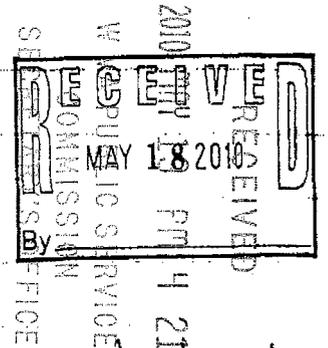


5/17/10

HONORABLE JOE MANCHIN III  
GOVERNOR OF WEST VIRGINIA  
STATE CAPITAL  
1900 KANAWHA BOULEVARD E  
CHARLESTON W.V. 25305  
07-0508-E-CN



Your IMMEDIATE ASSISTANCE IS NEEDED TO HAVE YOU INTERCEDE ON OUR BEHALF WITH RESPECT TO HOW WE ARE BEING LIED TO AND THE TOTAL DISREGARD KENNY CONSTRUCTION AND THE TRAILCO PEOPLE ARE GIVING US AS TO THEM NOT LIVING UP TO THE AGREEMENT WE THOUGH WE HAD WITH THEM AS RECENTLY AS 4/31/10. TRAILCO STARTED CONSTRUCTION ON OUR 6 ACRES BY TOTALLY CHEAT CUTTING OUR LAND WHICH IS COMPLETELY THE OPPOSITE OF WHAT OUR AGREEMENT STATES. WE SIGNED ON 4/30/10. THEY WERE ONLY TO CLEAR THE LAND WHERE THE TOWER IS TO BE PLACED. THE TOWER IS TO BE 192 FT TALL. THE P.S.C. RULING CLEARLY SAYS AREAS WITH 100 FT. OR MORE CONDUCTOR TO GROUND CLEARANCE WILL NOT BE CLEARED. EXCEPT FOR ACCESS ROADS AND NECESSARY CONSTRUCTION AREAS SELECTIVE CLEARING TECHNIQUES WHICH ARE DESIGNED TO PRESERVE LOW GROWING PLANT SPECIES THAT POSE NO THREAT TO CONDUCTORS WILL BE EMPLOYED! THAT PARAGRAPH IS TAKEN DIRECTLY FROM THE JOINT STIPULATION (APPENDIX A TO THE INITIAL COMMISSION ORDER.)

There are year around springs emitting from the hill directly under the proposed tower location and I can't get any answers to how they will deal with all the water, there are at least 6 to 10 springs within 100' of the tower site.

After I talked directly to the forester for Supreme this very morning and discussed my feelings about the cutting and what I thought was to happen and he assured me that I was right and he would see to it that they would clear as little as possible.

After that I had to go to Morgantown to visit my wife in Ruby Hospital where she just had her hip replaced last Monday, I was away about 4 hrs. and when I got back I went back down to the ROW, and was shocked & mad as hell to find they were using an excavator with a brush cutter attached and had already cut a swath approximately 2000' feet long & 60-70 ft wide completely clear of vegetation! This area was totally covered with understory type trees & brush. Now it's bare and this is their usual tactic of (rip & tear) when your back is turned. I threatened the operator & told him that he needed to make some phone calls to get someone with authority to talk to me and stop cutting!!

ALTHOUGH we have signed off on this, they are STILL taking advantage of us as they have from the very first day!

After talking to our "5th" R.O.W. person in two years of this mess he said he felt that we were dealt with badly and were not compensated fairly and he formally requested that the "Company" give us an additional amount to bring us up to near what our neighbors got. (They got 30,000 per Acre (we got 18,966.00) he said he couldn't get us ALL of the difference but thought that he could get us around 45,000<sup>00</sup> that is still 21,200<sup>00</sup> less than the neighbors for the 6 acres they are taking!

After hearing nothing for months, they sent (Steve Buckley) R.O.W. Agent & JERK to tell us all they were going to give us was 'to bad, no more money, just get over it and since had lived here all these years with the existing power line, one more shouldn't make much difference to you!!!

After that statement, he was ordered off our property and told to 'never' come back!

TRAILCO & Kenny Construction Company has NO connection between labor management or the land owners, the people in the field have NO clue as to the agreement and ONLY do what the company tells them to do. The "Company" won't let any one

put ANYTHING IN WRITING, SO WE REALLY HAVE NO RECOURSE IF A PROBLEM ARISES!!

MIKE BURNS, WHO WORKS FOR A. ENERGY AND IS OUR MAN TO DEAL WITH ABOUT A BUILDING WE ARE TO TEAR DOWN, TOLD MY WIFE THAT HIS HANDS ARE TIED. KENNY CONSTRUCTION WOULD NOT LET HIM PUT ANYTHING WE TALK ABOUT IN WRITING. THEY WON'T EVEN LET HIM GIVE OUT TELEPHONE NUMBERS FOR PEOPLE FOR US TO CONTACT. IF WE HAVE A PROBLEM.

THE MAN RUNNING THE MACHINE HAD A CUTTING PLAN DRAWN UP BY HIS BOSSES AND THE FORESTER HAD TO HAVE KNOWN WHAT WAS ABOUT TO HAPPEN, BUT OF COURSE HE DIDN'T MENTION IT TO ME.

I ORDERED HIM TO STOP CUTTING UNTIL I COULD TALK TO SOMEONE WITH SOME AUTHORITY. THIS IS JUST ANOTHER EXAMPLE OF HOW THIS WHOLE PROCESS HAS GONE. JUST KEEP SHUFFLING THE DECK SO NO ONE KNOWS WHAT THE HELL IS GOING ON.

I AM AT MY WITS END AND SOON DRASTIC THINGS ARE ABOUT TO HAPPEN!! ANY HELP IN THESE MATTERS WILL BE GREATLY APPRECIATED.

P.S. WE ARE STILL WAITING FOR A RESPONSE FROM THE P.S.C. AND YOU FROM MY WIFE'S LETTER OF 3/2/10 IN WHICH YOU PROMISED TO GET BACK TO US SOON!!

10/31/09

For your consideration

TrailCo Issues:

1. We were first approached by Tom with a proposal which outlined the amounts offered \$24,605 to use 10.10 acres - no cutting of timber on our property. They would piggy back over existing line. This was not the initial contact. Had a couple of meetings prior to that date. He was very adamant that we not speak to our neighbors about the powerline. After reading paperwork he submitted we only asked that a waiver be given for no spraying of herbicides.
2. At this time he spoke with Doug Stevens and suggested that Doug approach us to sell him a section of land under the r-o-w so he could get the free electric. Over the years numerous people have approached us to sell the level property on the corner of our property. We had no intentions of selling the property. We thought we might build a house for ourselves later on. Anyway Mr. Stevens began calling constantly about selling them the property, almost to the point of badgering; Tom was was out of line to suggest to the neighbors such a proposal which put us in a very bad situation with our neighbors.
3. A little while later we found out from our neighbors that TrailCo had changed to line location and would be partially piggyback and separate.
4. As soon as Stevens found out the line would cross the corner of his property he stopped badgering us.
4. Everytime Tom would contact us things were changed and what he told us and what he told the neighbors were sometimes completely opposite. He said he was very upset that we were talking to our neighbors about TrailCo.
5. After receiving a map of the proposed r-o-w we told Tom that the church only owned 1/4 of an acre because it was deeded off our property, initially clear back in the 1800's. His reply was that it didn't matter what it said on the map as it had nothing to do with what we were getting. Contrary to that, our thoughts are we are due the amount they estimated that was to be paid over the 1/4 acre. We also told him that our property boundary lines as drawn on the maps were way off. He kept brushing this off to saying it didn't matter. It does matter. Whatever is recorded at the courthouse is on record forever and may cause property line disputes from this point forward. Also, the impact on our property in that area is devalued and actually of little value now. The approximate 3-4 acres left on the corner which at one time was very valuable is of limited value now. The 10+ acres on that bottom was very valuable. It's level property fronted along 2 roads. Could have been divided up to allow for construction of at least 10 homes. Now the land under the r-o-w can only be used for pasture. The land beside the r-o-w is of little value, no one would want to build a house there. It's not big enough for any commercial use. Conclusion: the property is now of very little value as compared to being extremely valuable prior to the power line. We, on each occasion disputed the company's calculation on the amount of property they proposed they were taking. Tom assured us the final surveys would be accurate and the company would compensate us for any additional acreage.

6. As soon as we found out that they were going to buy the church we asked that we be given the opportunity to tear it down, if it was going to be demolished. We were told that would be no problem by both Tom and Mr. Price. We could tear it down and we offered to buy the property back for \$10.

7. We had contacted an attorney and for a while couldn't get a meeting with him. We kept Tom informed of our actions.

8. The day we finally signed Tom came to the house and accused us of stonewalling and had no reason why we should refuse to negotiate a price and sign. If we didn't come to an agreement that day the company would just take eminent domain and we wouldn't have any say in what monetary amount we would get. After a while we agreed we would like at least \$120,000 for 6 acres and if it was more than 6 acres the company would pay more. Tom said he couldn't give us that amount but offered \$115,000. So the agreement was \$115,000 plus we would get the church and be able to tear it down and the company would sell the property back to us for \$10. We planned to tear the church down and reerect it on our property. This would be a home for our granddaughter. We received a check for \$50,000 and signed the papers.

9. An hour later Tom called and said he couldn't give us \$115,000 but was only authorized to give us 113,800. He came back the next day saying he was in big trouble and if we didn't agree to take less he would have to take it out of his pocket and pay the difference. He seemed so upset we agreed to the change and if you look at the original papers you will see that part of the agreement is signed with black ink and the other part uses blue ink. Now, we believe it was a scam and bet he laughed all the way back to the office. The TrailCo's representative was a dishonest person.

10. We went to the courthouse and checked the records. Myers received \$30,000 for r-o-w over .05 of an acre which would be \$600,000 an acre. Stevens received \$61,000 for .35 acres which is \$174,286 an acre. Shaw received \$30,000 an acre. Mayhorn and Christopher received \$30,000 for 1 acre. We recieved only \$18,966 an acre for 6 acres.

11. The agreement and the amount we finally negotiated on on is no longer valid The agreement that was signed after being threatened with eminent domain is now unaccepable. The original agreement has been broken. We didn't get to tear the church down. The company demanded \$4 mil liability insurance plus workers comp documentation to tear down the frame of the church. The church owners were given the right to strip the church of all the windows, doors and anything of value without any requirement of insurance. The church just allowed individuals to come in and take out parts of the fixtures. In case the company doesn't know it, the rear addition attached to the original church is on our property. Again, if the surveyors were accurate they would have known this.

12. We would appreciate it if Trailco would renegotiate our contract because we feel that we were treated unfairly and harrassed into signing something we didn't feel

comfortable with. We would like to be treated fairly and equally.

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John Ives

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Janie Ives

October 31, 2009