

ILLINOIS COMMERCE COMMISSION

DOCKET NO. 14-0652

DIRECT TESTIMONY

OF

JAMES AGATUCCI

Submitted On Behalf Of

JAMES and JEAN AGATUCCI

November 17, 2014

NOTE: Confidential Information is contained within Agatucci Exhibit 1.1 and that Confidential Information has been redacted. The non-redacted version is being filed in paper form with the Commission marked Confidential Information.

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JAMES AGATUCCI

Submitted on Behalf of James and Jean Agatucci

Q. Please state your name and address.

A. James Agatucci, 5806 Heinz Lane, Edwards, Illinois 61528.

Q. Are you one of the owners of the property for which Ameren Illinois Company seeks an easement?

A. Yes.

Q. Is the easement form attached as Agatucci Exhibit 1.0 the easement form that Ameren has requested you to execute?

A. Yes.

Q. Is there an existing Ameren easement immediately to the east of and adjacent to the Ameren easement Ameren now seeks?

A. Yes.

Q. Is your residence on the property adjacent to the easement Ameren now seeks?

A. Yes.

Q. Do you reside in that residence on a permanent basis?

A. Yes.

43 **Q. Has Ameren made an offer to acquire the easement from you?**

44

45 **A. Yes.**

46

47

48 **Q. Did the offer include an Easement Valuation that detailed the dollar amount of the**
49 **offer?**

50

51 **A. Yes.**

52

53

54 **Q. Is the Easement Valuation attached as Agatucci Exhibit No. 1.1 the Easement**
55 **Valuation that was presented to you as part of the Ameren offer?**

56

57 **A. Yes, except that the dollar amounts have been redacted.**

This area to be used for recording information only.

TRANSMISSION EASEMENT

THIS INDENTURE ("Easement"), Made this ____ day of _____, 2014, by and between JAMES R. AGATUCCI and JEANNE A. AGATUCCI, their heirs, successors and assigns, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation and unto AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS, an Illinois corporation, 1901 Chouteau, Mail Code 700, St. Louis, Missouri 63103, 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 paid to Grantor by Grantee or to be paid within ninety (90) days of the release of this Easement from any liens or encumbrances of record, whichever date is later, Grantor does hereby grant, bargain, sell, convey, and confirm unto Grantee the perpetual right and Easement 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, a line or lines of towers, 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 in, on, upon, along, over, through, across, and under the following described lands situated in Peoria County, Illinois, more particularly described as follows, and also depicted on Exhibit "A" attached hereto and made a part hereof (the "Easement Area").

The West 150 feet of even width of the East 250 feet of even width of that part of the Southeast Quarter of the Southeast Quarter of Section 16, Township 9North, Range 7 East of the Fourth Principal Meridan, Peoria County, Illinois, containing 4.552 acres more or less

Tax ID # 13-16-400-021

Together with the perpetual right, permission, privilege, and authority in Grantee to trim, cut, clear or remove, at any time, and from time to time, by any means whatsoever, from said Easement Area 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, by reason of their height and proximity to the electric transmission facilities, 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 to use reasonable working space adjacent to said Easement Area during construction, reconstruction, operation, maintenance, renewal, or removal of said facilities; and the right of ingress and egress to, from, and over the herein described Easement Area and any of the adjoining lands of the Grantor situated between the Easement Area and the nearest accessible public road 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 Area.

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, it has full right and authority validly to grant this easement, and that Grantee may quietly enjoy the Easement Area.

The Grantee shall be responsible for actual damages occurring on the Easement Area as a result of the construction, operation, maintenance or repair of Grantee's facilities and shall, in Grantee sole discretion, either repair and restore or reimburse the owner thereof for such loss or damages. Grantee shall not be responsible for any indirect, consequential or punitive damages.

All rights not contemplated above are reserved to Grantor, and this Transmission Easement is subject to additional terms and conditions agreed to and established by the Grantor and the Grantee contained in the separate agreement bearing even date herewith entitled "Confidential Supplemental Agreement to Transmission Easement,"

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

This Easement conveyance shall run with the land and shall be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns.

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 hereunto set Grantor's hand and seal the day and year first above written.

JAMES R. AGATUCCI

JEANNE A. AGATUCCI

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES AGATUCCI AND JEANNE AGATUCCI, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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., 2014

Notary Public

Prepared by: Ameren Services

Return to: Ameren Services
Attn: Transmission Real Estate
8420 N University St
Peoria, IL 61615