

OFFICIAL FILE

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

ILL. C. C. DOCKET NO. 10-0173

Ameren IP Cross Exhibit No. 1

Witness *Bennett*

Date *7-22-10* Reporter *CB*

ILLINOIS POWER COMPANY,)
d/b/a Ameren IP, and)
AMEREN ILLINOIS TRANSMISSION)
COMPANY,)

Docket No. 10-0173

Petition for an Order pursuant to Section)
8-509 of the Public Utilities Act approving)
Petitioners' use of eminent domain power.)

RESPONSE TO AMEREN'S FIRST SET OF DATA REQUESTS BY
DEE BENNETT

NOW COMES Dee Bennett, by and through his attorneys, The Cantlin Law Firm, in accordance with the Rules of Practice of the Illinois Commerce Commission, 83 Ill. Admin. Code, Section 200.360, hereby submits the following responses to Illinois Power Company, d/b/a Ameren IP and Ameren Illinois Transmission Company (hereinafter referred to as "Ameren"):

Ameren-Bennett 1.01: Have any appraisals been performed of Mr. Bennett's property, any portion thereof, or any right or interest therein the last 5 years? If yes: (i) identify each such appraisal, including who it was prepared by and when; (ii) provide a copy of each such appraisal in Mr. Bennett's possession.

Response: No appraisals have been performed on Mr. Bennett's property which is the basis for this action.

Ameren-Bennett 1.02: Provide copies of all correspondence received from Ameren regarding acquisition of land rights for the LaSalle-Wedron transmission line in Mr. Bennett's possession.

Response: Copies of correspondence referred to are attached hereto and marked as Exhibit 1.02.

Ameren-Bennett 1.03: State the number of times Mr. Bennett is aware of that Ameren or an agent of Ameren has contacted him by: (i) phone, (ii) mail, (iii) in person.

Response: All contacts between Mr. Bennett and Ameren are identified in attached Exhibit 1.02.

OFFICIAL FILE

Ameren-Bennett 1.04: Is Mr. Bennett represented by an attorney in negotiations with Ameren regarding acquisition of property rights? If yes, state the number of times of which Mr. Bennett is aware that such attorney has had contacts with Ameren or an agent of Ameren on Mr. Bennett's behalf by: (i) phone, (ii) mail, (iii) in-person.

Response: Mr. Bennett is represented by The Cantlin Law Firm in negotiations with Ameren regarding acquisition of property rights. Both John Cantlin and Joseph Cantlin of the Cantlin Law Firm has had contact with Ameren, and/or their agents, by phone and mail, the exact number of each is not known by Mr. Bennett. They have had two in-person contacts with Ameren's attorney, C. Clark German and Acquisition Agent, Roger Nelson.

Ameren-Bennett 1.07: Did Mr. Bennett consider any other sales for inclusion in his testimony on page 3 and then not include the sales on this list? If yes: (i) identify each sale excluded, and (ii) list each excluded sale in a format similar to Mr. Dolder's Ex. 2.4.

Response: At this time no other sales have been considered.

Ameren-Bennett 1.08: Is Mr. Bennett aware of any other land sales of agricultural land in the LaSalle-Wedron area since 2005 that he does not discuss on page 3? If yes: (i) identify each such sale and (ii) list each such sale in a format similar to Mr. Dolder's Ex. 2.4.

Response: Mr. Bennett's knowledge of land sales of agricultural land in the specified area and time is set forth in the attached copy of his Responsive Testimony, pages 12 thru 15, and the associated schedules in Docket No.: 06-0706. See Exhibit 1.08

Ameren-Bennett 1.09: With respect to the statement by Mr. Bennett on page 3 that the, "State of Illinois acquired land from me in April 2006, and they compensated me based off of approximately \$65,000.00": (i) provide the number of acres acquired by the State of Illinois; and (ii) state whether the acquisition was for the fee simple interest in the land or some other interest (e.g., an easement). If the acquisition was for some other interest, describe in detail the interest acquired and provide all documents relied on to support the explanation.

Response: (i) 0.132 acres (ii) fee simple

Ameren-Bennett 1.10: With respect to the statement by Mr. Bennett on page 3 that a, "10 acre track directly north of my property on the other side of interstate 80 sold for approximately \$80,000 per acre": (i) identify the year when this sale took place; (ii) explain the basis for this statement and provide all documents Mr. Bennett relies on for this explanation; and (iii) Does Mr. Bennett contend this sale is "comparable" to the acquisition of land rights that Ameren seeks for the LaSalle Wedron line? If yes, explain why and provide all documents Mr. Bennett relies on for this explanation.

Response: See Response to 1.08 above and Exhibit 1.08; specifically, Schedule 1.2 and lines 238-239 on Page 14.

Ameren-Bennett 1.11: Identify each of the "other land sales in the area" referenced on page 3 and list such sales in a format similar to Mr. Dolder's Ex. 2.4.

Response: See Response to 1.08 above and Exhibit 1.08.

Ameren-Bennett 1.12: With respect to Mr. Bennett's statement that, "The market value of the remaining property will decrease as a direct result of the 138kV power poles due to their impact on the marketability of the property as a whole and their effects on the annual income and profit derived from the property": (i) explain the basis for the statement and provide all documents Mr. Bennett relies on to support his explanation; (ii) has Mr. Bennett performed any study or analysis to quantify the "market value of the remaining property"? If yes, provide such study or

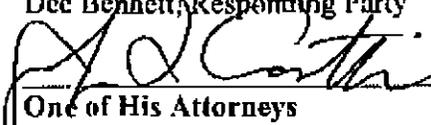
analysis; (iii) has Mr. Bennett performed any study or analysis to quantify the "impact on the marketability of the property"? If yes, provide such study or analysis; (iv) has Mr. Bennett performed any study or analysis to quantify the "effects on the annual income and profit derived from the property"? If yes, provide such study or analysis.

Response: (i) The following articles: (a) *High Voltage Power Lines: Do They Affect Property Value?* By Delaney and Timmons, the Journal of Real Estate Research (1992). A copy of the article was attached to the Direct Testimony of Mary G. Small in Docket No.06-0706; (b) *Power Lines and Land Value* by Colwell, The Journal of Real Estate Research (1990). A copy of the article was attached to the Direct Testimony of Mary G. Small in Docket No. 06-0706.

(ii) No

(iii) No

Respectfully Submitted,

Dec Bennett, Responding Party
BY: 
One of His Attorneys

John L. Cantlin #00382639
The Cantlin Law Firm
760 E. Etna Road
Ottawa, IL 61350
Phone: (815) 433-4712
Fax: (815) 433-1568

One Ameren Plaza
1901 Chouteau Avenue
PO Box 66149
St. Louis, MO 63166-6149
314.621.3222

June 14, 2006

Certified Mail

Bonnie Grusk & Dee Bennett
2339 Oakwood Ln
Marseilles IL 61341-9304

Dear Landowner,

Re: Tax Parcel ID 19-04-100-000, 19-04-101-000



Ameren Corporation will seek authorization from the Illinois Commerce Commission to construct approximately 35 miles of overhead electric transmission lines in La Salle County, Ill.. The transmission lines, as proposed, will affect property you own or in which you may have an interest.

The proposed transmission lines will increase the electrical capacity and improve the service reliability in the La Salle-Ottawa area by connecting the La Salle transmission system to the transmission system in Ottawa through a new substation near Wedron, Ill..

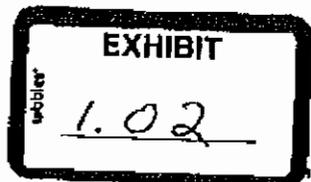
This project calls for the construction of two new 138,000-volt transmission lines:

A line approximately 23.0 miles in length, extending east and north from the AmerenIP North La Salle substation to a new substation (Fox River Substation) near Wedron, Ill..

A line approximately 9.5 miles in length, extending east and north from the AmerenIP Ottawa substation to the new substation near Wedron, Ill..

The proposed transmission lines will utilize single-shaft steel poles, except at the Fox River crossing. Most of the poles will be direct-embedded, though some will be installed on concrete foundations. The majority of the poles will range in height from 75 to 90 feet. The distance between the poles will be approximately 275 feet to 500 feet. Some spans may be longer depending on electric distribution circuits along the route. All facilities to be built will meet all regulatory and safety requirements.

Ameren seeks to negotiate the purchase of an easement or other land rights from you across property you own in Sec. 4, UTICA Township, La Salle County, Ill. A representative for Ameren will contact you sometime after June 28, 2006, to arrange a mutually agreeable time to meet and discuss the proposed project in detail and to determine with you a fair and reasonable agreement for the easement rights Ameren is seeking. If you would like to contact Ameren sooner to arrange an appointment, please call Toll Free 1-800-253-2477. If you prefer, you may write to me at 300 Liberty Street, Peoria IL 61602.



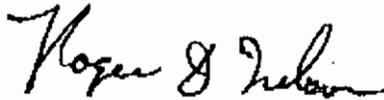
Subsidiary of Ameren Corporation

Joe Diers 217-971-2599
Colby Soren 224-6210

Enclosed is a "Statement of Information from the Illinois Commerce Commission concerning acquisition of Rights of Way by Illinois Utilities," which is provided for your information.

We look forward to meeting with you to discuss the proposal in detail.

Sincerely,

A handwritten signature in black ink that reads "Roger D. Nelson". The signature is written in a cursive style with a large initial 'R'.

Roger D. Nelson
Real Estate Supervisor
Ameren Services, Agent for Ameren and AmerenIP

Enclosure

Section 300.APPENDIX A Statement of Information from the Illinois Commerce Commission Concerning Acquisition of Rights-of-Way by Illinois Utilities

A representative of a public utility is contacting you for the purpose of negotiating with you concerning the acquisition of a land right-of-way for utility purposes over property which you own or in which you have an interest as an owner. This right-of-way is proposed to be used for the purpose of constructing, operating and maintaining certain facilities of the utility on your land, as set forth in the accompanying letter. This project will be further explained in detail to you by the utility representative who meets with you concerning this proposal.

The purpose of this Statement is to provide you with general information concerning the initial procedures involved. This Statement covers several questions commonly asked of the Illinois Commerce Commission staff by landowners.

This Statement is not a legal opinion concerning your rights under the law or the rules and regulations of the Commission nor is it a detailed analysis of the procedures involved. If you have any questions concerning your legal rights, you may wish to consult an attorney.

Ordinarily, a public utility must obtain a Certificate of Public Convenience and Necessity from the Illinois Commerce Commission under Section 8-406 of the Public Utilities Act [220 ILCS 5/8-406] before constructing major new facilities. An order pursuant to Section 8-406 allows a utility to begin construction on land which it owns or on which it has acquired an easement. The utility files its application with this Commission for the Certificate, and the Commission then notifies the property owners involved of the date, time and place of the public hearing to be held by the Commission on the utility's application. Landowners may participate in the hearing(s), either through oral or written statements, or formal intervention as provided in the Commission's Rules of Practice (83 Ill. Adm. Code 200). During such hearing(s), the Commission considers the public need for the proposed project, the type of facilities to be constructed and the feasibility of the proposed location of the facilities. If the Commission finds that the proposed facility is reasonably needed to provide utility service to the public and approves of its design and location, the Commission will grant a Certificate of Public Convenience and Necessity to the utility for the construction of the facilities.

A utility may choose to seek to acquire land or land rights from landowners prior to seeking a Certificate from the Commission. The utility may also seek to obtain an option to purchase a right-of-way from a landowner. The securing of an option does not oblige the utility to purchase the right-of-way. During the negotiations, you may be represented by an attorney. However, you are under no obligation to retain anyone to negotiate on your behalf.

Negotiation means discussion and bargaining between the landowner and the utility in an effort to arrive at an equitable agreement concerning the land or land rights and the price to be paid for such land or land rights. It does not mean that an agreement must be reached or that either the landowner or the utility must agree with the other. The Commission does not require the utility to obtain by negotiation any fixed amount or percentage of the right-of-way required for the project prior to its applying for a Certificate.

The price to be paid to the landowner by the utility for the land or land rights is a matter of negotiation between the landowner and the utility. The Commission does not participate in the negotiations nor does it establish or approve the price. Specific information on the price to be offered for the land or land rights will be provided by the utility representative. The utility representative may be negotiating with you for the acquisition of an easement for the use of the land or for the purchase of the land. In either case, the utility will have its own form of easement or deed, as the Commission has no standard forms which the utility is required to use.

If the utility is able to obtain a Certificate of Public Convenience and Necessity for the project and has been unable to acquire the necessary land or land rights from all landowners through negotiation, it may apply to the Commission for an order under Section 8-503 of the Public Utilities Act [220 ILCS 5/8-503]. An order pursuant to Section 8-503 finds that the project is in the public interest and authorizes and directs the project to be built. The Commission will notify the interested landowners from whom the utility has not been able to acquire the necessary land or land rights through negotiation, of the date, time and place of the public hearings to be held by the Commission on the utility's application. Such landowners may participate in the hearing(s), either through oral or written statements, or formal intervention as provided in the Commission's Rules of Practice. During such hearing(s), the Commission determines, among other things, whether the utility had made a reasonable attempt to acquire the necessary land or land rights through negotiation with the landowner.

If the Commission grants the utility an order under Section 8-503 of the Public Utilities Act and the utility still has not been able to acquire the necessary land or land rights through negotiation, the utility may then apply to the courts to exercise the right of eminent domain or condemnation under Article VII, "Eminent Domain," of the Code of Civil Procedure [735 ILCS 5/Art. VII] to acquire the right-of-way. Eminent domain is simply the power of the State, or those delegated by the State, to take private property for public use upon payment of just compensation as determined by the courts.

There is no certainty that the utility will be allowed to acquire land or land rights through the use of eminent domain. However, you should not delay in contacting the utility's representative to attempt to negotiate fair compensation for the land or land rights which the utility seeks. The Commission encourages you to negotiate vigorously on your own behalf or to have an attorney do so for you. If you have any questions about this Statement or the rules and procedures of the Illinois Commerce Commission, please contact the Chief Engineer, Illinois Commerce Commission, 527 East Capitol Avenue, Springfield, Illinois 62706. Any specific questions concerning your individual property should be addressed to the utility representative.

(Source: Amended at 21 Ill. Reg. 1659, effective February 1, 1997)

Talked to Joe Piers 217-971-2599
and Colby Sawn 224-6210

Sawn indicated it would be coming from
their office straight east to 39, then
follow 39 around to 80 and follow
80 to the west side of Macbelle
sub. then cross to the north of 80
then east to the west line of
Wal-Mart then north to N. 33
then east to Wedron.

He also indicated that they would have
to come south at 178.

Sounds like Piers will be contacting
us.

Someone between 6/14/06 + 6/28/06

June 29, 2006

Mr. Dee Bennett
2339 Oakwood Lane
Marseilles, IL 61341

Dear Mr. Bennett,



Per our phone conversation on June 28, 2006 please find enclosed a copy of a aerial map of the area that will be affected by our proposed LaSalle to Wedron electric line. I have highlighted the proposed route in pink.

As I mentioned, we will be in contact with you in the near future.

Thank you.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Joe Diers".

Joseph M. Diers
Senior Real Estate Agent
Ameren IP



$$\text{Streets} \quad 2640 \times 65 = 171600 - 43500 = 3.94$$

$$3.94 \times 17000 \times .7 = 46886$$

$$\text{Dues/Sold} \quad 1320000 \times 65 = 98800 - 43500 = 2.27$$

$$2.27 \times 25000 \times .7 = 39725$$

$$\text{Dues} \quad 1.72 \times 80000 \times .7 = 96320$$

$$182931$$

We met w/ Diers on Oct. 2

He did not have the correct description. I believe he was offering 70% of a value of 20K/acre. We explained the recent sales and indicated they were no where close to proper values.

We also asked him how they were going to deal with the recent water & sewer lines that were placed where they want to go and he could not answer that.

EASEMENT

Together with the perpetual right, permission, privilege, and authority in Grantee to take, construct, reconstruct, erect, place, keep, operate, maintain, inspect, patrol, add to the number of and relocate at will, at any time, and from time to time, in, on, upon, along, over, through, across, and under

the herein described easement a line or lines of poles, conduits and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other appurtenances, for the purpose of transmitting electric energy or other power, and for telecommunications; to trim, cut, clear or remove, at any time, and from time to time, by any means whatsoever, from said easement, or the premises of the Grantor adjoining the same on either side, trees, brush, and any and all obstructions of whatsoever kind or character which, in the judgment of Grantee, may endanger the safety of, or interfere with, the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspecting, patrolling, addition to and relocation of, Grantee's facilities; and the right of ingress and egress to, from, and over the herein described easement and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein granted; also the privilege of removing at Grantee's option at any time, any or all of Grantee's improvements erected in, on, upon, over, and under the herein described easement.

The Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, addition to and relocation of, Grantee's facilities.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this easement, Grantor is the owner of the above described land and has full right and authority validly to grant this easement, and that Grantee may quietly enjoy the premises.

The Grantee agrees to place said poles not more than Fifteen (15) feet South of the North line of said property.

Grantee shall be responsible for actual damages occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's facilities and shall reimburse the owner hereof for such loss or damages.

TO HAVE AND TO HOLD the easement aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, agents, lessees, tenants, contractors, subcontractors, and licensees, forever.

The easement conveyance made hereby shall run with the land, and this agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, executors, administrators, successors and assigns of the parties hereto.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has executed this Transmission Easement the day and year first above written.

(Signature)

(Signature)

Name: _____
(Print Name)

Name: _____
(Print Name)

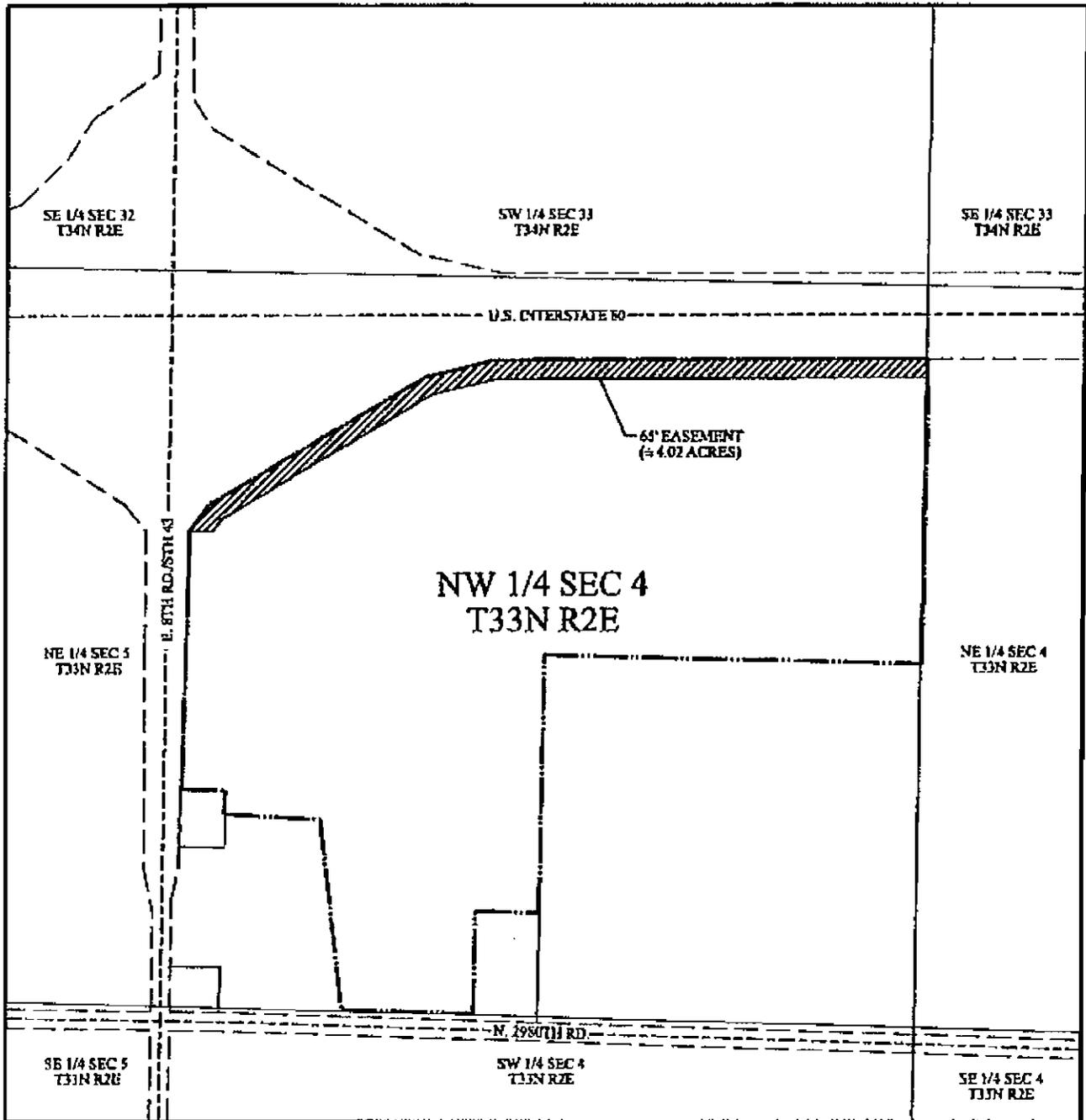


EXHIBIT A

WTG File Numbers: AMN2006LS-961

OWNER: DEE J. BENNETT AND BONNIE GRUSK
 TAX ID: 19-04-100-000 19-04-105-000 (17-04-100-001 17-04-100-005)



TOWNSHIP/RANGE: T33N R2E
 SECTION: NW 1/4 SEC 4



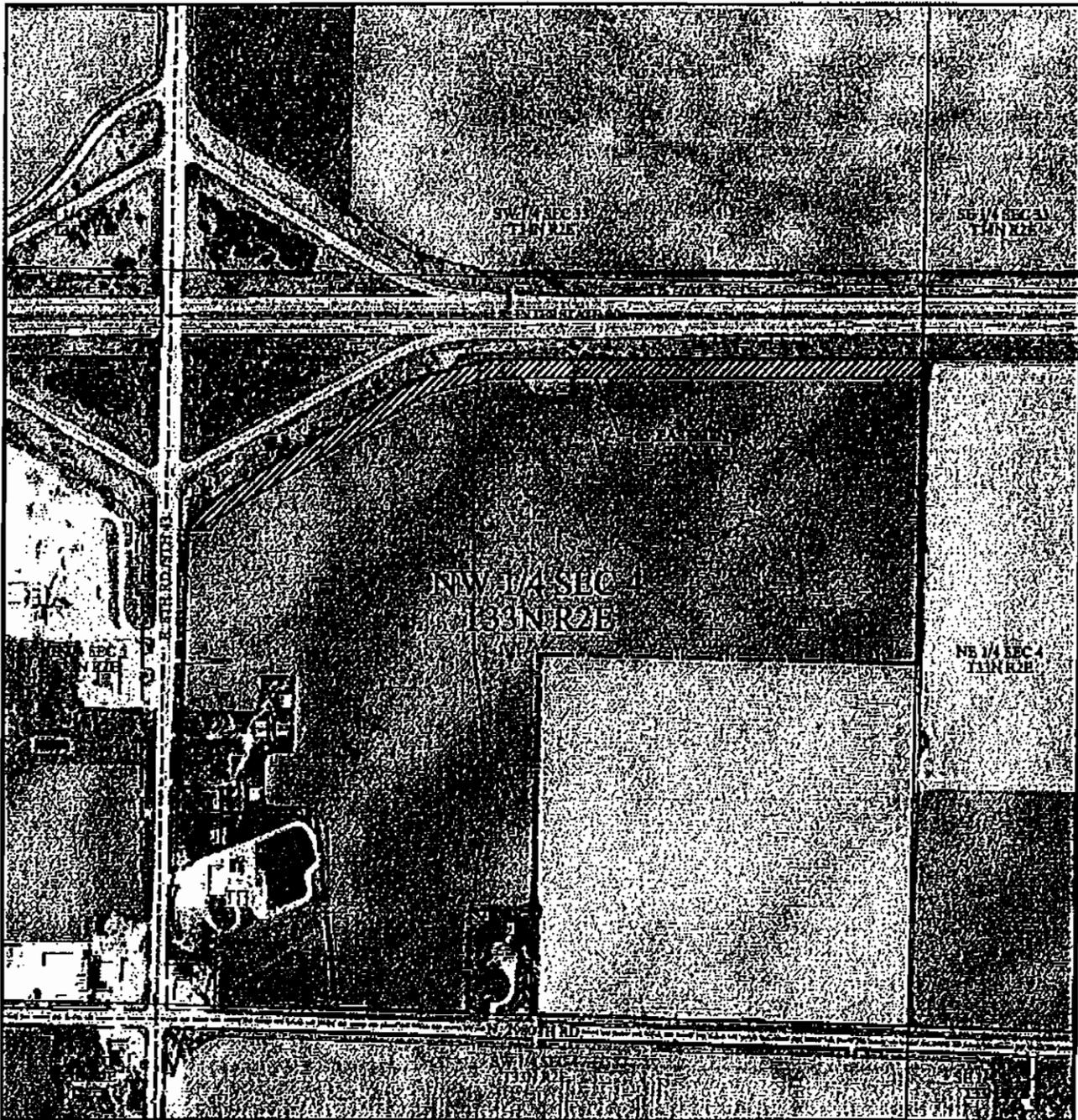


EXHIBIT A

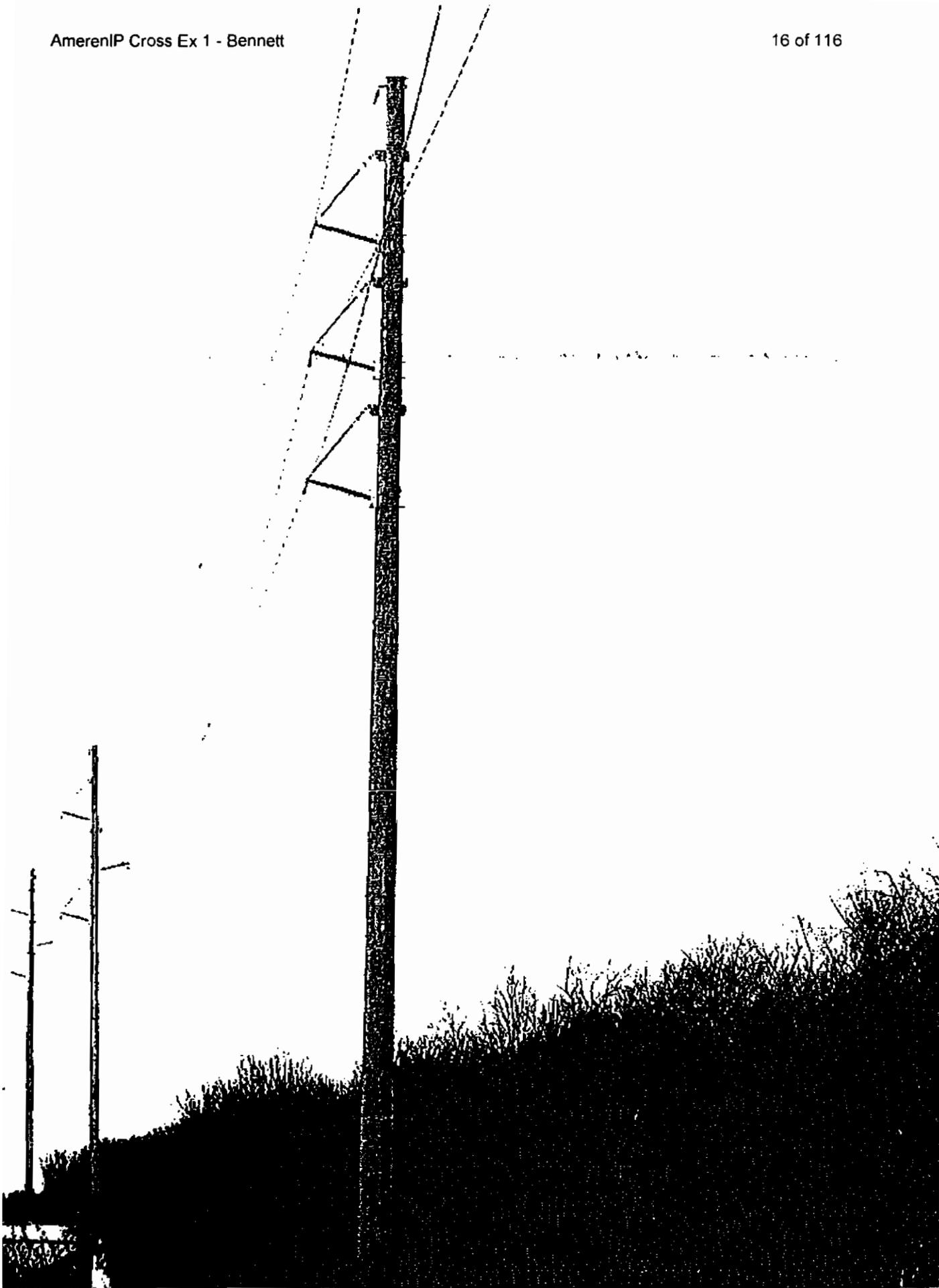
WTG File Numbers: AMN2006LS-961

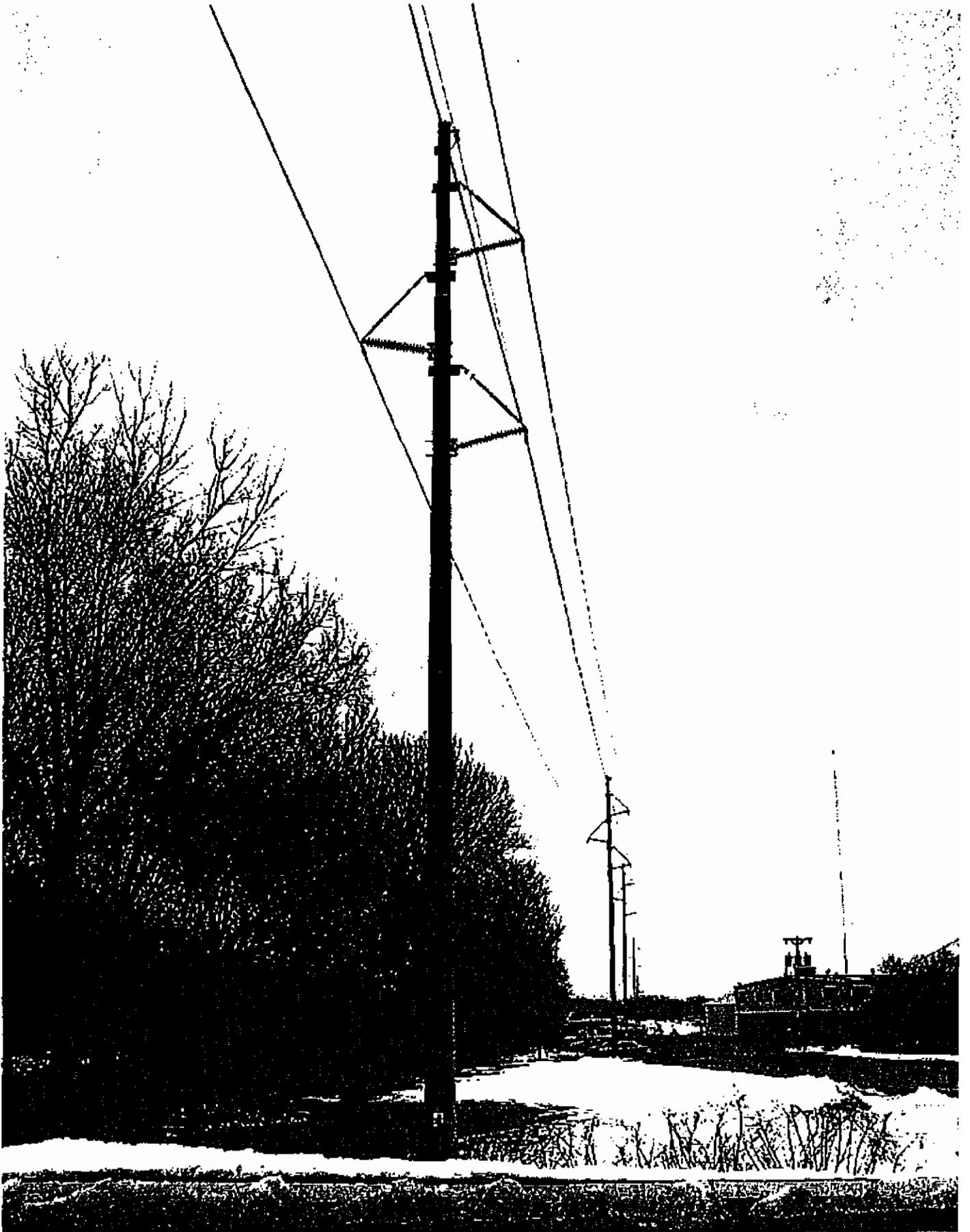
OWNER: DEE J. BENNETT AND BONNIE GRUSK
 TAX ID: 19-04-100-000 19-04-105-000 (17-04-100-001 17-04-100-005)



TOWNSHIP/RANGE: T33N R2E
 SECTION: NW 1/4 SEC 4







Friday, February 23, 2007

David H. Edlen
Right of Way Representative
Contractor for Ameren Services
Real Estate Dept.
Telephone: (815) 228-0870
Email: dedlen@ameren.com



Mr. Dee Bennett
2339 Oakwood Lane
Marsailles, Illinois 61341

Dear Mr. Bennett:

You had previously been contacted by Mr. Joe Diers of the Ameren Services Real Estate Department concerning an easement for a proposed La Salle to Wedron 138 KV electrical circuit designed to be constructed on property you own, or in which you have an interest. This property is located in the Northwest (NW 1/4) Quarter of Section 4, Township 33 North, Range 2 East of the 3rd Meridian, La Salle County, Illinois. At this meeting you informed Mr. Diers that a portion of the property had been sold to another entity and you now owned only a portion of the property shown on the original documents.

While I realize that you are involved in intervening against the proposed project, I felt it best to provide you with information pertaining to AmerenIP's revised offer that reflects the current status of the property. Therefore I have provided the revised Option for Easement document for your review.

Please review these documents at your earliest convenience and forward them to your attorney, should you desire, for review. Should you or your attorney have any questions or require additional information, pertaining to the proposed electrical line, please contact me at the telephone number listed above. Should you be in agreement with this proposal, please complete the following instructions:

1. Sign the "Option for Easement" forms, as noted, and retain the second copy for your files. (Do not sign the "Transmission Easement" form attached as an exhibit) (Please Use Blue Ink) All Grantors shown should sign the Option.
2. Sign the "Memorandum of Option to Purchase Transmission Easement" form which will be recorded in the La Salle County Recorder's Office.
3. Complete and sign the enclosed Modified W-9 form (Request for Accounts Payable Set-up Information and Taxpayer Identification Number (Non-Purchasing Suppliers)
4. Furnish the name, address and telephone number of any tenant(s) that may have an interest in the property, so that they may be contacted in order to obtain their signature(s) on a "Tenant's Consent" form or you may have your tenant sign the enclosed "Tenant's Consent" and return it with the signed Option documents.
5. Return the signed documents to me in the enclosed, self-addressed, stamped envelope.

Ameren-IP is offering ten percent (10%) of the total easement valuation for the signing of the "Option for Easement." (See attached Easement Valuation) The 65 foot width of the easement, on your property, is intended to be used to provide a "safety barrier" to the electrical transmission line that will prevent any permanent structures, such as grain bins, barns, sheds or homes to be constructed within the confines of the easement.

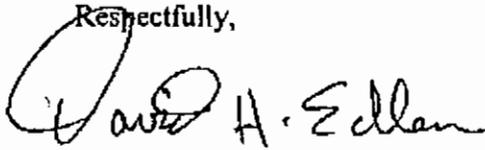
The property within the easement may still be farmed or used for roadways, parking lots, etc. This 65 foot wide easement is requested to provide Ameren the ability to install the proposed poles approximately 15 feet south of the Interstate 80 right of way, should the State of Illinois not issue a permit which will allow a portion of the electrical wires and/or pole appurtenances to overhang the right of way of said Interstate 80.

Upon receipt of the signed documents, a check in the amount of \$2,565.00 will be issued to the grantors listed on the Option for Easement document and forwarded to you at the address shown above. Should you require payment be made to a different individual or account, please have the enclosed Request for Payment completed and signed by all parties involved and return with the signed Option for Easement.

Should Ameren-IP determine to execute this option; you will be contacted concerning the signing of the "Transmission Easement" form and the remaining balance of the easement valuation will be paid. Should Ameren determine to extend the option period, you will be contacted and an additional option payment will be paid per the option agreement.

Thank you for your cooperation and assistance in the successful completion of this project.

Respectfully,

A handwritten signature in black ink that reads "David H. Edlen". The signature is written in a cursive style with a large, looped initial "D".

David H. Edlen
Right of Way Representative

Enclosures:

Option for Easement (original) and Option for Easement (grantor's copy)
Memorandum of Option to Purchase Transmission Easement
Easement Valuation
Tenant Information Form
Tenant's Consent Form
Modified W-9 Form (Request for Accounts Payable Set-up Information and Taxpayer Identification Number — Non-Purchasing Suppliers)
Payment Authorization Form
Self-addressed, stamped envelope

Enclosures Supplied For Your Information:

Project Fact Sheet
Ameren Corp. Facts Sheet
EMF Pamphlet
Route Map

OPTION FOR EASEMENT

THIS INDENTURE WITNESSETH, That Dee J. Bennett and Bonnie Bennett, *d/b/a Bonnie Grusk*, as Tenants in Common, (Grantor(s)), for and in consideration of the sum of Two Thousand Five Hundred Sixty-five and No/100 Dollars (\$ 2,565.00) ("Option Amount") in hand paid by Illinois Power Company, *d/b/a AmerenIP* ("Grantee") and for other good and valuable consideration, the receipt of which is hereby acknowledged, do_____ hereby give and grant to Illinois Power Company, *d/b/a AmerenIP* its successors and assigns, the exclusive option, right and privilege to purchase for a period of one year from the date hereof an easement for electrical and communication transmission lines in, over, under, upon or across the described real estate, situated in the County of LaSalle and State of Illinois, to wit:

A part of the Northwest Quarter of, Section Four (4), Township Thirty-three (33) North , Range Two (2) East of the Third Principal Meridian, LaSalle County, Illinois, more particularly described as follows: A Sixty-five (65) feet wide strip of land (containing 1.71 acres, more or less) located along, adjacent and parallel to the Northwesterly line of the above described parcel of land; said Northwesterly line described as being the Southerly right of way line of the public roadway, commonly known as Interstate 80 and the entrance ramp onto Interstate 80, from the public roadway commonly known as Illinois State Highway 43 (E. 8th Rd), that extend along the said Northwesterly line of said parcel of land.

Tax ID # 19-04-101-000 (17-04-100-001)

at and for the price of Twenty-five Thousand Six Hundred Fifty and No/100 Dollars (\$ 25,650.00), and as depicted on the attached drawing marked Exhibit "A" attached hereto and made a part hereof, and as may, at Grantee's discretion, be more particularly described by a survey to be performed by Grantee.

Grantee, upon the additional payment to Grantor of \$2,565.00 (extension amount), per extension period shall have the right to extend this option for two additional periods of one year each. This option and any extension hereof shall constitute a contract between the parties herein specified if exercised in writing on or before 30 days before the expiration date hereof, or the expiration date of any extension hereof, and shall be null and void unless exercised in writing within the time above specified.

If this option is not exercised by Grantee in accordance with the following notice provisions and within the time above specified, then any monies paid by Grantee to Grantor in consideration for this option shall be retained by and become the property of the Grantor.

Notice for all purposes set forth herein shall be by mailing by United States Certified Mail, postage pre-paid, to the addresses noted below and the same shall be deemed to have been delivered on the day it is postmarked.

Notice to Grantee:

Illinois Power Company *d/b/a AmerenIP*
Real Estate Dept.
300 Liberty St.
Peoria, IL 61602

Notice to Grantor:

Dee Bennet & Bonnie Grusk
239 Oakwood Lane
Marsailles, Illinois 61341

It is understood and agreed that upon full payment of the consideration, the Grantor(s) will execute Grantees' form of easement (a sample copy of which is marked Exhibit "B" and is attached hereto and made a part hereof).

It is also understood that the option amount of \$2,565.00 and any extension amount, if paid, shall constitute a part of the consideration for said easement if the rights herein granted are exercised by the Grantee. It is further understood that this instrument shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto and may be assigned by Grantee without further consent of Grantor.

During the term of this Option, Grantee through its representatives, shall be entitled to enter upon the Property for the purposes of investigation, inspection, measuring, surveying, staking, testing, and taking of soil and/or ground water samples. Grantor(s) agree(s) to cooperate with, and give any consent reasonably requested by any of Grantee's representatives in connection with any such investigation and testing conducted by Grantee. Grantee shall compensate Grantor for damages to crops, fences, and other improvements directly caused by Grantee's aforesaid actions.

Upon exercising this option, the Grantee agrees to purchase said easement within 120 days from the date this option or any extension thereof is exercised.

If Grantee does not purchase said easement within 120 days after exercising this option or any extension thereof, then any and all monies paid by Grantee to Grantor shall be retained by and become the property of the Grantor.

IN WITNESS WHEREOF, Grantor(s) have hereunto set _____ hand _____ and seal _____ this _____ day of _____, A.D. 2006.

Dee J. Bennett

Bonnie Bennett, f/k/a Bonnie Grusk

Witness

Grantor(s)

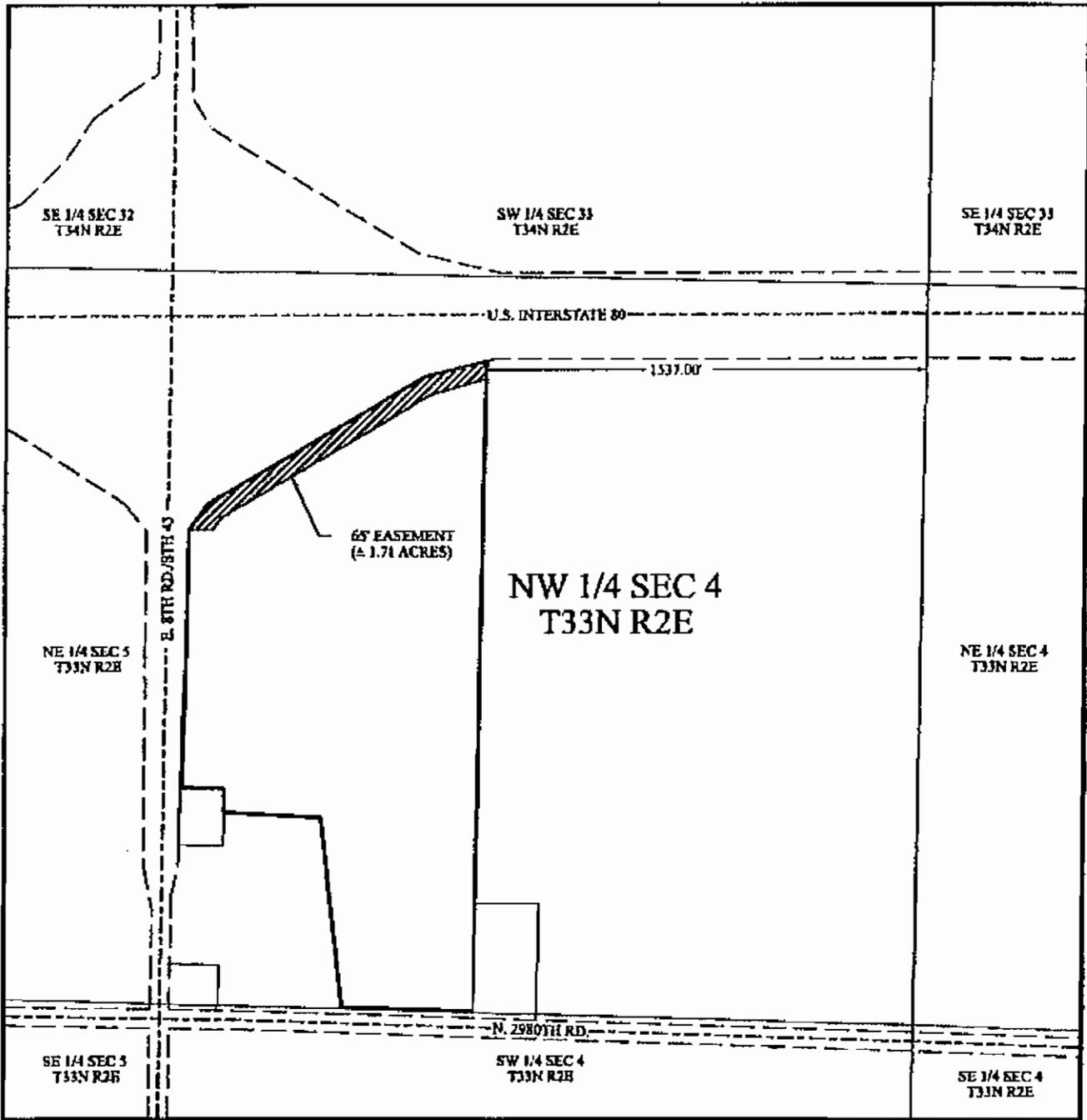


EXHIBIT A

WTG File Numbers: AMN2006LS-998

OWNER: DEE J. BENNETT AND BONNIE GRUSK
 TAX ID: 19-04-101-0000 (17-04-100-001)



TOWNSHIP/RANGE: T33N R2E
 SECTION: NW 1/4 SEC 4



This area to be used for recording information only.

TRANSMISSION EASEMENT

THIS INDENTURE, Made this _____ day of _____, 2006, by and between Dee J. Bennett and Bonnie Bennett, f/k/a Bonnie Grusk, as Tenants in Common, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation, and ILLINOIS POWER COMPANY d/b/a AmerenIP, an Illinois corporation, its successors, assigns, agents, lessees, tenants, contractors, sub-contractors, and licensees, hereinafter referred to as Grantee, WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and the additional consideration of the sum of _____ and no/100th Dollars (\$ _____) to be paid to Grantor by Grantee within sixty (60) days from the date hereof or the release of this easement from any liens or encumbrances of record, whichever date is later, Grantor does grant, bargain, sell, convey, and confirm unto Grantee the perpetual right and easement in, on, upon, along, over, through, across, and under the following described lands situated in LaSalle County, Illinois, more particularly described as follows, and also depicted on Exhibit "A" attached hereto and made a part hereof.

A part of the Northwest Quarter of, Section Four (4), Township Thirty-three (33) North, Range Two (2) East of the Third Principal Meridian, LaSalle County, Illinois, more particularly described as follows: A Sixty-five (65) feet wide strip of land (containing 1.71 acres, more or less) located along, adjacent and parallel to the Northwesterly line of the above described parcel of land; said Northwesterly line described as being the Southerly right of way line of the public roadway, commonly known as Interstate 80 and the entrance ramp onto Interstate 80, from the public roadway commonly known as Illinois State Highway 43 (E. 8th Rd), that extend along the said Northwesterly line of said parcel of land.

Tax ID # 19-04-101-000 (17-04-100-001)

Together with the perpetual right, permission, privilege, and authority in Grantee to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, inspect, patrol, add to the number of and relocate at will, at any time, and from time to time, in, on, upon, along, over, through, across, and under the herein described easement a line or lines of poles, conduits and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other appurtenances, for the

purpose of transmitting electric energy or other power, and for telecommunications; to trim, cut, clear or remove, at any time, and from time to time, by any means whatsoever, from said easement, or the premises of the Grantor adjoining the same on either side, trees, brush, and any and all obstructions of whatsoever kind or character which, in the judgment of Grantee, may endanger the safety of, or interfere with, the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspecting, patrolling, addition to and relocation of, Grantee's facilities; and the right of ingress and egress to, from, and over the herein described easement and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein granted; also the privilege of removing at Grantee's option at any time, any or all of Grantee's improvements erected in, on, upon, over, and under the herein described easement.

The Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, addition to and relocation of, Grantee's facilities.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this easement, Grantor is the owner of the above described land and has full right and authority validly to grant this easement, and that Grantee may quietly enjoy the premises.

The Grantee agrees to place said poles not more than Fifteen (15) feet Southerly of the Northerly line of said parcel of land.

Grantee shall be responsible for actual damages occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's facilities and shall reimburse the owner hereof for such loss or damages.

TO HAVE AND TO HOLD the easement aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, agents, lessees, tenants, contractors, subcontractors, and licensees, forever.

The easement conveyance made hereby shall run with the land, and this agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, executors, administrators, successors and assigns of the parties hereto.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has executed this Transmission Easement the day and year first above written.

(Signature)

(Signature)

Name: _____
(Print Name)

Name: _____
(Print Name)

ACCEPTANCE

Illinois Power Company, d/b/a AmerenIP, hereby accepts the foregoing Transmission Easement and agrees to the terms thereof.

ILLINOIS POWER COMPANY, d/b/a
AmerenIP

By: _____

Title

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person(s) whose names are (name is) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they (he/she) signed, sealed and delivered the said instrument as their (his, her) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this _____ day of _____, A.D., 20____.

Notary Public

COPY

OPTION FOR EASEMENT

THIS INDENTURE WITNESSETH, That Dee J. Bennett and Bonnie Bennett, f/w/a Bonnie Grusk, as Tenants in Common, (Grantor(s)), for and in consideration of the sum of Two Thousand Five Hundred Sixty-five and No/100 Dollars (\$ 2,565.00) ("Option Amount") in hand paid by Illinois Power Company, d/b/a AmerenIP ("Grantee") and for other good and valuable consideration, the receipt of which is hereby acknowledged, do _____ hereby give and grant to Illinois Power Company, d/b/a AmerenIP its successors and assigns, the exclusive option, right and privilege to purchase for a period of one year from the date hereof an easement for electrical and communication transmission lines in, over, under, upon or across the described real estate, situated in the County of LaSalle and State of Illinois, to wit:

A part of the Northwest Quarter of, Section Four (4), Township Thirty-three (33) North, Range Two (2) East of the Third Principal Meridian, LaSalle County, Illinois, more particularly described as follows: A Sixty-five (65) feet wide strip of land (containing 1.7) acres, more or less) located along, adjacent and parallel to the Northwesterly line of the above described parcel of land; said Northwesterly line described as being the Southerly right of way line of the public roadway, commonly known as Interstate 80 and the entrance ramp onto Interstate 80, from the public roadway commonly known as Illinois State Highway 43 (E. 8th Rd), that extend along the said Northwesterly line of said parcel of land.

Tax ID # 19-04-101-000 (17-04-100-001)

at and for the price of Twenty-five Thousand Six Hundred Fifty and No/100 Dollars (\$ 25,650.00), and as depicted on the attached drawing marked Exhibit "A" attached hereto and made a part hereof, and as may, at Grantee's discretion, be more particularly described by a survey to be performed by Grantee.

Grantee, upon the additional payment to Grantor of \$2,565.00 (extension amount), per extension period shall have the right to extend this option for two additional periods of one year each. This option and any extension hereof shall constitute a contract between the parties herein specified if exercised in writing on or before 30 days before the expiration date hereof, or the expiration date of any extension hereof, and shall be null and void unless exercised in writing within the time above specified.

If this option is not exercised by Grantee in accordance with the following notice provisions and within the time above specified, then any monies paid by Grantee to Grantor in consideration for this option shall be retained by and become the property of the Grantor.

Notice for all purposes set forth herein shall be by mailing by United States Certified Mail, postage pre-paid, to the addresses noted below and the same shall be deemed to have been delivered on the day it is postmarked.

Notice to Grantee:
Illinois Power Company d/b/a AmerenIP
Real Estate Dept.
300 Liberty St.
Peoria, IL 61602

Notice to Grantor:
Dee Bennet & Bonnie Grusk
239 Oakwood Lane
Marsailles, Illinois 61341

It is understood and agreed that upon full payment of the consideration, the Grantor(s) will execute Grantees' form of easement (a sample copy of which is marked Exhibit "B" and is attached hereto and made a part hereof).

It is also understood that the option amount of \$2,565.00 and any extension amount, if paid, shall constitute a part of the consideration for said easement if the rights herein granted are exercised by the Grantee. It is further understood that this instrument shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto and may be assigned by Grantee without further consent of Grantor.

During the term of this Option, Grantee through its representatives, shall be entitled to enter upon the Property for the purposes of investigation, inspection, measuring, surveying, staking, testing, and taking of soil and/or ground water samples. Grantor(s) agree(s) to cooperate with, and give any consent reasonably requested by any of Grantee's representatives in connection with any such investigation and testing conducted by Grantee. Grantee shall compensate Grantor for damages to crops, fences, and other improvements directly caused by Grantee's aforesaid actions.

Upon exercising this option, the Grantee agrees to purchase said easement within 120 days from the date this option or any extension thereof is exercised.

If Grantee does not purchase said easement within 120 days after exercising this option or any extension thereof, then any and all monies paid by Grantee to Grantor shall be retained by and become the property of the Grantor.

IN WITNESS WHEREOF, Grantor(s) have hereunto set _____ hand ____ and seal ___ this _____ day of _____, A.D. 2006.

Dec J. Bennett

Bonnie Bennett, D/k/a Bonnie Grusk

Witness

Grantor(s)

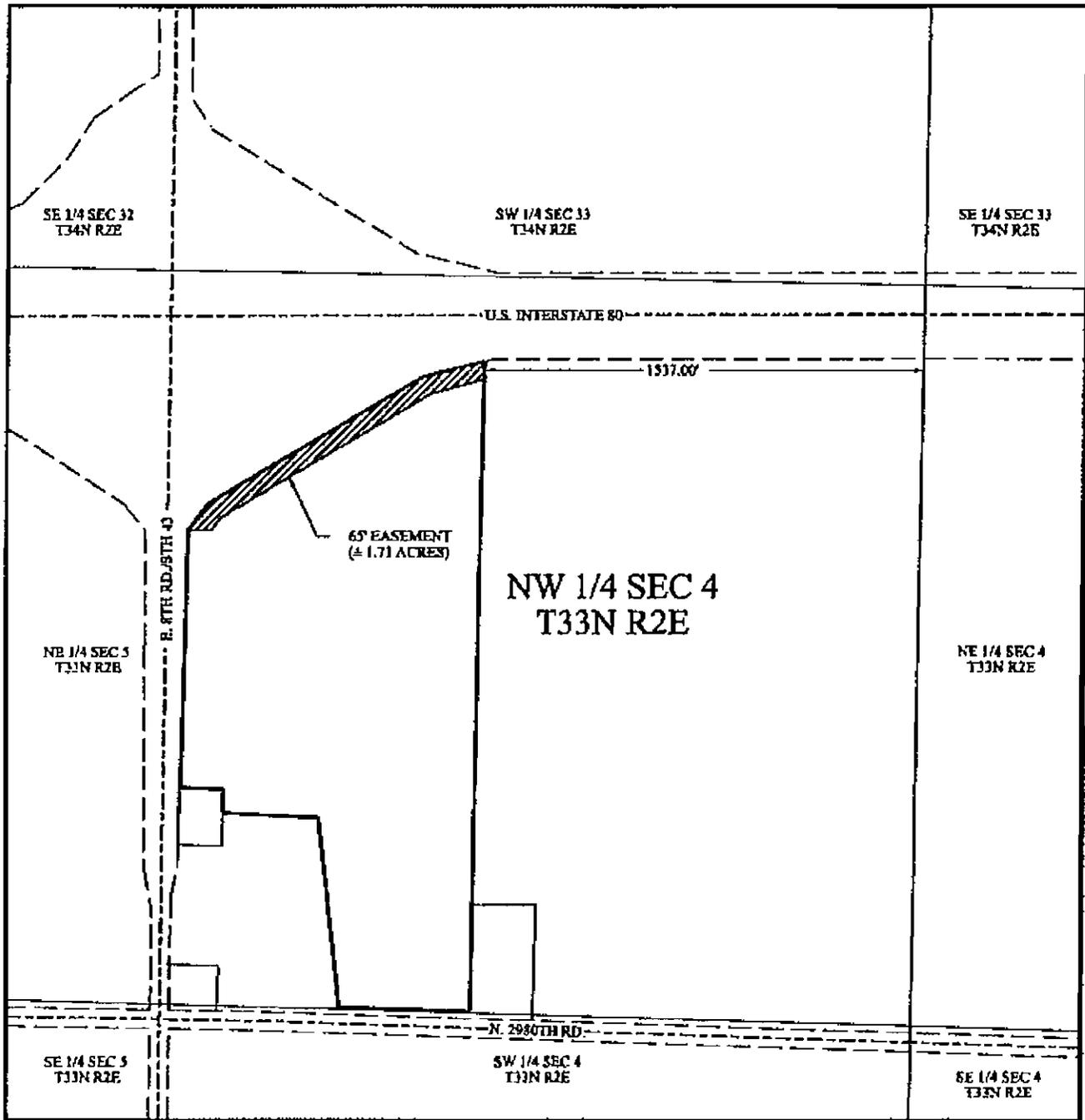


EXHIBIT A

WTG File Numbers: AMN2006LS-998

OWNER: DEE J. BENNETT AND BONNIE GRUSK
 TAX ID: 19-04-101-0000 (17-04-100-001)



TOWNSHIP/RANGE: T33N R2E
 SECTION: NW 1/4 SEC 4



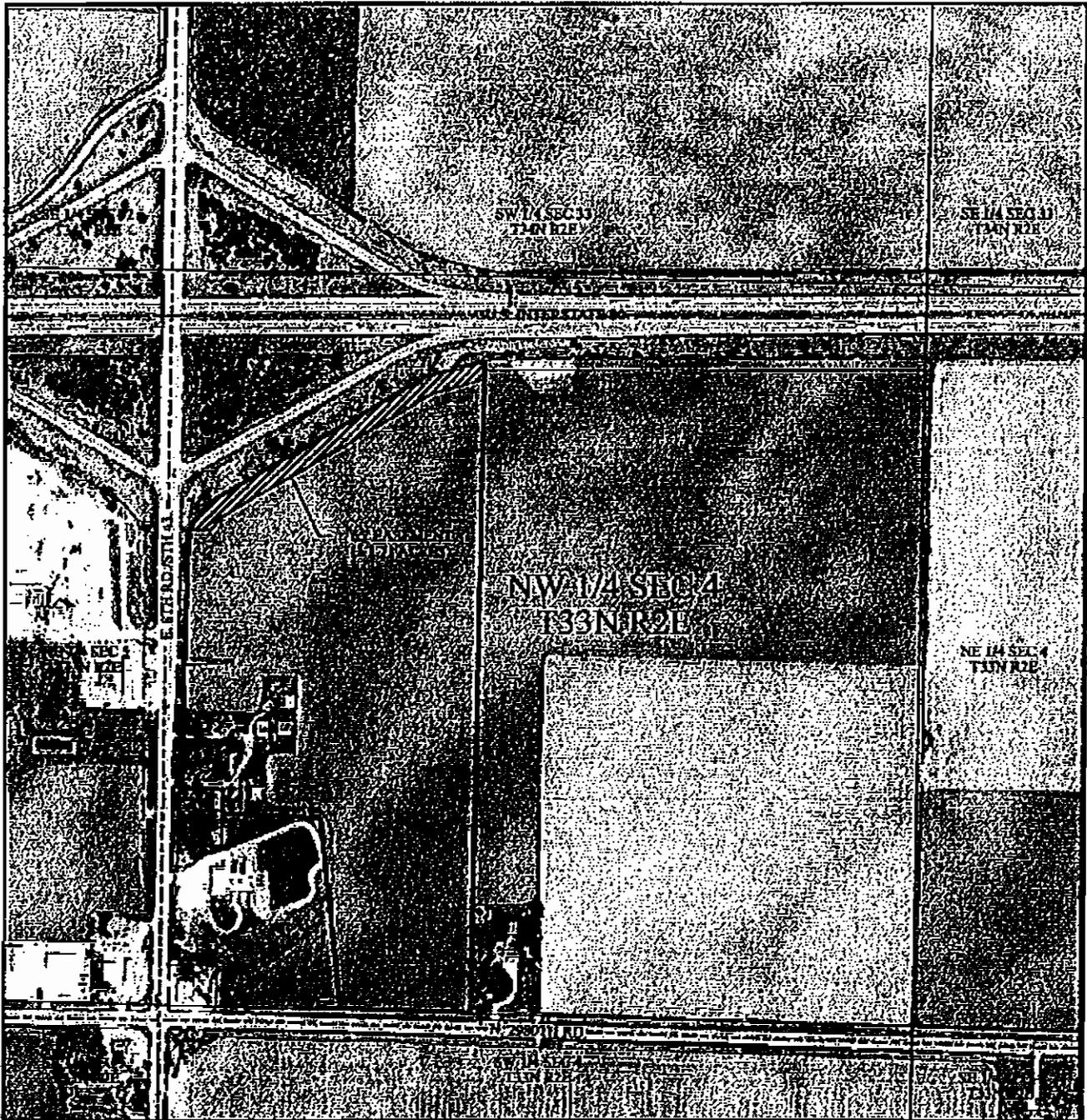


EXHIBIT A

WTG File Numbers: AMN2006LS-998

OWNER: DEE J. BENNETT AND BONNIE GRUSK
 TAX ID: 19-04-101-0000 (17-04-100-001)



TOWNSHIP/RANGE: T33N R2E
 SECTION: NW 1/4 SEC 4



This area to be used for recording information only.

TRANSMISSION EASEMENT

THIS INDENTURE, Made this _____ day of _____, 2006, by and between Dee J. Bennett and Bonnie Bennett, f/k/a Bonnie Grusk, as Tenants in Common, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation, and ILLINOIS POWER COMPANY d/b/a AmerenIP, an Illinois corporation, its successors, assigns, agents, lessees, tenants, contractors, sub-contractors, and licensees, hereinafter referred to as Grantee, **WITNESSETH:**

For and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and the additional consideration of the sum of _____ and no/100th Dollars (\$ _____) to be paid to Grantor by Grantee within sixty (60) days from the date hereof or the release of this easement from any liens or encumbrances of record, whichever date is later, Grantor does grant, bargain, sell, convey, and confirm unto Grantee the perpetual right and easement in, on, upon, along, over, through, across, and under the following described lands situated in LaSalle County, Illinois, more particularly described as follows, and also depicted on Exhibit "A" attached hereto and made a part hereof.

A part of the Northwest Quarter of, Section Four (4), Township Thirty-three (33) North, Range Two (2) East of the Third Principal Meridian, LaSalle County, Illinois, more particularly described as follows: A Sixty-five (65) feet wide strip of land (containing 1.71 acres, more or less) located along, adjacent and parallel to the Northwesterly line of the above described parcel of land; said Northwesterly line described as being the Southerly right of way line of the public roadway, commonly known as Interstate 80 and the entrance ramp onto Interstate 80, from the public roadway commonly known as Illinois State Highway 43 (E. 8th Rd), that extend along the said Northwesterly line of said parcel of land.

Tax ID # 19-04-101-000 (17-04-100-001)

Together with the perpetual right, permission, privilege, and authority in Grantee to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, inspect, patrol, add to the number of and relocate at will, at any time, and from time to time, in, on, upon, along, over, through, across, and under the herein described easement a line or lines of poles, conduits and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other appurtenances, for the

purpose of transmitting electric energy or other power, and for telecommunications; to trim, cut, clear or remove, at any time, and from time to time, by any means whatsoever, from said easement, or the premises of the Grantor adjoining the same on either side, trees, brush, and any and all obstructions of whatsoever kind or character which, in the judgment of Grantee, may endanger the safety of, or interfere with, the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspecting, patrolling, addition to and relocation of, Grantee's facilities; and the right of ingress and egress to, from, and over the herein described easement and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein granted; also the privilege of removing at Grantee's option at any time, any or all of Grantee's improvements erected in, on, upon, over, and under the herein described easement.

The Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, addition to and relocation of, Grantee's facilities.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this easement, Grantor is the owner of the above described land and has full right and authority validly to grant this easement, and that Grantee may quietly enjoy the premises.

The Grantee agrees to place said poles not more than Fifteen (15) feet Southerly of the Northerly line of said parcel of land.

Grantee shall be responsible for actual damages occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's facilities and shall reimburse the owner hereof for such loss or damages.

TO HAVE AND TO HOLD the easement aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, agents, lessees, tenants, contractors, subcontractors, and licensees, forever.

The easement conveyance made hereby shall run with the land, and this agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, executors, administrators, successors and assigns of the parties hereto.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has executed this Transmission Easement the day and year first above written.

(Signature)

(Signature)

Name: _____
(Print Name)

Name: _____
(Print Name)

**MEMORANDUM OF
OPTION TO PURCHASE
TRANSMISSION EASEMENT**

This memorandum is record notice of an Option to Purchase a Transmission Easement located upon that real property situated in _____ County, Illinois and described on Exhibit A-1 attached hereto, and by this reference made a part hereof.

Grantor (Seller):

Grantee (Buyer): Illinois Power Company, d/b/a AmerenIP

Term of Option: _____, 2006, to _____, 2007, subject to two (2) successive one (1) year extensions.

GRANTEE (BUYER):
ILLINOIS POWER COMPANY, d/b/a AmerenIP

GRANTOR (SELLER):

By: _____

For additional information, contact:

Roger D. Nelson, Real Estate Supervisor
Ameren Services
300 Liberty Street
Peoria, IL 61602
Agent for Illinois Power Company, d/b/a AmerenIP

Prepared by Roger D. Nelson, Real Estate Supervisor
and Ameren Services, Agent for Buyer
Return to: 300 Liberty Street
Peoria, IL 61602

**Ameren-IP
Tenant's Information**

**Property Description: Pt. NW ¼, NW ¼ Sec. 4, T-33N, R-2E, 3 PM, LaSalle County,
Illinois TAX ID#: 19-04-101-000**

Tenant's Name: _____

Tenant's Address: _____

Tenant's Telephone: (_____) _____ - _____

Grantor's Name: Dee Bennett & Bonnie Bennett, f/k/a/ Bonnie Grusk

**PLEASE INCLUDE THIS INFORMATION IN THE ENCLOSED ENVELOPE
WHEN RETURNING SIGNED DOCUMENTS.**

Line: _____

Parcel No.: _____

TENANT'S CONSENT

For and in consideration of the sum of _____ Dollars (\$ _____) to the undersigned cash in hand paid by Illinois Power Company, d/b/a AmerenIP, the receipt of which is hereby acknowledged, the undersigned as tenant(s) on the following described property situated in _____, County of _____, State of _____, now owned by _____, described as follows:

Being all or a part of the same land as described in Transmission Easement dated _____, executed by _____

do(es) hereby consent to the exercise by Illinois Power Company, d/b/a AmerenIP, its successors and assigns, of all rights now or hereafter acquired by it in and to the above described lands, with the understanding that the damages, if any, accruing from the exercise of the rights so acquired, to any crops or any other property of the undersigned shall be paid direct to the undersigned.

Tenant's interest in crops: _____

DATED this _____ day of _____, 2006.

TENANT(S)

Witness

Name: _____

Address: _____

Phone: _____



Request For Accounts Payable Set-Up Information and Taxpayer Identification Number (Non-Purchasing Suppliers)

-Modified W-9-

Please complete and mail to: Ameren Services, Accounts Payable r/c 230, PO Box 66892, St. Louis, MO 63166-6892 or fax it to: 314-554-3443

Requested By (select one):

- Real Estate, Customer Accounts, PR Contributions, Other:

STEP 1. Set-Up Information

Name:

Address: City: State: ZIP:

Primary Contact:

Name: Phone: Email:

Primary Product or Service provided to Ameren or reason for payment:

STEP 2. Taxpayer Classification and Identification Number

U.S. Resident - Individual / Sole Proprietor (Form 1099 reportable) Name: If you are a sole proprietor, name of the owner of the business: Social Security Number or Employer Identification Number

U.S. Partnership, Limited Liability Company ("LLC"), or Trust (Form 1099 reportable) Name (as shown on your tax return): Employer Identification Number

U.S. Corporation (exempt from Form 1099 reporting except for medical or legal services) (If an LLC electing corporate status for U.S. tax purposes, please attach a copy of your U.S. tax election on IRS Form 8832, Entity Classification Election) Name (as shown on your tax return): Employer Identification Number

U.S. Tax-Exempt Organization or Federal, State, or Local Government Agency (exempt from Form 1099 reporting) Name (as shown on your tax forms): Employer Identification Number

STEP 3. Certification/Signature

Under penalties of perjury my signature certifies that: 1. The number shown on this form is my correct taxpayer identification number... 2. I am not subject to backup withholding because... 3. I am a U.S. person... Certification Instructions: You must cross out item 2 above if you have been notified by IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature: Phone: ()

Print Name: Title: Date:

Email:

* Signature not required if information obtained by other means and is documented in another Ameren system (please select the appropriate system below and provide your Ameren ID here:):

- Real Estate Agreement, CSS or other contract, PR Contributions, Other:

Ameren Use Only Verification: Supplier Type: TIN Matching, Address/Phone Number, Supplier No.: Other: Entered by: Date:

Instructions for U.S. Tax Persons

Form W-9 (2010) - Bennett

As a business, federal income tax law requires us to report certain payments we make to you if you are not exempted from this reporting responsibility. In order for us to properly meet the federal tax law requirements, we need certain information from you. Please complete the information requested above and return this form to the address shown above. If you do not provide us with your correct taxpayer identification number, you may be subject to a \$50 penalty imposed by the Internal Revenue Service. In addition, you may be subject to 28% backup withholding on reportable payments we make to you. If you have any questions, please call us at 314-554-4468.

Are you a U.S. person? The IRS defines a U.S. person as:

- a U.S. citizen;
 - an entity (company, corporation, trust, partnership, estate, etc.) created or organized in, or under the laws of, the United States; a state; or the District of Columbia
 - a U.S. resident (someone who has a "green card" or has passed the IRS "substantial-presence test." For an explanation of the substantial-presence test, please see IRS Pub. 515 or 519, available at www.irs.gov)
- If your answer is YES, please complete the form. See page 2 for additional information. If your answer is NO, please do not complete this form and contact us at 314-554-4468.

Instructions for Non-U.S. Persons

If you are a non-U.S. resident or a corporation, partnership or other entity formed outside the U.S. and you are receiving payments as beneficial owner, IRS procedures require you to submit one of the following forms for use in determining the correct course of tax withholding on and information reporting of payments made to you.

These forms are available at www.irs.gov.

- IRS Form 8233, *Exemption From Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual* OR
- IRS Form W-8 ECI, *Certificate of Foreign Person's Claim for Exemption from Withholding on Income Effectively Connected with the Conduct of a Trade or Business in the United States*, OR
- IRS Form W-8 BEN, *Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding*.

If you are not a beneficial owner, but instead acting in an agency capacity for a beneficial owner, you may be required to submit:

- IRS Form W-8 EMI, *Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding*.

If you need assistance in completing one of the above forms, please consult your U.S. tax advisor for the appropriate help in determining which of these forms should be submitted and in correct completion of the form. We require your provision of this information to assist us for tax purposes in correctly withholding and reporting payments we make to you for your services.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered on the form.

Sole proprietor. Enter your individual name as shown on your income tax return. You may also enter your business, trade, or "doing business as (DBA)" name.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name and the LLC's name on the form.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below. If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner, enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 3 of the instructions for the IRS Form W-9, available at www.irs.gov, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics.

You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, non-employee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required, or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1993 only).

Certain payees and payments are exempt from backup withholding. See the instructions for the IRS Form W-9, available at www.irs.gov, under "Exempt from Backup Withholding" for more information.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal non-tax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Payees must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

PAYMENT AUTHORIZATION

**Illinois Power Company d/b/a AmerenIP
607 East Adams Street
Springfield, Illinois**

Gentlemen:

**The undersigned hereby authorized and direct you to pay
_____ any and all monies which may be due us in
connection with a grant of right of way made to your Company dated the ___ day of
_____ 2006, which has been executed by us.**

_____(Seal) _____(Seal)
Name Name

_____(Seal) _____(Seal)
Name Name

_____(Seal) _____(Seal)
Name Name



INTERNET SITES WITH INFORMATION ON ELECTRIC AND MAGNETIC FIELDS

Ameren attempts to provide the most current, non-utility industry information on electric and magnetic fields available. However, numerous independent national and international organizations that have convened groups of scientists to review EMF research also provide accurate, up-to-date information on various Web sites.

Here are two such Web sites:

The National Institute for Occupational Safety and Health has published a booklet called "EMF: Electric and Magnetic Fields Associated With the Use of Electric Power," which explains the basic principles of electric and magnetic fields, provides an overview of the results of major research studies, and summarizes conclusions of the expert review panels to help you reach your own conclusions about EMF-related health concerns. You can view that booklet at <http://www.niosh.nih.gov/emf/rapid/booklet/home.htm>.

The World Health Organization provides information about EMF at <http://www.who.int/psh-ehp/about/WhatIsEMF/en/>.

The Web site also includes links to EMF research, an EMF international project and EMF standards, and well as links to fact sheets, publications and information resources.

NOTE: This list of Web sites serves as an update to those Ameren provided previously.

USEFUL ADDRESSES/PHONE NUMBERS

Ameren's Environmental Hotline: 314-554-2402

Federal Food and Drug Administration
St. Louis Consumer Affairs Office 314-645-1167

U.S. Department of Energy
Office of Utility Technology
Office of Energy Management
EE 14
Washington, D.C. 20585 202-585-5000

Human Health Assessment Group
U.S. Environmental Protection Agency
401 M. Street, SW, RD 689
Washington, D.C. 20160 202-260-2090

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0404201-1M

Answering Your Questions About Electromagnetic Fields



For three decades, researchers have studied electric and magnetic fields (Electromagnetic Fields - EMF) — those fields generated by everything electrical from power lines and house wiring to personal computers and household appliances. Media attention dates back nearly as long.

Because we, at Ameren, care about the safety of our facilities and the safety of our customers, we have supported research to determine the impact of EMF on human health. We have offered this support even though more than 30 years of research has never found a cause-and-effect relationship between exposure to these fields and any illness or disease.

We also, where feasible . . .

- Voluntarily attempt to design new facilities in a manner that minimizes EMF exposure.
- Honor requests from homeowners who wish to have magnetic fields measured. In any real estate transaction, we must have the homeowner's consent to measure fields on a given property. NOTE: Ameren companies are not in the home inspection business and follow no technical protocol in making these measurements.

We appreciate your interest in this topic and hope you find this brochure useful. If you need more information on EMF or Ameren services, please call our environmental hotline — 314-554-2402.

What is EMF?

Electromagnetic fields are generated by anything that uses or conducts electricity — not just power lines.

EMF consists of these two components:

- Electric fields are created by the voltage of electricity in a wire (likened to water "pressure" in a hose) — the higher that voltage, the stronger the electric field. Electric fields are produced regardless of whether current is flowing.
- Magnetic fields exist only when current is flowing (likened to water moving through a hose)—the more current, the stronger the magnetic field.

EMF field measurements, taken in homes and businesses, show that most people receive far more exposure from their own refrigerators, television sets, computers and other electrical devices than from power lines.

Studies of electric fields have found no evidence of biological changes that could lead to health effects. Since 1979, EMF research has focused on magnetic fields.

How are magnetic fields measured?

You can measure the intensity of magnetic fields with an instrument called a gaussmeter — field intensity is typically recorded in milligauss. Electromagnetic fields decline substantially with distance. Lines that are many feet away from a person offer less exposure than appliances that are much closer.

NOTE: Measurements are merely a snapshot of values at a given time and date and are valid only for that moment. Values can change dramatically depending upon the amount of electricity flowing through power lines and appliances at any given time.

Are magnetic fields harmful?

How would you rank the risk EMF poses?

There is no level of power frequency magnetic energy that is known to be unsafe. The most comprehensive study to date, done

by the National Institutes of Health and completed in 1997, failed to substantiate any link between EMF and cancer. There are no Environmental Protection Agency or state standards. In fact, EPA has reported that "there is no established cause-and-effect relationship between EMF exposure and cancer or any other disease." The American Physical Society has stated that "the preponderance of the epidemiological and biophysical/biological research findings have failed to substantiate those studies that have reported specific adverse health effects from exposure to magnetic fields.

Scientists have found that fields can produce a variety of biological effects. They can change the levels of specific chemicals the body makes and functioning of individual nerve cells and the nervous system. However, biological effects are not the same as adverse health effects, and in the context of the possible risks we face, scientists tell us EMF exposure — if it poses any risk at all — is well down the list.

Some epidemiological studies cite an association between magnetic fields and some types of cancer. What is an association?

An "association" in epidemiology (statistical analysis of disease occurrence in a population) does not mean that some factor "causes" or even "contributes to" a specific result, but, rather the result tends to occur in the presence of, or in conjunction with, some factor. For example, an "association" exists between the number of television antennas in a region and death rates from heart attacks. This does not mean that televisions "cause" heart attacks, but it may mean that people watching television are more sedentary, increasing their coronary risk.

Establishing an actual cause-and-effect relationship is a difficult scientific challenge requiring consistent findings in various research areas. A cause-and-effect relationship has never been established between power frequency electromagnetic fields and any form of cancer.

What are typical magnetic field ranges?

Typical ranges are .5 to 4 milligauss for a home's background level. Actual levels measured by Ameren engineers in urban homes range from .0 to 60 milligauss (see attached table of typical field levels).

How far do I have to be from utility company facilities to be safe?

No one can tell you whether any distance is safe or unsafe. However, the magnetic fields typically drop to background levels within a few hundred feet — and often sooner from some of our lines. The magnetic fields next to any power line depend upon the amount of electricity it carries and its design. The same is true of substations. For information about a specific utility facility, call our hotline at 314-554-2402.

Why doesn't the utility company bury lines if fields drop off rapidly?

Burying lines does not eliminate exposure. While electric fields are easily shielded, magnetic fields are not. At street level, magnetic field strength from underground power lines depends on the number of cables, the amount of current flowing through the lines and the distance you are from them. In addition, burying lines is expensive and can affect reliability.

What will the proximity to power lines and EMF do to property values?

No study has been conducted in areas we serve. A 1995 study by the Bonneville Power Administration showed that homes near transmission lines were worth about one percent more or less than comparable homes located away from lines. There are people who won't live near lines; others like them because of the additional land available to the homeowner because of easements.

TYPICAL MAGNETIC FIELD LEVELS* — Household Sources (in milligauss, mG)

Distance from Source	6 in.	1 ft.	2 ft.	4 ft.	Distance from Source	6 in.	1 ft.	2 ft.	4 ft.
Blenders					Electric Ovens				
** Lowest	30	5	—	—	Lowest	4	1	—	—
Median	70	10	2	—	Median	9	4	—	—
Highest	100	20	3	—	Highest	20	5	1	—
Can Openers					Electric Ranges				
Lowest	600	40	9	—	Lowest	20	—	—	—
Median	600	150	20	2	Median	30	8	2	—
Highest	1,500	300	30	4	Highest	200	30	9	6
Dishwashers					Refrigerators				
Lowest	10	6	2	—	Lowest	—	—	—	—
Median	20	10	4	—	Median	2	2	1	—
Highest	100	30	7	1	Highest	40	20	10	10
Microwave Ovens					Electric Shavers				
Lowest	100	1	1	—	Lowest	4	—	—	—
Median	200	40	10	2	Median	100	20	—	—
Highest	300	200	30	20	Highest	600	100	10	1

Magnetic field measurements (in units of milligauss (mG))
 The dash (—) in the above table means that the magnetic field measurement at this distance from the operating appliance could not be distinguished from the background measurements taken before the appliance had been turned on.

* From *EMF in Your Environment: Magnetic Field Measurements of Everyday Electrical Devices*, U.S. Environmental Protection Agency (MS-8-83-003) Dec. 1992
 ** Refers to the lowest, median and highest readings of all appliances measured in each category.

TYPICAL AMEREN TRANSMISSION LINE FIELDS (in milligauss, mG)*

Type of Transmission Line	Maximum on Right-of-Way	Edge of Right-of-Way	Distance from the Center of the Right-of-Way			
			100 ft.	200 ft.	300 ft.	400 ft.
138 Kilovolts (kV)						
Single** power line on two wooden poles	35-170	10-65	3-20	0-6	0-3	0-2
Two power lines on steel towers or steel poles	40-80	20-40	4-20	0-5	0-3	0-2
345 Kilovolts (kV)						
Single** power line on two wooden poles	20-170	6-45	3-30	0-8	0-4	0-2
Two power lines on steel towers or steel poles	40-100	10-70	10-35	2-9	0-6	0-3
Combination 345kV and 138kV	110-125	15-60	110-125	5-20	0-7	0-4

* Sections of the table may not be added or subtracted to put together new combinations because the field from each wire affects the fields from other wires and doesn't just add to them.
 ** A single transmission line consists of three large wires and one or two small wires to protect the line from lightning damage.



Facts about the La Salle-Fox River (Wedron)-Ottawa Transmission Line Project

Project Overview

- La Salle County is experiencing significant growth, especially near Ottawa and in the corridor running from Ottawa west to La Salle. Much of this growth is being fueled by the outward expansion of the Chicago metropolitan area. The prospect for continued growth requires AmerenIP to strengthen its energy delivery system in this area.
- Ameren will build two new 138,000-volt transmission lines as follows:
 - The La Salle to the Fox River Substation at Wedron segment is about 23 miles in length.
 - The Ottawa to the Fox River Substation segment is about 9 miles in length.
- Ameren will upgrade the North La Salle and Ottawa Substations.
- A new substation, known as Fox River, will be constructed at Wedron.
- In total, Ameren must acquire right-of-way for approximately 32 miles of transmission line.
- Location of the transmission lines will provide Ameren crews with adequate access to the transmission structures for future maintenance and repair work. This will help Ameren continue to provide this area with safe, reliable electricity service.
- The line will be built with poles typically ranging from 70 to 95 feet in height. The line will use single-shaft steel poles, which will minimize the impact on agricultural production. Steel lattice-type towers may be used for the crossing of the Fox River.
- Ameren will build the transmission line to specifications and standards that follow all regulatory and safety requirements.

Project Schedule

- Following regulatory approval, the construction is expected to take two years with completion anticipated in 2008.

Cost

- The total project cost is estimated at \$28 million for the new transmission line, new substation and substation upgrades

Landowner Notification

- Landowners along the proposed routes are being contacted by Ameren representatives to discuss the placement of transmission line structures on the landowner's property.

Corporate Facts

NYSE ticker symbol: AEE

ADDRESS One Ameren Plaza
1001 Chouteau Avenue
St. Louis, MO 63103

WEB ADDRESS: www.ameren.com

Ameren Corporation is the parent of AmerenCILCO, based in Peoria, Ill.; AmerenCIPS, based in Springfield, Ill.; AmerenIP, based in Decatur, Ill.; and AmerenUE, based in St. Louis, Mo. Ameren was created by the December 1997 merger of CIPSCO Incorporated and Union Electric Company. In 2003, Ameren grew with the acquisition of CILCORP Inc., parent of Central Illinois Light Company, now operating as AmerenCILCO, and in 2004, Ameren acquired Illinois Power Company — now operating as AmerenIP — from Dynegy Inc. Ameren employees, totaling approximately 9,900, provide energy services to approximately 2.8 million electric customers and more than 900,000 natural gas customers across nearly 64,000 square miles in Illinois and Missouri.

Among the nation's top utility companies in size and sales, Ameren includes among its subsidiaries, in addition to AmerenCILCO, AmerenCIPS, AmerenIP and AmerenUE, the following entities:

- AmerenEnergy, which is a power marketing and risk management agent for affiliated companies;
- AmerenEnergy Resources, the holding company for non rate-regulated generation, development, marketing and fuels services companies — AmerenEnergy Generating, AmerenEnergy Development, AmerenEnergy Medina Valley Cogen, LLC, AmerenEnergy Marketing, and AmerenEnergy Fuels & Services;
- Ameren Services, which provides support services to the corporation and its subsidiaries;
- CIPSCO Investment Company, which manages non-utility investments, including leveraged leases, marketable securities and energy projects;

- The subsidiaries of CILCORP, including CILCORP Investment Management (CIM), which invests in leveraged leases and affordable housing.

ELECTRIC OPERATIONS

AmerenCILCO provides electricity to approximately 205,000 customers in 10 counties, serving towns in east and central Illinois. Founded in 1913 through a series of mergers involving seven existing gas and electric companies, AmerenCILCO provides gas, electric and steam energy to Peoria and 26 surrounding communities.

AmerenCIPS provides electric and natural gas services in 70 counties throughout a 20,000-square-mile area. Founded in 1902, AmerenCIPS today serves nearly 370,000 retail electricity customers in 576 communities with a service territory that includes more than 7 percent of the state's population and 35 percent of its surface area — including Quincy and East St. Louis to the west and Mattoon and Marion to the east and south.

Founded in 1923, AmerenIP provides services to about 600,000 electric customers — an aggregate population of 1.4 million — in 313 incorporated municipalities across 15,000 square miles of northern, central and southern Illinois. AmerenIP provides service to nine cities with populations greater than 30,000, including Danville, Decatur, Belleville, Bloomington-Normal, Champaign-Urbana, Galesburg and Granite City.

Ameren's acquisition of IP included a firm capacity power supply contract for AmerenIP's annual purchase of 2,800 megawatts from a subsidiary of Dynegy. This contract is expected to supply about 70% of AmerenIP's electric customer requirements for 2005 and 2006.

Founded in 1902, AmerenUE — Missouri's largest electric utility — provides energy services to approximately 1.1 million customers across the eastern half of Missouri, including the greater St. Louis area. AmerenUE serves 65 Missouri counties and 500 towns. More than half (65 percent) of AmerenUE's electric customers are located in the St. Louis metropolitan area.

ELECTRIC GENERATION

Ameren companies' net generating capacity is more than 16,200 megawatts (MW), including Ameren's 80 percent share of the Electric Energy, Inc., Joppla, Ill., coal-fired plant.

REGULATED GENERATION

AmerenUE Facilities: Coal-Fired Plants

- Labadie Plant
Franklin County, Mo.
Size: 2,415 MW, Began Operation: 1970
- Meramec Plant
St. Louis County, Mo.
Size: 853 MW, Began Operation: 1953
- Rush Island Plant
Jefferson County, Mo.
Size: 1,208 MW, Began Operation: 1976
- Sioux Plant
St. Charles County, Mo.
Size: 994 MW, Began Operation: 1967

Combustion Turbines (CTG) (all oil- and/or natural gas-fired)

- Kinnandy Power Plant (CTG)
Marion County, Ill.
Size: 232 MW, Began Operation: 2001
 - Pezo Creek Power Plant
Bowling Green, Mo.
Size: 188 MW, Began Operation: 2002
 - Pinckneyville Power Plant (CTG)
Perry County, Ill.
Size: 320 MW, Began Operation: 2000
 - Venice Power Station
Venice, Ill.
Size: 405 MW, Began Operation: 2005
- Ten other CTG units totaling around 698 megawatts.

Hydro Plants

- Keokuk Plant
Keokuk, Iowa
Size: 134 MW, Began Operation: 1913
- Osage Plant
Lakeside, Mo.
Size: 226 MW, Began Operation: 1931
- Taum Sauk Plant
(pumped storage)
Reynolds County, Mo.
Size: 410 MW, Began Operation: 1963

AmerenIP Cross Ex 1 - Bennett

Nuclear Plant

- Callaway Nuclear Plant
Callaway County, Mo.
Size: 1,147 MW, Began Operation: 1984

AmerenCILCO Facilities:**Gas-Fired Plants**

- Indian Trails
Pekón, Ill.
Size: 10 MW

Oil-Fired Diesel Modules

Size: 26 MW

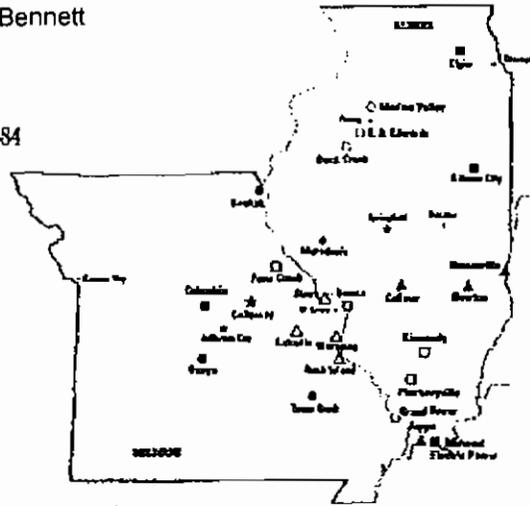
NON RATE-REGULATED GENERATION**AmerenEnergy Generating Company Facilities:**

On May 1, 2000, AmerenCIPS electric generating facilities were divested to a newly created non rate-regulated company — AmerenEnergy Generating Company. The subsidiary's power is marketed by a non rate-regulated affiliate, AmerenEnergy Marketing Company. AmerenCIPS has in place with AmerenEnergy Marketing Company a power purchase agreement that provides AmerenCIPS the energy and capacity needed to serve its native load customers.

- Coffee Power Plant
Montgomery County, Ill.
Size: 900 MW, Began Operation: 1965
- Columbia Energy Center (CTG)
Boone County, Mo.
Size: 140 MW, Began Operation: 2001
- Elgin Energy Center (CTG)
Cook County, Ill.
Size: 452 MW, Began Operation: 2002
- Gibson City Power Plant (CTG)
Ford County, Ill.
Size: 234 MW, Began Operation: 2000
- Grand Tower Power Plant
Jackson County, Ill.
Size: 516 MW, Began Operation: 1951
Repowered in 2001
- Hutsonville Power Plant
Crawford County, Ill.
Size: 153 MW, Began Operation: 1953
- Meredosia Power Plant
Morgan County, Ill.
Size: 327 MW, Began Operation: 1948
- Newton Power Plant
Jasper County, Ill.
Size: 1,126 MW, Began Operation: 1977

AmerenEnergy Medina Valley**Cogan, LLC Facilities:**

Mossville, Ill.
Size: 44 MW, Began Operation: 2001
Produces electricity, steam, chilled water for Caterpillar Inc.'s adjacent engine manufacturing facility.



- △ AmerenUE Gas-Fired Plants
- AmerenUE Hydro Plants
- ★ AmerenUE Nuclear Plant
- AmerenUE CTGs
- AmerenEnergy Resources Generating Company Plants
- ◇ AmerenEnergy Cogeneration Plant (Medina Valley)
- △ AmerenEnergy Generating Coal-Fired Plants
- AmerenEnergy Generating CTGs
- AmerenEnergy Generating Combined Cycle Gas-Fired Plant
- AmerenEnergy Generating Coal-, Oil- & Gas-Fired Plant
- ▲ Electric Energy Inc. (50 percent owned by Ameren) Coal-Fired Plant

**Electric Energy, Inc. Facilities:
(80% Ameren-owned)**

- Joppa Power Station
Size: 1086 MW, Began Operation: 1953
- Midwest Electric Power (CTG)
Massac County, Ill.
Size: 44 MW, Began Operation: 2000

AmerenEnergy Resources Generating Facilities:

On Oct. 3, 2003, substantially all of AmerenCILCO's electric generating facilities were divested to a non rate-regulated subsidiary — AmerenEnergy Resources Generating Company. AmerenCILCO has in place a long-term power purchase agreement with AmerenEnergy Resources Generating Company that provides AmerenCILCO energy and capacity needed to serve its native load customers.

- Duck Creek
Canton, Ill.
Size: 355 MW, Began Operation: 1976
- E.D. Edwards Plant
Bartonville, Ill.
Size: 744 MW, Began Operations: 1960

Also once part of the facilities of Central Illinois Light Company — now AmerenCILCO — and now part of the non rate-regulated generating capacity is the 30-megawatt Sterling Avenue site.

NATURAL GAS OPERATIONS

The combined natural gas operations of AmerenCILCO, AmerenCIPS and AmerenIP rank as the third largest Illinois natural gas dis-

tribution operation in total number of customers. AmerenUE is the third largest distributor of natural gas in Missouri.

AmerenCILCO serves more than approximately 210,000 Illinois customers, including the cities of Peoria and Springfield, and is directly connected to five interstate natural gas pipelines with the ability to purchase from multiple suppliers. The company is able to meet approximately 60 percent of its winter peak day sales and 20 percent of its winter sales from storage fields near the towns of Glasford and Lincoln, Ill.

AmerenCIPS has provided natural gas service for more than 75 years and today distributes natural gas to nearly 100,000 customers in more than 270 Illinois communities. AmerenCIPS operates 5,230 miles of natural gas transmission and distribution mains. It also owns and operates three underground storage fields, which can deliver about 38 million cubic feet of natural gas per day.

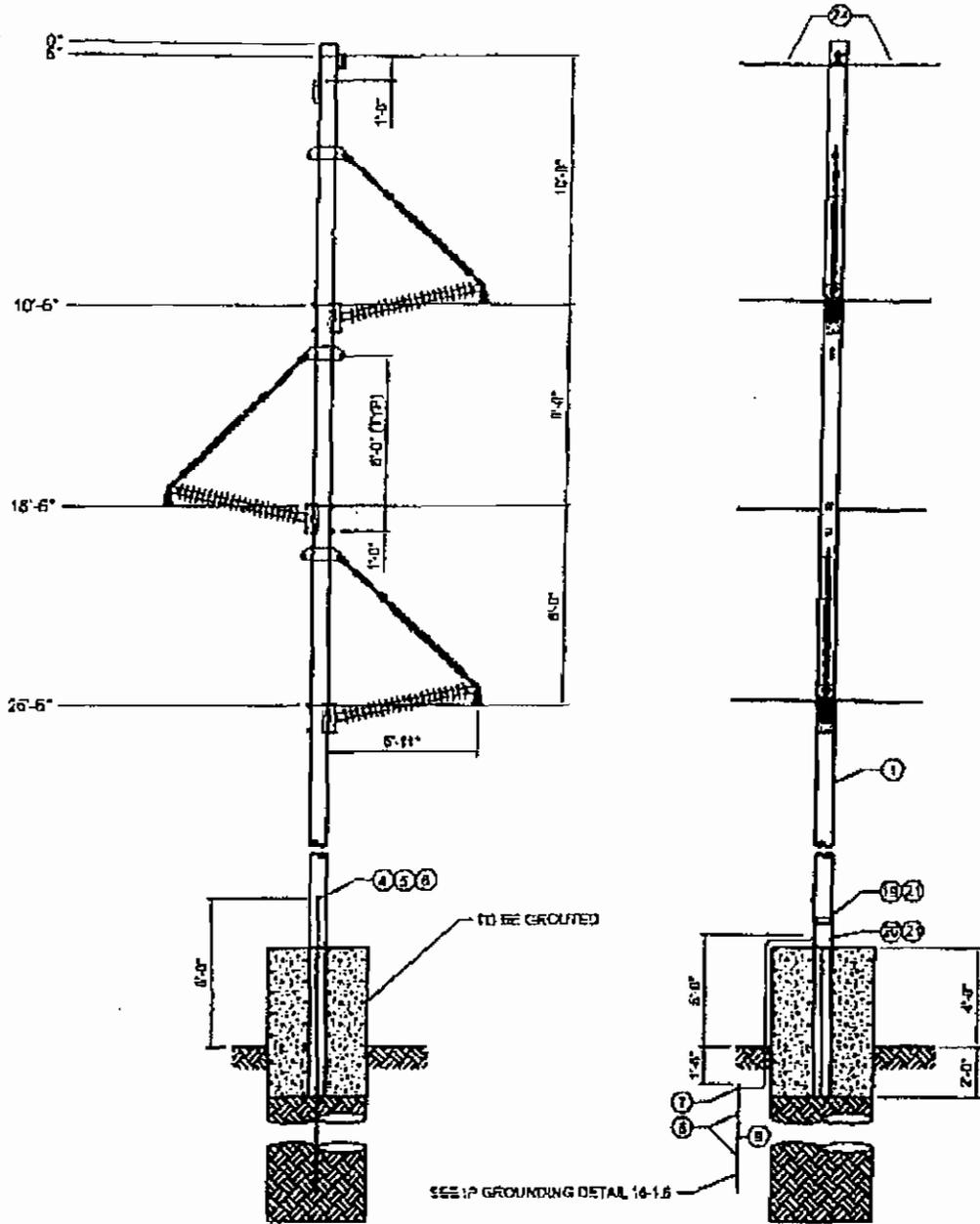
AmerenIP supplies retail natural gas to 416,000 customers in 258 incorporated municipalities and adjacent areas. The company owns 763 miles of natural gas transmission pipeline, 7,669 miles of natural gas distribution pipeline and seven underground natural gas storage fields with a total capacity of approximately 11.6 billion cubic feet.

About 110,000 of AmerenUE's 1.2 million customers are natural gas customers. AmerenUE serves gas customers in more than 90 Missouri communities, including towns in southeast, central and eastern Missouri.

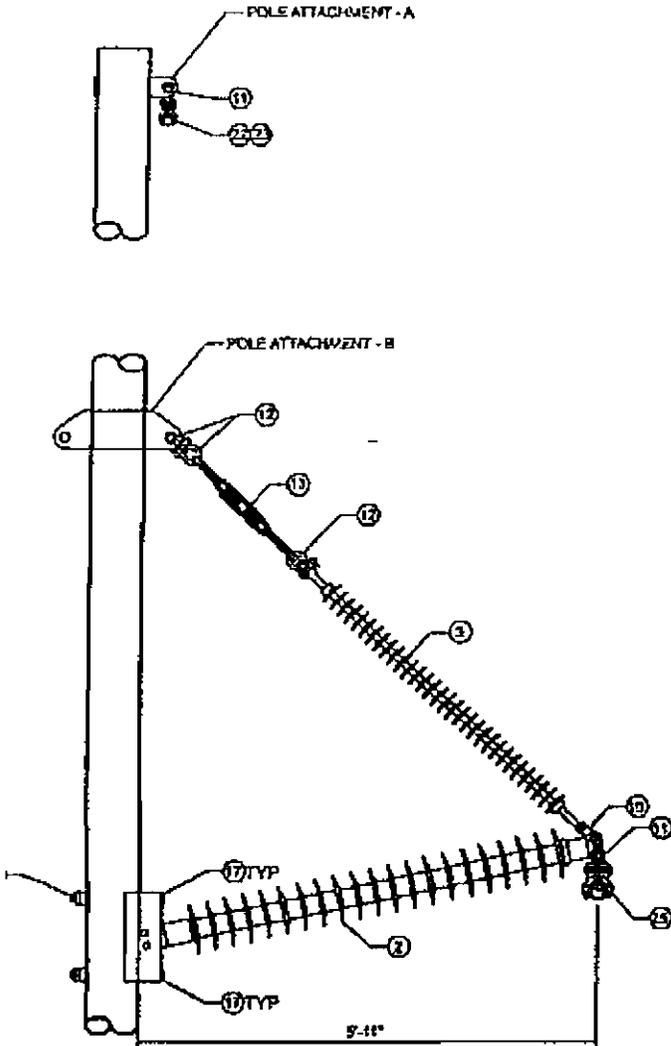
RATES AND REGULATION

The bundled Illinois retail electric rates of AmerenCILCO, AmerenCIPS and AmerenIP are expected to remain at their current levels through 2006. AmerenUE has reduced electric rates several times since the early 1990's — most recently in 2004, with the last of a three-phase \$110 million reduction in Missouri. AmerenUE's overall Missouri electric rates are currently 25 percent below the national average.

Citing major capital investments in its natural gas distribution system, plus higher maintenance and operating costs, AmerenCILCO, AmerenCIPS and AmerenUE-Illinois (now part of AmerenCIPS) received natural gas delivery rate increases in fourth quarter 2003. These resulted in a 3.25 percent increase for AmerenCILCO natural gas customers; a 3.4 percent increase for AmerenCIPS and a 14 percent increase for customers of AmerenUE-Illinois (now AmerenCIPS' Metro East customers). In early 2004, AmerenUE received approval from the Missouri Public Service Commission for a new natural gas delivery rate that will increase AmerenUE's operating revenues by approximately \$13 million annually. The new rate means a typical residential customer who heats with natural gas saw an average monthly increase of about \$6.65. This is only the third delivery rate increase for AmerenUE gas customers since 1987.



NO	DATE	DRF	DESCRIPTION	E	C	A	NOTES
A	10-9-06	CEP	RELEASED FOR REVIEW				
B	11-10-06	CEP	ADDED FOUNDATION VIEW				



CATEGORY	ITEM	STOCK #	DESCRIPTION	QTY
POLE	1		POLE, STEEL, 3/4" FLAT BAR PROFILE	1
INSULATOR	2	250147	INSULATOR, SUSPENSION, CONY, 40 IN LONG, SIZE 1 BUSH, ACD	3
	3	250147	INSULATOR, POST, LINE TYPE, 70 IN LONG, SIZE, POLYMER	3
GROUNDING	4	250174	WIRE, GUY, GROUND TYPE, 3/8 IN DIA, STEEL, GALV, 1/2	8
	5	250189	WALDOCK, W/ NUTS, 5/16 IN DIA	1
	6	250201	BOLT, HEX, 1/2 IN DIA, 1 1/2 IN LENGTH, GALV, 1/2	1
	7	178240	CLAMP, GROUND, ROD TYPE, 5/8 IN DIA, 3/4 IN ROD SIZE	1
	8	250215	ROD, GROUND, SECTIONAL TYPE, 5/8 IN DIA, FT SIZE, 0	8
	9	250215	WALDOCK, MECHANICAL, GROUND ROD TYPE, 3/8 IN SIZE	1
SHUTTLEWORTH	10	250215	CLIP, SHUTTLEWORTH, 1/2 IN DIA, GALV, 1/2	3
	11	250215	CLIP, SHUTTLEWORTH, 1/2 IN DIA, GALV, 1/2	4
	12	250215	SHOCKLE, ANCHOR, 1/2 IN DIA, GALV, 1/2, 2000 LB	9
	13	RED	TURBULENCE, 3/4 IN DIA	3
	14	250222	BOLT, MACHINE, 7/8 IN LONG, 3/4 IN DIA, GALV, CON, 5/8, 50	2
	15	250222	BOLT, MACHINE, 2 IN LONG, 3/4 IN DIA, GALV, CON, 5/8, 50	2
	16	250221	BOLT, MACHINE, 2 IN LONG, 3/4 IN DIA, GALV, CON, 5/8, 50	2
	17	250211	WASHER, FLAT, W/ASHER, SQUARE, GALV, 3/4 X 1 1/2 X 1/4	12
	18	250211	WALDOCK, DR, 1/2 IN DIA, GALV, CON, 5/8	8
SCREWS	19	H08027	HOLDER, TAG TYPE, 1/4 IN DIA, BLACK POLYESTER, 1/2	1
	20	250271	SCREW, MARKING, LINE MARKER TYPE, 20 IN DIAMETER, 1/2	1
	21	480315	TAPE, AD-ESK, BINDING TYPE, 2 IN WIDE X 100 FOOT	1
STEEL WIRE	22	070618	ROD, ARMOR, 1/2 IN DIA, STEEL WIRE, 1/2 IN DIA, 1/2 IN DIA	1
	23	250220	CLAMP, SUSPENSION, 2 IN DIA, 1/2 IN DIA, GALV, 1/2	1
	24	111220	DAMPER, ELECTRIC, SPRING, VIBRATION TYPE, 0.257 TO 0.401	2
CONDUCTOR	25	110172	CLAMP, SUSPENSION, 1/2 IN DIA, CONY, SIZE, ALUMINUM	3

NOTICE OF LIMITED RESPONSIBILITY

THE RESPONSIBILITY OF THE UNDERSIGNED ENGINEER IS LIMITED TO THE DESIGN WORK SHOWN ON PROJECT DRAWINGS AND DOCUMENTS BEARING HIS SEAL, SIGNATURE OR INITIALS. HE/SHE DOES NOT HAVE AUTHORITY OVER THE PROJECT AS A WHOLE. THE UNDERSIGNED DISCLAIMS ANY RESPONSIBILITY FOR WORK DONE UNDER SUBSEQUENT REVISIONS AND ANY OTHER DOCUMENTS ASSOCIATED WITH THE PROJECT WHICH DO NOT BEAR HIS/HER SEAL, SIGNATURE OR INITIALS.

 **ST. LOUIS, MISSOURI**

PREPARED FOR  **DECATUR ILLINOIS**

OTTAWA TO WEDRON-STRUCTURE DETAILS
STEEL TAGENT SINGLE CIRCUIT W/O UB
138KV LINE 1652

ENG: FLM-RUE	DRF: CEP	DATE: 10-9-06
DSGN: CEP-RUE	CKD: JM	SCALE: NTS
REVR	PLOTTED	E-1652-84.1
PM: LS-RUE	10-9-2006	

This area to be used for recording information only.

TRANSMISSION EASEMENT

THIS INDENTURE, Made this _____ day of _____, 2009, by and between Dee J. Bennett and Bonnie Bennett-Campbell, f/k/a Bonnie Grusk, as Tenants in Common, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation, and ILLINOIS POWER COMPANY d/b/a AmerenIP, an Illinois corporation, and Ameren Illinois Transmission Company (AITC) an Illinois corporation, its successors, assigns, agents, lessees, tenants, contractors, sub-contractors, and licensees, hereinafter referred to as Grantee, WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration to be paid to Grantor by Grantee within sixty (60) days from the date hereof or the release of this easement from any liens or encumbrances of record, whichever date is later, Grantor does grant, bargain, sell, convey, and confirm unto Grantee the perpetual right and easement in, on, upon, along, over, through, across, and under the following described lands situated in LaSalle County, Illinois, more particularly described as follows, and also depicted on Exhibit "A" attached hereto and made a part hereof.

A part of the Northwest Quarter (NW1/4) of Section Four (4), Township Thirty-four (33) North, Range Two (2) East, of the Third Principal Meridian, LaSalle County, Illinois, more particularly described as follows:

Parcel 1: A strip of land eighty-five (85) feet in width over the west four hundred fourteen (414) feet of the east one thousand nine hundred and fifty-one (1951) feet of said Northwest Quarter of said Section 4 adjacent to and abutting the southerly right-of-way of F.A.I. Route 80 and the following described parcel: Commencing at a brass monument which marks the Southwest corner of the Northwest Quarter of said section 4; thence S 88°09'16" E, one thousand ninety-six and eighteen hundredths (1096.18) feet along the south line of the Northwest Quarter; thence N 01°06'38" E, two thousand three hundred thirty-seven and sixty-nine hundredths (2337.69) feet to the point of beginning; thence S 72°39'30" W, two hundred sixty-seven and three hundredths (267.03) feet to the south right-of-way of F.A.I. Route 80; thence N 60°44'11" E, seventy-five and ninety-eight hundredths (75.98) feet along the south right-of-way of F.A.I. Route 80; thence N 75°06'55" E, one hundred ninety-five and thirty-one hundredths (195.31) feet along the southerly right-of-way of F.A.I. Route 80; thence S 01°06'30" W, seven and seventy-two hundredths (7.72) feet to the point of beginning.

Parcel 2: A strip of land sixty-five (65) feet in width adjacent to and abutting the southerly right-of-way of F.A.I. Route 80 and the easterly right-of-way of Illinois State Highway 178 in the said Northwest Quarter, except the east one thousand nine hundred and fifty-one (1951) feet thereof and except south of a point on the easterly right-of-way of Illinois State Highway 178 which is nine hundred twenty-four and three tenths (934.3) feet south the north line of said Northwest Quarter

All as shown on the attached Exhibit "A", to which reference is made for greater certainty and containing, together, a total of 1.96 acres, more or less.

Tax ID # 19-04-101-000 (17-04-100-001)

Together with the perpetual right, permission, privilege, and authority in Grantee to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, inspect, patrol, add to the number of and relocate at will, at any time, and from time to time, in, on, upon, along, over, through, across, and under the herein described easement a line or lines of poles, conduits and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other appurtenances, for the purpose of transmitting electric energy or other power, and for telecommunications; to trim, cut, clear or remove, at any time, and from time to time, by any means whatsoever, from said easement, or the premises of the Grantor adjoining the same on either side, trees, brush, and any and all obstructions of whatsoever kind or character which, in the judgment of Grantee, may endanger the safety of, or interfere with, the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspecting, patrolling, addition to and relocation of, Grantee's facilities; and the right of ingress and egress to, from, and over the herein described easement and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein granted; also the privilege of removing at Grantee's option at any time, any or all of Grantee's improvements erected in, on, upon, over, and under the herein described easement.

The Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, addition to and relocation of, Grantee's facilities.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this easement, Grantor is the owner of the above described land and has full right and authority validly to grant this easement, and that Grantee may quietly enjoy the premises.

Grantee shall be responsible for actual damages occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's facilities and shall reimburse the owner hereof for such loss or damages.

TO HAVE AND TO HOLD the easement aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, agents, lessees, tenants, contractors, subcontractors, and licensees, forever.

The easement conveyance made hereby shall run with the land, and this agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, executors, administrators, successors and assigns of the parties hereto.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has executed this Transmission Easement the day and year first above written.

(Signature)

(Signature)

Name: _____
(Print Name)

Name: _____
(Print Name)

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person(s) whose names are (name is) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they (he/she) signed, sealed and delivered the said instrument as their (his, her) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this _____ day of _____, A.D., 20____.

Notary Public

STATE OF ILLINOIS)
) SS
 COUNTY OF _____)

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Given under my hand and notarial seal this _____ day of _____, A.D., 20_____.

 Notary Public

Prepared by: Ameren

Return to: AmerenIP
 Real Estate Dept.
 300 Liberty Street
 Peoria, IL 61602

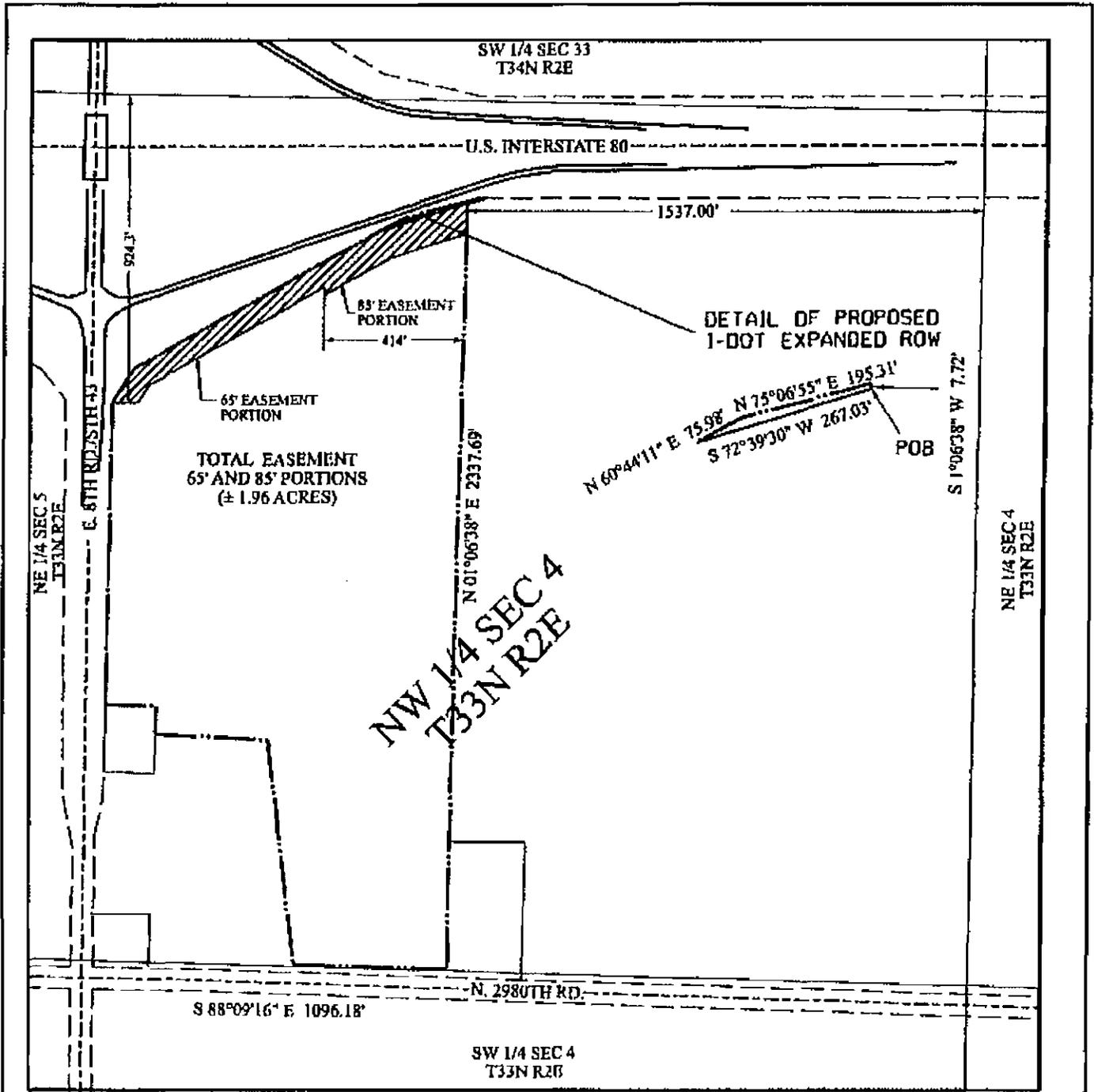


EXHIBIT A

WTG File Numbers: AMN-2006LS-998.0

OWNER: DEE J. BENNETT AND BONNIE BENNETT-CAMPBELL F/K/A
BONNIE GRUSK

TAX ID: 19-04-101-0000 (17-04-100-001)



TOWNSHIP/RANGE: T33N R2E
SECTION: NW 1/4 SEC 4

Revised 7/20/2009



COPY

This area to be used for recording information only.

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