexter, MO 63841

Dear Ms. Johnson,

I am writing in response to your letter dated March 11, 2009. As you know on January 26, 2009, a severe ice storm occurred in the AmerenUE southeast district affecting the entire region including Dexter, Missouri. Ice, measuring up to 4 inches, accumulated on utility lines and trees causing extensive damage. UE dispatched over 2000 overhead line repair personnel and 600 tree trimming personnel to respond to this natural disaster and restore service to our customers.

The single Phase 7200 volt primary distribution line located on private property between County Rd 624 and Hwy AF and adjacent to your property sustained significant damage due to the ice accumulation. The conductor and several poles were broken resulting in an outage to our customers. Many broken limbs were hanging in trees and several whole trees were uprooted posing a threat to workers who needed access to restore electrical service. In order to safely restore the line to service, several trees on your property needed to be felled because the trees were too dangerous to climb and the steep grade and icy conditions made it unsafe to bring equipment we may have otherwise used onto the property.

As a public utility it is our duty in situations such as this to immediately make the area safe and restore power to our customers. Under Missouri's Code of State Regulations (4 CSR 240 23.030) if we do not have a legal right to be on a piece of property we are to undertake reasonable efforts to secure permission from the property owner. You are correct that we did not contact you prior to entering your property but given the circumstances of the extensive devastation to the area and the widespread outages, it is our belief that taking the time to search our records to find the property owner and secure such permission would not be reasonable.

I know Mr. Chris Nugent, the UE vegetation management supervisor for SEMO Division, has met with you on several occasions to explain why this work was done. Mr. Nugent also offered to have some of the debris from trees that were felled from the neighboring property on to your property removed. In addition Chris informed you that UE would compensate you \$1,900 for damages and for time you spent picking up trash that had been left by crews doing the repair work. UE is still interested in amicably resolving this matter and this offer is still available to you for acceptance.

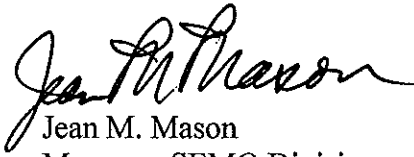


Ms. Carolyn Johnson
April 16, 2009
Page 2

With respect to your specific request for information, UE does not have a copy of written reports and evaluations concerning vegetation conditions for the portion of the line that lies west of your property. Utilities are required to report on planned vegetation management work on an annual basis. The work conducted on the line that lies west of your property was unplanned and emergency in nature due to the January ice storm.

Please feel free to contact me if you would like to discuss this matter further or have questions. I can be reached at 573-651-5653.

Sincerely,



Jean M. Mason
Manager, SEMO Division

JMM/cak

cc: Chris Nugent
Tom Beerman

320 Rannell St.
Dexter, MO 63841
573-614-4262
June 25, 2009

Sent by Certified Mail-Return Receipt

Ms. Jean Mason, Manager SEMO Division
AmerenUE
45 S. Minnesota
Cape Girardeau, MO 63703

RE: Receipt of AmerenUE's Letter Concerning Extensive damage by AmerenUE's Contract Crew to the Johnson-Nichols Property, County Road 624, Dexter, Missouri.

Dear Ms. Mason:

On April 23 we received your letter dated April 16 and postmarked April 21 concerning the extensive damage done by AmerenUE's contract crew to our property and AmerenUE's offer of compensation. Thank you for sending it.

Your letter did not provide any of the documentation we requested to support AmerenUE's claim that it had a legal right to enter our property without our permission and to cause extensive damage. In addition, your letter does not propose complete remediation of several of the major damages to our property that we described in our letter of March 11. Given the number and complexity of issues that Ameren's extensive damage to our property has raised, we will need additional time to respond to your offer in a thorough manner. We will be in contact as soon as possible.

Sincerely yours,

Carolyn R. Johnson

Dan M. Nichols

320 Rannell St.
Dexter, MO 63841
573-614-4262
December 21, 2009

Sent by Certified Mail-Return Receipt and by Fax

Ms. Jean Mason, Manager SEMO Division
AmerenUE
45 S. Minnesota
Cape Girardeau, MO 63703

**RE: Extensive damage by AmerenUE's contract crew to the Johnson-Nichols property,
County Road 624, Dexter, Missouri.**

Dear Ms. Mason:

In our June 25 letter to you, we referred to the number and complexity of issues raised by the AmerenUE contract crew's the trespass on our property and clear-cutting of our trees. We have now worked through those issues by collecting additional evidence, consulting with experts and obtaining estimates from contractors.

We have made a sketch map and attached it to this page. We hope this bird's-eye view helps you understand the information in this letter. It shows the boundaries of our property, locations of the extensive damage, how our property relates to the neighboring properties we reference, and the locations of major features such as AmerenUE's powerline and our pond.

Background on our Property. We purchased our land in June 2007. It had no electrical service. We chose this land over the many acreages available in the Dexter area because of its special qualities: it had a healthy, mature oak-hickory woods; it contained diverse native wildlife and vegetation; it included a superb site for a large pond in an undeveloped and largely wooded watershed of over 50 acres; and it had a pasture that could be converted to a native mixed prairie and savanna. Although close to town, this land would allow us to live close to nature in the privacy we enjoy. Our goals were to build a small, energy-efficient home for each of us and to maintain and improve the native vegetation and wildlife habitat.

Within six weeks of purchasing the property, we began tackling the projects necessary to reach our goals:

1. Developed a management plan with the private land ecologist for the Missouri Department of Conservation for maintaining and improving the native vegetation and wildlife habitat and removing the aggressive, non-native species;
2. Posted 15 no trespassing signs around the boundaries of the property;
3. Started the process of converting the pasture to a native prairie;

4. Worked with the U.S. Natural Resources Conservation Service staff during the fall and winter of 2007 to design and survey a 2.4-acre pond and obtain the necessary permissions;
5. Hired a consulting forester and assisted him in inventorying and assessing the value of the trees that had to be removed from the future pond and levee area;
6. Contracted with a logging company for the sale and removal of those trees from the pond and levee area;
7. Interviewed suppliers of water, electricity, and gas to find out what was required to bring utilities into the property when we were ready to build our homes;
8. Made weekly contact with the Stoddard County Health Department in order to obtain enforcement of the state law prohibiting discharge of sewage on our property;
9. Interviewed and hired contractors to dig the pond, construct the levee and fertilize, plant and mulch the disturbed area in August and September 2008;
10. Built two docks in the fall of 2008;
11. Planted and transplanted wildflowers in 2008, removed some nonnative trees and shrubs, and ordered 225 native trees and shrubs for planting in April and May 2009; and
12. Began designing the two homes.

Conditions on our Property after the Ice Storm.

Some information offered in your letter about conditions on our property after the ice storm appears to be incorrect or incomplete.

1. The letter states, "Ice, measuring up to 4 inches, accumulated on utility lines and trees causing extensive damage." The maximum ice we saw was 1.5 inches. The National Weather Service reported "1.5 to 2 inches of ice accumulated south of a line from Poplar Bluff to Dexter to Benton" and the highest ice accumulations were south of this line in Missouri and on east and south into Kentucky, Arkansas and Tennessee.¹
2. The letter states, "Several whole trees were uprooted." We examined all the trees on and immediately adjacent to our property and we did not find one tree uprooted by the storm. There was one tree uprooted on our property, but this occurred in a high wind some time before the ice storm hit. That tree was over 30 feet east of the power line and fell to the east, well away from the power line on the west.

¹ "Storm Data and Unusual Weather Phenomena" for January 2009, see webpage www.crh.noaa.gov/images/pah/pdf/pahjan09.pdf for the National Weather Service reports for these states during the ice storm beginning January 26, 2009. The quote is from page 6 in the Missouri report.

3. The letter states, “In order to safely restore the line to service, several trees on your property needed to be felled because the trees were too dangerous to climb and the steep grade and icy conditions made it unsafe to bring equipment we may have otherwise used on the property.” This does not square with our information and observations. First, AmerenUE made no effort to obtain our permission for its crew to enter our property. Second, in our first and second meetings with Chris Nugent, AmerenUE Vegetation Supervisor, Mr. Nugent told us the contract crew working for AmerenUE on our property did not have the proper equipment for tree work, did not choose the prudent course of holding off until they had obtained the proper equipment or until the conditions improved for tree work, and did not follow the minimal professional standards for tree work. He gave as one example the fact that the crew left stumps on our land that were three feet tall or higher; AmerenUE requires its employees and contractors to leave stumps no more than 3 inches high.²

The Extensive Damage Caused by AmerenUE’s Contract Crew

Trespass.

AmerenUE has no easement, right of way or written agreement with us concerning the 7.2 KV distribution line adjacent to the west boundary of our property. Despite the no trespassing signs posted on our property, AmerenUE’s contract crew entered our property without permission and inflicted serious and substantial damage in two areas. Below we describe the extensive damage in detail.

Your letter of April 16 refers to AmerenUE’s duties under the Missouri Code of State Regulations at 4 CSR 240 23.030. Section 2(G) of these regulations states:

Upon an electrical corporation’s receiving notice of, or having actual knowledge of, vegetation conditions that pose an imminent threat to the reliable or safe function of electrical facilities, the electrical corporation shall promptly remove or remedy the potential threat. If, pursuant to the first sentence of this section, removal of the vegetation requires the electrical corporation to access or cross property for which it does not hold an easement or other legal authorization, the electrical corporation *shall make reasonable efforts* to obtain any necessary permission from the property owner and remove or remedy the potential safety concern as promptly as possible.”
[Emphasis added.]

Your letter of April 16 confirms that AmerenUE made no effort of any kind to obtain our permission. It states, “You are correct that we did not contact you prior to entering your property but given the circumstances of the extensive devastation to the area and the widespread outages, it is our belief that taking the time to search our records to find the property owner and secure such permission would not be reasonable.”

² AmerenUE has adopted the ANSI standards at A300-2001. “AmerenUE Vegetation Management Program and Practices,” EO-2009-0012, July 2, 2008, Public Service Commission of Missouri, p. 2. See also Work Audit Sheet in Appendix A-1, “Stump height 3 or less inches.”

You are mistaken in your belief that making no effort to obtain our permission to enter our property was reasonable.³ AmerenUE violated the plainly written regulation and committed trespass. One type of effort might have been a phone call, which your letter makes clear no AmerenUE employee or agent made. Despite the power outages in Dexter, our telephone service worked throughout the ice storm. We were fully available by phone, and we made and received numerous calls from friends and family.

Severe storms are a fact of life and regular occurrence for electric companies, including AmerenUE.⁴ It would be inexcusable for AmerenUE to claim storm devastation as an excuse for failing to meet its basic legal duties to private property owners. That would not pass the red face test.

The Public Service Commission requires AmerenUE to restore power as quickly as possible, however, any reasonable person would conclude that restoration of this line must not sacrifice safety, fulfilling legal duties, or performing quality work for the sake of speed. Restoration must be done safely and legally without trespassing on and extensively damaging private property. Restoration must be done by a properly equipped crew that has the appropriate professional training, uses good professional judgment, and follows professional standards of conduct. This line does not serve a hospital, nursing home, Red Cross shelter, or fire station, whose immediate need for electrical power might have been a matter of life and death.

Trespass Area 1. The crew entered our property in a heavy truck from the north off County Road 624 near our northeast corner and then drove south the entire length of our pasture to our property boundary on the south. There the crew cut the wire fence belonging to Howard Jones and entered his private property without his prior permission. Then they drove from east to west around his pond, where there is no road, and entered the southwest corner of our property.⁵

They left deep ruts and churned up ground across the length of our pasture. The soils on our land are the most erodible soils in the county and are easily damaged by heavy vehicles, even when the surface appears to be dry. All four soil types present have a very low bearing capacity and are soft,

³ Is AmerenUE claiming that searching its records to find the property owner would take hours, or days, or weeks? Regardless of the answer, a responsible company keeps records that are easily and quickly searchable so it can carry out its legal duties. A responsible company does not ignore the right of private property owners to grant or deny permission to enter their property. Has AmerenUE spelled out to employees and contractors who is responsible for contacting property owners to get permission and when they should do so? A responsible company would have such procedures in place and enforced.

⁴ "This storm report is the Staff's fifth storm report involving AmerenUE's restoration efforts in the last 5 years." Final Report of Staff Investigation of the January 2009 Southeast Missouri Ice Storm, Missouri Public Service Commission, EO-2008-0218, July 8, 2009, p. 2. The Public Service Commission staff also compiled reports on storms in 2002, 2004, 2005, 2006, and 2007.

⁵ AmerenUE has not made restitution to Mr. Jones.

especially when wet or uncompacted.⁶ Wet conditions were present during and after the rain, sleet and snow that accompanied the ice storm. Because our property had no access road, we avoided driving over these soils in wet conditions, we only drove over them in a light vehicle when dry, and we did not allow others to drive across them.⁷

Trespass Area 2. AmerenUE's contract crew trespassed along 658 feet of the southern half of our west boundary. The crew's use of at least one heavy vehicle left deep ruts and erosion on our land above the pond and into the prospective pool area that we had planted, fertilized and mulched at considerable expense in September 2008. Trespass Area 2 is located in the same soils as Trespass Area 1; these have very low bearing capacity and the highest erodibility character in the county.⁸

According to our neighbors, the crew spent several days on our property. They clear-cut all the trees and shrubs in a 25-foot wide by 475-foot long area on our property and put in new poles and line. They felled five of our mature oak trees, two of which fell into the prospective water pool area of our newly dug pond.⁹ In addition, they clear-cut an area ranging from 25 to 35 feet wide on the Brown property west of our land, and they felled a number of Mr. Brown's mature trees onto our land, some of those into the prospective water pool area of our pond. On the north end of Trespass Area 2, they cut a mature tree on Mr. Cooper's property and felled it southeast onto our property.

The crew left stumps of the trees three feet tall or higher and left all the trunks, limbs, and debris where they fell. The stumps, trunks, limbs and debris from the trees AmerenUE's crew cut on Mr. Brown's property and in trespass on our property make parts of Trespass Area 2 extremely difficult to walk in. To walk safely, a person has to be very careful and plan out each step to avoid twisting an ankle or a knee on the logs and limbs. We no longer can enjoy using this part of our property because the access is difficult.

AmerenUE's contract crew left piles of trash and scattered items throughout this area. The trash items included wire, plastic and paper food wrappers, rope, plastic drink bottles, aluminum cans, toilet paper, cigarette packs, boxes of hardware, pieces of metal, and cigarette butts.

Mr. Nugent told us it is AmerenUE's policy that customers are responsible for removal of trees and limbs cut by AmerenUE or its contractors. We do not have electrical service on our property.¹⁰ It is our policy that those who make a mess are responsible for cleaning it up, but we went ahead and

⁶ The Loring, Collins, Memphis and Falaya soils have measured "K" (which stands for erodibility) factors ranging from 0.43 to 0.49. US Department of Agriculture, Soil Conservation Service, "Soil Survey of Stoddard County, Missouri, 1985." Table 16.

⁷ Ms. Johnson and Mr. Nichols had a gravel access road built from County Road 624 on the east side of their property in September 2009. They still don't drive across the soils when they are wet.

⁸ U.S. Department of Agriculture, op. cit.

⁹ The pond reached its design depth and area in March 2009.

¹⁰ We have electrical service from AmerenUE at our home in Dexter, 2.5 miles from our property on County Road 624. It would be absurd to argue that AmerenUE's policy stretched to govern all the property a customer may own in AmerenUE's service area.

picked up the trash left by the crew to prevent it from blowing around and getting into our pond. Much cleanup work remains to be done: The stumps need to be cut down to three inches, the tree trunks, limbs and debris need to be removed, and the eroded areas need to be repaired. This work will require professional expertise and equipment to do and AmerenUE is responsible for paying the cost of this work.

Clear-cut Trees in Trespass Area 2. AmerenUE's crew clear-cut all the vegetation in much of this area. They cut 5 healthy native white and cherry bark oak trees that ranged from 14 to 32 inches in diameter, were well inside our property boundary and are 15 to 24 feet away from the center of the new line that the contract crew installed. They also cut smaller trees and shrubs and left them in such small pieces and limbs that we could not fully identify most of them; we did find three sassafras trees and a cluster of sumac shrubs with stems ranging from 1.5 to 3 inches in diameter.

All these trees and shrubs provided screening from adjacent properties, wildlife habitat, and an attractive landscape. The logging company we contracted with to purchase and remove the trees on the pond site also wanted to purchase and remove these mature oak trees as well. We turned them down because we wanted as few trees as possible removed for the pond. A key factor we considered in our decision to purchase this property was the setting of the future pond with mature trees on the south and west. These mature trees would make the pond more attractive, more private and more useful to wildlife compared to many ponds we had seen that looked like they were just scooped out in a circle of short grass.

The largest oak, 32 inches in diameter, that AmerenUE's crew cut in trespass was exceptionally important to us. It was the focal point for an attractive view from both docks and one of our planned homes. For both homes we plan to build, this tree provided privacy by screening the buildings and activities on Mr. Brown's land. We picnicked and took breaks under this magnificent tree while working on our property. It was also chosen by the U.S. Natural Resources Conservation Service to be the anchor for their survey of the pond site.

We had chosen this tree to play another important role in our lives: the final resting place for our mother's cremains. She loved to be outdoors for any reason, loved trees, and loved to fish. We felt her spirit would be content in this peaceful spot under a sturdy oak tree next to a fishing pond. Here she could keep watch over her children. To prepare for placing her cremains, Ms. Johnson had planted her mother's favorite Missouri native wildflower -- wild sweet William¹¹ -- under this oak.

In the spring of 2009, this once peaceful place was a sad monument to the destruction by AmerenUE's contract crew. A jagged stump was all that remained of the sturdy oak. Three red survey flags could just be glimpsed among the jumble of logs and branches left by the crew around the base of the stump. A few wild sweet Williams had managed to struggle through the smothering mounds of sawdust. AmerenUE's crew not only caused extensive, unnecessary damage when it trespassed on our property, it also defiled a very private grave site.

Corner Survey Stake in Trespass Area 2. AmerenUE's contract crew removed the survey stake on the southwest corner of our property, dug out the ground and set a new pole. They left the stake lying on the ground near a partial roll of toilet paper on top of a mound of dirt and some trash. Because the AmerenUE crew removed the survey stake, we don't know if the new poles and guide

¹¹ *Phlox divaricata*.

wire are on our property or Mr. Brown's. Because the AmerenUE crew removed the survey stake, we don't know if AmerenUE's trespass on our property continues.

Trespass Area 2A (a subpart of Trespass Area 2.) Near the mid-point of Trespass Area 2 and immediately adjacent to our pond, AmerenUE's crew installed a new pole and guide wire, and the guide wire extends 10 feet east, down hill from the pole. The crew set the guide wire in ground that was surveyed and flagged to be in the water pool of the pond.

Before he surveyed and designed the pond, which was finished in August and September of 2008, Wade Bond of the U.S. Natural Resources Conservation Service advised us to obtain permission from the adjoining landowner to the west, Mr. Steve Brown, to back up water on his land. We did so and have a permanent easement from him. Mr. Bond also said written permission would be needed from AmerenUE to back up water on the line easement on Mr. Brown's land. Eric Boyer of AmerenUE sent a letter to Mr. Bond in 2007 giving the company's permission to back up water on the easement.

AmerenUE's contract crew placed the new pole and guide wire in soft, uncompacted ground that is now wet ground. Since our pond filled last March, the guide wire sits in the water pool most of the time. At times of heavy rain such as this past October, the new pole itself sits in water. Even when rainfall slacked off late this summer through early October, the new pole was on soft, wet ground and the guide wire anchor was in water. The new pole and guide wire are located in the same soil types we previously described that have very low bearing capacity and the highest erodibility characteristics in the county.¹² In addition, locating the guide wire down hill from the new pole appears to defeat the purpose of stabilizing the pole. We are very concerned about this new pole falling down.

We have two concerns about the safety and location of this new pole and guide wire. We are concerned for our safety and that of our friends and family who swim in the pond and take walks around our land and for the safety of the fish and wildlife that live in and around the pond. Now we are very worried about the risk of electrocution.¹³ This worry prevents us from enjoying full and free use of our property. In addition, the guide wire appears to be on our property and the pole may also be on our property. This cannot be confirmed until the property line is resurveyed and the corner stake that was removed by AmerenUE's contract crew is replaced.

¹² U.S. Department of Agriculture, Soil Conservation Service, op.cit.

¹³ There has been widespread media coverage of recent legal actions after people were electrocuted in lakes near AmerenUE lines and died or suffered serious injuries. When the situation is not remedied, fear of more electrocutions has denied property owners safe and full use of their property. (See, for example, St. Louis Post-Dispatch, June 22, 2009, p. 1.) Many electric utility companies including AmerenUE put out information warning the public to stay away from wet areas that might be electrified. (See, for example, www.ameren.com/safety)

Conclusion

We expect AmerenUE to take three actions regarding the extensive damage to our property.

1. Remove the new pole and guide wire and relocate them well away from the wet, uncompacted ground in and near the pond. We expect this work to be done with the proper equipment by a properly trained and supervised crew that will treat our property and us with respect: they will prevent erosion, they will not damage or remove any shrubs or trees, and they will not cause any other damage to our property and will clean up after themselves. We request that we be notified in advance so we can be present to observe this work.
2. Pay the attached invoice for the extensive damage done to our property by the AmerenUE contract crew.
3. AmerenUE staff and its contractors refrain from entering our property without obtaining our explicit permission in advance. We will consider any request to enter that we believe to be reasonable and that is made in a timely manner so we can be present and observe the entry if we so choose.

Many people who have seen or heard about the extensive damage to our property from AmerenUE's contract crew have told us that AmerenUE damages private property all the time by cutting fences, clear-cutting trees, trespassing, or causing erosion. AmerenUE, they often claim, is a big, arrogant corporation that runs rough-shod over people and if private property owners object, AmerenUE will cut off their power or raise their rates.

Before we retired, we were both in business and maybe that's why we have a different take on this situation. Our experience was that most people in business try to do the right thing and work really hard to fix problems. This was almost always the case if problems were clearly communicated to them and the business people were given a chance to work out a mutually acceptable solution. Both of us have also had a difficult situation develop after hiring a reputable contractor or a project manager with an excellent track record. Then, with no warning, the contractor or manager really fouled up at a critical time, and we were left holding the bag. So we have walked in those shoes and know it can happen to any of us. We all pray for guidance in getting through it.

Our approach to the extensive damage caused by AmerenUE's contractor is that AmerenUE is a responsible company with good people who will carry out the company motto of "We listen, we respond, we deliver." We expect our trust to be well placed.

Sincerely,

Carolyn Johnson

Dan Nichols

Attached: Sketch Map to page 1.
Enclosed: Invoice for Damages

County Road 624

Johnson-Nichols Property

Ameren Powerline

Billie Cooper Property

Steve Brown Property

Trespass Area 2

Trespass Area 1

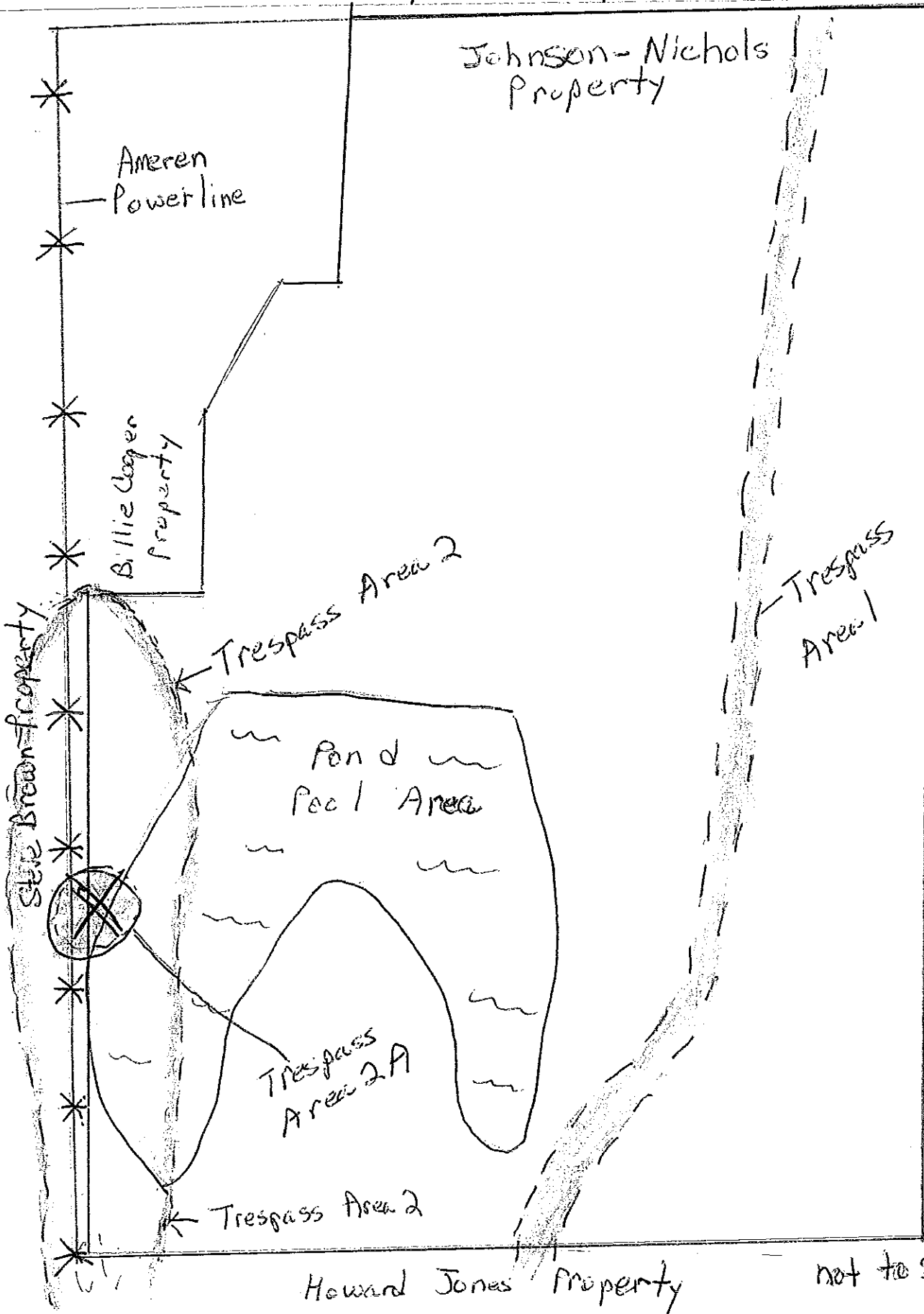
Pond Pool Area

Trespass Area 2A

Trespass Area 2

Howard Jones Property

not to scale





Dear Sir or Madam:

Enclosed please find an Ameren Claim Form, Ameren Claim Policy, and a portion of the General Terms and Conditions of Service, if applicable.

Please read the enclosed information carefully. If you would like to file a claim with AmerenCILCO, AmerenCIPS, AmerenIP or AmerenUE, please complete the enclosed claim form and return to our third party Administrator, Corporate Claims Management, Inc. (CCMI) [REDACTED] along with any repair estimates and/or receipts pertaining to this claim. As a precautionary measure, please inform your insurance company of this incident in the event that no liability is found on the part of your service provider.

Should you have any questions concerning the above, please contact CCMI at (800) 781-2075 or (314) 554-3382.



CLAIM POLICY

- AmerenCILCO, AmerenCIPS, AmerenUE and AmerenIP are each self-insured companies and each able to process claims arising from the operations of its business. These Ameren subsidiaries use a third party administrator, Corporate Claims Management, Inc. (CCMI), to assist in this process.
- If claims are presented which relate to Contractor activities they will be referred to the Contractor for processing. The Contractor is responsible for its own operations and carries mandatory liability insurance.
- Claims must be presented on forms prescribed by the Company. Incomplete information will delay processing.
- The Company will not reimburse for losses sustained by its customers due to service interruptions induced by wind, ice, lightning, floods, and other major weather phenomena.
- Claims for damages arising from interruption or irregularities in gas or electric service are considered under the terms and conditions of the Schedules for Electric/Gas Service which are on file with, and approved by, the Illinois Commerce Commission or the Missouri Public Service Commission. Copies of pertinent portions of the Schedules are attached for your information and review.
- The Company does not engage in the repair of property of others damaged due to its operations. It is not the policy of the Company to recommend contractors or repair agencies. Such repairs may be performed by contractors or agents of the customer's choice.
- The Company may inspect or appraise damaged property for the purpose of determining the fair and reasonable value thereof. Waiver of inspection does not constitute agreement as to the fair and reasonable value of the damaged property.
- Spoiled food should not be held for inspection but should be inventoried and disposed of according to good sanitary practice.
- Claimants are required to furnish bills or estimates as supporting proof of damages and losses alleged. A final decision will not be rendered until such bills and estimates have been received by the Company. Requests for such proof shall not be construed as indication that the Company is considering honoring a claim. ** send photos, estimates, bills, invoices, etc **
- Every person sustaining damage to property is under the common law duty to limit those damages and minimize losses. Consequential damages arising from a customer's failure to make repairs and minimize losses will not be considered for reimbursement.
- Customers are cautioned not to withhold payments of their gas or electric bills pending decision of claims for damages against the Company. This practice may lead to a deterioration of the customer's credit rating and could ultimately result in collection action including, the discontinuance of service. Such withholding will not have any effect on the disposition of claims.
- In cases where the Company acknowledges responsibility, it is the policy of the Company to make payments to the properly identified owners of the damaged property as loss payees. Payments will not be made to other agents engaged in the inspection or repair of claimant's damage property. Depending upon special circumstances, the Company will sometimes pay contractors directly.



CLAIM STATEMENT

#AG0912218
(office use) MGH

PLEASE READ CAREFULLY THE ATTACHED POLICY STATEMENT BEFORE COMPLETING THIS CLAIM FORM.

Name: Carolyn Johnson & Dan Nichols Owner Tenant
 Mr. Mrs. Ms.

Address: 320 Pannell St.
Street
Dexter MD 63841
City State Zip Code

Telephone Number: (home) 573-614-4262 (work) _____

Account Number: We do not have service from Ameren or anyone at this property.

Mailing address if other than above: _____

Place of Incident: Our property on County Road 674, outside Dexter, NE 1/4 of NW 1/4, Sec. 33, Township 25N, Range 10 E, Stoddard County

Date of Loss: Jan 26 2009 _____
Month Day Year and after Time

Loss is related to: Electric Operations Gas Operations

AmerenCILCO AmerenCIPS AmerenIP AmerenUE

Describe the events causing the damage, include names of any Ameren employees and/or contractors involved.

See attached letter of December 21, 2009 for full description and map.

Did you contact Ameren (prior to contacting the Claims Department) regarding the problem which resulted in your loss? Yes No

If yes, list date of call and identify with whom you spoke, if known. *Numerous phone calls and correspondence including these months 2009*
Eric Boyer; Feb. 2009, March 2010
Chris Nugent, Feb + March 2009, Jean Mason, March, June, December 2009, Feb. and March 2010

List items damaged, include make, model, and date of purchase. Attach paid bills or estimates for repairs.

See list of damage attached with estimates
See photos on enclosed disk

Total amount of claim: \$ 23,624.72

Does this constitute the entire claim resulting from this incident? Yes No

Was anyone injured? Yes No + physically

If yes, provide names and describe injuries. _____

Have you made a claim for this loss against your insurance carrier or others? Yes No

If Yes, Insurance carrier Other (explain) _____

Name of Insurance Company _____ Address _____ Phone No. _____

NOTE: PAID BILLS OR ESTIMATES MUST BE ATTACHED AND WILL NOT BE RETURNED

The claimant(s) acknowledge that they have read this Claim Form carefully, that they are the Owners of the damaged property, and the information provided is true and correct. It is understood that request for this information is not an indication that the Company is honoring the claim.

Carolyn R. Johnson
Paul M. Nichol
Signature

CORPORATE CLAIMS MANAGEMENT, INC.
782 SPIRIT 40 PARK
CHESTERFIELD, MO 63005

Dated: Mar 15, 2010

List of Enclosures for Claim

Correspondence between landowners Carolyn Johnson and Dan Nichols and AmerenUE.

1. March 11, 2009 Letter from Johnson and Nichols to Mason and Nugent.
2. April 2, 2009 Letter from Johnson and Nichols to Mason and Nugent.
3. April 16, 2009 Letter from Mason to Johnson and Nichols.
4. June 25, 2009 Letter from Johnson and Nichols to Mason.
5. December 21, 2009 Letter from Johnson and Nichols to Mason, includes copy of map.

Photographs.

- 1 CD with 16 photographs.

Invoices, Estimates, Documentation.

1. Trespass fees, email from Larry Dowdy, Executive Vice President, Little River Drainage District, Cape Girardeau.
2. Clean Up of trees and shrubs. Jeff Lesley Tree and Shrub, Dexter.
3. Tree Replacement and Maintenance. Bolen Brothers, Sikeston.
4. Trash Removal. Ms. Johnson and Mr. Nichols picked up and removed the trash.
5. Corner Survey Stake confirmed. Email from Larry D. Dowdy Surveying, Cape Girardeau.

Itemized Costs for Damages to our Property

The estimate or supporting documentation for each item is described and enclosed.

Trespass Area 1. One-time fee for trespass with no right to commit future incursion on our property or receive a grant of any kind of prescriptive access right of way now or in the future. Trespass fee calculated at the rate currently charged other utility suppliers in southeast Missouri of \$2.00 per linear foot for 1,325 feet. \$ 2,650.00

Trespass Area 2. One-time fee for trespass in Area 2 with no right to commit future incursion on our property or receive a grant of any kind of prescriptive access right of way now or in the future. Trespass fee calculated at the rate currently charged other utility suppliers in southeast Missouri of \$2.00 per linear foot for 658.7 feet. \$ 1,317.40

See copy of attached email from Larry D. Dowdy, Executive Vice President, Little River Drainage District, to Carolyn Johnson. Mr. Dowdy is the Executive Vice President of the District located at 1440 Kurre Lane, Cape Girardeau, MO 63701 573-335-3439.

Trespass Area 2, Clean Up. Trees and shrubs AmerenUE's contract crew clear-cut on the Johnson-Nichols property in Trespass Area 2: clean-up and remove tree limbs, trunks, and debris; reduce stumps to 3 inches high; repair erosion gullies. Trees cut by AmerenUE's contract crew on the Brown and Cooper properties and felled on the Johnson-Nichols property: remove tree trunks and limbs from the Johnson-Nichols property. Estimate from Jeff Lesley Tree and Shrub of Dexter: \$3,500, which requires us to provide an estimated five hours of tractor and bushhog work at \$62.50 per hour.

\$ 3,812.50

Trespass Area 2, Tree Replacement. Replace the gross tree diameter loss with transplantable-sized trees. The five mature white and cherry-bark oaks had a gross tree diameter of 110 inches (26", 18", 14", 20", and 32") at the stump height left by AmerenUE's contractor. Bolen Brothers Landscape Nursery, Sikeston, will provide and plant 44 2.5-inch trees and guarantee them for one year. The transplants must be watered twice weekly for two years when natural rainfall is insufficient.

\$12,144.82

Bolen Brothers, Sikeston, to install drip irrigation and gas pump from pond to water trees.

\$ 2,500.00

Trespass Area 2, Trash Removal. Ms. Johnson and Mr. Nichols picked up and removed the trash left by AmerenUE's contract crew. Four hours of work at \$50 per hour.

\$ 200.00

Trespass Area 2, Corner Survey Stake. Re-survey the line stakes so a southwest corner post can be confirmed, maximum estimate by Larry D. Dowdy Surveying, 2323 Perryville Rd, Cape Girardeau, MO 63701, 573-335-0464. See copy of email message attached.

\$ 1,000.00

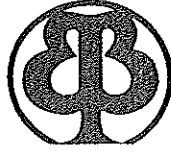
Total

\$23,624.72

BOLEN BROS.

P.O. Box 642 • Sikeston, Missouri 63801

Phone (573) 472-1212
Fax (573) 471-9313



Email: bolenbros@idd.net
On Line: www.bolenbros.com

Landscaping & Irrigation Specialists

Concerning:
Carolyn Johnson
Alan Nichols

1-19-10

Trees destroyed on property total 110" inches. We propose to replace 44 trees averaging 2.5" each.

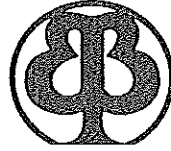
44 - 2 1/2" Trees	\$7,100.00
Labour	\$3,850.00
Tax	594.82
	<hr/>
	\$12,144.82

Michael Bolen

BOLEN BROS.

P.O. Box 642 • Sikeston, Missouri 63801

Phone (573) 472-1212
Fax (573) 471-9313



Email: bolenbros@idd.net
On Line: www.bolenbros.com

Landscaping & Irrigation Specialists

Concerning:

1-19-10

Carolyn Johnson
W A N Nichols

Drip Irrigation for Trees
Water from pond with gas pump,
Labor Materials \$2500.00

Michael Bolen



Cost to re-set property corners and line stakes destroyed by AmerenUe Friday, June 12, 2009 3:05 PM

From: "Larry Dowdy" <ldond1944@yahoo.com>

To: crj5485@sbcglobal.net

6/12/09

Dear Carolyn:

I have reviewed our notes and prior work performed for you a few years ago. To re-set the missing corners and re-set the line stakes will entail a fee of a minimum of \$ 750.00.

If you need us to complete the work please advise and we schedule same for you.

Yours

Larry D. Dowdy
Reg. Land Surveyor

*Confirmed by phone December 2009 that the maximum would
be \$1,000.00
Carolyn Johnson*



Re: Two questions for you

Tuesday, June 30, 2009 10:12 AM

From: "Larry Dowdy" <ldond1944@yahoo.com>

To: "Carolyn Johnson" <crj5485@sbcglobal.net>

June 30, 2009

Carolyn:

I rec'd your title commitment and have reviewed same. I do not find nor does the Title Company find any easement in favor of any utility company. What we do here at the Little River Drainage District office when we find anyone using or crossing our right of way or properties without an easement we write them and tell them to apply for an easement/contract or remove their lines, poles, etc. The District charges a one (1) time fee of \$ 2.00 per lineal foot or \$ 500.00 whichever is greater.

We require a contract which was prepared by one (1) of our former attorneys and mail it to them for signatures. They must provide us a description, a simple drawing and whatever we need to be attached to the contract. They must submit a check for the fee before officials of the District sign and mail them a copy back.

I will send you a copy of one (1) of our latest contracts which you could use and modify to meet your needs.

Irregardless of what some "Blimpo" such as Rush Limbaugh or others may say the contitution of this country still gives us the right to own land and have some say so as to who uses it.



LARRY

320 Rannell St.
Dexter, MO 63841
573-614-4262
April 26, 2010

Sent by Certified Mail-Return Receipt Requested and by Fax

Ms. Jean Mason, Manager SEMO Division
AmerenUE
45 S. Minnesota
Cape Girardeau, MO 63703

RE Three Issues: 1. Claim for the Extensive damages by AmerenUE's contract crew to the Johnson-Nichols Property; 2. Relocating the New Pole and Guy Wire; 3. Your Visit to Our Property.

Dear Ms. Mason:

This letter follows up on our conversations with you and Eric Boyer and our submission of a detailed claim to AmerenUE's claims manager in March.

1. Claim for the Extensive damages by AmerenUE's contract crew to the Johnson-Nichols Property. You encouraged us to file a claim with AmerenUE's claims manager and assured Ms. Johnson that AmerenUE was committed to settling our claim through its internal process. On March 15, 2010, we filed a detailed claim by certified mail-return receipt requested. Our claim package included a list and description of damages, documentation of damages with 16 photographs, copies of written estimates from contractors, and copies of all correspondence between us and AmerenUE. Corporate Claims Management received our claim package on March 18.

Over five weeks have passed and we have not had the courtesy of a response. We request that you contact Corporate Claims Management to expedite payment of our claim. Please let us know the results of your inquiry.

2. Relocating the New Pole and Guy Wire. In our letter dated December 21, 2009, we described our concern about a new pole and guy wire installed by AmerenUE's contract crews in soft, uncompacted, swampy ground. (The location is marked as Trespass Area 2A on the map enclosed with that letter.) The guy wire now sits in the water pool of the pond most of the time and, at times of heavy rain, the pole also sits in water. We are concerned both with the stability and safety of the pole and guy wire and the location of the guy wire inside our property boundary and the possible location of the pole inside our property boundary. If the pole fell or the line broke, there is a serious risk of electrocution in or around the wet ground and in the pond. When AmerenUE had made no response to this concern in over a month after receiving our letter to you, Ms. Johnson contacted Mr. Lewis Mills, Missouri Public Counsel on January 25, 2010, for assistance. He offered to contact an AmerenUE executive in headquarters on our behalf and did so. As a result, Eric Boyer of the Dexter office of AmerenUE contacted us to follow up.

Eric Boyer visited our property to discuss the location of the new pole and guy wire that AmerenUE's contract crew placed within the pond impoundment and inside our property boundary. Mr. Boyer said he expected the crew members to have used the largest and longest auger bit, but he could not confirm they had done so by visually inspecting the pole and guy wire. He also said he did not have any written records as to what bit was used. We told him we have no confidence in the competence of AmerenUE's contractors because they caused extensive damage to our property, did not abide by the Missouri Public Service Commission regulations nor AmerenUE's requirements, did not use common sense, and did not obtain the proper equipment to prevent damage.

Mr. Boyer proposed sending a crew in this summer when the water level in the pond is lower and the ground is dry. This crew would drill down to remove the guy wire and reinstall it further up the hill within three feet of the pole using the largest auger bit to anchor it. He assured us the crew would use a small vehicle that would not cause more damage to our land and the crew would come at a date arranged with us in advance so we could be present to observe the work.

We prefer that the pole and guy wire be relocated off our property. If that is physically impossible, however, we will accept this proposal under these conditions: This letter is not to be construed as either a written or prescriptive easement for AmerenUE or its agents or its successors for any use of our property east of our western boundary line that existed as of June 30, 2007, other than a one-time relocation of the guy wire whose location was examined by Eric Boyer in March 2010, with such relocation to be completed by October 1, 2010, in the presence of Ms. Carolyn Johnson or Mr. Dan Nichols.

3. Your Visit to Our Property. While he was there, we showed Mr. Boyer some of the damages to our property including the clear-cut trees and shrubs, the limbs, trunks and tall stumps left by AmerenUE's contract crew, and the deep ruts and erosion caused by their trucks. He asked Ms. Johnson if it would be okay if he arranged for you to see our property. She said that would be an excellent idea and we would want to be present for your visit. When Ms. Johnson talked with you about the claim we were submitting with the photographs on a CD, she repeated the invitation. Yesterday Mr. Boyer called and arranged for your visit on Monday, May 3rd at noon. We look forward to meeting you in person.

Sincerely,

Carolyn R. Johnson

Dan M. Nichols

Rec'd May 3, 2010

JOHNSONNICHOLSELEC-ESMT

EASEMENT

KNOW ALL MEN BY THESE PRESENTS,

this _____ day of _____, 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 ONE AND 00/100 ***** 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 00°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 _____ this _____ day of _____, 2010.

CAROLYN R. JOHNSON

DAN M. NICHOLS

X _____

X _____

COUNTY of _____)

On this _____ day of _____, 2010, before me personally appeared Carolyn R. Johnson to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed and the said Carolyn R. Johnson further declared herself to be single and unmarried.

My Commission expires _____

Notary Public

STATE OF MISSOURI)

COUNTY of _____)

On this _____ day of _____, 2010, before me personally appeared Dan M. Nichols to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed and the said Dan M. Nichols further declared himself to be single and unmarried.

My Commission expires _____

Notary Public

320 Rannell St.
Dexter, MO 63841
573-614-4262
December 30, 2010

Sent by Certified Mail-Return Receipt Requested and by Fax

Ms. Jean Mason, Manager SEMO Division
AmerenUE
45 S. Minnesota
Cape Girardeau, MO 63703

RE: Extensive damages by AmerenUE's contract crew to the Johnson-Nichols property and AmerenUE's continued trespass on our private property.

Dear Ms. Mason:

As another year comes to an end, AmerenUE has persisted in failing to resolve the three major issues arising from its trespass and the resulting extensive damages to our property that we find so distressing:

1. AmerenUE's contractor placed a new electrical pole and guy wire within our pond impoundment and inside our private property boundary, and AmerenUE has not removed them;
2. AmerenUE asked us to grant an easement allowing it to continue damaging our property; and
3. AmerenUE failed to compensate us for the extensive damages to our property.

Once we were assured you wanted to resolve these issues on behalf of AmerenUE, we invited you to visit our property on May 3, 2010, to see some of the extensive damages first caused by AmerenUE's contract crew in 2009 and to discuss resolution of the three issues listed above.

Electrical pole and guy wire not removed. AmerenUE failed to respond to our written concerns over the safety of the new electrical pole and guy wire placed in our pond and the need for immediately removing them. Because of AmerenUE's apparent indifference, Ms. Johnson contacted Lewis Mills, Missouri Public Counsel, in January 2010, and he contacted AmerenUE's Vice President of Energy Delivery in St. Louis and requested action. As a result, Eric Boyer of the Dexter office of AmerenUE contacted us to follow up and promised to remove the guy wire and pole. He promised to take precautions to reduce any potential of causing more damage to our property. He promised to bring a crew and appropriate equipment in during the summer when the rains had stopped, the pond level had dropped, and the ground had dried. This work would take place on a date convenient to us and to AmerenUE, and he agreed it would be completed before October 1, 2010, as described in our letter to you dated April 26, 2010.

During your visit in May, you confirmed this agreement for Mr. Eric Boyer to remove the guy wire and pole that was erected in trespass on our property. As you know, the rains stopped the first week in June, and this summer was extremely dry.

Mr. Boyer has not fulfilled this agreement, and AmerenUE's trespass on our property continues. We have questioned Mr. Boyer several times over the summer and fall about his inaction, and he has repeatedly refused to suggest a date to do the promised removal. His non-response has been, "I haven't forgotten about you."

AmerenUE asked us to grant it an easement allowing more damages to our property. During your visit on May 3, you said that AmerenUE would like to correct an oversight by obtaining from us a 20-foot easement along the 658.7-foot western boundary of our property. You presented us with a 3-page document entitled "Easement" that was drafted by AmerenUE's staff. (A scanned copy is enclosed.)

You said AmerenUE would not compensate us directly for our damages and claimed that it was not AmerenUE's practice to pay for easements. In this instance, however, you said AmerenUE would give us a check for \$3,000.00 as a "signing bonus" if we signed the easement right then, that afternoon. We told you we would fully review the document later and that it was essential for AmerenUE to compensate us for our damages. A week later you talked to Ms. Johnson by phone and told her you had authorization to increase the "signing bonus" to \$5,000.

The document prepared by AmerenUE would require us to grant AmerenUE and its contractors access to all 19+ acres of our property at any time, in perpetuity. Further, it would allow AmerenUE to license, grant or permit others to access and use our property for electric lines as well as telephone and communication purposes. Under its wide-open terms, AmerenUE, as well as any licensee, grantee or permittee of AmerenUE's, could also cut down trees and cause other damages at will on all our property at any time.

This document written by AmerenUE is not a proper easement. An easement limits the size of land area the grantee can use; it restricts the scope, timing and nature of activities performed by the grantee on the easement; and it protects the landowners' fundamental interest in using and enjoying their property. A proper easement is not a license to destroy property, and it does not supersede the property owners' dominant interest. This document drafted by AmerenUE is the functional equivalent of a quit-claim deed. It transfers substantial control of our property from us to AmerenUE and authorizes AmerenUE to continue destroying our private property at will. All this in exchange for \$1.00, a "signing bonus" of \$5,000.00, but no beads, cooking pots and small-pox infected blankets.

We will not sign AmerenUE's "Easement" document.

Failure to compensate us for the extensive damages caused by AmerenUE's contract crew.

During your visit, we discussed the status of the claim you had encouraged us to file with AmerenUE's insurance claim manager for our documented damages. On March 15, 2010, we filed the claim forms with a thick packet of documents, written estimates from contractors, a map, and photographs. You told us the insurance manager had rejected our claim because the manager believed the damages were an unavoidable result of the 2009 ice storm and thus an "act of God." You also said you had decided to delay the written response to our claim until after your visit with us. (It is now late December and we have not received a written response to our claim.)


We told you that AmerenUE is responsible for compensating us for these damages regardless of any position taken by an insurance company. It was not ice or God who drove big trucks across our property and left deep ruts. It was not ice or God who used chainsaws to clear-cut all our trees in an area 475 feet long and also felled our neighbors' trees onto our property. It was not ice or God who installed an electrical pole and guy wire within the basin of our pond. It was not ice or God who dumped piles of food wrappers, cans, toilet paper and other trash on our property. AmerenUE's contract crew committed all these damages and more. To suggest God created the conditions for this heedless destruction is blasphemy.

Conclusion. AmerenUE has acted in bad faith:

- AmerenUE did not fulfill its promise to remove the electrical pole and guy wire;
- AmerenUE presented us with an unethical, unscrupulous, and overreaching document purporting to be an "Easement;"
- AmerenUE has not compensated us for the damages caused by its contractors; and
- AmerenUE did not respond to our communications in a timely manner.

Before we can give any further consideration to granting AmerenUE's request for an easement, AmerenUE must take two long over-due actions to re-establish a positive atmosphere of trust and good faith: (1) Remove the electrical pole and guy wire, and (2) compensate us for our damages.

Sincerely,


Carolyn R. Johnson


Dan M. Nichols

c.c. Mr. Lewis Mills, Missouri Public Counsel

Encl. AmerenUE's "Easement" document.