



November 3, 2023

The Joseph H. and Codi M. Wissman Joint Revocable Inter Vivos Trust dated 19th day of April 2016

Attn: Joseph H. Wissman and Codi M. Wissman, Trustees



Re: Easement on Property in Cape Girardeau County, Missouri Owned by the Joseph H. and Codi M. Wissman Joint Revocable Inter Vivos Trust dated April 19, 2016 (MO-LR-CG-029)

Dear Sir or Madam:

Ameren Services Company is the agent of Ameren Transmission Company of Illinois ("ATXI"). This letter is written on behalf of ATXI in connection with that certain Easement of even date herewith executed by The Joseph H. and Codi M. Wissman Joint Revocable Inter Vivos Trust dated April 19, 2016 (whether one or more, collectively, "Owner") in favor of ATXI ("Easement"). As used in this letter, the word "Property" means that parcel of ground owned by Owner which is subject to the Easement. "Easement Area" and "Access Route" are defined in the Easement.

This letter will confirm certain additional agreements by ATXI with respect to the Property and/or Easement.

1. In connection with the initial construction of its facilities on the Easement Area and the future operation and maintenance of its facilities on the Easement Area, ATXI agrees that ATXI and its contractors (the "ATXI Parties") will, to the extent reasonably practical, use all reasonable efforts to use only the Easement Area or the Access Route for ingress and egress, provided, however the ATXI Parties may use other routes across Owner's Property, but only to gain access to the facilities, the Easement

Area, or other parts of ATXI's electric transmission or distribution system, adjoining or otherwise, in the event of emergencies (for example, a tornado causes a downed line and restoration of service as quickly as possible is necessary or desirable) or if access via the Easement Area or Access Route is impractical (for example, topographical, weather, or physical conditions prevent use of the Access Route, such as a washout of the Access Route due to flooding). The attached drawing (Attachment 1) shows the contemplated Access Route as "Proposed Access Easement". ATXI will maintain the Access Route but Owner understands that ATXI will only maintain the Access Route for ATXI's purposes and needs, i.e., maintaining and gaining access to the Easement Area. The Access Route shall be generally 20 feet in width with the understanding that it may be wider in spots in order to accommodate curves and the terrain. If ATXI cuts trees outside the Access Route, it will compensate Owner for all damages incurred. Except as provided in this letter or the Easement, ATXI and its contractors shall use the Access Route as the route for gaining access to the Easement Area. The Easement Area and Access Route are on a part of the Property that ATXI has the right to use under the Easement without permission of Owner; provided, however, ATXI agrees that areas outside the Easement Area or Access Route may only be used in the event of emergencies or if access via the Easement Area or Access Route is impractical as described above in this paragraph. Further, ATXI acknowledges that, as provided in this side letter agreement and the Easement, ATXI must contact Owner in advance and obtain Owner's permission to use the part of the Property shown on Attachment 1 as "Permissive Use Only".

2. ATXI or its agents or contractors provides the following notices with respect to non-emergency vegetation management and construction work:

(a) vegetation management notice as required by state regulation, currently not more than 90 days before the commencement of activities and not later than 7 days before the commencement of activities; and

(b) notices of upcoming construction projects are given by ATXI's contractors or agents, or by ATXI itself (typically, one notice describing the planned project, and, once scheduled, a notice identifying when the project is anticipated to commence).

For vegetation management concerns, Owner may reach out to Ralph Thurman at 636-744-6143, currently assigned to this area.

3. The ATXI Parties will erect a separate entry gate and secure the ATXI gate with a separate lock. This gate shall be used at all times by the ATXI Parties to access the Access Route and Easement Area. This gate shall remain in place after the construction

phase is complete and shall be used by the ATXI Parties for any future maintenance or access as required. Attachment 1 depicts the approximate location of ATXI's gate.

4. In connection with initial construction of its facilities, the ATXI Parties will coordinate with the Owner to erect fencing for the purpose of preventing livestock from accessing the Easement Area. If Owner notifies ATXI that it desires to keep the fencing in place after completion of construction of the facilities, Owner will be solely responsible for maintaining the fencing thereafter. If Owner does not notify ATXI prior to completion of construction of the facilities that Owner desires to keep the fencing in place, ATXI will remove the fencing.

5. Agreed upon compensation for Easement is \$ [REDACTED] ("Compensation Amount"). A check will be issued made payable to Oliver, Oliver & Waltz, P.C. ("Waltz") and Waltz will deposit the Compensation Amount into its lawyer's trust account to be disbursed pursuant to separate agreement among Owner, Waltz, LoanDepot.Com ("Lender"), and any other party who may have an interest in the same. ATXI has no duty with respect to such funds other than to make the payment of the Compensation Amount to Waltz. The Compensation Amount is intended to compensate all parties with an interest in the Property, including Lender, Owner's lender. Owner warrants Lender is the only lender with a lien on the Property. Owner and Waltz are responsible for paying any amount required by Lender as a condition to execution of their consent to the Easement. The Compensation Amount is "just compensation" for the taking, and grant of, the Easement.

6. Owner maintains a memorial area for certain remains on the Property, the area of which is within the Easement Area. See approximate location depicted on Attachment 1. If deemed necessary by ATXI, and upon request, the Owner shall remove the remains on the Property on or before November 21, 2023. ATXI will coordinate with Owner the trimming or removal of the tree(s) in the memorial area if necessary; Owner acknowledges that even if Owner and ATXI cannot agree as to trimming or removal of the tree(s), ATXI shall have the right to trim or remove the tree(s) in order to maintain clearances required by any applicable safety codes (including the National Electrical Safety Code) or any transmission vegetation management strategy or similar plan applicable to ATXI or adopted by ATXI. ATXI will fence off the memorial area during its construction of the facilities.

7. Owner acknowledges and agree that certain activities to construct ATXI's facilities must be conducted on the Property in the Easement Area (i.e., right of way where

the line will be located) and the Access Route to the Easement Area, including but not limited to:

- Surveying;
- Soil testing;
- Foundation setting;
- Excavation;
- Cutting or removal of any or all trees, vegetation and obstructions in the Easement Area and Access Route;
- Graveling of the Access Route;
- Grading of the Access Route;
- Placing mutually accessible gates where necessary;
- Staging material in the Easement Area;
- Setting poles;
- Stringing wire; and
- Restoration of the Property as necessary.

Owner agrees that they will not intentionally or knowingly interfere with any of these activities or actively prevent ATXI or ATXI's contractors from accessing the Property in order to conduct these activities and complete construction of the transmission line.

8. Upon recording of the Easement, counsel for ATXI and Owner will enter into a joint stipulation dismissing ATXI's condemnation case against Owner without prejudice, such stipulation to provide that each party is to pay its own attorney fees and expenses, and ATXI to pay for court costs. The parties agree to take any action required for recording of the Easement, including re-execution of the same if necessary in order to comply with any requirement of the County Recorder's Office.

9. In the event of any conflict between the terms of the Easement and this side letter, the terms of the Easement govern and control.

10. The terms of this side letter agreement shall remain in force and bind and benefit Owner and ATXI as well as any future owner of the Property as to the provisions of Paragraph 1 of this side letter agreement.

Sincerely,

Ameren Services Company

/s/ Denise M. Thompson

Acknowledged and Agreed:

OLIVER, OLIVER & WALTZ, P.C.

James F. Waltz

Joseph H. Wissman

Codi M. Wissman

