

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the Matter of the Application of Grain)
Belt Express LLC for a Siting Permit for the)
Construction of Two 345 kV Transmission) Docket No. 24-GBEE-____-STG
Lines and Associated Facilities through)
Gray, Meade, and Ford Counties, Kansas.)

DIRECT TESTIMONY OF

BRAD FINE

ON BEHALF OF

GRAIN BELT EXPRESS LLC

May 31, 2024

Contents

I. Introduction..... 3

II. Easement Acquisitions and Maintenance 4

III. Conclusion 7

1 **I. INTRODUCTION**

2 **Q. Please state your name, business address, and present position.**

3 A. My name is Brad Fine. I am a Director of Transmission Business Development for
4 Invenergy LLC (“Invenergy”). My business address is One South Wacker Drive, Suite 1800,
5 Chicago, Illinois 60606.

6 **Q. On whose behalf are you testifying?**

7 A. I am testifying on behalf of Grain Belt Express LLC (“Grain Belt Express”).

8 **Q. Please describe your educational background and employment experience.**

9 A. I obtained a Bachelor of Arts degree in Urban Planning with a Minor in Business
10 from the University of Illinois at Urbana-Champaign in 2011. Before joining Invenergy in 2016, I
11 worked at Louis Berger where I supported a multidisciplinary team responsible for managing the
12 siting, planning, and regulatory approval processes of transmission lines throughout the country.
13 My curriculum vitae is attached as Exhibit BF-1.

14 **Q. What are your duties and responsibilities in your present position?**

15 A. In my current role at Invenergy, I am responsible for assisting with the development
16 of the Grain Belt Express Project. Among other things, this includes easement acquisition,
17 landowner and public outreach, environmental permitting, and regulatory support in Kansas,
18 Missouri, Illinois, and Indiana.

19 **Q. What is the purpose of your testimony?**

20 A. The purpose of my testimony is to support Grain Belt Express’ Application
21 requesting that the State Corporation Commission of the State of Kansas (“Commission”) issue a
22 siting permit establishing the route for two inter-related transmission lines and associated facilities:
23 (1) a double-circuit 345 kV transmission line of approximately 46 miles in length across portions
24 of Gray, Meade, and Ford Counties (the “Meade-Dodge City Line”); and (2) a single or double-

1 circuit 345 kV transmission line of approximately 16 miles in length traversing a portion of Ford
2 County (the “Bucklin-Dodge City Line”). Together, Grain Belt Express may refer to these lines
3 as the “AC Collector Lines”, which make up a portion of the AC Collector System. My Direct
4 Testimony will describe Grain Belt Express’ approach to landowner interactions, easement
5 acquisition, and crop compensation.

6 **Q. Are you sponsoring any exhibits as part of your direct testimony?**

7 A. Yes, I am sponsoring the following exhibits:

- 8 • Exhibit BF-1 – Fine Curriculum Vitae
- 9 • Exhibit BF-2 – Example Easement Agreement

10 **II. EASEMENT ACQUISITIONS AND MAINTENANCE**

11 **Q. Please describe Grain Belt Express’ approach to negotiations with landowners**
12 **for transmission line easements.**

13 A. Grain Belt Express is committed to conducting transmission line easement
14 negotiations in a manner that reflects respect for the private property rights of landowners. Grain
15 Belt Express believes that there are five key elements to a respectful land acquisition approach:

- 16 • Communicating the overall need for the AC Collector Lines;
- 17 • Seeking feedback from landowners on the routing options;
- 18 • Providing information on the routing factors used by Grain Belt Express;
- 19 • Demonstrating respect for private property rights and existing land uses; and
- 20 • Offering a fair and comprehensive compensation package for transmission line
21 easements.

22 The goal is to facilitate the respectful and equitable treatment of landowners and to support
23 voluntary transmission line easement acquisition.

1 **Q. Please describe the compensation package that Grain Belt Express will use in**
2 **its negotiations with landowners along the AC Collector Lines.**

3 A. Grain Belt Express will offer a payment equal to 110% of the fair market fee value
4 of the easement area along with compensation per transmission structure (\$6,000 per monopole
5 structure and \$18,000 per lattice structure) for voluntary easements. The predominate structure
6 type for this project are monopole structures, although there may be instances where engineering
7 or topographical constraints require the use of lattice structures. Within thirty 30 days of signing
8 of the voluntary easement agreement, the landowner will receive an initial payment of 20% of the
9 total easement value. The landowner may elect to receive payment for the balance of the easement
10 value as a lump sum prior to construction, or as an annual payment for as long as the easement
11 remains in effect. Under the annual payment option, commencing on the first anniversary of the
12 easement balance payment, the annual payments will increase by two percent (2%) each year. The
13 easement area is determined by multiplying the width of the easement right-of-way (“ROW”) by
14 the length of the transmission line route on the landowner’s property for a total acreage of the
15 easement area. The acreage of the easement ROW is then multiplied by the per-acre fair market
16 fee value of the landowner’s property to produce the total easement payment. Fair market fee value
17 will be determined through a market study of recent sales in the county as performed by a certified
18 independent appraiser.

19 Additional payments will be made to compensate landowners for crop damage, crop loss,
20 field repair, damage to drainage tiles, temporary or permanent impacts to center pivot irrigators or
21 other similar impacts, should they occur. Alternatively, for impacts such as damage to drainage
22 tiles, Grain Belt Express will, at the landowner’s option, either hire contractors to repair or
23 remediate the damage, pay qualified contractors of the landowner’s choosing to repair or remediate

1 the damage or pay a fair settlement amount negotiated between the landowner and Grain Belt
2 Express for the landowner or its tenant to undertake the responsibility for repair, relocation or
3 reconfiguration of the damaged drainage feature.

4 After construction of the transmission facilities, the landowner will retain the ability to
5 continue agricultural production on the entirety of the easement area, except for the relatively small
6 footprint of the structures.

7 **Q. How much ROW is needed for the AC Collector Lines?**

8 A. Grain Belt anticipates seeking a 150-foot-wide easement for the majority of the
9 ROW, though there could be certain instances where the ROW width may vary to accommodate
10 topographic features and crossing requirements, as discussed in the Direct Testimony of David
11 Gelder. Landowners will continue to own the land associated with the ROW, and as described
12 above, will be able to continue agricultural production within the ROW.

13 **Q. How does Grain Belt Express plan to obtain the necessary easement**
14 **agreements?**

15 A. Grain Belt Express will attempt to acquire all of the ROW through voluntary
16 transactions negotiated in good faith. This includes permanent easements, rights for ingress and
17 egress for future maintenance of the AC Collector Lines and access for vegetation management.
18 This also includes temporary access and construction easements during development of the AC
19 Collector Lines. To the extent practicable, construction equipment and other project or contractor
20 vehicles will traverse along existing roads and public rights-of-way in order to access work areas.
21 If necessary, temporary or permanent access roads will be utilized, and, if temporary, Grain Belt
22 Express will perform restoration activities so that impacted areas revert to their prior condition.

1 **Q. Can you describe the easement that Grain Belt Express will require from**
2 **participating landowners?**

3 A. Grain Belt Express is planning to offer easements agreements in substantially
4 similar form to the one attached as Exhibit BF-2.

5 **Q. Will Grain Belt Express work with landowners on pole placements and**
6 **micrositing adjustments?**

7 A. Yes. In the Application, Grain Belt Express requested that “the Commission
8 approve the Proposed Routes but permit Grain Belt Express the flexibility to adjust the route, or
9 microsite, as needed to accommodate minor modifications proposed by landowners, due to
10 previously-unknown biological, cultural, or tribal resources, unique local topography, or for
11 engineering reasons.”¹ As it has done along the HVDC route, Grain Belt Express will use this
12 flexibility to work in good faith with landowners to accommodate their needs and preferences to
13 the greatest extent practicable.

14 **III. CONCLUSION**


15 **Q. Does this conclude your testimony?**

16 A. Yes, it does.

¹ App. at Section VII.

VERIFICATION

I, Brad Fine, do solemnly, sincerely and truly declare and affirm that I am a Director of Transmission Business Development for Invenergy Transmission, LLC, that I have read the foregoing testimony and know the contents thereof, and that the facts set forth therein are true and correct to the best of my knowledge and belief, and this I do under the pains and penalties of perjury.

By: 
Brad Fine

May 31, 2024

Exhibit BF-1

BRAD FINE

CHICAGO, IL | BRADFINE2@GMAIL.COM | 815.878.6717

PROFESSIONAL EXPERIENCE**Invenergy**

Director, Transmission Business Development
 Senior Manager, Transmission Development
 Manager, Transmission Development
 Senior Associate, Transmission Development
 Senior Associate, Land Development
 Associate, Land Development
 Senior Analyst, Land Development
 Analyst, Land Development
 Analyst, Land Administration

Chicago, IL

Oct. 2023 – Present
 Nov. 2022 – Oct. 2023
 Oct. 2021 – Nov. 2022
 May 2021 – Oct. 2021
 Oct. 2019 – May 2021
 Mar. 2019 – Oct. 2019
 Mar. 2018 – Mar. 2019
 Oct. 2017 – Mar. 2018
 Jul. 2016 – Oct. 2017

Project Management

- Manages team of attorneys, land agents, surveyors, engineers, appraisers, and additional subject matter experts to advance development of a multi-billion dollar interstate transmission project
- Develops strategies overseeing scope, schedule, and budgets that have led to project completion and deadlines met

Renewable Asset Development

- Manage title and curative process on 5+ GW of utility-scale Wind and 1.2+ GW of utility-scale Solar projects throughout the western United States, curing title defects on over 5,000 parcels of land
- Process more than 1,500 wind, solar, storage, and thermal land agreements and over \$12M in landowner lease payments
- Facilitate 70% growth in number of contracts processed by implementing and managing more efficient business practices
- Contribute to success of 50+ renewable projects by utilizing skills in micro-siting, hosting landowner meetings, and resource mapping

People Management

- Lead a diverse team of 20+ external land agents to accomplish timely document drafting, document execution, and landowner coordination
- Secures site control of project real estate, including voluntary lease negotiation as well as condemnation
- Manage four employees by overseeing goal setting and priority management; establishing consistent communication; and supporting professional development through mentorship

Louis Berger

Planner and Project Coordinator

Kansas City, MO

Apr. 2012 - Jul. 2016

- Provided planning, construction management, business development, training and compliance, and various logistic functions in a diverse position at the center of a \$1 billion dollar architecture/engineering firm

Project and Team Management

- Deputy project manager of a 40-person team dedicated to permitting and designing the underground installation of 1,200 miles of new fiber optic network requiring verification of potential conflicts with existing utilities, analysis of geospatial and spatial data, and digitization of geographic features using ArcGIS and as-built information
- Coordinated with designers, procurement specialists, accountants, and senior management to control time, scope, quality, and costs on various multi-million dollar projects from inception to successful completion

Transmission Development

- Integral part of a multidisciplinary team to oversee transmission line siting, route reconnaissance, line route evaluation reports, and public outreach on transmission line projects providing 69 kV, 115 kV, 230 kV, 345 kV, and 600 kV in Kansas, Nebraska, Missouri, Illinois, Indiana, Kentucky, Pennsylvania, New York, and New Jersey, ranging between 2 to 800 miles in length

SKILLS

Microsoft Office
ArcGIS
SharePoint
Quorum Software
CRM
G Suite
 Docs, Sheets,
 Hangouts, Team
 Drives

EDUCATION

**University of
 Illinois at Urbana-
 Champaign**

2007-2011

B.A., Urban and
 Regional Planning

Minor: Business

Honors:

2011 AICP
 Outstanding Student
 Award

Alpha Phi Omega
 service fraternity

Internship:

Block & Company
 Realtors -
 Construction
 Management Intern,
 2009

INVOLVEMENT

Chicago Cares,
 Serve-a-thon
 Volunteer Leader

**Boy Scouts of
 America,**
 Eagle Scout

Exhibit BF-2

(Space above reserved for Recorder of Deeds certification)

This document prepared by: Grain Belt Express LLC One South Wacker Drive, Suite 1800 Chicago, Illinois 60606	After recording return to: Grain Belt Express LLC c/o Invenergy Transmission LLC One South Wacker Drive, Suite 1800 Chicago, Illinois 60606
Legal Description: See page A-1	Reference Book and Page: N/A

Tract #: _____

TRANSMISSION LINE EASEMENT AGREEMENT

County of _____, State of Kansas

This Transmission Line Easement Agreement (“**Agreement**”) as of _____, 2024 (the “**Effective Date**”), by and between _____, (“**Landowner**” or “**Grantor**”) with a mailing address of _____, and Grain Belt Express LLC, an Indiana limited liability company (“**Grain Belt**” or “**Grantee**”) with a mailing address of One South Wacker Drive, Suite 1800, Chicago, Illinois 60606, Attn: General Counsel.

1. Landowner owns certain real property in _____ County, Kansas, with a legal description as shown on the attached Exhibit A (the “**Property**”).
2. Landowner does hereby grant and convey unto Grain Belt, an exclusive as to the types of Facilities (defined below) perpetual easement (the “**Easement**”) to construct, operate, repair and maintain a transmission line, as further described below. The location of the Easement is generally as depicted on the attached Exhibit B (the “**Easement Area**”) which will be a strip of land designated by Grain Belt, anticipated to be 75 feet (not to exceed 100 feet) on each side of the center-line of the “as built” Facilities.
 - a. Payments. In exchange for receiving the Easement, Grain Belt shall pay Landowner payments (i) pursuant to that certain Easement Calculation Sheet attached hereto as Exhibit C, and (ii) to the extent applicable, for certain damages as set forth in and in accordance with the terms of the Structure Estimate and Crop Compensation Calculation attached hereto as Exhibit D, in each case pursuant to the Landowner Payment Instructions attached hereto as Exhibit E, and each of which Exhibits shall remain confidential and will be removed prior to any recording of this Agreement.
 - b. Transmission Easement. The Easement includes rights to develop, permit, construct, reconstruct, repair, improve, alter, replace, operate, use, inspect, maintain and remove a transmission line, which transmission line may include poles, towers and structures, such wires and cables as Grain Belt

shall from time to time suspend therefrom, foundations, footings, attachments, anchors, ground connections, communications devices, and other equipment, accessories, access roads and appurtenances, as Grain Belt may deem necessary or desirable in connection therewith (the “**Facilities**”) and to study or inspect in preparation therefor, including survey, soil sampling, geotechnical evaluation, environmental tests, archeological assessments, and transmission and interconnection studies. The Easement may be used for the transmission of electrical energy and for communication purposes, whether existing now or in the future in order to facilitate the delivery of electrical energy.

- c. Site Plan. Prior to construction, Grain Belt shall provide Landowner with a site plan indicating the approximate proposed location of the Facilities, including structures and access roads. No later than twenty (20) days after receipt of the site plan from Grain Belt, Landowner shall provide Grain Belt with Landowner’s comments or proposed revisions to the site plan, if any. Grain Belt shall consider in good faith revising the approximate proposed location of the Facilities based upon any such comments or proposed revisions, in Grain Belt’s discretion. Landowner and Grain Belt agree that after the final engineering design and construction of the Facilities have been completed, Grain Belt will commission a surveyor to create a precise legal description for the Easement Area.
- d. Access Easement. The Easement includes the non-exclusive right of ingress and egress over the Easement itself, over the Property of the Landowner in order to obtain access to the Easement, and over the Property of Landowner adjacent to the Easement and lying between public or private roads and the Easement in such a manner that shall cause the least practicable damage and inconvenience to the Landowner, taking into account proximity to public means of access, terrain, and other geographical and engineering considerations, and Grain Belt’s ability to exercise its rights under this Agreement.
- e. Landowner Notification. Except in the event of an emergency, Grain Belt will provide notice to the Landowner at least 24 hours in advance of accessing the Property for the first time for the purpose of constructing, modifying, or repairing the Facilities.
- f. As-Built. Landowner authorizes Grain Belt to unilaterally record a legal description and/or drawings of the “as built” Facilities to reflect the precise location of the Easement Area. However, upon the request of Grain Belt, Landowner agrees to cooperate with Grain Belt and to join Grain Belt in the execution of an amendment to this Agreement or any other documents in recordable form for the purpose of documenting and recording the precise location of the Easement Area.
- g. Grain Belt Conduct. Any Facilities constructed by Grain Belt will be constructed in a good and workmanlike manner and such Facilities shall be so maintained until the termination of this Easement or removal of such Facilities by Grain Belt.
- h. Gates. After entering or exiting any gate providing access to the Property, Grain Belt shall leave such gate in the same open/close condition as existed prior to such entrance/exit; provided, however, that Grain Belt may, only upon consultation with Landowner, leave such gates open during construction, installation, improvement, replacement, repair and maintenance of the Facilities. Following the construction of the Facilities, should Landowner maintain livestock on the Property, Grain Belt shall be responsible for any and all liability or damages incurred by Landowner and directly caused by the Grain Belt, Grain Belt’s agents, assigns, successor’s failure to properly close any gates on the Property, which gates were opened by Grain Belt, Grain Belt’s agents, assigns or successors.

3. Crop Compensation. Grain Belt will repair or pay, at Grain Belt's option, Landowner or its tenants for any damage to Landowner's or Landowner's tenants' improvements, livestock and/or crops as a result of Grain Belt exercising its rights under this Agreement, whether such damage occurs before, during, or after construction. Crop compensation will be paid in accordance with the methodology set in the Crop Compensation Calculation, attached hereto as Exhibit D. Landowner and Grain Belt agree that the Crop Compensation Calculation or any alternative Crop Compensation Term Sheet executed concurrently with this Agreement is in satisfaction of all loss in crop yields attributed to construction of the Facilities and all routine operation and maintenance throughout the Term of this Agreement and Landowner waives all additional claims for loss in crop yields associated with such construction and routine operation and maintenance. In the event of non-routine maintenance or reconstruction, Landowner and Grain Belt agree to negotiate in good faith regarding compensation paid by Grain Belt to Landowner for all loss in crop yields attributed to such non-routine maintenance or reconstruction, with the intent that the Landowner be made whole for any damages or losses that occur as a result of non-routine maintenance or reconstruction.
4. Clearance Easement. Notwithstanding Section 3 above, Grain Belt shall, without being liable for damages, have the right from time to time, including after the initial construction of the Facilities, to: (a) clear the Easement Area of any improvements or other structures installed by Landowner after the execution hereof to the extent that they interfere with Grain Belt's ability to exercise its rights under this Agreement, except fences (provided Grain Belt shall at all times have access through any such fence by means of a gate (at Grain Belt's cost)); (b) control, cut down, trim and remove trees and underbrush from the Easement Area; and (c) cut down and trim any tree located encroaching upon the Easement Area or Facilities that in the reasonable opinion of Grain Belt may interfere with the safety, proper operation and/or maintenance of the Facilities. Landowner may retain the right to trees of commercial value. When clearing easement, Grain Belt shall: (a) coordinate with the Landowner regarding disposition of trees of commercial value at least 30 days before the commencement of clearing; (b) if requested by Landowner, cut logs 12" in diameter or more into 10 to 20 foot lengths and stack them just outside the right-of-way for handling by the Landowner; (c) cut stumps as close to the ground as practical, but in any event will be left no more than 4 inches above grade; (d) treat stumps to prevent regrowth consistent with industry best practices and subject to vegetation types, site specific land uses, and any environmental sensitivities; (e) notify Landowner of the Transmission Vegetation Management Policy and of the specific vegetation treatments for Landowner's property; (f) reseed disturbed areas consistent with reclamation best practices in consultation with Landowner, restoration specialists, and government agencies; (g) follow best practices to minimize erosion, with particular practice employed at a given location depending upon terrain, soil, and other relevant factors.
5. Non-Interference. Landowner shall have the right to use the Easement Area for normal farming and grazing, hunting, recreation, and any other purposes provided that (a) hunting shall not be done in a manner that could reasonably endanger personnel constructing the Facilities, (b) Grain Belt shall at all times have access through any fences to the Easement Area by means of a gate, and (c) such uses do not interfere with electrical safety or Grain Belt's rights and permitted use of the Easement for the purposes described herein. Landowner shall not engage in any activity or grant any rights to third parties in the Easement Area that would interfere with Grain Belt's use of the Easement, including, without limitation, the drilling or operation of any well, construction of any building or other structure, changing of the existing grade, or installation of any utility or other line, main, conduit, fixture or other appurtenance within, under, upon or over the Easement Area, without in each case the prior written consent of Grain Belt, which consent shall not be unreasonably withheld. Landowner acknowledges and agrees that during the initial construction of the Facilities or any major work on the Facilities during which periods Grain Belt shall work expeditiously to complete such construction or work with reasonable diligence, Landowner may not have access to or use of the Easement Area for any purpose

so as to avoid interfering with such construction or other repair work and in order to allow Grain Belt to maintain the safety of persons and property during such construction or other repair work.

- 6. Title to Facilities and Property. Grain Belt shall have no ownership interest in fee title to the Property. Grain Belt will retain title to the Facilities and shall have the right to remove them from the Property at any time. Landowner shall have no ownership interest in or to any Facilities. Nothing in this Agreement, however, shall be construed as requiring Grain Belt to install or operate the Facilities. Grain Belt shall have the right to quietly and peaceably hold, possess and enjoy the Easement for the duration of this Agreement, without hindrance or molestation, and Landowner shall defend Grain Belt’s right of use and occupancy to the same against the claims of all persons. When executed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms.
- 7. Representations. Landowner represents, warrants and covenants that they are the true and lawful owners of the Property, have good and marketable title to the Property, have the unrestricted right, power and authority to grant and convey the Easement as herein provided, and that there are no recorded or unrecorded liens, encumbrances, leases (including oil, gas and/or other mineral interests), easements, licenses, rights of way, mortgages, deeds of trust, conservation easements or other exceptions that could interfere with Grain Belt’s operations on the Property, except as noted below:

Landowner shall fully cooperate and assist Grain Belt, in removing or limiting such interference, including obtaining a subordination and non-disturbance agreement.

- 8. Cooperation. Landowner shall cooperate with Grain Belt (including signing in Landowner’s name, if necessary), at no expense to Landowner, in applying for, complying with or obtaining any approvals and consents, environmental reviews, or any other permits, licenses, approvals or consents requested by Grain Belt for the financing, construction, installation, replacement, relocation, maintenance, repair, operation or removal of the Facilities and any other improvements made by Grain Belt and permitted in this Agreement. Landowner shall take no actions that would cause Grain Belt to fail to comply with permits, approvals, or consents of any governmental authority having jurisdiction over the Property once issued. To the extent permitted by law, Landowner hereby irrevocably waives enforcement of any applicable setback requirements respecting the location of Facilities.
- 9. Taxes. Landowner shall pay all taxes, assessments, or other governmental charges, general and specific, that shall or may during the Term be imposed on, or arise in connection with the Property itself; provided, however, during the Term Grain Belt shall be liable for any incremental increase in such taxes, assessments, or other governmental charges for the Property directly or indirectly resulting from the presence of the Facilities on the Property. Grain Belt shall pay all taxes, assessments, or other governmental charges that are due and payable with respect to the Facilities on the Property.
- 10. Insurance. Grain Belt shall procure and maintain at its sole cost and expense throughout the Term of this Agreement, a policy or policies of liability insurance in amounts not less than a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate, insuring against any and all liability to the extent obtainable for injury or death of a person or persons or damage to property occasioned by or arising out of or in connection with the use, construction, and occupancy of the Property, such liability limit may be maintained with a combination of primary and excess coverage in a manner permitted under Kansas law.

11. Termination. Grain Belt may terminate this Agreement at any time by providing written notice to Landowner and removing Facilities from the Property as soon as practicable whereupon all further rights and obligations under this Agreement shall terminate. In the event the Facilities are permanently retired from service, Grain Belt shall promptly issue termination notice to Landowner. Upon such termination of this Agreement, Grain Belt shall, as soon as practicable thereafter, (i) file a release of the Easement in the real property records of the county in which the Property is located, (ii) remove above-ground and below-ground (to a depth of three (3) feet below grade) Facilities from the Property and (iii) secure, maintain and dispose of debris with respect to the Facilities. All of the Property disturbed by Grain Belt shall be restored to a condition reasonably similar to its original condition. Reclamation shall include, as reasonably required, leveling, terracing, mulching and other reasonably necessary steps to prevent soil erosion.
12. Default. If either Party defaults in performance of an obligation under this Agreement the non-defaulting Party shall not have the right to exercise any remedies hereunder if the default is cured within sixty (60) days of receiving written notice of such default from the non-defaulting Party specifying in detail the default and the requested remedy (the “**Notice of Default**”); provided, that if the nature of the default requires, in the exercise of commercially reasonable diligence, more than sixty (60) days to cure then the non-defaulting Party shall not have the right to exercise any remedies hereunder so long as the defaulting Party commences performance of the cure within sixty (60) days of receipt of Notice of Default and thereafter completes such cure with commercially reasonable diligence. Subject to the limitations set forth in this Section 12, should a default remain uncured beyond the applicable cure periods the non-defaulting Party shall be entitled to exercise any remedy available at law or equity. Notwithstanding the foregoing, anything to the contrary contained in this Agreement, or any rights at law or in equity, in the event there are Facilities located on the Property, in no event shall any default of this Agreement beyond applicable cure periods terminate, or entitle any Party to terminate, this Agreement or any Easement or right granted hereunder unless expressly pursuant to the provisions of Exhibit C hereof and, if after the commencement of construction, only after exhausting all other remedies at law and equity.
13. Notices. All notices under this Agreement shall be in writing and shall be considered given either (i) when delivered in person, (ii) upon deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, or (iii) upon deposit with an overnight courier service addressed by name and address to either party to this Agreement, addressed to the mailing address set forth above. Either party may, by written notice given at any time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Landowner may designate alternate contact information for informal communications pursuant to the form attached as Exhibit E.
14. Right to Mortgage. The rights of Grain Belt under this Agreement may be sold, assigned, mortgaged or leased, in whole or in part, by Grain Belt at any time. In the event of any such sale, assignment or lease by Grain Belt of its interests in this Agreement (in whole or in part), Grain Belt shall be released from its obligations under this Agreement to the extent of such sale, assignment or lease provided that any such purchaser, assignee, or lessee assumes all of Grain Belt’s obligations under this Agreement.
15. Benefits and Burdens. The Easement and any restrictions of this Agreement are covenants running with the Property and land affected and shall be binding on and inure to the benefit of Landowner and Grain Belt, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming by, through or under them. In furtherance of the foregoing, Landowner acknowledges and agrees that any and all sums due under this Agreement, including, without limitation, under the Easement Calculation Sheet and the Structure and Damages Calculation

Sheet shall be paid only to the then owner of record of the Property at the time the applicable payment is due.

16. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kansas. Landowner and Grain Belt agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If Landowner and Grain Belt are unable to resolve amicably any dispute arising out of or in connection with this Agreement, subject to the limitations as otherwise set forth herein each shall have all remedies available at law or in equity in state and federal courts in the State of Kansas.
17. Indemnification; Waiver of Claims
- a. Grain Belt shall indemnify and hold harmless Landowner and any tenants of Landowner from any and all liability, claims, suits, demands, actions, loss, damage and expense, including court costs and reasonable attorney's fees, for injury to persons or damage to property caused by Grain Belt, or Grain Belt's agents and representatives, in the exercise of Grain Belt's rights under this Agreement (collectively "**Claims**"), except to the extent resulting from Landowner's or such tenant's, as applicable, breach of the terms of this Agreement or from Landowner's or such tenant's, as applicable, gross negligence or intentional misconduct.
 - b. Grain Belt's indemnification obligation hereunder includes all Claims brought by Grain Belt's employees, agents, contractors, subcontractors or other representatives related to any work performed on the Property in connection with the exercise of Grain Belt's rights in this Agreement.
 - c. Grain Belt agrees that it shall not pursue, and hereby waives, any Claims against Landowner, except to the extent caused by Landowner's breach of this Agreement, gross negligence or intentional misconduct; provided however, this Section 17(c) shall not limit any of Grain Belt's remedies for breach of the terms of this Agreement.
18. Subordination. Landowner hereby consents to Grain Belt contacting any lender, mortgagee or other pre-existing holder of a lien or interest in the Property in order to secure a subordination and or non-disturbance agreement in recordable form for the benefit of the parties. Upon the request of Grain Belt, Landowner agrees to fully cooperate with Grain Belt in order to secure a subordination and or non-disturbance agreement from each lender, mortgagee or other pre-existing holder of a lien or interest in the Property. Landowner shall not be required to incur any third party out of pocket expenses in connection with assisting Grain Belt in the pursuit of the foregoing subordination and or non-disturbance agreements; all such third party out of pocket expenses relating to the same shall be paid by Grain Belt. At no additional cost to Landowner, Landowner further agrees to cooperate with Grain Belt's efforts to obtain financing, including providing any documents reasonably requested by Grain Belt, its lenders or as otherwise reasonably required to effectuate the purposes of this Agreement.
19. Estoppel Certificates. Landowner shall promptly execute such estoppel certificates (certifying as to such matters as Grain Belt may reasonably request, including, without limitation, that no default or failure to perform then exists under this Agreement, if such be the case) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as Grain Belt, any transferee or Mortgagee may reasonably request from time to time. At Grain Belt's option, such certificates, consents and agreements may be recorded in the relevant recording office. Landowner hereby consents to such recording.
20. Joint Ownership. If one or more persons, partnerships, corporations, trusts or other entities execute this Agreement as Landowner or have an ownership interest in the Property from time to time, the obligations of Landowner under this Agreement shall be the joint and several obligations of each such

person, partnership, corporation, trust or other entity. All such persons, partnerships, corporations, trusts or other entities agree that they shall be solely responsible for allocating any payments made under this Agreement between themselves and that Grain Belt shall have no obligation to make any allocation.

21. Severability. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.
22. Reserved.
23. Applicable Laws. Landowner and Grain Belt acknowledge their desire for the provisions of this Agreement to comply with all applicable Kansas and federal laws. As such, it being understood and agreed that if this Agreement does not comply in all respects with Kansas law or federal law, then this Agreement shall nonetheless remain in full force and effect, and shall be amended, in the manner that is fairest to each party, to cause such compliance to occur; and Landowner and Grain Belt agree to execute any amendments to this Agreement or a new easement (in such form reasonably requested by Grain Belt) as may be necessary for that purpose. To the extent there is any question regarding the validity or enforceability of this Agreement due to the effect of any applicable Kansas law or federal law, relating to transmission leases or easements now or hereafter enacted, the parties hereby agree to amend the Agreement as set forth above and each party hereby waives its rights under any such existing or hereinafter enacted laws.
24. Hazardous Materials. Neither Grain Belt nor Grain Belt's agents or representatives shall violate any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of asbestos-containing materials, petroleum and petroleum products, explosives or any other substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property (each, a "**Hazardous Material**"). Grain Belt shall promptly notify Landowner if any such violation occurs.
25. Counterparts. This Agreement, and any amendment hereto, may be executed in multiple counterparts and, when executed by all parties, shall constitute one agreement effective and binding on all parties.
26. Waiver of Jury Trial. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.
27. Recordation. This Agreement may be recorded in the official records of the county in which the Property is situated; provided, however, the financial terms of this Agreement (as indicated in Exhibits C, D and E) shall be redacted from such recorded copy.

28. USDA Programs. If any portion of the Property is removed from a U.S. Department of Agriculture program (such as Conservation Reserve Program, Conservation Stewardship Program, Environmental Quality Incentives Program, or similar) (“**USDA Program**”) or if Landowner’s payments due under such USDA Program are reduced due to Grain Belt’s installation of Facilities on the Property, Grain Belt shall reimburse Landowner for any verified rent payments, cost share payments, interest, and/or any other costs or fees that may be incurred by Landowner. Upon Grain Belt’s request, Landowner shall provide Grain Belt with a copy of its USDA Program agreement or such other documentation that will verify the costs and fees for which Grain Belt shall be responsible for reimbursing Landowner. In the event Landowner enters into a new USDA Program contractor after the effective date of this Agreement, Landowner shall notify Grain Belt and provide a copy of the USDA Program agreement. Grain Belt acknowledges that such USDA Program contracts may be held in the name of Landowner or such other entity that Landowner may designate from time to time.

[Signature page follows]

IN WITNESS WHEREOF, Landowner and Grain Belt have entered into and made this Agreement effective on the date first set above.

LANDOWNER:

[BUSINESS NAME]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF LANDOWNER

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 20__,
_____, who executed the foregoing
instrument as _____ of [BUSINESS NAME], and acknowledged the same.

(S E A L)

Name: _____
Notary Public, State of _____
My Commission Expires: _____

EXHIBIT A

Legal Description

[Legal Description]

Section ##, Township ##, Range ##

PIN No.: [Tax ID Number]

EXHIBIT B

Depiction of the Transmission Easement Area

TO BE REPLACED BY MAP

Map will contain:

The attached map is for ease of reference only. At all times, the Legal Description in Exhibit A shall prevail.

**Grain Belt Express
Exhibit C – Easement Calculation Sheet**

This Easement Calculation Sheet is made a part of that certain Transmission Line Easement Agreement ("Agreement") granted by Landowner to Grain Belt. All terms not defined in this exhibit shall have the meaning attributed to them in the Agreement.

Tract Number: KS-XX-XXX.XXX **Landowner:** [FULL GRANTOR NAME(S)]

Calculation of Total Easement Consideration

Area ID	Length (ft)	Width (ft)	Area (acres)	Land type	Market Value ¹	Adjustment	Consideration
KS-XX-XXX.XXX	####	150	####.##	Cropland	\$/[per acre]	110%	\$/[Consideration]
"Total Easement Consideration":²							\$/[Total Easement Consideration]

Notes:

1. Market value is based on studies of sales of similar properties and is expressed in dollars per acre.
2. If the final easement area is larger than listed above, then Grain Belt will recalculate the Total Easement Consideration using that area and within 90 days of completion of construction it will pay Landowner an extra Balance Payment to account for the higher Total Easement Consideration.

Schedule for Payment of Total Easement Consideration

Name	Description	Amount
Initial Payment	20% of Total Easement Consideration. Due within 30 days of the Effective Date	\$/[20% amount]
Extension Payment	10% of Total Easement Consideration. Due on or before the third (3 rd) anniversary of the Effective Date. Paid at the option of the Grain Belt.	\$/[10% amount]
Balance Payment ³	Total Easement Consideration, less the Initial Payment, less any Extension Payment. ² Landowner may elect to receive this payment in a lump sum, or in annual payments. ⁴ Lump sum or first annual payment due before the Easement Compensation Deadline ¹ .	\$/[70% amount]

Notes:

1. Unless extended by a Grain Belt extension payment, the **"Easement Compensation Deadline"** is the earlier of (i) the date construction crews access the Property to install structures or wires, or (ii) the date three years after the Effective Date, or six years if extended.
2. Balance Payment shown assumes that the Extension Payment is paid.
3. Landowner acknowledges and agrees that Grain Belt is under no obligation to pay the Balance Payment, but that if Grain Belt fails to do so on or before the Easement Compensation Deadline, subject to the cure provision in the Agreement, the Agreement shall terminate. Upon such a termination, Landowner shall retain the Initial Payment and any Extension Payment (if applicable), and Grain Belt shall have no further obligation or other liability to Landowner.
4. If elected by Landowner, Balance Payments will be paid annually. The first payment will be 5% of the lump sum Balance Payment and subsequent payments will be escalated by 2% every year.

Landowner preference (initial): _____ lump sum or _____ annual payments.

Acceptance

Landowner: _____ DATE: _____

Grain Belt: _____ DATE: _____

Grain Belt Express

Exhibit D – Structure Estimate and Advance Crop Compensation Calculation

This Structure Estimate and Advance Crop Compensation Calculation is made a part of that certain Transmission Line Easement Agreement ("Agreement") granted by Landowner to Grain Belt. All terms not defined in this Exhibit shall have the meaning attributed to them in the Agreement.

Tract Number: KS-XX-XXX.XXX Landowner: [FULL GRANTOR NAME(S)]

Structure Estimate

Number of Structures ^{1,5}	Structure Type ²	Rate ³	Payment options ³	Payment	Landowner Selection (initial one)
	Monopole	\$6,000 per structure	Lump Sum	\${total struct.]	_____
			---OR---		
		\$500+ per structure	Annual	\${annual struct]+ per year ⁴	_____
	Lattice	\$18,000 per structure	Lump Sum	\${total struct.]	_____
			---OR---		
		\$1,500+ per structure	Annual	\${annual struct]+ per year ⁴	_____

Notes:

- Number of structures is estimated using a linear footage formula. The actual structure payment will be based on the final design and actual number of structures to be installed, which could be more or less than shown above.
- The payment rate shown above assumes installation of structure(s).
- Grain Belt will pay Landowner either a one-time lump sum payment or annual payments, depending on selection above. After the initial annual payment, annual payments will be escalated annually by 2%.
- Lump sum or first annual payment is due December 31st of the year construction crews access the Property to install structure(s).
- If a structure is placed on a property line, each parcel will receive one-half (50%) of the structure payment, regardless of the exact placement of the structure on the property line.

One-Time Advance Crop Compensation Calculation – To Be Determined Prior to Construction

Crop Type	Length (ft)	Width (ft)	Area (acres) ³	Price	Yield	Adjustment ²	Compensation
Corn	TBD	TBD	TBD	TBD	TBD	300%	TBD
Soybeans	TBD	TBD	TBD	TBD	TBD	300%	TBD
Wheat	TBD	TBD	TBD	TBD	TBD	300%	TBD
Timber ⁵	TBD	TBD	TBD	TBD	TBD	100%	TBD
Other	-	-	-				
“Total One-Time Advance Crop Compensation”:							TBD

Notes:

- The advance crop payment represents the total anticipated loss and costs due to construction including reduced yields, compaction, seed, and fertilizer. The payment is calculated based on the type of crop planted or to be planted in the easement area during the year construction commences, typical yields, and expected crop prices.
- The adjustment factor is set to cover full crop loss for construction Year 1 plus reduced yields from soil compaction and other temporary impacts assumed to occur in Years 2, 3, 4, and 5. These impacts will be compensated at, respectively, 100%, 80%, 60%, 40%, and 20% (300% total).
- If Landowner suffers crop damages during construction that are greater than the 50 feet used in the above calculation, Landowner may notify Grain Belt, and Grain Belt shall pay the additional compensation based on the formula described above.
- If future crop damages result from Grain Belt's operations and maintenance, Grain Belt shall compensate Landowner for any such loss using the same formula described above.
- For losses of marketable timber, the compensation price shall be based on the timber value as determined by a certified forester. The timber removed shall still belong to Landowner and may be sold or used by the Landowner.
- Advance Crop Compensation is due on or before the date construction crews access the Property to install structures or wires.

Acceptance

Landowner: _____ DATE: _____
 Grain Belt: _____ DATE: _____

Grain Belt Express
Exhibit E – Landowner Contact Information and Payment Authorization Form

This form is made a part of that certain Transmission Line Easement Agreement ("Agreement") granted by Landowner to Grain Belt. All terms not defined in this Exhibit shall have the meaning attributed to them in the Agreement.

Tract Number: KS-XX-XXX.XXX Landowner: [FULL GRANTOR NAME(S)]

Official Notices

If Landowner requests official notices to parties other than those on page 1, please indicate below:

Primary Contact for Notices	Additional Contact for Notices

Landowner Contact Information

Landowner's preferred contact methods for informal communications are (fill in all that apply):

Mailing Address	Phone	Email
	Name: _____ Number: _____ Type of Number: _____	

Payment Instructions

Landowner hereby elects each payment due to be made as follows (check one):

- Option A. A single check payable to all persons or entities comprising Landowner, or its permitted successors and assigns. This is the default method of payment.

-- OR --

- Option B. Separate checks issued to the following payees in the following percentages:

Payee:		
% of payment	____%	____%

If Option B is selected, by signatures below each person or entity holding record title to the Property hereby agrees that all payments are legally permitted to be made as specified above and that no other party shall have any right to such payments.

Landowner: _____ DATE: _____

Ownership Change

If Landowner transfers any of its fee title interest in the Property, Grain Belt will pay the prior landowner until the date sixty (60) days after Grain Belt receives all of the following: (i) notice of the transfer of any fee title interest in the Property with the new landowner's name and address, (ii) a completed Internal Revenue Service Form W-9 for the new landowner, and (iii) the executed document evidencing the transfer of fee title interest in the Property to the new landowner (collectively, "Notice Documents").

If the Notice Documents are not delivered to Grain Belt and a disagreement arises among the prior and new landowner, the disagreement shall be resolved between the landowners, and each landowner shall hold Grain Belt harmless. Grain Belt shall have no obligation to change to whom the payments are made until it receives the Notice Documents and satisfactory evidence that the disagreement has been resolved.