

**OFFICIAL FILE**

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

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

AmerenIP Cross Exhibit No. 4

Witness Walsh

Date 7-22-16 Reporter CB

ILLINOIS POWER COMPANY, )  
d/b/a AmerenIP, 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  
HENRY (HANK) WALSH III**

NOW COMES Hank Walsh, 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-Walsh 1.01** Have any appraisals been performed of Mr. Walsh's property, any portion thereof, or any right or interest therein in 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. Walsh's possession.

**Response:** No appraisals have been performed on Mr. Walsh's property within the last 5 years.

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

**Response:** Attached as Exhibit 1.02 are those correspondences received from Ameren in Mr. Walsh's possession.

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

**Response:** Mr. Walsh recalls having 2 phone conversations with an Ameren Representative; Mr. Walsh recalls receiving 3 or 4 correspondences within the last 4 years; and Mr. Walsh recalls having 2 in person visits.

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

**Response:** Mr. Walsh 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 have had contacts with Ameren, and/or their agents, by phone and mail, the exact number of each is not known by Mr. Walsh. They have had two in-person contacts with Ameren's attorney, C. Clark German and Acquisition Agent, Roger Nelson.

**Ameren-Walsh 1.06** With respect to Mr. Walsh's statement that the "proposed easement will significantly impact the value of the remainder of the property": (i) explain the basis for the statement and provide all documents Mr. Walsh relies on to support his explanation; and (ii) has Mr. Walsh performed any study or analysis to quantify this "impact"? If yes, provide such study or analysis.

**Response:** Based on his own personal experiences and common knowledge the proposed easement will impact the value of the remainder of the property.

**Ameren-Walsh 1.08** With respect to Mr. Walsh's statement that the "loss of trees will severely impact the revenue I receive from using the easement area and remainder property for training purposes": (i) explain the basis for the statement and provide all documents Mr. Walsh relies on to support his explanation; (ii) has Mr. Walsh performed any study or analysis to quantify this "impact"? If yes, provide such study or analysis.

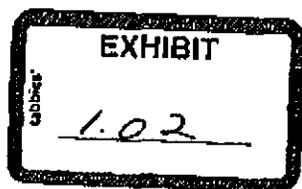
**Response:** Mr. Walsh's use of his property, for recreational purposes will be impacted by the loss of trees.

Respectfully Submitted,

Hank Walsh, 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**



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This area to be used for recording information only.

### TRANSMISSION EASEMENT

THIS INDENTURE, Made this \_\_\_\_\_ of \_\_\_\_\_, 2009, by and between Henry J. Walsh III, 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 (AIRC) 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:

Approx. 66 ft. easement located in Section 20, Township 34North, Range 4East. LaSalle County, Illinois

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. Notwithstanding anything to the contrary contained herein, it is understood that this easement shall not prohibit the construction of a new building or structure nor the repair or replacement thereof in accordance with all applicable laws, codes, safety codes, and regulations, except for the following: no structure shall be constructed on the southerly ten feet of said easement and no structure or attachment to said structure shall exceed an overall height that shall conflict with the National Electric Code Rules and Regulations, within remaining portion of said easement.

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.

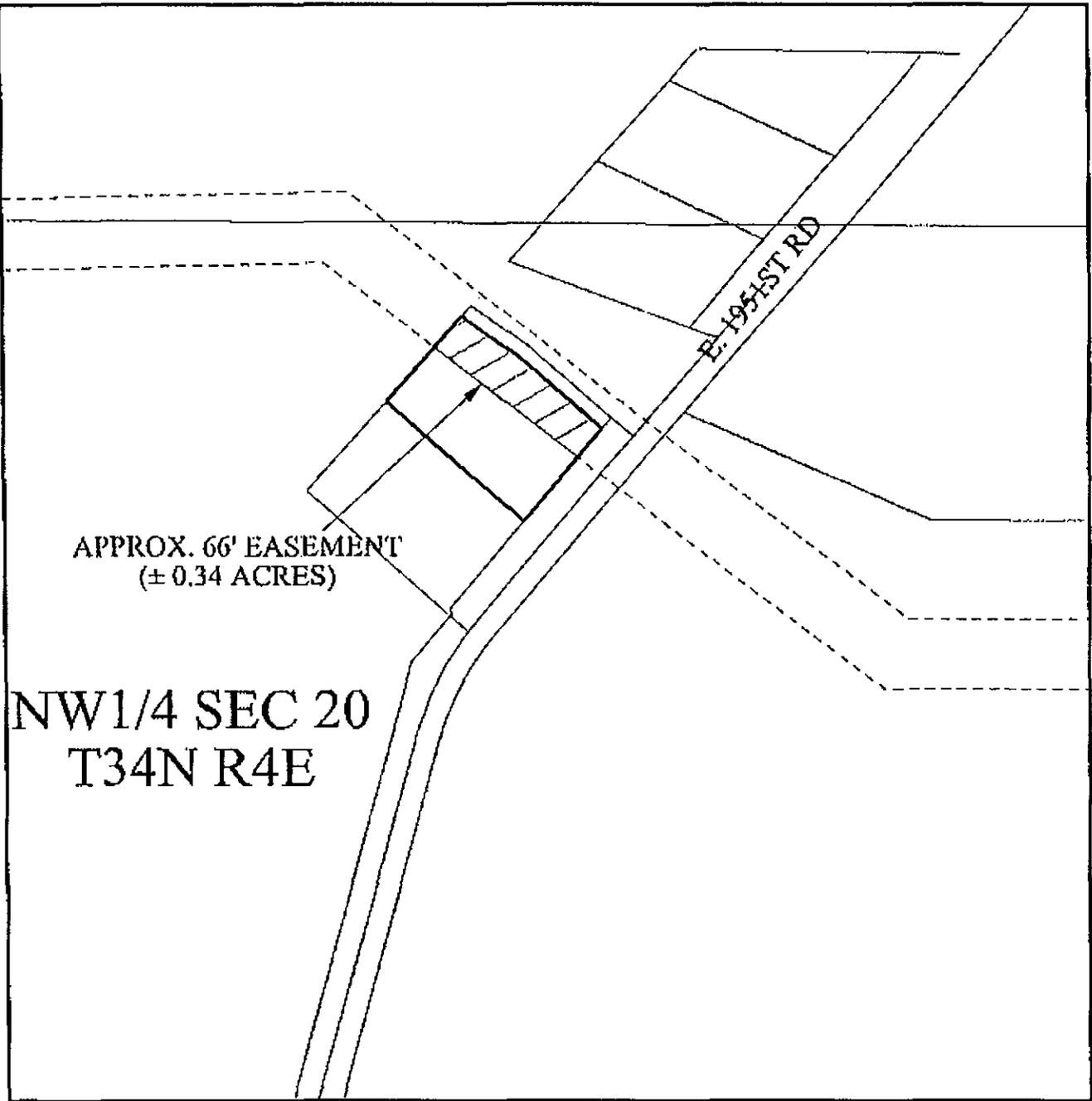
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

Name: \_\_\_\_\_  
(Print Name)



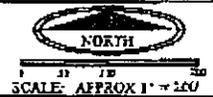


### EXHIBIT A

REVISED: 10-08-2009

WTG File Number, AMN-LS-563.44

OWNER:	HENRY J. WALSH, III
TAX ID:	14-20-100-002 (14-20-126-002)



TOWNSHIP/RANGE:	T34N R4E
SECTION:	NW1/4 SECTION 20



**Compensation Summary Sheet**

AmerenIP is requesting an Easement to cross your property as identified in the attached Aerial "Exhibit A". The information that follows is to assist you the landowner in understanding how an offer for Easement was calculated.

1. Amount of Acreage to be taken by Easement .34 from Exhibit A.
2. Amount offered per acre \$ 25,000.<sup>00</sup>. This figure was derived from recent sales of comparable properties in your area.
3. The amount of acreage .34 X \$ 25,000 amount offered per acre = \$ 8,500.<sup>00</sup> offer amount for Easement..

If you have any questions, please contact us at:

660-438-0272