

IN THE CIRCUIT COURT OF REYNOLDS COUNTY
STATE OF MISSOURI

STATE OF MISSOURI ex rel.)
JEREMIAH W. (JAY) NIXON,)
Attorney General,)
Plaintiff,)
v.) Case No. 07RE-CC00005
UNION ELECTRIC COMPANY d/b/a)
AmerenUE,)
a Missouri corporation,)

Consent Judgment

THIS DAY came the State of Missouri ("State") ex rel. Jeremiah W. (Jay) Nixon ("AG"), including without limitation the Missouri Department of Natural Resources ("MDNR"), on behalf of itself, as Trustee of the Natural Resources of the State and on behalf of the Missouri Clean Water Commission, and the Missouri Conservation Commission ("MCC"), collectively the ("State Parties"), each by counsel, and Defendant Union Electric Company d/b/a AmerenUE ("AmerenUE"), by counsel, (collectively, the "Parties") and represented to the Court, which hereby finds and concludes, as follows:

A. The State has asserted certain claims in its Petition filed in this action (the "Lawsuit") related to the failure of the Taum Sauk Project Upper Reservoir on December 14, 2005 ("the Occurrence").

B. MDNR and MCC, although not parties to this Lawsuit, could assert claims arising out of the matters that are the subject of this Lawsuit and agree to the terms of this Consent Judgment in lieu of otherwise pursuing such claims.

C. The purpose of this Consent Judgment is, pursuant to the terms agreed upon herein, to resolve the Lawsuit and the claims for damages and other relief therein and any other claims by

Ameren Exhibit No. 159
Date 5-24-11 Reporter TV
File No. ER-2011-0028

the State Parties arising out of the Occurrence; make the State and State Parties whole; compensate the people of Missouri for losses related to the Occurrence; facilitate the rebuild of the upper reservoir by AmerenUE using construction practices, operating rules, and safety features as required and approved by the Federal Energy Regulatory Commission ("FERC"); warranty that no damages related to the Occurrence shall be borne by AmerenUE ratepayers in Missouri; and restore as much as possible the Johnson's Shut-Ins State Park and other affected natural environment to its condition existing before December 14, 2005. This Consent Judgment does not have any other purpose. It shall be construed to best effectuate the foregoing purposes.

D. The parties have engaged in extensive, arms' length negotiations regarding a final Consent Judgment of the claims.

E. After analyzing the facts and law applicable to the claims, and taking into account the burdens, risks, uncertainties, and expense of litigation, the State Parties negotiated a Consent Judgment with AmerenUE that is fair, reasonable, adequate, and in the best interests of the citizens of the State of Missouri.

F. After analyzing the facts and law and taking into account the burdens, risks, uncertainties and expense of litigation, AmerenUE has similarly concluded that this Consent Judgment is fair and reasonable and in its best interests.

I. Agreement

In consideration of the covenants and mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Definitions.** For purposes of this Consent Judgment, the following definitions shall apply:

_____ 01/10/07
_____ 1/10/07
_____ 01/10/07

1.1 "Natural Resources" shall mean land, fish, forest, wildlife, biota, air, water, groundwater, drinking water supplies, and any other ecological or recreational opportunities provided by these things, and other resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the State of Missouri.

1.2 "Natural Resource Damages" shall mean damages for injury to, destruction of, or loss of natural resources, including the reasonable costs of assessing such injury, destruction, or loss, and the loss of recreational opportunities or use of these resources.

1.3 "Compensatory Damages" shall mean those damages compensating the State for the loss of its property, including, but not limited to, the loss of structures, improvements to real property, recreational buildings, historic sites or combinations of hotel, inn, lodge, tourist cabins, dining rooms, recreational facilities and real property, resulting from the Occurrence.

1.4 "Past Response Costs" and "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the State has incurred or will incur in reviewing or developing plans, reports, and other items pursuant to this Consent Judgment, verifying work performed pursuant to this Consent Judgment, or otherwise implementing, overseeing, or enforcing this Consent Judgment, including, but not limited to, payroll costs, contractor costs, travel costs, and laboratory costs.

2. **Rebuild.** Subject to authorization by FERC, AmerenUE shall replace the failed Upper Reservoir Dike with a new Upper Reservoir Dam, according to all requirements of construction and licensing of all Federal and State regulatory agencies with jurisdiction over the rebuild. In order to facilitate the rebuilding of the Upper Reservoir Dam, the State agrees to timely process and issue all necessary or required permits in a manner consistent with prevailing law and to fully cooperate with AmerenUE during the rebuild process.

3. **Ratepayer Protection.** AmerenUE acknowledges that it will not attempt to recover from ratepayers in any rate increase any in-kind or monetary payments to the State Parties required by this Consent Judgment or construction costs incurred in the reconstruction of the Upper Reservoir Dam (expressly excluding, however, "allowed costs," which shall mean only enhancements, costs incurred due to circumstances or conditions that are currently not reasonably foreseeable and costs that would have been incurred absent the Occurrence as allowed by law), and further acknowledges the audit powers of the Missouri Public Service Commission to ensure that no such recovery is pursued. In the event that Ameren intends to seek recovery for allowed costs, it shall notify the State Parties in writing at least seven (7) business days in advance of its initial applications for the recovery of these costs. If AmerenUE fails to provide the required notice, it shall forfeit whatever legal right it has to seek such recovery.

4. **Natural Resource Damages.** AmerenUE shall be responsible to the State for Natural Resource Damages in the amount of eighty-four million one hundred and fifty-six thousand dollars (\$84,156,000) which, in addition to the other in-kind and monetary payments and remediation set out in this Part I of the Consent Judgment, shall be in satisfaction of any and all actual and compensatory damages arising out of the Occurrence. These Natural Resource Damages include, without limitation, all damages for aquatic, biological, and terrestrial resources, water and air quality, lost use, and any other ecological or recreational damages of any nature incurred or that will be incurred as a result of the Occurrence. The Parties agree that AmerenUE shall satisfy its responsibility to the State for these Natural Resource Damages by the in-kind and monetary payments set forth below in subparagraphs I.4(A) – (F):

A. AmerenUE shall pay (i) eleven million eight hundred seventy-five thousand dollars (\$11,875,000) to the "State of Missouri (Parks Earnings Fund)," within thirty

(30) business days of the entry of this Consent Judgment; (ii) four million two hundred and eighty-one thousand dollars (\$4,281,000) to the "State of Missouri (Natural Resources Protection Fund Damages Subaccount)," within thirty (30) business days of the entry of this Consent Judgment; and (iii) six million dollars (\$6,000,000) to the "State of Missouri (Conservation Commission Fund)" within thirty (30) business days of entry of this Consent Judgment. All such sums shall be paid by electronic funds transfer as directed by the Parties.

B. AmerenUE shall pay two million dollars (\$2,000,000) for natural resource monitoring pursuant to paragraph I.8 of this Consent Judgment.

C. AmerenUE shall pay seven million dollars (\$7,000,000) for the Tourism and Economic Development Trust Fund account pursuant to paragraph I.11 of this Consent Judgment.

D. AmerenUE shall be credited thirty-three million dollars (\$33,000,000) of Natural Resource Damages by (a) executing a right of first refusal for certain lands in Reynolds County, Missouri, owned by AmerenUE and known as "Church Mountain," pursuant to paragraph I.13 of this Consent Judgment; and (b) causing to be executed, by its affiliate Missouri Central Railroad, the perpetual Trail Use License Agreement attached as Appendix E for an approximately 46-mile section of railway right-of-way between Windsor and Pleasant Hill, Missouri pursuant to paragraph I.12 of this Consent Judgment, the recreational value of which is deemed to be fifteen million dollars (\$15,000,000); and (c) contributing eighteen million dollars (\$18,000,000) to be used by MDNR for construction of this trail extension.

E. AmerenUE shall pay the amount of two million dollars (\$2,000,000) as a contribution to the State of Missouri Reynolds County School Fund and three million dollars

(\$3,000,000) to the Reynolds County Educational Enrichment Fund pursuant to paragraph I.15 of this Consent Judgment.

F. AmerenUE shall be credited fifteen million dollars (\$15,000,000) of Natural Resource Damages for construction of structures and facilities that did not exist at the time of the Occurrence as set out in paragraph I.7(D) of this Consent Judgment.

5. **Compensatory Damages.** Within thirty (30) business days of entry of this Consent Judgment, AmerenUE shall pay two million dollars (\$2,000,000) as compensatory damages for lost park revenues and lost timber to be made payable to "State of Missouri (Parks Earning Fund)."

6. **Response Costs.** The States Parties acknowledge that all Response Costs have been invoiced by the State Parties, which total approximately two million dollars (\$2,000,000), and have been paid in full by AmerenUE. For all emergency response costs incurred on behalf of the Environmental Emergency Response Unit, AmerenUE will purchase, at a cost to AmerenUE which does not exceed one million one hundred and ninety-four thousand dollars (\$1,194,000) total, and donate to MDNR six environmental emergency response vehicles constructed at Precision Equipment in Camdenton, Missouri, which meet MDNR's specifications for such vehicles.

7. **Remediation.** This Court hereby orders that AmerenUE shall perform all clean-up, remediation and restoration work called for in this Consent Judgment as follows:

A. (i) The State Parties agree that AmerenUE has completed, and the State Parties accept as complete, the clean-up, remediation and restoration work set out in Appendix A, which as of October 31, 2007 has a fair and reasonable value of fifty-one million dollars (\$51,000,000).

(ii) AmerenUE shall perform the clean-up, restoration and remediation tasks set out in Appendix B, but in no event shall it be required to expend more than fifty-two million dollars (\$52,000,000), in addition to the fifty-one million dollars (\$51,000,000) incurred as of October 31, 2007, to complete these tasks. AmerenUE and MDNR agree to develop a collaborative process to manage the restoration and remediation tasks to ensure that these tasks are performed in a cost-effective manner consistent with the quality levels agreeable to MDNR. To this end, AmerenUE may issue requests for proposals from contractors for specific tasks, and in consultation with MDNR, accept bids to complete those tasks. MDNR may also serve as contractor for certain tasks at MDNR's discretion.

(iii) No later than the eleventh business day of each month, AmerenUE shall provide to MDNR invoices with descriptions of design and construction activities for the prior month. AmerenUE and MDNR shall meet monthly to discuss current design and construction activities including estimated expenses and activities for the following month, progress on the tasks identified in Appendix B, and funds remaining in relation to the fifty-two million dollars (\$52,000,000) available as of October 31, 2007.

(iv) Upon the completion of all work on Appendix A and Appendix B, or the expenditure of one-hundred three million dollars (\$103,000,000), whichever comes first, AmerenUE shall submit a final accounting statement to the State Parties.

B. If, in addition to the fifty-one million dollars (\$51,000,000) incurred as of October 31, 2007, AmerenUE is ultimately required to expend less than forty-six million dollars (\$46,000,000) to complete the tasks in Appendix B, then AmerenUE shall pay to the State of Missouri (Parks Earnings Fund) the difference between forty-six million dollars (\$46,000,000) and the amount actually expended since October 31, 2007 to complete these tasks.

C. Upon completion of each task identified in Appendix B, the designated representative of the State shall execute a Final Acceptance Certificate in the form set out in Appendix C accepting that work on behalf of the State Parties and acknowledging completion of the task. For this purpose the State shall be responsible for designating a representative for each task identified in Appendix B.

D. The State Parties acknowledge that at least fifteen million dollars (\$15,000,000) of the amounts expended by AmerenUE for the clean-up, remediation and restoration are for construction of structures and facilities that did not exist at the time of the Occurrence and constitute additional compensation for Natural Resource Damages described in paragraph I.4 of this Consent Judgment.

8. Monitoring Payments. Within thirty (30) business days of the entry of this Consent Judgment, AmerenUE shall pay two million dollars (\$2,000,000) into the "State of Missouri (Natural Resources Protection Fund Damages Subaccount)" to be used by MDNR and MCC for aquatic, terrestrial, and biological studies of the impacted area and ongoing maintenance and monitoring.

9. Water Management. AmerenUE shall file its application for relicensing the Taum Sauk facility with FERC no later than June 30, 2008. During the relicensing process, AmerenUE shall use good faith efforts, in cooperation with MCC, to develop a water management plan acceptable to both parties. AmerenUE's obligations under this provision shall not be governed by Section I.3 of this Consent Judgment.

10. Tax Base Support. AmerenUE shall pay annual local property taxes (or payments in lieu of taxes) to Reynolds County according to assessed valuation set by taxing authorities in accordance with State law. Regardless of the assessed valuation, AmerenUE shall pay to

Reynolds County a minimum of six hundred thousand dollars (\$600,000) per year in 2007, 2008, 2009 and 2010. If the local property taxes based on an assessed valuation in any one of these years is greater than \$600,000, AmerenUE will be obligated to pay this higher amount.

11. Taum Sauk Tourism and Economic Development Non-Profit Entity. In order to compensate the State for the lost tax revenues, damages to the tourist base and disruption to the general Taum Sauk area, AmerenUE shall help establish and fund a Taum Sauk Tourism and Economic Development Non-Profit Entity as follows:

A. AmerenUE shall fund the formation of a Taum Sauk Tourism and Economic Development Non-Profit Entity for the purpose of promoting tourism and economic development in the area affected by the Occurrence. In connection with the formation of the non-profit entity, the Attorney General shall draft the Articles of Incorporation and By-Laws in accordance with Missouri law and the non-profit entity shall be established by an incorporator selected by the Attorney General. The non-profit entity shall consider funding in whole or in part the construction of the wastewater treatment system of Lesterville.

B. AmerenUE shall fund the entity with a payment of seven million dollars (\$7,000,000) at the direction of the Attorney General, within thirty (30) business days after entry of this Consent Judgment, but not before January 2, 2008.

C. The entity shall be governed by a Board appointed by the Attorney General, subject to the approval of the Court.

D. AmerenUE shall have no involvement in the selection of the Board members or the selection of projects for funding by the entity.

12. Rock Island Line Right-of-Way. As further compensatory mitigation for recreation losses to the State and its people, no later than thirty (30) business days after entry of this

Consent Judgment, AmerenUE shall cause its affiliate, Missouri Central Railroad, to execute the Trail Use License Agreement attached hereto as Appendix E to allow MDNR nonexclusive use of a portion of the Rock Island railway corridor between Windsor and Pleasant Hill, Missouri. This license shall include the rights to construct, operate and maintain in perpetuity a trail for pedestrian, bicycle and equestrian use within the licensed premises. The right-of-way will make a "co-located" or "rail with trail" project connecting the KATY Trail State Park with the Kansas City region possible. AmerenUE shall also contribute the sum of eighteen million dollars (\$18,000,000) to be deposited in the State of Missouri Parks Earnings Fund to be used by MDNR exclusively for the construction of this trail extension with the following exception: if after three (3) years from the date this Consent Judgment is entered, the \$18,000,000 or any part thereof is not obligated to the completion of an MDNR approved conceptual development plan for the trail to connect Pleasant Hill, Missouri to Katy Trail State Park, any remaining such unobligated funds may be expended by MDNR for any park purpose consistent with law. AmerenUE agrees to provide MDNR access to all real estate records pertaining to the railroad right-of-way over which the trail will run, including all deeds, leases and crossing licenses in the possession of AmerenUE and its parent, subsidiary, or affiliated companies, including Missouri Central Railroad.

13. **Church Mountain.** As further compensatory mitigation for recreation losses to the State and its people, AmerenUE hereby grants to MDNR for a period of twenty (20) years the exclusive right of first refusal to purchase all or any portion of Church Mountain Property described in Appendix D hereto (hereinafter all or any portion of this property is referred to as "Church Mountain Property") upon the following terms and conditions:

A. If any time during the term of the exclusive right of first refusal AmerenUE receives a bona fide firm offer from a prospective purchaser unrelated to AmerenUE for the purchase of Church Mountain Property that AmerenUE is willing to accept, AmerenUE shall so notify both MDNR and MCC in writing and attach a copy of the written offer. Upon receipt of such written notification, MDNR shall have forty-five (45) days to exercise its right of first refusal by written notification to AmerenUE agreeing to purchase the subject property under the same or substantially similar terms and conditions as the written offer. Thereupon, MDNR and AmerenUE shall enter into a purchase contract, and the closing of such contract shall be contingent upon MDNR's inspection of the property and the title and its determination of the title's marketability.

B. MDNR shall have one hundred and eighty (180) days from the date of exercising the option to obtain sufficient financing for the purchase, which may require a legislative appropriation. If MDNR is unable to obtain sufficient financing within this timeframe, then the right of first refusal shall lapse, without penalty, and AmerenUE will be free to sell or otherwise dispose of the property.

C. If only a portion of the property is offered to MDNR, this right of first refusal shall remain in effect over the remainder of the property.

D. If AmerenUE receives an offer to purchase any parcel of property that includes Church Mountain Property as well as other property, the purchase price at which MDNR's first right of refusal may be exercised shall be determined on a pro rata basis based upon the acreage and improvements that are Church Mountain Property relative to the acreage and improvements of all of the property that are the subject of the offer to purchase. If the offer to purchase provides for any exchange of properties intended to qualify as a like-kind exchange

under Section 1031 of the Internal Revenue Code, MDNR may agree to pay cash in the amount of the fair market value of the property being offered in exchange for the Church Mountain Property.

E. This right of first refusal is being granted separately from and in addition to that Lease Agreement dated June 25, 1990 between AmerenUE and MDNR, which grants public access to the property.

F. During the period of the exclusive right of first refusal, AmerenUE shall permit logging only in accordance with a forestry plan approved by MCC. MCC shall have the right of reasonable access to the property for the purpose of inspection to ensure that this provision is being complied with. Such inspections shall be done only after AmerenUE has been notified in advance. With this exception as to logging, AmerenUE shall have the right to develop, improve, undertake mining or mineral exploration upon, or otherwise utilize the Church Mountain Property, or transfer such property to any affiliated entity, without triggering the exclusive right of first refusal.

G. Any notice required by this right of first refusal shall be effective if mailed by certified mail, return receipt requested, to the parties at the addresses specified in paragraph IV.1 of this Consent Judgment.

H. This exclusive right of first refusal shall inure to the benefit of and be binding upon AmerenUE, MDNR and MCC and their respective successors and assigns. AmerenUE hereby consents to MDNR assigning its exclusive right of first refusal to MCC at any time during the period of the exclusive right of first refusal.

14. **Permits.** AmerenUE hereby acknowledges that this Consent Judgment does not absolve it of any responsibility to apply for permits as the State or the United States would

generally require for environmental remediation, property restoration, and mitigation activities such as those this Court is ordering AmerenUE to complete in response to the collapse of the Taum Sauk reservoir. The State Parties acknowledge that it is not their intent to use any discretionary authority they have as permitting authorities to substantively change the obligations regarding environmental remediation, property restoration, and mitigation activities imposed on AmerenUE by this Consent Judgment.

15. Contribution to Reynolds County School Fund. The Parties further agree AmerenUE shall cause two million dollars (\$2,000,000) to be paid to the "State of Missouri Reynolds County School Fund," and three million dollars (\$3,000,000) to be paid to the Reynolds County Educational Enrichment Fund, by electronic funds transfer as directed by the State Parties within thirty (30) business days of entry of this Consent Judgment. With regard to the latter, AmerenUE shall fund the formation of a Reynolds County Educational Enrichment Fund Non-Profit Entity. In connection with the formation of the non-profit entity, the State Parties shall draft the Articles of Incorporation and By-Laws in accordance with Missouri law. AmerenUE shall fund the entity at the direction of the Attorney General with a payment of three million dollars (\$3,000,000) on or after January 2, 2008, subject to the prior entry of this Consent Judgment. The entity shall be governed by a Board appointed by the State Parties, subject to the approval of the Court. AmerenUE shall have no involvement in the selection of the Board members or the selection of projects for funding by the entity.

II. Additional Terms and Conditions

1. Nothing in this Consent Judgment shall be construed to modify or negate the decision(s) rendered by the Missouri Public Service Commission on May 22, 2007 in Case No. ER-2007-0002, or any stipulation among the parties to Case No. ER-2007-0002 and filed therein,

or any action by the Missouri Public Service Commission in Case No. ER-2008-0015 or Case No. ES-2007-0474.

2. This Consent Judgment constitutes the entire understanding between the Parties and cannot be modified except as provided in paragraph IV.3. No waiver of this Consent Judgment or of any of its promises, obligations, terms, or conditions shall be valid unless it is written and signed by the Party against whom the waiver is to be enforced.

3. This Consent Judgment shall inure to the benefit of and be binding on the Parties, their agencies, directors, officers, shareholders, agents, employees, attorneys, predecessors, successors, affiliates, assigns, executors, administrators, heirs, legatees, devisees, and representatives.

4. In entering into this Consent Judgment, no Party has relied on any representations or warranties of any other Party, other than the representations and warranties expressly set forth in this Consent Judgment. The State parties have made no representations as to the proper tax treatment of any particular expenditure required under the Consent Judgment.

5. If any part or any provision of this Consent Judgment shall be finally determined to be invalid or unenforceable under applicable law by the Court or other tribunal of competent jurisdiction, that part or provision shall be ineffective only to the extent of such invalidity or unenforceability, without in any way affecting the remaining parts or provisions of this Consent Judgment.

6. Each of the Parties recognizes that the facts and law relied upon in entering into this Consent Judgment may change, has taken that risk into account in deciding to enter into this Consent Judgment, and intends this Consent Judgment to be a final resolution of the claims, demands, actions, causes of action, suits, damages and losses released in the Consent Judgment.

7. Each of the Parties has concluded that the promises, obligations, terms, and conditions of this Consent Judgment are fair and reasonable.

8. Compliance with this Consent Judgment may be pleaded as a full and complete defense to, and may be used as a basis for injunction against, any claim, demand, action, cause of action, or other proceeding seeking relief inconsistent with the terms of this Consent Judgment.

9. This Consent Judgment shall be governed by and construed in accordance with the laws of the State of Missouri, even if a different state's laws would apply under applicable conflict-of-law rules.

10. This Consent Judgment may be executed in any number of counterparts, each of which shall be deemed to be an original, all of which together shall be deemed one and the same instrument.

11. Each of the Parties agrees to execute any additional documents that may be necessary to effectuate the terms of this Consent Judgment.

12. Each person signing this Consent Judgment on behalf of a Party represents and warrants that he or she is authorized to execute this Consent Judgment on behalf of such Party and to bind such Party to all promises, obligations, terms, and conditions in the Consent Judgment.

13. This Consent Judgment is not intended and shall not be deemed to create any right in favor of any person or entity who is not a party hereto.

14. For the portion of the Proffitt Mountain scour channel that is on AmerenUE owned property, AmerenUE will not disturb the scour channel except for stabilization efforts agreed to by the parties, and AmerenUE will grant MDNR an easement in the form attached hereto as Appendix F for public access to that portion of the scour channel for a period of 25 years.

15. AmerenUE will develop, pay for and implement, an appropriate warning system and evacuation plan as agreed upon by the Parties to adequately protect the safety of those below the Upper Reservoir in the event of an unscheduled release. The State Parties agree to cooperate with the implementation of such plan.

III. Release

1. The State, the State Parties, and each of their officers, departments, agencies and commissions, hereby release AmerenUE, its parent holding company, directors, officers, shareholders, agents, employees, attorneys, predecessors, successors, affiliates, assigns, and representatives from any and all claims, demands, actions, causes of action, suits, damages, losses, claims for declaratory or injunctive relief, monetary restitution or damages, including punitive damages, and any and all claims for penalties, whether known or unknown, matured or unmatured, liquidated or unliquidated, at law or in equity, arising out of or relating in any way to the Occurrence, including but not limited to claims that were or could have been brought as part of the State's Lawsuit, provided that nothing in this Consent Judgment shall be construed to resolve, release, compromise or prejudice in any way (i) any claims of any individuals or claims of or related to other third parties arising out of or related to the Occurrence giving rise to the Lawsuit, (ii) any arguments, claims or prayers for relief that the State may make relating to any Federal Energy Regulatory Commission (FERC) licensing or re-licensing petitions involving AmerenUE operations, or (iii) any licensing or other regulatory approvals, permissions or reviews necessitated by or relating to any obligations undertaken as part of this Consent Judgment, except as provided in paragraph I.14.

2. AmerenUE, its parent holding company, predecessors, successors, affiliates, assigns and representatives hereby release the State Parties, and each of them, including their

officers, departments, agencies, commissions, employees, directors, attorneys, predecessors, successors, assigns and representatives from any and all claims, demands, actions, causes of action, suits, damages, losses, claims for declaratory or injunctive relief, monetary restitution or damages, including punitive damages, and any and all claims for penalties, whether known or unknown, matured or unmatured, liquidated or unliquidated, at law or in equity, arising out of or relating in any way to the Occurrence.

3. With respect to the work yet to be performed as set out in Appendix B, upon execution of an Acknowledgement of Completion for a task as provided for in paragraph I.7(B) of this Agreement, the State Parties acknowledge that the release in paragraph III.1 of this Agreement shall include any and all claims the State Parties might have related to that task and that AmerenUE has no further responsibility for that task under this Consent Judgment.

IV. Implementation of Consent Judgment

1. **Notice.** Any notice required by this Consent Judgment shall be in writing. Notice shall be delivered by hand, certified mail, facsimile, or other reliable method subject to confirmation. Notice shall be deemed effective upon the delivery of such notice to the representatives of the Parties as set forth below:

For the Missouri Department of Natural Resources:
Office of the Director
P.O. Box 176
Jefferson City, MO 65102-0176

For the Missouri Department of Conservation:
Office of the Director
2901 W. Truman Blvd.
P.O. Box 180
Jefferson City, MO 65102-0180

For the Attorney General of the State of Missouri:

Attorney General
Supreme Court Building
P.O. Box 899
Jefferson City, MO 65102

For AmerenUE:

General Counsel
One Ameren Plaza
P.O. Box 66149, MC 1300
St. Louis, MO 63166-6149

2. Dispute Resolution. Both the State Parties and AmerenUE shall take all measures to insure the completion of the work required by this Consent Judgment in a timely manner. The Parties acknowledge and agree that it is important to complete the work set out in Appendix B as soon as practicable, and to that end they will cooperate to resolve promptly and fairly any disagreements on the scope, execution, completion, or cost of the work. The parties also agree that if despite their best efforts a dispute cannot be resolved, a mechanism should be in place to resolve expeditiously and finally any such dispute so that it does not impede completion of the work required by the Consent Judgment. Accordingly, the Parties further agree:

- A. Within thirty (30) days of entry of this Consent Judgment, and subject to Court approval, AmerenUE agrees to retain at its sole expense an individual satisfactory to the State Parties and to Ameren UE to serve as a Special Master to the Court for the purpose of aiding the parties and the Court in resolving any disputes arising between the Parties with respect to the scope, execution, completion, or cost of the work set out in Appendix B.
- B. If a dispute arises the Parties shall in good faith attempt to resolve the matter without the involvement of the Special Master. If it cannot be promptly resolved in this fashion, either AmerenUE or the State Party(ies) may give notice of the dispute in writing to the Special Master with copies to the other Party(ies). The term "dispute" does not include any matter which is properly contested in any administrative process provided by state law such as a permit appeal. Nothing herein shall be construed as impairing, negating, overriding or diminishing MDNR's authority under the Missouri Clean Water Law, Chapter 644 R.S.Mo., or any other applicable law or regulation.

- C. Within twenty (20) days of notice of the dispute, the Special Master will meet with the Parties in an attempt to facilitate a voluntary resolution. If the Parties cannot reach agreement with the assistance of the Special Master within twenty (20) days of the notice, the Special Master shall within thirty (30) days of receiving the notice advise the Court of the dispute and file with the Court a recommendation for its resolution
- D. The Court has jurisdiction to modify or supplement these procedures as circumstances may warrant.

3. **Modification of Consent Judgment.** This Consent Judgment may only be modified upon unanimous, written consent of the Parties and approval of the Court.

4. **Limitations.** This Consent Judgment establishes no principle or precedent with regard to any issue addressed in this Consent Judgment or with regard to any Party's participation in any other pending or future proceeding. Further, no Party to this Consent Judgment shall be deemed to have approved, accepted, or agreed to, or otherwise consented to any operation, management, valuation, or other principle underlying any of the matters covered by this Consent Judgment, except as expressly provided in this Consent Judgment. By entering into this Consent Judgment, no Party shall be deemed to have made any admission or waived any contention of fact or law in any FERC proceeding relating to the License or New License. This Consent Judgment shall not be offered in evidence or cited as precedent by any Party to this Consent Judgment in any judicial litigation, arbitration, or other adjudicative proceeding, except in a proceeding to establish the existence of or to enforce or implement this Consent Judgment.

5. **Successors and Assigns.** This Consent Judgment shall apply to, and be binding on, the Parties and their successors and assigns, including license transferees under Section 8 of the FPA, 16 U.S.C. § 801. Upon Notice of such succession, assignment, or transfer, the initial Party shall no longer be a Party to this Consent Judgment.

6. **Compliance.** With respect to the paragraphs of this Consent Judgment that set forth the undertakings and obligations of the Parties, any Party to this Consent Judgment may, after attempting but failing to obtain another Party's compliance through the Dispute Resolution procedure of this Consent Judgment, seek to enforce that Party's compliance with the Consent Judgment in this Court.

7. **Failure to perform Due to *Force Majeure* Event.** No Party shall be liable for breach of this Consent Judgment as a result of a failure to perform or delay in performance of any obligation under this Consent Judgment so long as the cause for said failure or delay was outside the control of the Party and the Party could not avoid the failure or delay by the exercise of due care. The Party whose performance is affected by a *force majeure* event shall provide notice within seven days of actual knowledge of the event that such affected Party contends constitutes *force majeure*. Such notice shall: (A) identify the event causing the delay or anticipated delay; (B) estimate the anticipated length of delay; (C) state the measures taken or to be taken to minimize the delay and any harm to the Parties; and (D) estimate the timetable for implementation of the measures. The affected Party shall make all reasonable efforts to promptly resume performance of this Consent Judgment; and when able to resume performance of its obligations, give further notice to that effect. Any disputes among the Parties under this paragraph shall be subject to the Dispute Resolution procedure set forth in paragraph IV.2 of this Consent Judgment.

8. **Concluded Investigation.** The State represents that it has conducted a thorough investigation of the facts and circumstances surrounding the Occurrence and represents that no State criminal prosecution shall be initiated or maintained against AmerenUE or its parent holding company or any of their current or former directors, officers or employees related in any

way to events that may have contributed to the Occurrence. In executing this Consent Judgment, the State hereby acknowledges that AmerenUE has entered into this Consent Judgment in reliance on this representation.

9. **Governing Law.** This Consent Judgment shall be governed, construed, and enforced under the laws of the State of Missouri. All activities undertaken pursuant to this Consent Judgment shall be in compliance with all applicable law.

10. **Reference to Statutes or Regulations.** Any reference in this Consent Judgment to any statute or regulation shall be deemed to be a reference to such statute or regulation in existence as of the date of the entry of this Consent Judgment.

11. **Paragraph Titles for Convenience Only.** The titles of the paragraphs of the Consent Judgment are used only for convenience of reference and organization, and shall not be used to modify any of the provisions of this Consent Judgment.

12. **Lodging and Opportunity for Public Review.** This Consent Judgment shall be lodged with the Court for a period of not less than thirty (30) days and no more than forty-five (45) days prior to entry. If for any reason, the Court should decline to approve this Consent Judgment in the form presented, it is voidable at the sole discretion of any Party, and the terms of the Consent Judgment may not be used as evidence in any litigation between the Parties.

V. **Termination of Consent Judgment**

Upon presentation to the Court of satisfactory evidence that AmerenUE has completed its performance obligations and made the payments required by this Consent Judgment, this Court shall terminate the Consent Judgment and the Parties shall have no further obligations thereunder.

SO AGREED:


Union Electric Co. d/b/a AmerenUE

By: _____
STEVEN R. SULLIVAN
General Counsel

Date: _____

STATE OF MISSOURI

JEREMIAH W. (JAY) NIXON
Attorney General

By:  _____
WILLIAM J. BRYAN
REX M. BURLISON
Assistant Attorneys General

Date: 11/27/07
4:55 p.m.

MISSOURI DEPARTMENT OF NATURAL RESOURCES, on behalf of itself, as Trustee of
the Natural Resources of the State and on behalf of the Missouri Clean Water Commission

By: _____
DOYLE CHILDERS
Director

Date: _____

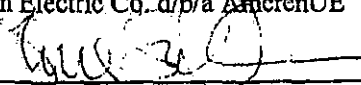
MISSOURI CONSERVATION COMMISSION

By: _____
JOHN HOSKINS
Director

Date: _____

SO AGREED:

Union Electric Co. d/b/a AmcrenUE

By: 
STEVEN R. SULLIVAN
General Counsel

Date: 11/27/07

STATE OF MISSOURI

JEREMIAH W. (JAY) NIXON
Attorney General

By: _____
WILLIAM J. BRYAN
REX M. BURLISON
Assistant Attorneys General

Date: _____

MISSOURI DEPARTMENT OF NATURAL RESOURCES, on behalf of itself, as Trustee of
the Natural Resources of the State and on behalf of the Missouri Clean Water Commission

By: _____
DOYLE CHILDERS
Director

Date: _____

MISSOURI CONSERVATION COMMISSION

By: _____
JOHN HOSKINS
Director

Date: _____

SO AGREED:

Union Electric Co. d/b/a AmerenUE

By: _____
STEVEN R. SULLIVAN
General Counsel

Date: _____

STATE OF MISSOURI

JEREMIAH W. (JAY) NIXON
Attorney General

By: _____
WILLIAM J. BRYAN
REX M. BURLISON
Assistant Attorneys General

Date: _____

MISSOURI DEPARTMENT OF NATURAL RESOURCES, on behalf of itself, as Trustee of
the Natural Resources of the State and on behalf of the Missouri Clean Water Commission

By: _____
DOYLE CHILDERS
Director

Date: _____

MISSOURI CONSERVATION COMMISSION

By: John Hoskins
JOHN HOSKINS
Director

Date: 11-27-2007

SO AGREED:

Union Electric Co. d/b/a AmerenUE

By: _____
STEVEN R. SULLIVAN
General Counsel

Date: _____

STATE OF MISSOURI

JEREMIAH W. (JAY) NIXON
Attorney General

By: _____
WILLIAM J. BRYAN
REX M. BURLISON
Assistant Attorneys General

Date: _____

MISSOURI DEPARTMENT OF NATURAL RESOURCES, on behalf of itself, as Trustee of
the Natural Resources of the State and on behalf of the Missouri Clean Water Commission

By: Doyle Childers
DOYLE CHILDERS
Director

Date: 11/27/07

MISSOURI CONSERVATION COMMISSION

By: _____
JOHN HOSKINS
Director

Date: _____

IT IS SO ORDERED, ADJUDGED AND DECREED:

REYNOLDS COUNTY CIRCUIT COURT

By: _____

The Honorable William Camm Seay
Judge, Circuit Court for
Reynolds County, Missouri

Date: _____

APPENDIX A

APPENDIX A

Work Completed in Restoring Johnson's Shut-Ins and East Fork of the Black River In Accordance With Referenced Work Plans Approved by DNR and As Directed by the On-Site Coordinator.

- a) Removed all visible man-made materials that presented a potential hazard to employees, workers and the public immediately after the event, including tanks, transformers and large man-made materials, located from the Walker property to the park office/store.
- b) Restored electrical service to park offices, store and ranger station.
- c) Cleared damage to and restored Johnson's Cemetery.
- d) Recovered as much of Toops' personal household items as practical. Cleaned Toops' home foundation area, filled foundation and fenced off area.
- e) Cleared all uprooted and displaced trees and woody debris from Johnson's Shut-ins Park and the East Fork of the Black River, from above the Highway N bridge and the Walker property to the bin wall. All materials were either burned in accordance with open burning permits issued by DNR or chipped and mulched and recycled for use at St. Joe State Park, on other nearby lands at the request of the landowner, or hauled offsite for commercial use.
- f) Removed all displaced sediments and soils from above the Highway N bridge and throughout the park except those currently being removed in the region of the alluvial fan and boulder field, and except those materials specifically requested not to be removed by DNR personnel. The latter sediments and soils will not be required to be moved in the future.
- g) Cleared all loose materials and woody debris from the fen area by hand or vacuum truck. All work is completed in the fen area except for ongoing monitoring activities.
- h) Cleared all woody debris and man-made materials from the scour, from above the DNR property line to areas below the East Fork of the Black River. This includes all known rebar, liner materials and large distinguishable concrete.
- i) Cleared all known man-made materials resulting from or damaged by the event from the area above the Highway N bridge, the Cope Hollow branch, the Walker property and park property along Highway N to the bin wall. This includes rebar, liner materials, materials from the Walker properties, and materials from structures within the park which were damaged. Some items left as 2006 park opening interpretive features.

- j) Cleaned and repaired damage to park structures, including but not limited to: the gatehouse (visitor contact station); rail fencing for cemetery and picnic areas near main parking lot; park office and store building, restrooms, change house, steps, patio and the other adjacent facilities; existing roads, parking lots, boardwalk path, pit toilet and the boardwalk. This includes new pavement and painting for the main parking lot, the boardwalk path and portions of the existing road structure.
- k) Installed new guard shack at the park entrance.
- l) Installed new low-water crossing in campgrounds area.
- m) Completed remediation of the sewage lagoon areas. Hauled off waste water and materials, dried out and fenced off lagoons. Completed removal and offsite disposal of sanitary lagoon liners, and regraded the area, and seeded and strawed to stabilize soils.
- n) Established interim potable water and wastewater system for park facilities.
- o) Erected fencing, installed picnic tables and signage for park opening in 2006.
- p) Hydro-seeded and planted vegetation and established erosion control measures in the scour and park, from above the park boundaries in the scour to below the south fen just above the shut-ins area.
- q) Drained and removed sediments from the Lower Reservoir. The removed materials were deposited primarily on the Crocker property, but some minor amounts were deposited on "Site A". Fish were recovered and relocated to the lower East Fork of the Black River, sent to the World Bird Sanctuary for feedstock, or dispersed in surrounding hillsides in accordance with Missouri Department of Conservation guidance. Reservoir was refilled.
- r) Drained scour hole and re-engineered and constructed a meandering 4200 foot long section of the East Fork of the Black River through the park from a point just south of the Highway N bridge to just north of the paved path to the boardwalk. Banks were stabilized with vegetation plantings, soil packed in a biodegradable fabric (made of coconut fiber) and tree root wads. Stream includes Newberry riffles and J-hooks for flow and bank stabilization.
- s) Completed phase I archeology studies for the JSI park area, Goggins campground, and areas around the lower reservoir where ground was/could be disturbed.
- t) Removed remaining damaged items from 2006 park opening interpretive materials.
- u) Completed planting in riparian zone

- v) Completed work to repair and provide drainage through the Alluvial fan area.
- w) Completed phase I and phase II archeology studies and surveys
- x) Completed soil/sediment removal from alluvial fan area through boulder field
- y) Completed debris removal in scour and stream including cleanout of shut-ins recreational (swimming) zone
- z) Completed 30% and 60% design packages for JSI civil, utility, architectural, and interpretive features. Completed 30%, 60% and 90% design packages for civil, utility, and architectural work for Goggins and scour overlook. Submitted first two construction packages.
- aa) Completed well water installation at JSI
- bb) Completed initial road clearing and base for primary roads through JSI
- cc) Completed dredging operations on the lower reservoir

Work Plans Describing the Completed Appendix A Activities

- *EFBR Woody Debris Removal Plan (1/26/06 Approved)*
- *Plan for Temporary Access Road and Check Dam (12/29/05)*
- *Removal of Rebar -PM (2/27/06 Approved)*
- *PM Channel Planting Program (4/10/06)*
- *PM Channel - Action Plan for Debris Removal (3/15/06)*
- *PM - Action Plan Slope Stabilization (5/18/06)*
- *PM Channel Action Plans Review Response Plan (12/11/06)*
- *Mulch Management Plan (1/19/02)*
- *Step Pool Construction Plan (7/5/06)*
- *Event Related Debris Survey (PM and EFBR)*
- *Timber Debris Removal and Burning From Shut-Ins to Bin Wall (2/28/06)*
- *Work Plan Archeological Survey (5/5/06)*
- *Plan for Native Vegetation Collection, Preparation and Storage (3/16/06)*
- *Plan of Investigation for Debris Survey (PM, EFBR to Bin Wall) (12/20/06)*
- *Stream Restoration CO#1 (Drill seeding, Over bank & Riparian Zone) (10/17/06)*
- *Stream Restoration Plans Rev #2 (4/13/07)*
- *Lower Reservoir Treatability Toxicity Testing (1/12/06)*
- *Lower Reservoir Treatability Reduction Feasibility Study (1/12/06)*
- *Taum Sauk Reservoir Turbidity Reduction Implementation (1/17/06)*
- *Taum Sauk Lower Reservoir Restoration Plan (3/3/06)*
- *Storm Water Pollution Prevention Plan (Crocker Property) (1/1/06)*
- *Lower Reservoir Refill Plan (7/7/06)*
- *BMPs for Erosion Control Lower Reservoir Restoration (7/7/06)*

- * *In-Stream Monitoring Plan for Lower Reservoir Restoration (7/11/06)*
- * *Taum Sauk Lower Reservoir Fish Salvage Contingency Plan (7/18/06)*
- * *Crocker Property – Proposed Finish Elevations – Final Grades (9/1/06)*
- * *Area A-1 Sediment Staging & Transfer Operation Plan (11/17/06)*
- * *Lower Reservoir Dredging Plan (11/10/06)*
- * *East Fork Black River Sediment & Erosion Plan (8/15/06)*
- * *Restoration of the Johnston Family Cemetery (JSI) (12/19/05)*
- * *Plan for Addressing Potential Sedimentation & Flooding in Campground Area (12/22/05)*
- * *Waste Clean-up & Disposal Plan (12/22/05)*
- * *Plan for Removal & Disposal of Wastewater from Sewage Lagoon (12/22/05)*
- * *Water & Wastewater Treatment Feasibility Study (2/6/06)*
- * *Temporary Instream Structures – East Fork Black River at Johnson's Shut-Ins State Park (3/23/06)*
- * *Structural & Geotechnical Assessment of Boardwalk, Observation Deck/Viewing Area, Camp Store, Deck and Stairs (1/30/06)*
- * *Park Office/Store Renovation Plan (5/23/06 Work Completed)*
- * *Seed Mix Development—Campground Area (1/30/06)*
- * *JSI Intermediate Water/Wastewater Restoration Work Plan (3/17/06)*
- * *JSI Interim & Intermediate Water/Wastewater Operating Plan Implementing Procedure (5/18/06)*
- * *Selective Demolition/Mold Microbial Remediation – JSI (3/16/06)*
- * *Boardwalk Restoration & Viewing Stand Work Plan – JSI (4/6/06)*
- * *Response to 19 items (04/14/2006) Interim Visitor Services (3/27/06)*
- * *Showerhouse Plan (MU 3)*
- * *Action Item #11 (Fencing & Gate Proposal) (4/19/06)*
- * *Park Store Window Inspection (4/20/06)*
- * *Display Panel Designs (Working) (4/20/06)*
- * *Final Asphalt Walkway Details (4/21/06)*
- * *Proposed Blasting Methods (4/25/06)*
- * *Revised Parking Lot layout Sketches & Proposed Viewing Area (4/26/06)*
- * *Ameren Gate A & B Entrance Signs (5/23/06 Work Completed)*
- * *Interpretive Panel Displays, Text & Graphics (4/10/06)*
- * *Low Water Crossing – JSI – Action Item #14 (4/19/06)*
- * *Disposition of Lagoon Waste – JSI (8/4/06)*
- * *Work Plan for Phase I Archeological Survey JSI & Goggins Mountain Campground (9/14/06)*
- * *Johnson's Shut-Ins Fen Natural Area Sediment & Woody Debris Removal Work Plan (1/10/06)*
- * *Stream Restoration CO#1 (Drill seeding, over bank & Riparian Zone).*
- * *Phase II Archeology Testing Plan.*
- * *JSI Boulder Field Sediment & Debris Removal Plan*
- * *Alluvial Fan Grading Plan*
- * *Protocol for Removal of Loose Rock and Rubble, Recreational Reach Shut-Ins*
- * *Protocol for Removal of Additional Rock (larger) and Rubble, Recreational Reach Shut-Ins*

APPENDIX B

Appendix B
Restoration/Remediation Task List
JSI Valley

1. Implement River Restoration Plan
 - MACTEC Prepare Certificate of Substantial Completion for restoration (Sta 0+00-42+00)
 - Agency Stream Team Prepare Punch List
 - Respond to Stream Team Punch List

2. Develop and implement a River restoration monitoring plan (Sta 0+00-42+00)
 - Prepare Draft Monitoring Plan to include physical character/function, integrity of construction and vegetative plantings, and biological monitoring for a period of 3-5 years ('08-'12) for most elements, less duration for other elements
 - Monitoring to include walk-down visual debris surveys following high flow events
 - Maintenance not included

3. Implement exotic species monitoring and control plan to include areas disturbed by the event along the East Fork of the Black River (MDNR property only) and the scour area.
 - Prepare Draft Monitoring and Control Plan to include *Serecia lespedeza* and crown vetch
 - Implement Final Monitoring and Control Plan
 - 3 year duration ('07-'09)
 - Potential treatment up to 2 times/ year

4. Complete Clean up of East Fork debris /Shut-ins Debris Clean up
 - Clean up previously identified debris
 - Survey for debris in Pool 2 and remove as needed prior to public use

5. Fen
 - Continue to implement approved fen monitoring plan for 2 more years ('07-'08).
 - MDNR and Ameren will work together to control woody vegetation through once a year removal of sapling
 - Hand-removal of cottonwood/willow/sycamore seedlings in the Fen, once each year for five years. One year of sapling removal occurred in 2007.
 - No aerial herbicide may be used in this sensitive location.

6. Convert construction road to a small vehicle and hiking trail up the scour channel.
 - Re-grade side slopes to create narrower access trail on same alignment
 - No drainage structures

7. Monitor status of and repair as necessary scour channel plantings
 - Perform annual review of scour channel plantings (3 years)('08-'10)
 - Perform remedial or follow-up work as necessary including watering vegetation and installing erosion control measures, and overseeing as needed.

8. Design and construct Shut-Ins trail – rebuild existing boardwalk to shut-ins
 - ~300 feet of asphalt trail to be made handicap accessible
 - Includes one additional water access point from asphalt trail
 - Replace existing boardwalk to first overlook (~450 lf), with timber elements based upon standard MDNR design
9. Construct walking and bicycling interior trails per Master Plan, not to exceed 15,000 lf of 8-foot wide, pug trails (crushed limestone and geotextile)
10. Construct hiking and bicycling trail connection to Goggins Mountain area
 - ~8,000 lf 8-foot wide, pug trails (crushed limestone and geotextile)
 - Woven wire fence (~10,000 lf)
 - Includes pedestrian bridge over Cope Hollow (~50' timber bridge)
11. Design and install Shut-Ins valley area water, wastewater and electrical systems.
 - Water Supply (Chlorine Treatment System)
 - Water well supply
 - 11,000 gpd system
 - Water to be supplied for JSI and Goggins
 - Wastewater
 - Subsurface injection system at JSI
 - Collection system with force mains
 - Electrical
 - Complete underground system, single phase
 - IT
 - Ameren to provide labor, materials and installation
12. Develop, construct and install interpretive features per interpretive plan, including:
 - Completion of interpretive design
 - panels, kiosks, interior/exterior features of Orientation Center, trailhead interpretive features and interpretive hardware
 - 3 pavilions: fen, scour, and boulder field (1,092 SF, 676 SF, and 2,932 SF respectively)
13. Install directional and informational signage
 - Signs and posts provided by MDNR
 - Up to 100 signs installed by Ameren
14. Shut-Ins Valley Road and Parking
 - 18' one-way paired road system
 - 14,520 lf new paved roadway (18' wide)(includes OC parking, loop roads C and N)
 - 1,500 sq. ft paved parking (8 handicap)
 - ~44,472 sq. ft. porous (and pervious) parking including overflow, special events, and alternative use (such as a helipad) areas

15. Construct picnic areas to include all shelters as shown in the Master Plan including restrooms, and all amenities as follows:
 - Up to 31 small picnic shelters/pads (16 two table covered shelters [16' X 16'] and 15 single tables on concrete pads [12' X 12']).
 - 2 vault toilets with parking
16. Construct entrance and contact station
 - Includes automatic gate system
 - Contact Station (225 sq ft)
17. Remodel existing store/office for first aid/ranger office/trailhead center
 - Includes triage area
 - Offices, restrooms (addition of 1 restroom to 1 pre-existing restroom,), storage, evidence room, server room
18. Construct Orientation Center and administrative offices
 - 10,231 sq. ft, including 30% dedicated to interpretive use, 40% administrative use, 30% miscellaneous service areas
 - 2 levels
 - 6 offices, 1 reception area, and office cubicles for 5 FTE, 6 seasonal staff with state spec. equipment/ furnishings
 - "Green" type design (includes geothermal heating/cooling system, if feasible)
19. Install thematic playgrounds
 - 2 playgrounds.
 - Non-traditional design
 - 1 – stone, beaver lodge
 - 1 – slides and chutes
20. Public Announcement System
 - Used to warn visitors in JSI valley of flooding, storms or other events.
 - Multipurpose system tied to Ameren's control center
21. Landscaping
 - Develop landscape plan to include drainage requirements, seeds, plants, trees, mulch and lighting
 - Install up to 500 2-4" caliper native trees (relocated from Goggins or other local sites as feasible)
 - Install up to 1,000 native shrubs
 - Seed with approved native seed mix in natural areas
 - Seed with approved fescue mix in maintained lawn areas
 - Arrange contract growing of local trees from seed provided by MDNR (up to 5,000 plants)
 - Includes exterior plaza up to 10,000 sq. ft. area with interpretive maps, rain garden, etc.

22. Other JSI Elements

- Completion of JSI Site Civil Design
- Completion of JSI Architectural Design
- JSI Civil Construction - (Clearing, Grubbing, Site Grading, Erosion Controls, Drainage Structures)
- Interim water, wastewater, safety and security support for Park operations
- Construction QA & Testing

23. Construct scour channel road, parking, trail and overlook

- ~3,000 lineal feet from highway N to scour overlook parking lot, 2-lane asphalt roadway with stable, culverted crossings that meet hydraulic design.
- Paved lot for ~50 vehicles incl. 4 RV/bus vehicles
- One compost restroom facility (no utilities)
- Unpaved walking trail, ADA accessible (~1,300 lf), field located with limited boardwalk
- Overlook based upon standard MDNR metal/wood design and metal handrail construction with signage and view scopes
- Landscape plantings and erosion controls
- Include some stone-faced retaining wall features (no dry laid stone walls)
- Use of metal guardrails along road
- Includes gate and site amenities, such as benches and signage

24. Convert existing bath house into enclosed group shelter with bathrooms (existing bathrooms to be removed) and warming kitchen. Group shelter to include existing footprint plus 555 sq. ft addition plus 12' X 12' picnic shelter. Conventional HVAC to be used.

25. Construct seasonal quarters

- 4 -bedrooms, 2 staff per bedroom; common living area including 1 kitchen; 2 bathrooms; 1,750 sq. ft. total
- Conventional HVAC
- Include appliances and furnishings

Goggins Mountain Area

26. Install Water/wastewater/ electrical system. Includes design/approval for each element as described below

- Water Supply
 - Water well supply from JSI or from Dubman property -11,000 gpd system
 - Includes supply line from JSI (if needed)
- Wastewater
 - Surface application system
 - Collection system with force main and dump station
- Electrical
 - Complete underground system, single phase
- IT

- Ameren to provide labor, materials and installation

27. Construct superintendent residence

- Complete design
- 1,684 sq. ft living space
- Deck, two car garage
- Basement
- 3-bedroom, 2-bath
- Conventional HVAC to be used.
- Provide major kitchen appliances only

28. Construct roads/parking/ campsites

- 10 equestrian w/electric and water
- 22 full hook ups (with concrete pads)
- 12 basic (with concrete pads)
- 12 electric (with concrete pads)
- Group camping area (cleared, undeveloped)
- ~19,800 lf roads, consider use of geogrid as subbase in soft areas
- 1 20' wide bridge (no curve on bridge), 1 culverted road crossing 30X40'

29. Construct restrooms and shower buildings

- 2 large (4 showers, 4 toilets, 4 lavs; 762 sq. ft. ea)
- 1 medium (3 showers, 3 toilets, 3 lavs; 576 sq. ft. total)
- 3 small (2 showers, 2 toilets, 2 lavs; 389 sq. ft. ea.)
- 1 composting toilet (128 sq. ft. ea)

30. Construct shelters

- 6 large shelters (4 tables each 26' X 42')
- 1 extra large shelter (8 tables, 52' X 42') for group camping area

31. Develop and construct interpretive exterior features according to interpretive design plan, including information panels/kiosks, 1 interpretive cart, signs

32. Construct contact station with automatic gate and 225 SF gatehouse

33. Construct laundry/campground store

- 2,944 sq ft total
- Camp store to include office, restrooms, and storage
- Conventional HVAC or "water source" heat pump if practical
- Laundry: 4 washer units, 4 dryer units

34. Construct /Relocate existing playground from JSI

35. Construct outdoor amphitheater

- 100 seat capacity
- Timber construction (local supply) with stage
- Electrical for AV equipment

36. Construct and install landscaping items to include drainage requirements, seed, plants, trees, mulch and lighting
 - Install up to 50 2-4" caliper native trees (relocated from other local sites as feasible)
 - Install up to 200 native shrubs
 - Seed with approved native seed mix in natural areas
 - Seed with approved fescue mix in maintained lawn areas

37. Construct maintenance area
 - Two pre-engineered buildings, total area of 5,540 sq. ft. with associated paved parking
 - One building with break room, office and bathroom
 - 1 cistern (shared by both building)
 - Equipped with roll up doors
 - Include installed vehicle lift
 - 480 sq ft mezzanine storage
 - Exterior fuel storage tank (500 gallons) provided
 - Exterior wood stove for shop heat
 - Wall mounted AC heat pump unit in breakroom, if feasible

38. Install directional and informational signage
 - Signs and posts provided by MDNR
 - Up to 200 signs installed

39. Construct walking and bicycling interior trails
 - Up to 25,000 lf trail
 - 4 8X20' trail crossings
 - 8-foot wide, pug (crushed limestone and geotextile)

40. Provide shuttle vehicles to be used for transporting visitors from campground to JSI valley
 - 2 units, up to 15 passengers each

41. Construct 6 walk-in camper cabins
 - Each cabin will be 480 sq. ft., constructed on piers
 - Electricity
 - No water or HVAC

42. Construct 14 walk-ins (15' x 20' wooden platform and trail to each site)

43. Repair dam per DGLS analysis and recommendations
 - Provide support to MDNR and other cooperating agencies to assess, design, repair dam

44. Other Goggins Elements

- Construction QA & Testing
- Furnishings, Fixtures and Equipment (FFE)
- Completion of Goggins Site Civil Design
- Completion of Goggins Architectural Design
- Initial Authorization (Clearing and Phase I sediment and Erosion Control to meet Missouri requirements)

Other

- Both Ameren and MDNR will provide an on-site project manager.
- Provide warranty (one year from substantial completion) for all architectural buildings and all installed features
- Provide maintenance and operation manuals (4 sets) for all new equipment
- Provide technical training on new equipment
- Reassess sediment characteristics in Pools 1-3 below the Lower Reservoir
- Provide the Department of Natural Resources with an additional sediment monitoring report for the East Fork of Black River below the Lower Reservoir to Clearwater Dam to verify the stream is moving toward an improved state. The report must include provisions for continued monitoring or actions for sediment removal.
- Perform pilot study to evaluate Lower East Fork sediment removal techniques and implement any further necessary remedial or cleanup work as directed by MDNR
- Establish adequate vegetation on the Crocker Property and Sediment Site A1 under the terms and conditions of the appropriate land disturbance permits sufficient enough to allow for termination of said permits.
- Continue water quality monitoring within East Fork Black River for a period of two (2) years from the entry of this Consent Judgment and implement any further necessary remedial or cleanup work as directed by MDNR
- Continue biological monitoring for a period of two years from the entry of this Consent Judgment within East Fork Black River/Lower Reservoir

APPENDIX C

CERTIFICATE OF FINAL ACCEPTANCE

PROJECT [TASK]

Johnson's Shut-Ins State Park Restoration, Reynolds County, Missouri

DATE OF ISSUANCE [DATE]

OWNER: Missouri Department of Natural Resources

RESPONSIBLE PARTY AmerenUE

CONTRACTOR [NAME]

This Certificate of Final Acceptance applies to Consent Decree, Appendix B, Task _____:

To Missouri Department of Natural Resources - OWNER

The work to which this Certificate applies has been inspected by authorized representatives of the ENGINEER/CONTRACTOR, RESPONSIBLE PARTY, and OWNER and that Work is hereby declared to be complete pursuant to Consent Judgment, Appendix B, Task _____.

[DATE]

DATE OF FINAL ACCEPTANCE

Executed by ENGINEER/CONTRACTOR on [DATE]

By: _____
(Authorized Representative)

Executed by RESPONSIBLE PARTY on [DATE]

AmerenUE RESPONSIBLE PARTY

By: _____
(Authorized Representative)

OWNER accepts this Certificate of Final Acceptance on [DATE]

Missouri Department of Natural Resources

By: _____
(Authorized Representative)

CERTIFICATE OF FINAL ACCEPTANCE

[DATE]

APPENDIX D

ATTACHMENT A

ALL OF THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 13, TOWNSHIP 33 NORTH, RANGE 2 EAST;

AND

ALL OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 14, TOWNSHIP 33 NORTH, RANGE 2 EAST;

AND

ALL OF THE EAST HALF (E 1/2) OF SECTION 23, TOWNSHIP 33 NORTH, RANGE 2 EAST;

AND

ALL OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 23, TOWNSHIP 33 NORTH, RANGE 2 EAST;

AND

ALL OF THE NORTH HALF (N 1/2) OF SECTION 24, TOWNSHIP 33, RANGE 2 EAST;

AND

ALL OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 24, TOWNSHIP 33, RANGE 2 EAST;

AND

ALL OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 24, TOWNSHIP 33, RANGE 2 EAST;

AND

ALL THAT PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 26, TOWNSHIP 33 NORTH, RANGE 2 EAST THAT LIES NORTH OF THE EXISTING COUNTY ROAD.

APPENDIX E

TRAIL USE LICENSE AGREEMENT

THIS TRAIL USE LICENSE AGREEMENT (this "License Agreement") is entered into as of the _____ day of _____, 2007 (the "Effective Date"), by and between Missouri Central Railroad Company, a Delaware corporation ("Licensor"), and the Missouri Department of Natural Resources, an agency of the state of Missouri ("Licensee").

WITNESSETH:

WHEREAS, Licensor is a Class III common carrier railroad, as defined by the United States Surface Transportation Board.

WHEREAS, Licensor is the owner of the former Rock Island railway corridor running approximately from Vigus, Missouri to Pleasant Hill, Missouri, a portion of which is situated in the Counties of Henry, Johnson and Cass, State of Missouri and described on Exhibit A hereto (hereinafter such portion is called the "Licensor Property");

WHEREAS, Licensee has requested that Licensor convey to Licensee a non-exclusive license to construct, maintain, repair, replace, inspect and operate a recreational bicycle, equestrian, and pedestrian trail, including any bridges or culverts necessary therefore, for use by the public patrons of Licensee (collectively, the "Licensee Use"), on a strip of property of varying width a minimum of 20 feet wide, where applicable, over an approximately 46-mile long portion of the Licensor Property outside of its rail beds, from a point at approximately the intersection with Licensor's rail line with the existing Katy Trail State Park in Windsor, Missouri, to Pleasant Hill, Missouri at the Cass County Fairgrounds Park (mile post 217 to mile post 263), and further excluding, in addition to such rail bed areas, any bridges now installed over such 46-mile portion as of the Effective Date. Such license premises is more specifically described on Exhibit B hereto (hereinafter the "License Premises"); and

WHEREAS, Licensor has used and continues to use the Licensor Property for its railroad operations, which include, without limitation, installing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, expanding and removing a railroad line or lines and operating trains thereover, further including, without limitation, tracks, signals, bridges, switches, grade crossing materials, warning devices, and other trackage appurtenances, and ingress thereto and egress therefrom, together with upgrade, expansion, addition, renewal, replacement, relocation, and removal of the foregoing, and for all other uses permitted by Licensor on the Licensor Property (collectively, "Licensor's Operations");

WHEREAS, Licensor and Licensee have reviewed a draft preliminary Conceptual Design and Cost Estimate for construction of trail improvements on the License Premises dated March 2006 and prepared by CDG Engineers, Architects, Planners, Inc.; and

WHEREAS, Licensor is willing to grant to Licensee, and Licensee agrees to accept, the license described herein for the Licensee Use, subject to the terms and conditions of this License Agreement;

NOW, THEREFORE, in consideration of the foregoing, the payment by Licensee to Licensor of Ten Dollars (\$10.00), and the following mutual covenants, terms and conditions, Licensor and Licensee agree as follows:

1. Grant of License. Licensor grants unto Licensee a non-exclusive license (the "License") over the License Premises for the Licensee Use, and for no other purpose or use whatsoever. Licensee acknowledges that notwithstanding any provision of this License Agreement to the contrary, the License is a privilege and not a lease, easement or other interest in real property. By way of emphasis and not limitation, the License does not include the right to use any bridges now installed on the Licensor Property as of the Effective Date.

2. Construction Standards and Approval: Temporary Construction License.

(a) Licensee covenants to construct the following on the Licensee Premises: (i) bridges; (ii) culverts; (iii) (v) a two-way, two-lane walking and bicycling trail; (vi) landscaping; (vii) an irrigation system; (viii) fencing; (ix) gates; and (x) drainage facilities, including culverts, culvert extensions, inlets, drainage pipes, swales, and ditches; (collectively, the "Facility").

(b) The work performed or caused to be performed by Licensee on the Facility or the License Premises shall be performed: (i) at Licensee's sole cost and expense; (ii) in accordance with any and all applicable laws, rules and regulations, including the Licensor's and Missouri Department of Natural Resources ("DNR") published rules and regulations; (iii) so as not to impair in any way existing bridges and culverts on the Licensor Property; and (iv) in a manner which is equal to or greater in quality than the then applicable standards of the industry for such work, including but not limited to, the safety standards as discussed in the August 2002 Report prepared by the U.S. Department of Transportation, Federal Highway Administration, Federal Railroad Administration, National Highway Traffic Safety Administration, and the Federal Transit Administration report entitled "Rails-with Trails: Lessons Learned" or any successor document.

(c) Licensee shall prepare detailed work plans (the "Work Plans") setting forth any and all construction, reconstruction, installation, restoration, alteration, repair, replacement, removal, landscaping, fencing, gates and sign erection work that Licensee plans to perform on the License Premises, including, but not limited to, the construction of the Facility and all applications for permits therefor and copies of all environmental reports procured by Licensee, together with a detailed plan for management, remediation, removal or avoidance of any Hazardous Substances (as defined below) disclosed thereon (collectively, any such work being referred to as the "Construction Work"). The Work Plans must be submitted to Licensor for written approval relative to the requirements of this Agreement. Licensee shall not perform any Construction Work until receiving such written approval of the Work Plans from Licensor. In addition, any substantial changes to the Work Plans after the initial approval by Licensor must be approved in writing by Licensor prior to their implementation. In no event shall approval by Licensor of the Work Plans be a representation that any such plans comply with the applicable laws. Licensee shall comply with all laws applicable to the Construction Work, and shall be

solely responsible for obtaining all required approvals and permits for the same. Licensor shall designate a Project Manager, who shall be responsible for the timely and reasonable approval of all work plans and change orders and shall be the primary contact on all Construction Work referenced herein.

(d) Except for emergency work and routine maintenance work, the provisions of this License Agreement regarding approval of Work Plans shall apply to all work which may need to be performed on the License Premises after the initial construction of the Facility. In cases of emergency, Licensee shall notify Licensor's representative personally or by phone, if possible, prior to commencing such work or as soon as possible.

(e) Licensor further grants to Licensee a temporary construction license over the southern 60-foot wide portion of the Licensor Property (the "Temporary Construction License Premises"), necessary from time to time for construction of the respective phases of construction of Licensee's improvements on the License Premises as shown on the Work Plans approved in accordance with Section 2(b) above. The term of such temporary construction license as to each such phase shall be 2 years from the commencement of construction of that phase, but in no event shall the term of the construction license for the entire Licensee project exceed 10 years from the commencement of construction of the first phase. For purposes hereof, the term "commencement of construction" shall not include negotiation for any real estate interests, engineering, design or permitting, and shall be confined to clearing or grading of the License premises for installation of Licensee's improvements. Licensee's construction activities pursuant to such temporary construction license shall not interfere with Licensor's Operations.

3. **As-Built Drawings.** Within ninety (90) days after the substantial completion of the Facility or any portion thereof, Licensee shall deliver to Licensor, for Licensor's review and approval, two (2) full sets of as built drawings for the Facility (the "Drawings"). At a minimum, the Drawings shall: (i) depict substantially the same improvements as shown in the approved Work Plans; (ii) include all changes to the Work Plans which were approved, in writing by Licensor; (iii) show all improvements and construction performed by Licensee, or caused to be performed by Licensee, on the License Premises; (iv) clearly indicate and label the area of the License Premises; (v) show the centerline of all railroad tracks existing on the Licensor Property as of the date that construction and installation of the Facility was substantially complete. To the extent that the Drawings indicate or show the Facility has not been constructed in compliance with the Work Plans approved by Licensor or any change thereto approved by Licensor, Licensee shall, at the request of Licensor, rebuild, reconstruct and/or reinstall the Facility, at Licensee's sole cost and expense, so that the Facility will be constructed, located and installed substantially in accordance with the approved Work Plans and the approved changes thereto.

4. **Liens.** Licensee shall fully and promptly pay for all materials supplied to, consumed by, or used in connection with the Facility or the License Premises. Licensee shall promptly pay all persons who perform labor or services upon or for the License Premises or Facility. Licensee shall not suffer or permit to be filed or enforced against the License Premises, the Licensor Property, the Facility, or any part thereof, any mechanics' liens, materialmen's

liens, or other similar liens for labor, material or services arising out of or relating to any Construction Work or out of any other claim or demand of any kind. Upon the filing of any lien (or the giving of any notice that a lien could be asserted), Licensee shall immediately pay any such lien claims or demands. If Licensee desires to contest the validity of any lien, claim or demand, Licensee shall provide Licensor security in such form and amounts satisfactory to Licensor in Licensor's sole discretion to protect the License Premises, the Licensor Property, and the Facility from the attachment and enforcement of any such lien, claim or demand in the event that Licensee is unsuccessful in invalidating such lien, claim or demand. If, within fifteen (15) days after written request therefor by Licensor, Licensee fails to discharge any lien, claim or demand, or fails to contest the validity of the same and provide the security required herein, then, in such event, Licensor shall have the right, but not the obligation, to discharge any such lien, claim or demand by paying the claimant directly, without any obligation to inquire into the validity of such lien, claim or demand, and Licensee shall reimburse Licensor for the cost of such discharge within ten (10) business days after written demand therefore by Licensor. Licensor reserves the right at any time to post and maintain on the License Premises such notices as may be necessary to protect Licensor against liability for all such liens and claims. Notwithstanding the foregoing, and in all events, Licensee shall indemnify, hold harmless and defend Licensor from all obligations and claims made against Licensor for any Construction Work, including, but not limited to, attorney's fees incurred by Licensor. Licensee shall furnish evidence of payment upon request of Licensor. The provisions of this Section shall survive termination of this License Agreement. In the event that Licensee is the State of Missouri or an agency thereof, the foregoing indemnity is limited to the extent provided by law.

5. Maintenance and Repair. Licensee shall operate and maintain the License Premises as a state park at a standard of quality typical of all Missouri state parks and historic sites and in accordance with Licensee's rules and regulations.

6. Landscaping, Fencing, Gates and Signs.

(a) Licensee, at its sole cost and expense, shall install barrier landscaping and fencing within the area of certain bridges and culverts in accordance with approved fencing plans prior to opening the trail to public use so as to prevent the public from accessing any property adjacent to the License Premises and along the entire trail as necessary to prevent interference with the Licensor Operations. Licensee, at its sole cost and expense, shall also install signs indicating that Licensor is the owner of the License Premises, that the right to enter is by permission, and that all persons who enter upon and use the License Premises and the Facility do so at their own risk. The barrier landscaping, fencing and signs required herein shall be installed and maintained to the reasonable satisfaction of the Licensor. Licensee shall prepare and submit landscaping, fencing and sign plans to Licensor for written approval. Such landscaping, fencing and sign plans shall be submitted to the Licensor for approval prior to any installation.

(b) Once Licensor determines that fencing is necessary to prevent interference with the Licensor's Operations, Licensor shall notify Licensee in writing and shall at the same time provide specifications for all locked gates Licensor requires to accommodate its interests and that of any third parties with existing property rights in the License Premises. Licensee shall have until (i) 12 months from such notice of approval in the

case that Licensor is not then operating trains on the Licensor Property or (ii) 2 months from such notice of approval in the case that Licensor is then operating trains on the Licensor Property, to install the fencing requested by Licensor. Licensor shall bear all costs associated with the installation of any gates for new interests granted to third parties after the execution of this Agreement.

7. **Covenants of Licensee.** Licensee covenants as follows:

(a) Licensee shall procure and maintain at its own expense, at the times and in the manner prescribed by applicable law, in connection with the Licensee Use, all licenses, consents, permits, authorizations and other approvals required (i) from any federal, state or local governmental authority (collectively "Governmental Approvals"), or (ii) pursuant to any restriction, easement, license or other interest or right in the License Premises held by any party, whether or not of record (collectively "Private Restrictions"). Licensor may from time to time request evidence that all Governmental Approvals or approvals required by Private Restrictions have been obtained by Licensee and are in full force and effect and Licensee shall provide such evidence to Licensor within thirty (30) days after receipt of such request. In no event shall Licensee seek any Governmental Approvals that may affect in any way Licensor's Operations, including, without limitation, any zoning approvals, without in each instance obtaining Licensor's prior written consent, which consent may be granted or withheld by Licensor in its reasonable discretion. Nothing herein is intended by Licensee as an admission that any Governmental Approvals are required.

(b) Licensee and the Licensee Use shall comply with the terms and conditions of any Private Restrictions.

(c) Licensee shall in no event permit the following activities upon the License Premises:

(i) Blasting, except as approved for construction;

(ii) Grading to the extent that the ground grade on the License Premises as of the Effective Date is permanently increased or decreased by more than three (3) feet except as otherwise approved by Licensor;

(iii) Use of motorized vehicles by the public (including, without limitation, all terrain vehicles, motorized scooters, and go-carts);

(iv) Commercial activities other than concession activities for special events either conducted directly or approved by Licensee as are consistent with Licensee's operation of License Premises as a state park.

(d) In addition to and not by way of limitation of the foregoing, Licensee and the Licensee Use shall be conducted in a manner that does not conflict or interfere with:

(i) Licensor's Operations, including without limitation, the use of the License Premises and the Licensor Property for Licensor's railroad and railroad

related purposes and for existing fiber optics, gas, telephone, cable television or electric, including, without limitation, transmission line uses;

(ii) Any existing Private Restrictions, including, without limitation, any fiber optics installations;

(iii) Licensor's grant at any time hereafter of lease, license, permit, easement or other rights, interests or privileges in and to the License Premises, including, without limitation, for fiber optics, gas, telephone, cable television or electric, including, without limitation, transmission line uses, in accordance with paragraph 10.

In the event of any conflict with the provisions of this Section 7(d) and any other provision of this Agreement, the provisions of this Section 7(d) shall control.

8. "AS IS" License; Disclaimer of Warranties; Title Matters. This License Agreement and the rights granted hereunder are subject and subordinate in all respects to (i) Licensor's Operations; and (ii) any existing Private Restrictions. Without limiting the generality of the foregoing, this License Agreement and the rights granted hereunder are subject and subordinate in all respects to the rights of Licensor's existing lessees, licensees and all other encumbrances, existing roads and highways, the rights of all existing utilities, all existing railroad rights-of-way, water courses and drainage rights, and the specific current existing rights of third parties in the Licensor Property (whether recorded or unrecorded) previously granted by Licensor, in accordance with the terms of such grants by Licensor. If required by the terms of the rights granted to such prior Licensees or by applicable law, Licensee shall secure the engineering consent of such prior Licensees as a prerequisite to exercising its rights hereunder and provide Licensor with a copy of the same.

EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN SECTION 9 BELOW, LICENSOR HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, AND BY WAY OF EMPHASIS AND NOT BY WAY OF LIMITATION, LICENSOR EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES CONCERNING (I) THE SUITABILITY OF THE LICENSE PREMISES FOR THE LICENSEE USE, (II) THE ENVIRONMENTAL CONDITION OF THE LICENSE PREMISES, OR (III) ANY RIGHT, TITLE OR INTEREST OF LICENSOR IN THE LICENSOR PROPERTY (INCLUDING THE LICENSE PREMISES), OR OTHER TITLE MATTERS RELATED TO THE LICENSE PREMISES. IN ACCEPTING THIS LICENSE AGREEMENT, LICENSEE HAS RELIED SOLELY UPON SUCH INDEPENDENT INVESTIGATION OF THE TITLE TO AND CONDITION OF THE LICENSOR PROPERTY, AS LICENSEE HAS DEEMED NECESSARY OR APPROPRIATE IN ITS DISCRETION, AND LICENSEE HAS NOT RELIED UPON ANY STATEMENTS, REPRESENTATIONS OR AGREEMENTS OF LICENSOR, ITS EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES, REGARDING THE CONDITIONS OF THE LICENSOR PROPERTY. THE LICENSE AGREEMENT AND THE OTHER RIGHTS GRANTED TO LICENSEE HEREUNDER ARE GRANTED OVER THE LICENSOR PROPERTY IN ITS "AS-IS CONDITION, WITH ALL FAULTS".

9. **Term: Termination.** The term of this License shall be perpetual, subject to termination by Licensor (a) upon breach hereof by Licensee in accordance with the rights and remedies of Licensor at law or in equity; or (b) pursuant to Section 14 below. Licensee may terminate this License (a) at any time if it determines that the License Premises are unsuitable for the Licensee Use; or (b) upon any breach hereof by Licensor which makes the License Premises unsuitable for the Licensee Use, after 30 days advance written notice by Licensee to Licensor, during which 30-day period Licensor shall have the right to cure any such breach.

10. **Rights Reserved to Licensor: Relocation of the Facility.**

(a) Licensor hereby reserves the right at all times to use the Licensor Property, including, without limitation, the License Premises, for Licensor's Operations in such manner as Licensor deems necessary or appropriate, including, without limitation as may be required by laws and regulations governing Licensor's Operations, including amendments to such laws and regulations occurring after the date hereof. In the event of any conflict between such laws and regulations as amended at any time and the Licensee Use, the provisions of such laws and regulations shall control. Licensor or any other indemnitee shall not have any liability or obligation with respect to any acts or omissions of any parties holding any rights under the Private Restrictions. Licensor's use of the Licensor Property, including the License Premises, includes, without limitation, the right to gain access to any of Licensor's equipment and facilities thereon. Notwithstanding anything in this License Agreement to the contrary, however, Licensor shall reimburse Licensee for any construction costs reasonably incurred by Licensee in temporarily or permanently relocating any of Licensee's improvements due to the exercise of Licensor's right to access or right to require Licensee to relocate its improvements under this License Agreement. Such construction costs shall include, but not be limited to any costs incurred to reroute trail traffic, acquire new right of way or construct the trail in a new location acceptable to Licensee. Furthermore, Licensor shall comply with Licensee's requirements for protection of the public whenever accessing the License Premises with vehicles or equipment.

(b) Licensor reserves the right to grant additional access, utility and other leases, licenses and rights hereafter to third parties through, under, over and across or along all or any portion of the Licensor Property, including without limitation the License Premises, provided that such rights granted to third parties do not unreasonably interfere with Licensee's use of the License Premises hereunder; provided, further, however, that Licensor's grant of such rights on a temporary basis shall in no event be deemed to unreasonably interfere with Licensee's use, but Licensor at its own cost shall repair and restore the License Premises and Facility within 90 days of the termination of such temporary use, to the extent of any damage thereto arising out of such grants by Licensor. Notwithstanding the foregoing, Licensor shall not convey longitudinal rights on the License Premises of continuous length greater than 100 feet to any party without Licensee's prior approval and consent, which shall not be unreasonably withheld. No longitudinal crossings of continuous length greater than 100 feet shall be constructed within 10 feet of Licensee's trail surface. In no event shall new rights granted to third parties pursuant to this section require the closure of any open portion of the trail, without an acceptable rerouting plan, to be paid for by Licensor or third party. Licensor must

notify Licensee of any grants to third parties to use License Premises and must require grantees to coordinate all work on the License Premises with Licensee. In no event shall conveyance by Licensor of rights or privileges in the License Premises, as provided in Section 7(d)(iii) above, be deemed to materially interfere with such privileges of Licensee. Licensee shall consent to the granting of any such rights, to the extent such consent is required or is reasonably requested by Licensor, and to execute, acknowledge and deliver any and all documents Licensor may require in connection with this provision.

11. **Condition of License Premises.** Licensee acknowledges that it has inspected and accepts the License Premises in its present condition as suitable for the Licensee Use.

12. **Indemnity.** Except to the extent prohibited by law, and except as otherwise provided in this License Agreement, Licensee shall indemnify, defend and hold harmless Licensor, and its employees, officers, directors, agents, subsidiaries, affiliates, parent corporations, legal representatives, successors and assigns (collectively, "Licensor's Group"), from and against any and all claims, actions, proceedings, judgments, damages (including consequential damages, liens, fines, costs, liabilities, injuries, losses, costs and expenses (including, but not limited to, attorneys' fees and costs) arising from: (i) the Licensee Use, or (ii) any breach of this License Agreement by Licensee, except in all of cases (i) through (ii) to the extent that the same arise solely out of the willful misconduct of Licensor, its employees, agents or contractors. The foregoing indemnity shall survive the termination of this License Agreement.

13. **Waiver and Release by Licensee; Limitation of Liability of Licensor.** Licensee hereby waives and releases all claims against Licensor's Group, which Licensee or any person or entity claiming by, through or under Licensee may now or at any time in the future have for injury or damage to persons, property or business sustained in or about the License Property, arising from matters (i) included with in the indemnity by Licensee provided in Section 12 above or (ii) any conditions existing on the Licensor Property, including in both cases (i) and (ii) allegations of the negligence of Licensor, but excepting only matters arising solely out of Licensor's willful misconduct. Licensor shall not be liable to Licensee for any injury, loss or damage to persons, property or business sustained by Licensee, its representatives, employees, agents, contractors or invitees in connection with this License Agreement, unless such loss or damage results from Licensor's willful misconduct.

14. **Abandonment.** Licensor has used and continues to use the Licensor Property (including the License Premises) for Licensor's Operations, and does not intend, and this License Agreement shall not be construed, as an abandonment of any such use, to the extent that Licensor's rights in the License Premises are deemed to be easement rights.

If Licensee at any time after the commencement of construction of the Facility abandons the License Premises or fails at any time to use the property for a continuous period of one hundred eighty (180) days (except for periods of construction, reconstruction, maintenance or repair which have been approved by Licensor), then this License Agreement shall immediately terminate for the abandoned portion. In addition to any other rights or remedies, Licensor shall immediately be entitled to exclusive possession of the portion abandoned, discontinued, or closed, without any effect of this License Agreement.

15. [Intentionally Deleted]

16. Taxes. In the event that Licensee is not the State of Missouri or an agency thereof, Licensee shall be liable for, and agrees to pay promptly and prior to delinquency, any tax or assessment, including, but not limited to, any tax levied by any governmental authority (a) against the Facility, the License Premises and/or any personal property, fixtures or equipment of Licensee used in connection therewith, or (b) as a result of Licensee's use of the License Premises of the Facility.

17. Environmental Matters.

(a) The term "Hazardous Substances" shall have the same meaning as set forth in the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 U.S.C. §6901 *et seq.*, and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation.

(b) Based solely on the actual knowledge of Robert Neff, without independent investigation and inquiry, Licensor represents and warrants to Licensee that Licensor has received no written notification of (i) any pending, threatened, ongoing or unresolved administrative or enforcement actions, investigations, compliance orders, claims, demands, actions or other litigation or violations, based on environmental laws and regulations and related to the presence of Hazardous Substances in or on the License Premises, brought by governmental authorities or other persons or entities; or (ii) the release upon the License Premises of any Hazardous Substances during the period of Licensor's occupancy thereof in material violation of any law relating to Hazardous Substances. Licensor's representation and warranty in this Section 17(b) shall expire upon, and Licensee shall have no claim against Licensor for any matter within such representation and warranty arising after, the earlier of (i) 4 years after the Effective Date, or (ii) the opening for use by the public of the trail improvements constructed by Licensee. Licensor's aggregate liability for any breaches of the representations and warranties in this Section 17(b) shall in no event exceed Fifteen Million Dollars (\$15,000,000) in the aggregate.

(c) Licensee shall construct the Facility, and use, operate and maintain the License Premises, in compliance with all federal, state and local environmental, health and/or safety laws and regulations in existence or as amended or adopted in the future. Except for Hazardous Substances expressly approved by Licensor in writing, Licensee shall not use or dispose of any Hazardous Substances on the License Premises. Any approved Hazardous Substances on the License Premises shall be stored and disposed of in accordance with all applicable environmental laws.

(d) In the event of any release of Hazardous Substances on, or contamination of, the License Premises, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property, except to the extent that such release or contamination (i) arises out of a breach of the representations and warranties of Licensor in Section 17(b), or (ii) was not caused by Licensee. For purposes of this license, Licensee locating, disturbing or unearthing a preexisting Hazardous Substance shall not

be deemed a "release" caused by Licensee. In the event that such condition is not within the foregoing exceptions 17(d)(i) or (ii) hereof, Licensee shall return the affected property to the prior condition before contamination, to the satisfaction of Licensor and any governmental authorities having jurisdiction. In all cases, Licensee shall promptly notify Licensor of any release or contamination of Hazardous Substances on the License Premises.

(c) Nothing herein is intended or shall be deemed to provide that Licensee shall have any liability for violation of state and federal laws relating to Hazardous Substances as of the Effective Date. Licensee shall notify Licensor of all such conditions discovered by Licensee. In the event that Licensee encounters certain material household wastes, trash, debris, or other waste materials which do not materially violate laws relating to Hazardous Substances, but must be removed to initially feasibly construct Licensee's trail improvements, and the reasonable costs of such removal exceed One Hundred Thousand Dollars (\$100,000) in the aggregate for the entire License Premises, then Licensor shall (i) remove such wastes within 180 days of notice thereof by Licensee or (iii) reimburse Licensee for such removal costs within 90 days of notice thereof.

18. [Intentionally Deleted]

19. Notices. All notices, demands, consents, approvals and other communications which are required or desired to be given by either party to the other hereunder shall be in writing and shall be hand delivered, sent by United States registered or certified mail, postage prepaid, return receipt requested or telefaxed addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered or three days after mailing; provided, however, that if any such notice or other communication shall also be sent by telefax machine, such notice shall be deemed given at the time and on the date of machine transmittal if the sending party receives a written send verification on its machines.

To Licensee:

Fax No. _____

To Licensor:

Missouri Central Railroad Company
c/o Ameren Services
P.O. Box 66149, Code 700
St. Louis, Missouri 63166-6149
Attention: Manager, Real Estate
Fax No.: _____

With a copy to: Ameren Corporation
One Ameren Plaza
1901 Chouteau Avenue
St. Louis, Missouri 63103
Attention: General Counsel
Fax: (314) 554-4014

20. **Regulatory Approval**. This License Agreement may be subject to Governmental Approvals, including the approval of one or more regulatory agencies. If this License Agreement is subject to Governmental Approvals, the parties hereto agree to exercise diligent efforts to jointly seek such approval, provided that in the event that Licensee is the State of Missouri or an agency thereof, nothing herein is intended by Licensee as an admission that any Governmental Approvals are required and in such event no such Governmental Approvals shall be required except federal Governmental Approvals. If any such required approval is not granted by any agency, the rights and privileges granted to Licensee hereunder shall be null and void and of no further force and effect, provided that Licensee shall continue to be bound by all of its obligations that are expressly intended to survive the termination of this License Agreement.

21. **Assignment Prohibited; Transfers Subject to License**. The License Agreement is personal to Licensee and may not be assigned without the express written consent of Licensor. Such consent may be withheld in good faith by Licensor for any reason, including, without limitation, failure by the proposed assignee to agree to full indemnity and standard insurance provisions, including the following insurance requirements:

(a) On the date of any approved assignment, and annually at each anniversary date thereof, such assignee shall provide to Licensor a certificate of insurance evidencing that assignee has procured and maintained Commercial General Liability insurance covering bodily injury, death and property damage in the amount of not less than Ten Million Dollars (\$10,000,000.00), with a maximum deductible of Two Hundred Fifty Thousand Dollars (\$250,000.00). Such certificate shall state that Licensor, its directors, employees and affiliates are named as an additional insured on all policies of insurance carried by assignee hereunder and that the insurer has provided a waiver of subrogation against Licensor, its employees, directors and affiliates.

(b) Assignee shall cause each contractor and subcontractor performing any work on behalf of assignee pursuant to this License Agreement to purchase and maintain (or Licensee, at its own cost, shall purchase and maintain on behalf of each such contractor or subcontractor), prior to commencing any work on the Licensor Property, all insurance coverages reasonably required by Licensor and DNR.

The License Agreement is not intended to, and shall not run with the land. Nevertheless, the parties contractually agree that his License Agreement and the rights and obligations of the parties hereto shall be binding and inure to the benefit of the parties and their respective permitted successors, legal representatives and assigns, and that Licensor shall not convey Licensor's Property without the recipient agreeing to take subject to and accept all terms and conditions of this License.

In the event that any assignment of Licensee's rights hereunder is so permitted by Licensor, Licensee shall not be released from any of its duties, obligations or liabilities hereunder, whether arising or accruing prior to, on or after the date of any such assignment. Any attempt by Licensee to assign all or any portion of its interest in this License Agreement without Licensor's prior written approval shall be void and of no force and effect.

22. Right of First Refusal. Licensor hereby grants to Licensee the first right of refusal to purchase any portion of the Licensor Property upon the following terms and conditions:

(a) Prior to any written and legally binding acceptance by Licensor of a good faith written offer to purchase all of Licensor's right, title and interest in and to the Licensor Property or any portion thereof (hereinafter, an "Offer"; hereinafter the property subject to an Offer is called the "Offer Property"), Licensor shall notify Licensee in writing of Licensor's intent to accept the same and attach a copy of the Offer, together with Licensor's notice that it intends in good faith to enter into a contract pursuant thereto. Licensee shall have ninety (90) days from receipt of such notice to notify Licensor in writing that it intends to enter into a purchase contract with Licensor upon the same terms and conditions as set forth in the Offer, including, without limitation, the exact Offer Property, purchase price, earnest money, closing date and other terms and conditions (the "Option Notice"). In the event that Licensee fails to provide such written notification to Licensor within such ninety (90) day period, such Offer shall be deemed rejected by Licensee and this right of first refusal shall terminate and have no further force or effect with respect only to the applicable Offer Property in the event that such purchase closes as between Licensor and such third party offeror.

(b) An offer to purchase or sell any parcel of property which includes any portion of the License Premises and other property is not intended and shall not be deemed to be an "Offer" for purposes hereof. An offer which provides for any exchange of properties intended to qualify as a like-kind exchange under Section 1031 of the Internal Revenue Code is not intended and shall not be deemed to be an "Offer" for purposes hereof.

(c) The first refusal rights of Licensee hereunder shall expire as to any Offer Property upon conveyance of such Offer Property to a party other than Licensee pursuant to an Offer after notice to Licensee of such Offer in accordance with the terms of this Section 22.

(d) Nothing in this Section 22 is intended or shall be deemed to apply to any lease, easement, license or other transfer, grant or other conveyance of less than all of Licensor's right, title and interest in and to any Offer Property.

23. Miscellaneous.

(a) On or within 15 days of the Effective Date, Licensor shall provide to Licensee, to the extent not already provided to Licensee as of the Effective Date, copies

of all title insurance policies, railroad maps, deeds, licenses, leases and environmental reports in Licensor's possession relating to the License Premises.

(b) All portions of this License Agreement which require Licensee to perform or undertake any obligations shall survive the termination of this License Agreement.

(c) There are no representations or understandings of any kind related to the subject matter hereof that are not fully set forth in this License Agreement. Any amendments to this License Agreement must be in writing and executed by Licensor and Licensee.

(d) In the event a third party not affiliated with or related to Licensor or Licensee serves Licensor or Licensee with notice of any adverse claim or litigation pertaining to the validity of this License Agreement, title to the License Premises, or any governmental approval required by this Agreement, neither party shall be obligated to defend the same or to incur any expense in doing so.

(e) This License Agreement shall be construed in accordance with the laws of the State of Missouri.

(f) Time is of the essence with respect to all provisions of this License Agreement.

(g) In the event that Licensee is not the State of Missouri or an agency thereof, and any governmental or regulatory body or any court of competent jurisdiction determines that any covenant, term or condition of this License Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as applied to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances) or the validity, legality or enforceability of the other covenants, terms and conditions of this License Agreement. In the event any provision of this License Agreement is held to be invalid, illegal or unenforceable, the parties shall promptly and in good faith negotiate new provisions in substitution therefore to restore this License Agreement to its original intent and effect.

(h) Nothing in this License Agreement is intended or shall be construed as making the parties hereto partners, members, agents, joint ventures or members of a joint enterprise. In the event of any claim or litigation attacking the validity of this License, or the rights of Licensor or Licensee in the Licensor Property or the License Premises, including any part thereof, Licensor and Licensee shall cooperate with the other but shall not be required to defend or intervene.

(i) In any dispute between Licensor and Licensee arising out of this License Agreement or brought by or against any third party arising out of this License Agreement, Licensor and Licensee shall each bear its own attorneys fees and expenses.

(j) Licensee represents and warrants that (i) it has full power and authority to enter into this License Agreement and undertake the responsibilities and obligations contemplated by it in accordance with its terms; (ii) the execution and performance of this License Agreement has been duly authorized by all necessary governmental or corporate actions and that pursuant to such actions, this License Agreement constitutes a valid and binding obligation of Licensee and is enforceable against Licensee in accordance with its terms.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this License Agreement as of the Effective Date.

Licensor:
MISSOURI CENTRAL RAILROAD COMPANY

By:
Name Printed:
Title:

Licensee:

By:
Name:
Title:

EXHIBIT A

Description of the Licensor Property.

All that portion of the Licensor's existing rail property located in Henry, Johnson and Cass Counties as described in a Special Warranty Deed as said deed was recorded in Henry County as document number 4088 in book 626, page 1759, as recorded in Johnson County as document number 230033 in book 1696, page 138, and as recorded in Cass County as document number 167300.

EXHIBIT B

Description of the License Premises

The License Premises will be generally located within the south third of the Licensor Property, and the northern boundary of the License Premises shall be not closer than twenty-five (25) feet from the centerline of the existing rail bed. The License Premises shall in no event include the existing rail bed or existing bridges and areas of land over which such improvements are constructed. Such excluded bridges are scheduled on Exhibit B-1 attached hereto, as well as all existing culverts, road crossings, sidings and miscellaneous features.

The final location of the License Premises will be fixed by any approved work plan adopted pursuant to Section 2 above.

Exhibit B-1-1

Schedule of Bridges and Crossings

B-1-1

APPENDIX F

DRAFT

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Easement

DATE OF DOCUMENT: _____, 2007

GRANTOR: Union Electric Company d/b/a AmerenUE

Mailing Address: Manager, Real Estate Department
Mail Code 700
1901 Chouteau Avenue
P.O. Box 66149
St. Louis, Missouri 63166-6149

GRANTEE: Department of Natural Resources of the State of Missouri

Mailing Address: Office of the Director
205 Jefferson Street
P.O. Box 176
Jefferson City, Missouri 65102

LEGAL DESCRIPTION: See Exhibit A Attached Hereto

REFERENCE BOOK & PAGE: N/A

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2007 (the "Effective Date"), by and between Union Electric Company d/b/a AmerenUE, a Missouri corporation, with a mailing address of Manager, Real Estate Department, Mail Code 700, 1901 Chouteau Avenue, P.O. Box 66149, St. Louis, Missouri 63166-6149 (the "Grantor"), and the Department of Natural Resources of the State of Missouri, with a mailing address of Office of the Director, 205 Jefferson Street, P.O. Box 176, Jefferson City, Missouri 65102 (the "Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of certain real property in the County of Reynolds, State of Missouri, more particularly described on Exhibit A attached hereto and incorporated herein by reference ("Grantor's Property"); and

WHEREAS, Grantee owns and operates an adjacent state park in the County of Reynolds, State of Missouri, commonly known as Johnson's Shut-Ins State Park (the "Park"); and

WHEREAS, there is a scour channel located on Proffitt Mountain and a portion of such scour channel will be located on Grantor's Property as described and depicted on Exhibit B attached hereto (hereinafter such portion is called the "Easement Premises"); and

WHEREAS, Grantor agrees to provide Grantee and its licensees and invitees an easement over the Easement Premises for the Permitted Use (defined below), all pursuant to the terms of this Agreement.

NOW, THEREFORE, for Ten Dollars paid by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Recitals. The above recitals are true and correct and incorporated into the text of this Agreement as if fully rewritten herein.
2. Grant of Easement. Grantor hereby grants, gives, and conveys to Grantee, for the term of this Agreement as provided below in Section 3, for the benefit of Grantee and Grantee's licensees and invitees, a non-exclusive easement, appurtenant to the Park, over the Easement Premises for the following purposes and no others: observation, recreation, education, and interpretation relating to the scour channel, including construction of the Temporary Improvements, as defined below (the "Permitted Use").
3. Duration of Easement; Termination. The easement provided for in this Agreement shall commence on the date on which Grantor completes the reconstruction of the Upper Reservoir of Grantor's Taum Sauk Plant and shall continue for a term of twenty-five (25) years from the date of the completion of such reconstruction (the "Initial Term"). Grantor and Grantee agree to enter into a letter agreement acknowledging the date of the completion of such reconstruction. At the

end of the Initial Term, the easement provided for in this Agreement shall automatically renew on a year by year basis. Either the Grantor or the Grantee may terminate this Agreement and the easement provided herein by providing at least 90 days' written notice to the other party that the Agreement and the easement provided herein shall terminate as of the end of the then current term, be it the Initial Term or an annual renewal thereof. Upon termination of this Agreement, Grantee agrees to execute a recordable, written release of the easement which acknowledges the termination of such easement and this Agreement.

4. Non-Exclusive; Repairs. The easement granted to the Grantee hereunder is non-exclusive and Grantor may use Grantor's Property for any lawful purpose whatsoever which does not unreasonably interfere with the Grantee's rights hereunder. Grantor may grant additional easements across, through, along, in or under Grantor's Property which are not inconsistent with this Agreement, and Grantor, and any other party permitted by Grantor, may use all or any portion of Grantor's Property in a manner not inconsistent with this Agreement. Grantee acknowledges that Grantor may construct improvements to prevent access to Grantor's Property outside the Easement Premises to access by Grantee and Grantee's invitees and licensees. Grantor and Grantee agree to coordinate such closures so as to minimize any inconvenience to Grantee and Grantee's licensees and invitees.

5. Construction and Maintenance. Without the prior written permission of the Grantor, Grantee shall not construct any permanent improvements on the Easement Premises (including, but not limited to, sidewalks, roads, drives, parking areas, buildings, sheds or other improvements). The previous sentence notwithstanding, Grantee shall be permitted to construct upon the Easement Premises temporary improvements, at the sole cost and expense of the Grantee (the "Temporary Improvements"). Temporary Improvements shall include, but not be limited to an interpretative trail, interpretative permits, and associated educational materials. Upon the termination of this Agreement, ownership of any improvements (including the Temporary Improvements) not removed by the Grantee shall vest in the Grantor. Grantee shall restore and repair any damage to Grantor's Property caused by the removal of improvements (including the Temporary Improvements). Grantee shall not permit the imposition of any mechanic's lien or other lien against Grantor's Property in connection with any improvements made by the Grantee (including the Temporary Improvements). Grantee shall keep any improvements (including the Temporary Improvements) on the Easement Premises in good condition and repair, and Grantee shall patrol and keep the Easement Premises clean and free of debris and trash which accumulates from the Permitted Use. Grantee shall construct, use, operate and maintain the Easement Premises in compliance with all federal, state and local environmental, health and/or safety laws and regulations in existence or as amended or adopted in the future, including but not limited to any regulations or orders of the Federal Energy Regulatory Commission ("FERC").

6. Condition of Subject Property. Grantee acknowledges that it has inspected and accepts the Easement Premises in its "AS IS, WHERE IS" condition, with all faults. Grantor makes no representation or warranty of any kind, implied or express, with respect to the Easement Premises and hereby disclaims any such representation or warranty. Execution of this Agreement by the Grantee shall conclusively establish that the Easement Premises is in good and satisfactory condition as of the Effective Date.

7. Indemnity. Grantee shall indemnify, defend and hold harmless Grantor, and its employees, officers, directors, agents, subsidiaries, affiliates, parent corporations, legal representatives, successors and assigns (collectively, "Grantor's Group"), from and against any and all claims, actions, proceedings, judgments, damages (including consequential damages, liens, fines, costs, liabilities, injuries, losses, costs and expenses (including, but not limited to, attorneys' fees and costs) arising from: (i) the Permitted Use or (ii) any breach of this Agreement by Grantee, except to the extent that the same arise solely out of the willful misconduct of Grantor, its employees, agents or contractors. The foregoing indemnity shall include, but not be limited to, claims made alleging the negligence of Grantor and under any workman's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by Grantee's employees, agents, contractors and subcontractors). The foregoing indemnity shall survive the termination of this Agreement. In the event that Grantee is the State of Missouri or an agency thereof, the foregoing indemnity is limited to the extent provided by law.

8. Waiver and Release by Grantee; Limitation of Liability of Grantor. Grantee hereby waives and releases all claims against Grantor's Group, which Grantee or any person or entity claiming by, through or under Grantee may now or at any time in the future have for injury or damage to persons, property or business sustained in or about Grantor's Property, arising from matters (i) included within the indemnity by Grantee provided in Section 7 above or (ii) any conditions existing on Grantor's Property, including in both cases (i) and (ii) allegations of the negligence of Grantor, but excepting only matters arising solely out of Grantor's willful misconduct. Grantor shall not be liable to Grantee for any injury, loss or damage to persons, property or business sustained by Grantee, its representatives, employees, agents, contractors, licensees or invitees in connection with this Agreement, unless such loss or damage results from Grantor's willful misconduct.

9. Insurance. In the event that Grantee is not the State of Missouri or an agency thereof, Grantee shall comply with the following provisions of this Section 9:

On the Effective Date, and annually at each anniversary date thereof, Grantee shall provide to Grantor a certificate of insurance evidencing that Grantee has procured and maintained Commercial General Liability insurance covering bodily injury, death and property damage in the amount of not less than Ten Million Dollars (\$10,000,000.00), with a maximum deductible of Two Hundred Fifty Thousand Dollars (\$250,000.00). Such certificate shall state that Grantor, its directors, employees and affiliates are named as an additional insured on all policies of insurance carried by Grantee hereunder and that the insurer has provided a waiver of subrogation against Grantor, its employees, directors and affiliates. Grantee shall cause each contractor and subcontractor performing any work on behalf of Grantee pursuant to this Agreement to purchase and maintain (or Grantee, at its own cost, shall purchase and maintain on behalf of each such contractor or subcontractor), prior to commencing any work on the Easement Premises, all insurance coverages reasonably required by Grantor.

10. Default. The failure of either party to perform the terms of this Agreement shall constitute a default hereunder for which either party shall have any and all remedies available to

either party at law or equity (including, but not limited to, temporary and/or permanent injunctive relief), provided that before either party may proceed with any such remedies, the complaining party shall deliver to the defaulting party written notice of the failure and the defaulting party shall have thirty (30) days from the receipt of such notice within which to cure the failure.

11. Notices. All notices, consents, approvals, and other communications which may be or are required to be given by either Grantor or Grantee under this Agreement shall be properly given only if made in writing and sent by (i) hand delivery, (ii) U.S. Certified Mail, Return Receipt Requested, or (iii) a nationally recognized overnight delivery service (such as Federal Express, UPS, or DHL), with all delivery charges paid by the sender and addressed to the Grantor or Grantee, as applicable, at the addresses first set forth above for such parties or at such other address as each may request in writing. Such notices shall be deemed received on the date of delivery. The refusal to accept delivery shall constitute acceptance and, in such event, the date of delivery shall be the date on which delivery was refused.

12. Disputes: In any dispute between Grantor and Grantee arising out of this Easement Agreement or brought by or against any third party arising out of this Easement Agreement, Grantor and Grantee shall each bear its own attorneys' fees and expenses.

13. Modification; Waiver. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

14. Severability. The provisions of this Agreement are severable. If any provision or part of this Agreement shall be held by any court or other official body of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions or parts hereof shall continue to be given effect and shall bind the parties hereto.

15. Dates. If the date for the performance of any act hereunder falls on a Saturday, Sunday, or a legal holiday, then the time for performance thereof shall be deemed extended to the next successive business day.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

17. Authorization. The parties hereto represent and warrant that they have the authority and power to enter into this Agreement, subject to any approval standards, terms or conditions imposed by FERC. This Agreement constitutes the legal, binding, valid, and enforceable obligation of the parties, and there are no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Agreement. Notwithstanding the foregoing, the effectiveness of this Agreement is subject to Grantor meeting all of the terms or conditions imposed by FERC, including but not limited to approvals and notifications. Grantor agrees to diligently pursue the same.

18. Entire Agreement; Successor and Assigns. This Agreement constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

[The remainder of this page is intentionally blank—signature page follows.]

IN WITNESS WHEREOF, the parties have executed these presents as of the day and year first above written.

Grantor:

Grantee:

Union Electric Company d/b/a
AmerenUE

Department of Natural Resources
of the State of Missouri

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

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

On this ____ day of _____, 20__, before me appeared _____, to me personally known, who, being by me duly sworn did say that _____ is the _____, of Union Electric Company d/b/a AmerenUE, a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Notary Public
Printed Name: _____

My Commission Expires:

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this ____ day of _____, 20__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of the Department of Natural Resources of the State of Missouri, and that said instrument was signed in behalf of said Department of Natural Resources of the State of Missouri, and said _____ acknowledged said instrument to be the free act and deed of said Department of Natural Resources of the State of Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Notary Public
Printed Name: _____

My Commission Expires:

Exhibit A

Grantor's Property

Exhibit A

Taum Sauk Scour Easement Description

A tract of land located in Sections Fifteen (15) and Sixteen (16), Township Thirty Three (33) North, Range Two (2) East of the Fifth Principal Meridian in Reynolds County Missouri, further described as follows:

A tract of land beginning One Hundred feet (100') west of an existing security fence surrounding the Upper Taum Sauk Reservoir located in the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Fifteen (15) Township Thirty Three (33) North, Range Two (2) East, thence northwesterly to the west line of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section Fifteen (15) and the south line of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Sixteen (16), said boundaries extending Twenty Five (25') feet on either side of the geological features exposed from the collapse of the Upper Taum Sauk Reservoir in December 2005.

The above described tract of property is located only in the following described parcels:
The Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Sixteen (16),
Township Thirty Three (33) North, Range Two (2) East of the Third Principal Meridian.

The South Half of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of
Section Fifteen (15), Township Thirty Three (33) North, Range Two (2) East

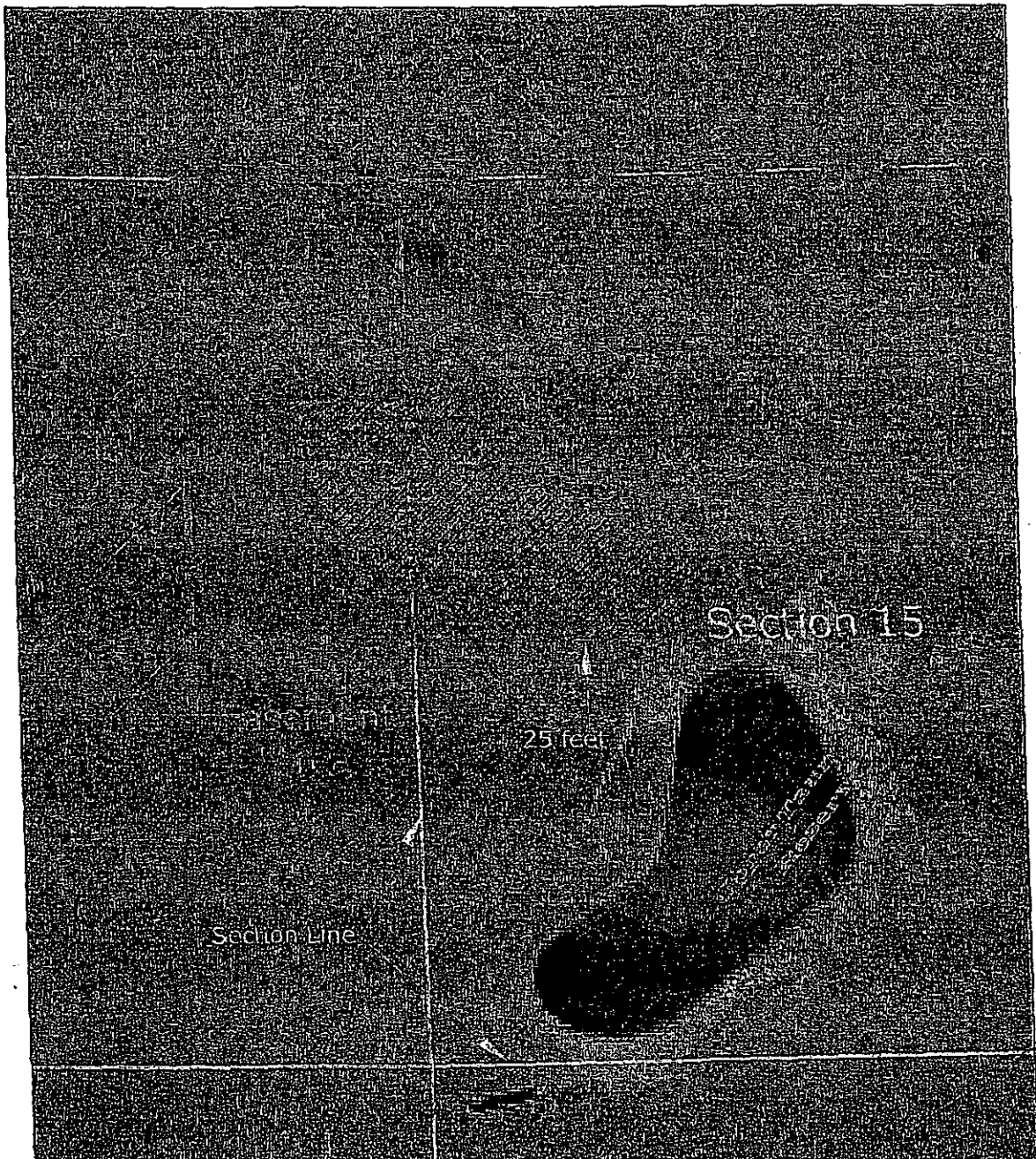
The Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Fifteen (15),
Township Thirty Three (33) North, Range Two (2) East

The South Half of the Southeast Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of
Section Fifteen (15), Township Thirty Three (33) North, Range Two (2) East

Said tract being further described on a map labeled "Easement Area" and attached hereto.

Said description is subject to definitive boundary survey completed by a licensed
surveyor.

END



| | | | |
|-------|----------|------------------------------------|----------------------------|
| | | Taum Sauk Power Plant | |
| | | Easement Area | |
| | | attachment to Exhibit A | |
| SIZE | 8.5"*11" | DWG NO. | Taum Sauk Property Control |
| SCALE | 1/800 | REV | |
| | | T33N R2E, Reynolds County Missouri | |

Exhibit B

Legal Description and Drawing
Depicting the Basement Premises

A tract of land being a portion of Sections 15 and 16 of Township 33 North, Range 2 East of the Fifth Principal Meridian, Reynolds County, Missouri and being more particularly described as follows:

COMMENCING at the northeast corner of said Section 16, said corner being monumented as described by that certain Corner Document filed with the Missouri Department of Natural Resources as Document Number 600-61498; thence along the easterly line of said Section 16, South $2^{\circ}21'27''$ West a distance of 1798.75 feet to the TRUE POINT OF BEGINNING of the parcel herein described, said point being the approximate northeasterly limit of a scour created by the Taum Sauk Dam failure in December, 2005; thence leaving said Section line and approximately along said northeasterly line the following three courses:

South $27^{\circ}24'17''$ East a distance of 676.23 feet;

South $53^{\circ}59'16''$ East a distance of 454.68 feet;

South $71^{\circ}22'29''$ East a distance of 652.83 feet; thence crossing said scour, South $24^{\circ}38'19''$ West a distance of 531.22 feet to a point on the approximate southwesterly limit of said scour; thence along said southwesterly line the following six courses:

North $85^{\circ}44'21''$ West a distance of 807.83 feet;

North $60^{\circ}27'07''$ West a distance of 1089.06 feet;

North $6^{\circ}54'27''$ West a distance of 353.79 feet;

North $56^{\circ}54'16''$ West a distance of 89.53 feet;

North $12^{\circ}42'23''$ West a distance of 897.81 feet;

North $39^{\circ}58'00''$ West a distance of 269.89 feet to a point on the Southerly line of the Northeast Quarter of the Northeast Quarter of said Section 16; thence along said southerly line, South $89^{\circ}39'00''$ East a distance of 596.27 feet to a point along said northeasterly limit of said scour; thence along said northeasterly line, South $52^{\circ}32'27''$ East a distance of 628.67 feet; thence continuing along said limit, South $27^{\circ}24'17''$ East a distance of 151.90 feet to the TRUE POINT OF BEGINNING and containing an area of 51.22 acres, more or less.

