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Acquisition
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File No.: EA-2026-0058
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MISSOURI PUBLIC SERVICE COMMISSION

File No. EA-2026-0058

DIRECT TESTIMONY

OF

JENNIFER SPURLOCK

ON

BEHALF OF

UNION ELECTRIC COMPANY

d/b/a Ameren Missouri

**St. Louis, Missouri
November 2025**

Table of Contents

I. INTRODUCTION	1
II. PURPOSE AND SCOPE.....	2
III. LAND RIGHTS REQUIRED.....	3
IV. LAND RIGHTS ACQUISITION	6
V. IMPACT OF CONSTRUCTION AND MITIGATION REMEDIATION	8
VI. CONCLUSION.....	11

DIRECT TESTIMONY

OF

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FILE NO. EA-2026-0058

I. INTRODUCTION

Q. Please state your name and business address.

A. Jennifer Spurlock, Ameren Services, One Ameren Plaza, 1901 Chouteau Avenue,
St. Louis, Missouri 63103.

Q. What is your position with the Ameren Services?

A. I am employed by Ameren Services Company ("Ameren Services" or "AMS") as
Senior Real Estate Agent.

Q. What are your responsibilities as Senior Real Estate Agent?

A. In this role, I lead real estate scope requirements for electric transmission line
projects on behalf of the transmission-owning entities of Ameren Corporation ("Ameren"),
including Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri"). The Ameren
Services Real Estate Department provides, among other services: (a) feedback on transmission
line and substation routing and siting; (b) assistance and planning for public workshops and public
outreach related to such construction; (c) acquisition of land rights and permits required for
transmission line and substation construction through direct negotiations with landowners and
agencies; and (d) settlement or restoration of construction damages that may occur during
transmission line construction.

1 **Q. Are you familiar with the electric transmission project for which Ameren Missouri**
2 **is requesting Commission approval in this proceeding?**

3 A. Yes. Ameren Missouri is proposing to construct an approximately 28-mile, 345-
4 kilovolt, new double-circuit transmission line, the Project, to connect the Burns substation located
5 in Callaway County, Missouri to the Montgomery substation located in Montgomery County,
6 Missouri.

7 **Q. Are you sponsoring any schedules with your testimony?**

8 A. Yes, I am sponsoring the following:

- 9 • Schedule JS-D1 – Legal Description of the Proposed Route
- 10 • Schedule JS-D2 – Example Easement Agreement
- 11 • Schedule JS-D3 – List of Landowners along the Final Proposed Route
- 12 • Schedule JS-D4 – Ameren Services Standards and Procedures

13 **III. LAND RIGHTS REQUIRED**

14 **Q. What land rights does Ameren Missouri seek to acquire?**

15 A. The Company is seeking all necessary land rights for construction of the Project
16 including permanent easements, temporary easements, reasonable working space adjacent to the
17 easement, access rights for ingress and egress, and vegetation management, across the properties
18 on the Proposed Route. The Company has a standard easement that it provides to landowners,
19 which spells out these rights in detail. The easement reflects the land rights Ameren seeks to
20 acquire by negotiation. Generally speaking, the key terms are these: Ameren has the right to
21 construct, operate, and maintain the line, the right to manage vegetation to safely operate the line,
22 the right to use reasonable working space near the easement area, and the right of ingress and
23 egress to access the line for construction, maintenance and operation. The landowner is prohibited

1 from creating or permitting any structures in the easement area or creating any hazardous
2 conditions or obstructions. The Company is responsible for actual damages (except the trimming,
3 controlling of growth, cutting, and removal of trees and other vegetation) caused by its
4 construction, operation, maintenance, or repair activities.

5 **Q. Where does Ameren Missouri propose to construct the Project?**

6 A. The final Proposed Route is represented in the Direct Testimony of Ameren
7 Missouri's witness John Dunham and in his accompanying exhibit, **Schedule JD-D1**.
8 Furthermore, **Schedule JS-D1**, attached to my Direct Testimony, provides the legal description
9 for the final Proposed Route.

10 **Q. How wide will the permanent easement need to be to accommodate the**
11 **transmission line?**

12 A. The Company will need to acquire permanent 150-foot-wide (typically 75 feet on
13 each side of centerline) along the route approved by the Commission. This means Ameren
14 Missouri will request easements totaling approximately 520 acres along the Proposed Route.

15 **Q. Why will Ameren Missouri request 150-foot-wide easements?**

16 A. Ameren will request a 150-foot-wide right-of-way to accommodate the Project's
17 double circuit 345-kilovolt conductors and ensure that all applicable clearance requirements and
18 design standards are met, as further explained by Ameren Missouri's witness, Justin Wenk.

19 **Q. Will Ameren Missouri need access to maintain vegetation near the**
20 **Transmission Line?**

21 A. Vegetation management is necessary to ensure the reliability of the Transmission
22 Line for reliability and public safety. The Company's standard easement, which Ameren will use
23 to acquire easement rights for the Transmission Line, contains language that allows trimming,

1 cutting, clearing and removal of trees and shrubs on or adjacent to the easement area that may
2 endanger the safety of or interfere with Grantee's exercise of the rights to maintain the reliability
3 of its transmission lines. A copy of the standard Transmission Easement is attached to this
4 testimony as **Schedule JS-D2**, and is provided for illustrative purposes only.

5 **Q. Has Ameren Missouri considered the potential need to deviate from the**
6 **proposed final route?**

7 A. Yes. While Ameren Missouri's planning of the Proposed Route was based on
8 considerable due diligence, there may, in some circumstances, be a need to deviate from the
9 Proposed Route, but within the 600-foot-wide Notification Area. For example, the Company will
10 work with landowners, where possible, should they request a change in the placement of a structure
11 which might require a deviation within the final Notification Area. The Company therefore
12 proposes in its CCN Application that it will use all reasonable efforts to abide by the Proposed
13 Route on each of the parcels identified in the CCN Application and over which an easement will
14 be required, but that Ameren Missouri be allowed to deviate from the Proposed Route within one
15 of those parcels within the 600-foot-wide Notification Area in the following two scenarios:

16 Scenario 1: If surveys or testing do not necessitate a deviation, Ameren Missouri may
17 deviate from the depicted route on a particular parcel upon request of Ameren Missouri or
18 the landowner and mutual agreement.

19 Scenario 2: If Ameren Missouri determines that surveys or testing requires a deviation, the
20 Company will negotiate in good faith with the affected landowner and if agreement can be
21 reached, Ameren Missouri may deviate from the route depicted on that parcel, as agreed
22 with the affected landowner.

IV. LAND RIGHTS ACQUISITION

Q. How many parcels of property would Ameren Missouri need to acquire land rights on to construct the Project?

A. The number of affected landowners from whom an easement will be required on the Proposed Route, as determined by a review of the Montgomery and Callaway County Assessors' county-level tax data, is nine-four (94) distinct landowners. Together, these landowners own one hundred and nine (109) different parcels. I have attached as **Schedule JS-D3** to my testimony a list of the landowners along the Final Proposed Route which includes those landowners from whom an easement will be required (denoted with an asterisk), as well as those landowners within the Notification Area.

Q. Has Ameren Missouri used best efforts to inform landowners about the Proposed Route?

A. Yes. Ameren Missouri provided notice to the landowners in the Study Area for the Project and held a series of public meetings. The notice process, public meetings, and other public engagement activities and initiatives are discussed in further detail in the Direct Testimony of Ameren Missouri's witness Leah Dettmers.

Q. How will the Company contact the landowner to acquire the easement rights it needs to construct the Transmission Line?

A. Ameren Missouri representatives will contact the owners of the land on which it needs easement rights to construct the Transmission Line to negotiate the purchase of the easements it needs. Each landowner will be assigned to one land acquisition representative contact. These representatives initially will contact the landowners in person, if possible.

1 **Q. What information will the Company give to landowners at that time?**

2 A. The representative will explain to each landowner the reason for the contact and
3 the purpose of the Transmission Line, and they will answer any questions the landowners might
4 have about the Transmission Line. The representative will also give the landowners at that initial
5 meeting a written statement of the purpose of the Project and the Transmission Line, a parcel
6 map with aerial photography of the easement area needed, a Professional Land Surveyor-
7 generated legal description and plat of the proposed easement area that shows the calculated
8 acreage and dimensions of the easement needed, easement calculation worksheet, and
9 information regarding the type and location of the Transmission Line facilities that the Company
10 proposes to construct in the easement. Ameren will also provide a copy of a proposed easement
11 purchase agreement and/or the easement document.

12 **Q. Will Ameren Missouri offer to purchase the easements it needs at that initial**
13 **meeting?**

14 A. Yes. Ameren Missouri will offer compensation and will explain the basis for its
15 calculation of its offer.

16 **Q. How will Ameren Missouri determine the compensation it will offer to**
17 **landowners to acquire easements for the Project?**

18 A. Although Ameren Missouri has not yet determined what it will offer for the
19 particular easements it needs to construct the Project, the compensation it offers will be based on
20 market valuation data provided by a third-party independent licensed appraiser. Ameren
21 Missouri intends to obtain an overall market study covering the route approved by the
22 Commission. Ameren will review any third-party appraisals that landowners may provide during
23 negotiations. In addition, the Ameren representative will be available to discuss the easement

1 purchase with each landowner, as needed. The proposed compensation will be based on the
2 number of acres encumbered by the easement corridor.

3 **Q. Does Ameren Missouri anticipate using eminent domain to construct the**
4 **Transmission Line?**

5 A. It is Ameren Missouri's goal to obtain all land rights needed for the Project by
6 negotiation. However, if negotiations are not successful in acquiring voluntary easements, the
7 Company may need to pursue condemnation. Ameren Missouri has not begun negotiating
8 easement acquisition for the Transmission Line, so it does not know now whether eminent
9 domain will be required. The Company will make all reasonable efforts to acquire the necessary
10 land rights by negotiation, and it will seek to exercise eminent domain authority only if it
11 determines that it cannot acquire the land rights through negotiation.

12 **V. IMPACT OF CONSTRUCTION AND MITIGATION REMEDIATION**

13 **Q. Does Ameren Missouri utilize any standards and procedures regarding**
14 **construction, repair, and maintenance in right-of-way areas on and around the Project**
15 **footprint?**

16 A. Yes. Ameren's Standards and Procedures are attached to this testimony as
17 **Schedule JS-D4**. These Standards and Procedures detail how the Company plans to manage the
18 construction, maintenance, and repair activities within the Project. These Standards and
19 Procedures cover a range of issues, including right-of-way acquisition, construction and clearing,
20 maintenance and repair, and indemnification.

21 **Q. Once a transmission line easement or other right-of-way agreement is**
22 **executed, who within Ameren Missouri is responsible for administering the agreements and**

1 **responding to any requests for payment of damages, complaints, or claims related to**
2 **Ameren Missouri's activities pursuant to the easement or agreement?**

3 A. The Standards and Procedures attached to this testimony as **Schedule JS-D4**
4 provide for numerous contact points for administering the agreements and responding to any
5 requests for the payment of damages, complaints, or claims related to the Company's activities.
6 That being said, my department is ultimately responsible for ensuring those requests, complaints,
7 or claims are properly addressed.

8 **Q. Describe in further detail how that process will work.**

9 A. Prior to construction, Ameren Missouri's designated representative will
10 personally contact each landowner, or designated contact for a parcel in the instance there are
11 multiple interests in the parcel, to discuss access to the right-of-way on their parcel and any
12 special concerns or requests about which the landowner desires to make the Company aware of.
13 During construction, and through the completion of restoring access and the right-of-way,
14 Ameren Missouri's designated representative will be on-site, meaning at or in the vicinity of the
15 route, or on call, to respond to questions or concerns. This process is outlined in **Schedule JS-**
16 **D4.**

17 **Q. How does Ameren Missouri plan to address damage to private property, if**
18 **any, resulting from construction of the Transmission Line?**

19 A. Ameren Missouri is responsible for the restoration of, or payment for, any
20 damages to the property, including crops, of landowners and tenants caused by the Company or
21 its contractors. Pre-payment of damages may be offered to the landowners at the time of
22 easement negotiations. Ameren Missouri will notify each landowner before commencement of
23 construction. Upon completion, the Company will assess each property for any damage not

1 repaired or previously compensated. Each landowner will be provided an Ameren representative
2 to contact to report damages.

3 **Q. How does Ameren Missouri plan to dispose of trees on the property of the**
4 **landowner that must be removed from the right-of-way?**

5 A. As discussed in Section III, Paragraph 4 of **Schedule JS-D4**, Ameren Missouri
6 will allow the landowner the right to retain ownership of the trees and consult with the
7 landowner regarding the landowner's preferred disposition of the trees. Any non-standard
8 disposition of trees will be memorialized in an agreement with the relevant landowner.

9 **Q. Will the construction of the Transmission Line remove any farmland from**
10 **cultivation?**

11 A. Other than the footprint of the foundations for the structures supporting the
12 Transmission Line, construction will not remove agricultural land from cultivation. If the
13 Proposed Route is selected, less than one (1) acre of farmland will no longer be tillable, out of
14 the approximate one hundred and sixty-five (165) tillable acres of the five hundred and ten (510)
15 total easement acres required for the entire Project, as a result of the Transmission Line's
16 construction. Thus, most of the easement area will only have overhanging wires and farmers can
17 continue to use the land under the transmission lines.

18 **Q. In your experience, what is the impact to the ability to farm in areas outside**
19 **the easement area?**

20 A. The existence of the transmission line should not affect the ability to farm, or the
21 yields for that matter. And in the very rare circumstance that Ameren Missouri would need to
22 use land outside of the easement area (say to access the line under emergency conditions),

1 affected landowners will be compensated for any and all damage due to the Company and its
2 contractors work, including any crop loss.

3 **Q. In your experience, what is the impact of transmission facilities on the ability**
4 **to engage in livestock and grazing activities within the easement area?**

5 A. The impact is minimal. It is quite common for grazing and other livestock activities
6 to co-exist around transmission line structures. Again, the monopole design associated with this
7 Project further enhances that co-existence, as there are no guy wires or anchors that would impact
8 access to the easement area or a landowner's ability to mow, for example. Ameren Missouri has
9 experience in working with farmers and ranchers to accommodate their livestock during the
10 construction phase of the Project. As discussed in Section III, Paragraph 9 of **Schedule JS-D4**, if
11 necessary for construction, Ameren Missouri will reimburse landowners for their time required to
12 move livestock from one location to another and, where feasible, may install temporary fences or
13 gates to keep livestock out of the construction area.

14 **Q. Will Ameren Missouri restore or pay for any damage to drainage tile, should**
15 **that occur?**

16 A. Yes. The Company intends to work with landowners to identify and avoid any
17 existing drain tile or repair or compensate landowners for damage to drain tile that cannot be
18 located or avoided.

19 VI. CONCLUSION

20 **Q. Does this conclude your Direct Testimony?**

21 A. Yes.

LEGAL DESCRIPTION OF PROPOSED ROUTE FOR THE
MONTGOMERY-CALLAWAY CONNECTOR PROJECT

COMMENCING AT THE EXISTING MONTGOMERY SUBSTATION LOCATED IN THE SOUTH 1/2 OF SECTION 15, TOWNSHIP 48 NORTH, RANGE 5 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN MONTGOMERY COUNTY IN THE STATE OF MISSOURI, PROCEEDING IN A NORTHWESTERLY DIRECTION THROUGH THE SOUTH 1/2 OF SECTIONS 15 AND 16;

THENCE PROCEEDING IN A NORTHWESTERLY DIRECTION THROUGH SECTIONS 17 AND 18, TOWNSHIP 48 NORTH, RANGE 5 WEST, AND CONTINUING IN A NORTHWESTERLY DIRECTION THROUGH SECTION 13, TOWNSHIP 48 NORTH, RANGE 6 WEST IN MONTGOMERY COUNTY IN THE STATE OF MISSOURI, TO A POINT OF DEFLECTION;

THENCE IN A SOUTHWESTERLY DIRECTION THROUGH SECTION 14, TOWNSHIP 48 NORTH, RANGE 6 WEST TO A POINT OF DEFLECTION;

THENCE PROCEEDING IN A WESTERLY DIRECTION THROUGH SECTIONS 15, 16, 17 AND 18, TOWNSHIP 48 NORTH, RANGE 6 WEST IN MONTGOMERY COUNTY IN THE STATE OF MISSOURI;

THENCE PROCEEDING IN A WESTERLY DIRECTION THROUGH THE SOUTH 1/2 OF SECTION 13, 14, 15, 16, AND 17 TOWNSHIP 48 NORTH, RANGE 7 WEST IN CALLAWAY COUNTY IN THE STATE OF MISSOURI, TO A POINT OF DEFLECTION;

THENCE PROCEEDING IN A NORTHWESTERLY DIRECTION THROUGH SECTION 18, TOWNSHIP 48 NORTH, RANGE 7 WEST, AND CONTINUING THROUGH THE NORTH 1/2 OF SECTION 13, SOUTHWEST 1/4 OF SECTION 12, SOUTH 1/2 OF SECTION 11, AND CONTINUING THROUGH SECTION 10, ALL IN TOWNSHIP 48 NORTH, RANGE 8 WEST, IN CALLAWAY COUNTY IN THE STATE OF MISSOURI, TO A POINT OF DEFLECTION;

THENCE NORTHWESTERLY THROUGH THE NORTH 1/2 OF SECTION 9, THE NORTHEAST 1/4 OF SECTION 8 AND THE SOUTHWEST 1/4 OF SECTION 4, AND CONTINUING THROUGH THE SOUTH 1/2 OF SECTION 5 AND EAST 1/2 OF SECTION 6 ALL IN TOWNSHIP 48 NORTH, RANGE 8 WEST, IN CALLAWAY COUNTY IN THE STATE OF MISSOURI, TO A POINT OF DEFLECTION;

THENCE PROCEEDING WESTERLY IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 NORTH, 8 WEST, IN CALLAWAY COUNTY IN THE STATE OF MISSOURI;

THENCE CONTINUING IN A WESTERLY DIRECTION THROUGH THE NORTH 1/2 OF SECTIONS 1 AND 2, IN TOWNSHIP 48 NORTH, RANGE 9 WEST, IN CALLAWAY COUNTY IN THE STATE OF MISSOURI, TO A POINT OF DEFLECTION;

THENCE PROCEEDING IN A NORTHWESTERLY DIRECTION THROUGH THE NORTH $\frac{1}{2}$ OF SECTIONS 3 AND 4, IN TOWNSHIP 48 NORTH, RANGE 9 WEST, AND THE SOUTHWEST $\frac{1}{4}$ OF SECTION 33, THE SOUTH $\frac{1}{2}$ OF SECTION 32, AND THE SOUTHEAST $\frac{1}{4}$ OF SECTION 31 ALL IN TOWNSHIP 49 NORTH, RANGE 9 WEST, IN CALLAWAY COUNTY IN THE STATE OF MISSOURI, TO A POINT OF DEFLECTION;

THENCE CONTINUING WESTERLY TO THE EXISTING BURNS SUBSTATION PROPERTY LOCATED IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 49 NORTH, RANGE 9 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN CALLAWAY COUNTY IN THE STATE OF MISSOURI, FOR THE POINT OF TERMINATION.

SAID CORRIDOR BEING APPROXIMATELY TWENTY-EIGHT (28) MILES IN LENGTH AND INCOMPASSING APPROXIMATELY FIVE HUNDRED AND TEN (510) ACRES OF LAND.

REMS INFORMATION

Agreement ID:

Project ID:

EASEMENT

(Electric Transmission)

[address/location/PIN/district]

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 20____, that **[GRANTOR INCLUDING MARRIAGE STATUS DESIGNATION]**, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**, a Missouri corporation, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, inspect, protect, repair, relocate, modify, add to the number of and remove an electric and communication line or lines consisting of towers, poles, crossarms, guys, anchors, wires, cables, conduits, fixtures, foundations, footings and other appurtenances thereto (hereinafter individually or collectively "Facilities"), together with all rights and privileges for the exercise and enjoyment of the Easement rights and the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under the following described land in Section _____, Township _____, Range _____, of the 3rd Principal Meridian, _____ County, State of Illinois, to-wit:

[legal description] (hereinafter "Easement Area").

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated; together with right to use reasonable work space adjacent to the Easement Area during construction, reconstruction, replacement, operation, maintenance, repair, modification, or removal of the Facilities; together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches, and other obstructions upon, over, and under the surface of said Easement Area and the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of the Facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

SCHEDULE JS-D2

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting, and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

Grantor hereby waives and releases any and all homestead and other marital rights it may have pursuant to Illinois law.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

My Commission Expires

Notary Public

Affix Notary Stamp Below

Prepared By:

Return To:

Easement No.:

Line Name:

Line No.:

Original Easement No.:

[initials]

WO#:

Facility Name:

[location reference or coordinates]

10/24/2025

EA-2026-0058

**Schedule JS-D3
is Confidential in
its Entirety**

P

Ameren's Standards and Procedures for Construction, Repair and Maintenance of Right-of- Way for the Montgomery-Callaway Connector Project

I. Applicability

1. The following standards and procedures apply to construction, maintenance and repair activities occurring partially or wholly on privately owned agricultural land affected by the activities of Ameren Missouri ("Ameren") as part of the Montgomery to Callaway Connector Project (Project).
2. They do not apply to such activities occurring on highway or railroad right-of-way or on other publicly owned land. Ameren will, however, adhere to the standards relating to the repair of drainage tile (identified below) regardless of where drainage tile is encountered. To the extent the standards and procedures conflict with an easement or other right-of-way agreement as between Ameren and the landowner, the language in the easement or other agreement shall govern.
3. All standards and procedures are subject to modification through negotiation by landowners and a designated representative of Ameren, provided such changes are negotiated in advance of any construction, maintenance or repairs.
4. Ameren will implement the standards and procedures to the extent that they do not conflict with the requirements of any applicable federal, state, or local rules, regulations, or other permits that apply to the Project. If any standard or procedure is held to be unenforceable, no other provision shall be affected by the holding, and the remaining standards and procedures shall remain in effect.

II. Right-of-Way Acquisition

1. Every landowner from whom Ameren requires an easement or other right-of-way agreement will be contacted personally, and Ameren will negotiate with each such landowner in good faith on the terms and conditions of the easement or agreement, its location, and compensation therefor. For easements, landowners will be shown an exhibit which shows the proposed location of the easement and be provided Ameren's standard template. Upon a final survey, landowners will be presented with an amended exhibit that shows the specific, surveyed location for the easement and be provided Ameren's standard template.
2. Ameren's right-of-way acquisition policies and practices will not change regardless of whether Ameren does or does not yet possess a Certificate of Convenience and Necessity from the Commission.

III. Construction and Clearing

1. Prior to construction, Ameren will notify all landowners in writing of the name and telephone number of Ameren's designated representative so that they may contact the designated representative with questions or concerns before, during, or after construction, including, but not limited to concerns over inferior work being performed on the landowner's property. Such notice will also advise the landowners of the expected start and end dates of construction on their properties. Landowners will be contacted in person, by phone and/or in writing at least 24 hours prior to the

beginning of construction and provided a name and phone number of an Ameren Services real estate employee or contractor to contact if they have any questions or concerns. Following construction, landowners will be contacted to settle crop, land restoration, or other damages.

2. Prior to construction, Ameren's designated representative will personally contact each landowner (or at least one owner of any parcel with multiple owners) to discuss access to the right-of-way on their parcel and any special concerns or request about which the landowner desires to make Ameren aware.

3. During construction, and through the completion of clean-up of the right-of-way, Ameren's designated representative will be on-site, meaning at or in the vicinity of the route, or on-call, to respond to landowner questions or concerns.

4. If trees are to be removed from privately owned land, Ameren or their representative will consult with the landowner to see if there are trees of commercial or other value to the landowner. If there are trees of commercial or other value to the landowner, Ameren will allow the landowner the right to retain ownership of the trees with the disposition of the trees to be negotiated prior to commencement of land clearing, such negotiation to include a reasonable period of time in advance of construction for landowner to harvest any timber the landowner desires to harvest and sell. If requested by the landowner, Ameren will cut logs 12" in diameter or more into 10 to 20 foot lengths and stack them along the edge of the right-of-way for handling by the landowner. Ameren's intent is to mulch or windrow trees and brush of no value on site; however, it will follow the landowner's desires, if reasonable, regarding the disposition of trees and brush of no value to the landowner by windrowing, burial, chipping or complete removal of affected property.

5. Stumps will be cut as close to the ground as practical, but in any event will be left no more than 4" above grade as terrain allows.

6. Unless otherwise directed by the landowner, stumps will be treated to prevent regrowth.

7. Unless the landowner specifically states that he does not want the area seeded, disturbed areas in non-crop producing land will be restored using a native plant mix consisting of native grasses and forbs. Deep-rooted native species will be used based on their abilities to enhance wildlife, soil permeability, pollutant filtering, and their reduced needs for fertilizer, herbicides, irrigation, and mowing. In addition, the native grasses and forbs will be selected for the region and site conditions. Before seeding the disturbed areas will be prepared to allow for good seed to soil contact to promote seed-germination and early growth. The native seed mix will be applied with any needed soil amenities and a cover crop consisting of oats or winter wheat depending on the time of year the seed is applied. The seeded area will be covered to protect the seed from being dislodged by storm events or erosion. Seeding cover may include crimped straw, erosion blanket, spray on erosion control products, or other methods depending on slopes or existing erosion conditions. Final restoration activities will be considered achieved when 70% or greater of the restored area has established permanent (not cover crop) vegetation with no large barren areas.

8. Best management practices will be followed to minimize erosion, with the particular practice employed at given location depending upon terrain, soil, and other relevant factors.

9. If necessary for construction, Ameren will reimburse landowner for their time required to move livestock from one location to another and, where feasible, may install temporary fences or gates to keep livestock out of the construction area.
10. Gates will be securely closed after use.
11. Should Ameren damage a gate, Ameren will repair that damage.
12. If Ameren installs a new gate, Ameren will either remove it after construction and repair the fence to its pre-construction condition, or will maintain the gate so that it is secure against the escape of livestock.
13. Ameren will utilize design techniques intended to minimize corona.
14. Should a landowner experience radio or tv interference issues believed by the landowner to be attributed to Ameren's line, Ameren will work with the landowner in good faith to identify if Ameren is the root cause of the problem, and if so to attempt to resolve the issue.
15. If tiling is practiced in the area where a transmission line is to be constructed, Ameren will send a letter to all landowners to request information as to whether support structure locations will interfere with any drainage tile.
16. If Ameren is advised of possible drainage tile interference with a support structure location, then Ameren will conduct an engineering evaluation to determine if the support structure can be relocated to avoid interference with the tile. Ameren will make its best efforts to relocate the support structure if the engineering integrity of the electric transmission line can be maintained.
17. If the tile is intercepted and needs to be relocated, Ameren shall negotiate a relocation agreement with landowner. In no case shall the length of the rerouted tile exceed 125% of the length of original tile line that will be replaced.
18. If the tile line is intercepted and repair is necessary, such repair shall be performed in accordance with local requirements (if any), and if no requirements are available, Ameren shall reference the USDA Natural Resources conservation Service Conservation Practice Standard document, "SUBSURFACE DRAIN"- CODE 606, to aid in the repair of the damaged tile.
19. Ameren will make every reasonable effort to repair, replace, or pay to repair or replace damaged private property within 45 calendar days, weather and landowner permitting, after the transmission line has been constructed across the affected property. If the landowner is paid for any work that is needed to correct damage to his/her property, Ameren will pay the ongoing commercial rate for such work. After construction is completed, Ameren will make reasonable efforts to contact each landowner personally to ensure construction and clean-up was done properly, to discuss any concerns, and to settle any damages that may have occurred. Ameren will restore all disturbed slopes and terraces to their original condition following construction.

20. In order to minimize the impact of soil compaction and rutting, Ameren, unless the landowner opts to do the restoration work, will deep rip to a depth of 18 inches all cropland, which has been traversed by construction equipment, unless the landowner specifies other arrangements that are acceptable to Ameren.
21. Ameren will deep rip to a depth of 12 inches all pasture and hay land that has been traversed by construction equipment to alleviate compaction impacts, unless the landowner specifies other arrangements that are acceptable to Ameren.
22. Ameren will deep rip or pay to have deep ripped all compacted and rutted soil, weather and landowner permitting, after the transmission line has been constructed across any affected property.
23. If desired by the landowner, Ameren will agree to apply fertilizer and lime to land disturbed by construction, weather permitting, within a mutually agreed time frame following the completion of final construction to help restore the fertility of disturbed soils and enhance the establishment of a vegetative cover to control soil erosion.
24. Ameren will remove from the landowner's property all material that was not there before construction commenced and which is not an integral part of the transmission line. (Note: Such material to be removed would also include litter generated by the construction crews).
25. Ameren will work with landowners to prevent or correct excessive erosion on all lands disturbed by construction. Ameren will use all reasonable efforts to ensure that erosion control measures are implemented, or pay the landowner to do so, within 45 days, weather and landowner permitting, following the construction of the transmission line across any affected property subject to erosion.
26. Excess soil material will be generated from the area displaced by the foundation for the support structures. Ameren will remove the excess soil material in tillable and pasture lands.
27. All Ameren contractors will be required to carry and maintain a minimum of one million dollars of liability insurance available to respond to damage claims of landowners. All contractors will be required to respond to any landowner damage claims within 24 hours. All contractors will be required to have all licenses required by state, federal, or local law.

IV. Maintenance and Repair

1. With regard to future maintenance or repair and right-of-way maintenance after construction is completed, Ameren will make reasonable efforts to contact landowners prior to entry onto the right-of-way on their property to advise the landowners of Ameren's presence, particularly if access is near their residence.
2. Ameren will remain liable to correct damages to private property beyond the construction of the transmission line, to associated future construction, maintenance, and repairs as well.
3. All right-of-way vegetation management line clearance contractors will employ a general foreman who is a certified arborist.

4. If herbicides are used, only herbicides registered with EPA and any applicable state authorities will be used, and herbicides will be used in strict compliance with all labeling directions.
5. To the extent maintenance outage availability permits, routine maintenance will not be planned during wet conditions so as to minimize rutting.
6. Existing access roads will be used to access the right-of-way wherever available.
7. Prior to commencing any scheduled vegetation management on the right-of-way, Ameren or an Ameren representative, upon request, will meet personally with all landowners who wish to discuss Ameren's vegetation management program and plans for their property and to determine if the landowner does or does not want herbicides used on their property. If the landowner does not want herbicides used, they will not be used.

V. Indemnity

1. Ameren will indemnify all owners of agricultural land upon which such transmission line is installed, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the construction, maintenance, removal, repair, and use of such transmission line, whether heretofore or hereafter installed, including damage to such transmission line or any of its appurtenances, to the extent such claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or willful misconduct of Ameren, its employees, agents or contractors.

In the Matter of the Application of Union
Electric Company d/b/a Ameren Missouri
Company for a Certificate of Convenience
and Necessity to Construct, Own, Operate
and Maintain Upgrades to the Transmission
System in Montgomery and Callaway
Counties, Missouri

STATE OF MISSOURI)
) ss
CITY OF ST. LOUIS)

Jennifer Spurlock
Jennifer Spurlock

Sworn to me this 10th day of November, 2025.