



February 14, 2025

INADMISSIBLE SETTLEMENT COMMUNICATION

James F. Waltz
Oliver, Oliver & Waltz, P.C.
1838 Broadway – P.O. Box 559
Cape Girardeau, MO 63702-0559

Re: Wissman Property – Ameren Transmission Company of Illinois (“Ameren”)

Dear Mr. Waltz:

Please allow this letter to serve as Ameren’s response to your letter of December 17, 2024 regarding claimed damages to the Wissman Property. The lettering and captions below correspond to those set forth in your letter. Additionally, please understand that Ameren’s response is grounded in three key elements: Ameren’s obligations under the easement and the accompanying side letter agreement, Ameren’s obligations set forth in Exhibit 1 to the Settlement Agreement in Case No. EA-2021-0087 before the Missouri Public Service Commission (copy enclosed), and the reasonable foreseeability of claimed damages being asserted by your client.

A. FENCING. Ameren will pay for the direct cost to repair the portion of the fence damaged by Ameren or its contractors. Ameren will not pay for the cost to install an entirely new fence, nor will Ameren pay for costs to repair your client’s Bobcat or tractor, or the cost to rent a Bobcat, as those alleged damages are not reasonably foreseeable due to the damaged fence. With respect to the fencing, after consulting with Poettker Construction, Ameren believes approximately 250 linear feet of fencing is required to be installed to address Mr. Wissman’s concerns. Ameren will agree to pay the amount of \$[REDACTED] for fence repair (250 linear feet X \$55/linear foot).

B. CATTLE. Ameren does not agree that it has caused the loss of any cattle or other livestock. However, Ameren will pay \$[REDACTED] to address Mr. Wissman’s loss. This figure is based on Mr. Wissman’s letter to Ameren from last year. Ameren will not pay for the costs of hay or grain or the costs to build a storage facility for hay.

C. TIMBER. Without evidence that the trees referenced in this paragraph had a market value such that they could be sold for milling or processing, Ameren is not willing to pay your client’s estimate of \$[REDACTED] in value. Ameren, however, will pay the amount of \$[REDACTED] for this timber.

D. STUMPS. This paragraph of your letter covers damages claimed for (i) stumps not cut to a height of 4” or less; (ii) deep ripping of the property; (iii) removal of timber; and (iv) reseeding of the area. Ameren will agree to compensate your client in the amount of \$[REDACTED] for all claimed damages set forth in this paragraph.

E. ROAD. Your letter references damages claimed in an amount of at least \$[REDACTED] due to the easement road allegedly being in disrepair and causing damage to your client’s property. At the conclusion of construction, Ameren re-graded and restored the roadway to the same or better condition prior to its work. As such Ameren is not willing to pay compensation to your client for this claim.

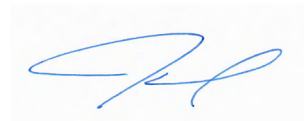
F. DAMAGED AND MISSING PERSONAL PROPERTY. Ameren denies that any personal property was damaged or lost due to construction by Ameren or its contractors. Ameren is not willing to pay compensation to your client for this claim and cannot consider doing so without proof of the damages and an inventory and valuation of the items your client claims are missing or damaged.

The total amount that Ameren is willing to compensate your client for these claimed damages is \$[REDACTED]. This amount is intended to compensate your client for all damages incurred by your client as a result of Ameren's project and work on your client's property, whether enumerated in a letter or writing from you or your client or not. This amount would be paid to your client and your client would be expected to make repairs (or cause them to be made); neither Ameren nor its contractors would have any responsibility to make such repairs. In connection with making any payment to your client, Ameren will require a release of Ameren and other parties (including its affiliates and contractors) by your client for all damages, known or unknown, asserted or unasserted, from the beginning of time to the date of the release relating in any way to Ameren's project and work on your client's property. As you know, this type of release is typical in resolving damage claims and is not a peculiar requirement by Ameren. We can supply Ameren's form of release if you would like to review before responding to the offer set forth in this letter.

Nothing in this letter shall be deemed an admission of liability on the part of Ameren. This letter is being sent as an attempt to resolve disputed claims of liability against Ameren being asserted by your client.

We look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink, appearing to be "JLG", is shown within a light blue rectangular box.

Joseph L. Goff, Jr.

JLG
Enclosures