

The disciplines involved with “an easement or eminent domain”; as applied to the rights and responsibilities associated with electrical distribution lines and its placement of anchors as are needed to support those lines; has been altered by the realities of our agricultural times. And must be readjusted, from simply this is the easy way/ to become this is the responsible way, that benefits all parties involved.

This is then a legal beginning to the anchor holding the distribution line, which supports the town of Royal IL; and resides in a field now owned by James F. Osterbur residing at 2191 county road 2500 e. St. Joseph IL 61873 USA.

We begin with the simple description: of a cable held line structurally established by a ground anchor placed roughly 20 feet into the agricultural field. The composition of the arrangement is that an electrical distribution line going parallel with the field along the road/ has been “tied” to a perpendicular line that starts at the dead end confronting this field, as it follows the road patterns to the town of Royal.

The desired type of change has been established, as feasible by Ameren employee Abby Schneider; and in its best composition would consist of the placement of a pole/ which would then offer the anchor for that line. Across the road, in parallel construction with the road. To be used as the anchor point for that perpendicular line. Roughly fifty feet from its point of anchor today, with the anchor then placed at the field edge; along the road, in the ditch bank, that is already there. That removes the anchor from the field and places it in the grass, which is generally mowed once a year or so; but would be consistent with mowing around all the other distribution poles already in that grass edge as the line itself proceeds to town. THAT, being a permanent placement which benefits all, and needs no easement rights/ nor the assertion of eminent domain; as it is already a public easement for the use of roads; as is consistent with the construction of nearly all electrical distribution lines.

Ameren currently refuses to remove their anchor from the field claiming easement rights; but has produced no documents as of yet. Unless I pay for their replacement of that anchor into an area that benefits them as well as I.

We then begin with the assessment of rights; and assemble the following confrontation of principles involved in this currently “simply a discussion” decision.

#### IN TERMS OF THE FARMING OPERATIONS;

1. the operator of the farming equipment must now; establish a path around the anchor/ or come up to that anchor stop; go around, back up, and begin again compacting the ground; or trampling its plants and producing an impact with financial consequences.
2. Driving around the anchor with large equipment requires very sharp turns on the equipment itself; which demands very significant stress on the components in the ground. That fact causes wear that would not

otherwise occur/ and that has significant financial consequences; because the equipment is NOT cheap.

3. Driving around, or up to the anchor places the farmer and his or her equipment in jeopardy of hitting the anchor with each piece of equipment that must be maneuvered around that anchored cable, and it is not well marked; along with the fact that an average piece of equipment being used today is over 60 feet wide. It is no small feat that numerous anchors in fields everywhere are not contacted causing harm to the field equipment and the electrical line. Placing the farmer in jeopardy of a potential electrical line break; which could cause loss of life. Placing the farmer in jeopardy of a lawsuit for damaging that line or causing any other loss. A financial consequence.
4. On average an anchor will be driven around in the field a total of in spring: once for tillage (occasionally twice)/ once for planting (occasionally twice)/ once for fertilizer/ once for chemicals. In fall, that same line anchor must be driven around once for combining operations/ once for tillage/ and some fields or operators will do once more for a variety of different methods in farming. Making that anchor an obstruction roughly 7 times on average; each time requiring "a price shall be paid".
5. The loss of acreage is small; roughly 135 square meters on average (1500 sq feet); or currently about \$30 dollars in direct "field loss/ crop loss". But it also requires management of the weeds; which requires tractor and mower and individual trimming of the area; as a separate reality to the farming operations/ usually done twice a year. Since this has to be driven to the assigned anchor; that takes an hour, plus costs. And since it must be trimmed, that takes another hour and truck and equipment; so many people opt for stronger chemicals which also costs a financial consequence. Tractors don't run for free; every hour costs money.

IN OPPOSITION is Ameren

they have one made one statement: we have the right of easement/ and nothing will make us move that anchor unless you pay all costs we will charge you for doing so. Because there are financial consequences.

In addition: the commerce commission has raised utility billing for the express purpose of "making distribution lines better"/ and are in fact using the public money to justify an increase in their bottom line; building assets which we have no part in/ but have in fact paid for. This anchor exists where and how it exists; because the electrical distribution company saved themselves the price of a pole: simple as that. And placed the expense in operations onto the farmer instead; a reality of abuse in easement

rights, that must be corrected. Or more simply, we have paid your debts, not our debts/ not the public debt; long enough: move these anchors.

#### SUMMARY OF THE ISSUES

While it is true, Ameren cannot move an anchor for free/ their cost, is a one time work and expense; that will stay in place for at least fifty years. If they encased the poles in recycled appropriate plastic; that pole could last another fifty; benefiting all. The farming operations must endure a work and expense established entirely do to that anchor; for at least 7 times each season with financial consequences and risks; per year. ONLY, because of their placement; which does not need to exist.

We then look to the claim of “pay me to move it”/ and assess the reality by turning the claim back: if I must endure what you have done/ and refuse to correct. Even though we all know it is in the best interest of everyone: SHOULD YOU NOT PAY ME, for the cost I have incurred each and every year: due to your decisions and deliberate actions that now cost me money and risk? That is a legal matter, and would be destined for a class action suit.

We then establish the claim, and rights of eminent domain: the right of government to take what it needs for the benefit of all rather than just one. While that is essential in specific instances, where no other legitimate choice exists, and there will be very significant public gains because of that taking. NONE of that exists here. Because reality adjusts the claim of placement or easement rights; with the truth, just on the other side of the road, nobody loses anything/ and we all benefit from that choice. Therefore eminent domain is mute, and does not exist by the facts involved.

The claim of easement is negotiated; through the realities of change. That change has altered the state of agreements made decades past/ or through the assertion that all the electric for “the town of Royal” for instance will fail without that anchor. Falls short of a legitimate taking or claim; when in fact, the anchor placement should never have been established in this spot in the first place. That then leads to the question of: could we not be owed, if this was brought to court/ for decades of intrusion, we did not need to accept?

A link is provided to “farm organizations/ as well as Ameren through their employee. As no distinct address to the people in charge of this yet exists; I send it “as best I can”/ and expect it to wade through the “distribution lines”.