Data Requests:

0001.0

I have attached 5 pages of email correspondence. This is all I have regarding emails. I did receive correspondence letters from Denise Thompson, they are attached. There was an issue at the county assessor’s office regarding our address. When we moved from 3368 county road 553 to 1020 county road 532 we supplied our change of address materials, however they only updated the personal property address and not the real estate address despite having sold that property. So There were TWO addresses in the assessors records. ATXI used the old address and only the letters from Denise were ever forwarded to the new address. However. Having met with Tim Barrett of Contract Land Staff in January 2022, at our house on 532, Ameren was aware of our actual home Address.

0002.0

I have attached correspondence from screenshots. Also if interested. Numerous conversations were recorded. However they are too large to upload. These include the clearing crew discussing that they do NOT “CUT” trees. Admissions from Poettker Construction that reconstruction was not completed. And admitting to some of the damages. There are several hours of recordings but I can try and locate any information that you would like to hear.

0003.0

Similar to the screenshots, no specific phone logs were retained by myself.

0004.0/0005.0/0006.0

In January of 2022. At the initial meeting of myself and Tim Barrett the cemetery was disclosed. Tim took a picture of the concrete foal monument that Mark Murray described as a “TOY HORSE”. The statement was made that Ameren was not to interfere with that cemetery! At that Time I relayed to Tim Barrett that Ameren had shifted the lines to accommodate the MDC shooting range on the adjacent property, and it was my families position that they should do the same thing at this location. That would have only required moving three (3) Wabash poles to the east just like they did at the MDC location. Easy, no big deal. Additional easement would not have been necessary as the Wabash poles would have remained on our property just further to the east. I adamantly told him, we would work with Ameren as long as they went east but DONT come west. Being a native burial site it is EXEMPT from being transferred to the county. Having been established over 10 years prior it was/is a legitimate burial site and protected from condemnation. Denise Thompson replied to our request her letter is attached multiple times in the file. The level of disrespect for our loved ones, from calling our monument a “TOY” to denying the presence of the site altogether to condemn it then put a pole right in front of it and inform us that one day they would destroy a witness tree if they chose to do so. Words cannot describe. But they knew they could get away with it because of Judge Benjamin Lewis.

0007.0

The difference in value of the appraisals is very easy to understand once you read the AWS appraisal and take note of 2 key concepts.

First of all, Ameren **MUST** provide an appraisal. Second the “independent” appraiser will do as they are told by Ameren. ( to get the cost as close to nothing as possible).

1. use of the property reflected in the appraisal--------VACANT GROUND
2. Page 1, line 7 states**...” OUR OPINION OF VALUE IS INTENDED TO ASSIST AMEREN TRANSMISSION COMPANY OF ILLINOUIS IN ITS AQUISITION OF AN EASEMENT RELATED TO THE LIMESTONE RIDGE TRANSMISSION LINE PROJECT”** The lower the value the higher the profits.
3. Page 2, scope of the appraisal: “**AT THE REQUEST OF THE CLIENT (ATXI) THESUBJECT SITE INSPECTION HAS BEEN LIMITED TO A VIEWING OF THE PROPERTY FROM THE PUBLIC ROADWAY”**
4. Page 3, “**the improvements have not been valued in this appraisal report”**
5. Page 6, **Sales comparison approach as vacant**
6. Page 8, “**based on our analysis we do not believe the proposed easement has any negative impact.”**
7. Page 9, AWS actually relays the MO statute 523.039. and 523.001 is stated ” If less than the entire property is taken, fair market value shall mean the difference between the fair market value of the entire property immediately prior to the taking and the fair market value of the remaining or burdened property immediately after the taking” Then they calculate the value of the property **AS IF WAS VACANT GROUND, NOT THE PROPERTY IN ITS ENTIRETY AS REQUIRED BY LAW !!!!!**

That is how Ameren lowers costs and increases profits. This deceptive practice has actually been

challenged before.

**Blind acceptance of an appraiser‟s testimony would render sections 523.256 and 523.253 meaningless and would permit the condemning authority to provide landowners with “slipshod or incompetent appraisals,” the precise evil the legislature sought to avoid in enacting section 523.253. Whitman, 71 MO. L. REV. at 749.**

**WD70655 :** This is a condemnation action in which the trial court found that Appellant Planned

Industrial Expansion Authority of Kansas City (“Expansion Authority”) failed to fulfill its

statutory obligations to conduct good faith negotiations with the owners of certain property that

the Expansion Authority sought to condemn. We stress that section 523.253 does not contemplate a

full determination of the fair market value of the subject property at the initial hearing. A

condemning authority need only show that its appraisal was made by a state-licensed appraiser who

used generally accepted

appraisal practices. However, contrary to the implications of the Expansion Authority‟s

 argument, the circuit court is not required to take the appraisers‟ testimony at face value, without

any further inquiry as to whether generally accepted appraisal practices were in fact used. Blind

acceptance of an appraiser‟s testimony would render sections 523.256 and 523.253 meaningless

and would permit the condemning authority to provide landowners with “slipshod or

incompetent appraisals,” the precise evil the legislature sought to avoid in enacting section

523.253. Whitman, 71 MO. L. REV. at 749.

But That is **EXACTLY** what Benjamin Lewis did in Cape and Perry county. He was the Judge for all the

Ameren cases: Pondarosa Ranch, Russell, Thomas, Meyer, Gary Schlichting, Dorothy Palish, East Perry

Lumber, JASON C SCHMIDT, AMANDA PETZOLDT. Everyone brought up the appraisals as an issue. The

Judge based his rulings on the pre 2006 requirements and gifted Ameren the properties. I raised

concern with the Commission on retirement, removal, and Discipline. But it went nowhere. See

attached complaint form against judges. It is very easy for people from this area to connect the dots.

These “REDUNDENT” lines got to Procter and Gamble Manufacturing. Procter and Gamble is a

MAJOR donor to southeast hospital. And Ben Lewis sits on the board of southeast hospital.

(biography attached)

Although I have made this complaint. EVERYONE I have talked to is angry, I was corrected several

times when I asked about the **“VOLUNTARY”** easements given to Ameren. There was **NOTHING**

Voluntary that happened down here.

0008.0. We didn’t receive notices from Ameren.