

Before the
STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

In the Matter of the Investigation into the Principles and Priorities to be Established for Evaluating the Reasonableness of the Location of a Proposed Transmission Line in Future Line Siting Proceedings.

Docket 24-GIME-102-GIE

INTERVENOR KANSAS FARM BUREAU'S POST-WORKSHOP COMMENTS

COMES NOW The Kansas Farm Bureau ("KFB" or "Intervenor"), following the Technical Workshop held on November 1, 2024, and respectfully submits the following post-workshop comments.

A. Comments on Staff's proposed Definitions.

In response to Staff's request at the workshop for a redline of any changes to their proposal, KFB recommends the following changes to only two of the definitions, so will forego attaching a separate full redline of the staff proposals.

1. **Rural ~~1-mile~~** outside of the corporate limits of a municipality or ~~1-mile~~ outside of non-incorporated areas with housing densities similar to municipalities in Kansas.
 - a. Explanation – It is very common for agricultural land and operations to exist just outside the boundaries of rural municipalities. The one-mile buffer should be removed.
2. **Center Pivot Irrigation** refers to the potential effects of a transmission line within agricultural areas which are irrigated utilizing center pivot equipment. Routes shall be compared based on the area ~~of right of way of land that will be impacted by a~~

transmission line's interference with ~~in~~ a center pivot irrigation system, whether located within or outside a right of way.

- a. Explanation - At the technical workshop, many parties expressed a desire to limit this factor in some way to reflect only where the center pivot irrigation system is impacted by the transmission project. We believe our proposed edits accomplish this, along with recognizing that irrigation impacts can occur outside of a right of way.

Additionally, KFB reserves comment as to Residential Proximity criterion based on Staff's recommendation that health and safety concerns be investigated and addressed in a separate docket. Our concern is that any transmission line could be placed within 0-150 feet of a residence (or greater distances) without having a clear understanding of the health impacts such line could have on the persons living in that residence.

B. Comments on Staff's Recommendation 2 – Standard Criteria and Weighting:

At the technical workshop, Staff requested that Intervenors provide a list of their top five (5) criteria, with weighting recommendations. KFB chooses to leave appropriate weighting determinations to staff, but would set forth what it contends are the top five (5) siting criteria, in order of importance:

No	Criteria
1	Residential Proximity
2	Length not along Parcel Boundaries
3	Length not along Roads
4	Center Pivot Irrigation Impacts
5	Agricultural Structure Proximity

In making this list, KFB does not minimize the impact of the other criteria, and would like to offer some additional comments. Impacts to the other criteria can largely be addressed through adequate protocols adopted by a transmission company. These protocols, at a minimum, could help mitigate impacts to agricultural land, whether it be cultivated crop or pastureland. Adequate protocols would also set forth a commitment from a transmission company to cure any impacts a transmission line might have on center pivot or flood irrigation systems, by paying for irrigation system modifications or through the payment of damages for lost production, to make the landowners whole from those impacts.

C. Comments on Staff’s Recommendation 3 – Required Documentation

KFB policy supports requiring routing studies in future line-siting dockets. Additionally, KFB asserts that requiring protocols in future line-siting dockets could be one of the most important outcomes of this line-siting investigation. These protocols help lessen the burden when well-executed criteria and weighting still result in impacts to landowners and agricultural operations. The following concepts should be included in Agricultural Impact Mitigation Protocols and Landowner Protocols, which may be simpler to understand and manage if combined into a single protocol document that addresses them all:

1. **Agricultural Impact Mitigation Protocols** should, at a minimum, contain provisions like the following:
 - a. Advance notice to landowners and tenants (if applicable), and coordination when the transmission company will need to access their owned or managed land.

- b. Designation of one or more company point(s) of contact that has education or experience in agriculture that may be contacted by landowners when agricultural impact mitigation work is inferior.
- c. Standards for support structures and above-ground facilities that minimize impact to agricultural land and operations (e.g. no guy-wires unless approved in advance by the landowners).
- d. Mechanisms to address impacts to important agricultural improvements, including drainage tiles, terraces, and irrigation systems. Such mechanisms may require preemptively addressing lightning mitigation measures for nearby structures and underground irrigation wells, or mitigation when metal fencing or agricultural structures become energized by stray voltage from the transmission line.
- e. Soil protection measures; including decompaction, fertilization, stabilization, repair of damaged soil conservation practices, and erosion prevention; removal of construction debris upon completion of construction.
- f. Restoration of soil following construction or operation activities, including segregation and replacement of topsoil and reestablishment of vegetative growth that existed prior to disturbance.
- g. Reliance on scientific standards for agricultural impact mitigation work, like those established by NRCS, FSA, agricultural extension offices, and land grant universities.
- h. Gate installation and maintenance procedures.

- i. Methods for determining adequate transmission line height to ensure safety of continued agricultural operations under and around the line.
- j. Procedures for tree and brush removal, including compensation for removal of trees with commercial value.
- k. Maintenance of noxious weeds and other growth within the right of way.
- l. Compensation for:
 - i. Any lost revenue from agricultural or conservation program unenrollment.
 - ii. Repair of any damage to soil conservation practices (terraces, grassed waterways, etc.) that is caused by construction or operation activities.

2. **Landowner Protocols** should, at a minimum, contain provisions like the following:

- a. A code of conduct with concepts of good faith and fair dealing (either standalone, or incorporated into landowner protocols) for company employees, agents, and subcontractors, requiring conduct like the following:
 - i. Factual statements, and correction of incorrect information shared with landowners.
 - ii. Maximum transparency about the transmission project.
 - iii. Provision of company protocols guiding landowner interaction and agricultural impact mitigation.

- iv. Points of contact with each company working as an agent or subcontractor for the project, as well as a direct point of contact for the transmission company.
 - v. Respectful interactions with landowners which are absent of threat and coercion.
 - vi. Vacation of a person's property and discontinuance of communications when such is requested by the landowner, along with additional guidelines for handling landowners who are not interested in participating.
 - vii. Privacy in communications.
- b. Engagement in the siting process
- i. Involvement of landowners early in the routing process through public and private meetings.
 - ii. Provision of clear information and useful maps.
 - iii. A review and approval process for landowner-requested micro-siting changes to the project impacting their property.
- c. Landowner Compensation
- i. Methods for appraisal of properties, plus procedures for making consistent offers to each landowner based on the attributes and use of their land.
 - ii. Easement payments at an amount greater than fair market value when eminent domain authority exists.

- iii. The option for landowners to elect a one-time payment for the easement, or annual payments for the life of the project.
 - iv. A commitment to make landowners whole for any and all damages to their land and agricultural operation as a result of the project, for the life of the project, with clearly set guidelines for determining and calculating adequate compensation.
 - v. An optional appeals process for when compensation proposed by a transmission company is deemed inadequate by the landowner.
- d. Established setbacks from residential and agricultural structures that are based on scientifically-proven health and safety information.
 - e. A commitment to remediate diminished communication circuits caused by transmission structures and interference.
 - f. Adequate procedures for mapping and tracking obligations of the transmission company based upon terms negotiated by landowners, by parcel.
 - g. Reasonable timelines for mitigation actions to take place.
 - h. Decommissioning
 - i. Establishment and maintenance of a decommissioning fund, or other financial assurance, adequate to perform wind-up activities, that remains in place for the life of the project and through completion of wind-up activities.

- ii. Protocols addressing infrastructure removal and land restoration activities, and procedures for completing them, in the event that a transmission project is retired from service or abandoned.
- i. Indemnification of landowners and tenants (along with their heirs, successors, legal representatives, and assigns) to adequately protect them from any and all liability associated with the electric transmission line, unless caused by the indemnitees' intentional acts or willful omissions.

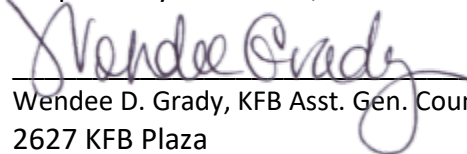
3. **Example Protocols for Scope and Detail.** The protocols should be similar in scope and detail to the protocols attached hereto as Exhibits A-1 Code of Conduct, A-2 Missouri Landowner Protocol, and A-3 Missouri Agricultural Impact Mitigation Protocol. The Exhibits are from the Grain Belt Express, an Invenergy Transmission Project, and they are a great example of guidelines and procedures essential for the respectful and fair treatment of landowners, as well as mitigation of impacts to agricultural land. Previous KFB comments cited these Exhibits as having been filed in a separate docket before the Commission, but some Intervenors seemed unaware of their existence or contents. We are attaching them here to avoid any uncertainty or confusion.

4. **Binding Nature and Enforceability of Protocols.** The protocols should be binding and enforceable. Without enforceability, these protocols become merely aspirational words and do not adequately protect landowners and agricultural operations impacted by transmission projects when transmission company actions fall short of the protocols they have adopted. Furthermore, enforceability prevents transmission companies who may wrongfully use the protocols simply as a way to garner goodwill with landowners and induce them into granting an easement. There are at least a couple ways

to accomplish enforceability: 1) incorporate the terms of the protocols into easement agreements signed by the landowners and the transmission company, and 2) require the filing of protocols in line-siting cases before the Commission. While each method has value, one clear advantage, from a landowner standpoint, is the Commission's involvements if protocols are required to be filed in line-siting cases, assuming landowners would be able to file complaints with the Commission for violations of the protocols by a transmission company. This form of recourse by a landowner could remove the financial barriers of litigating such violations in court, and would give the Commission insight as to transmission companies who are working diligently to be good neighbors with the landowners that are impacted by their transmission projects.

WHEREFORE, Intervenor thanks the Commission and other parties for their consideration of these post-workshop comments.

Respectfully submitted,



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On this 8th day of November, 2024, I hereby certify that a true and correct copy of the foregoing Intervenor Kansas Farm Bureau's Post-Workshop Comments was furnished, by means of electronic service, to the following parties:

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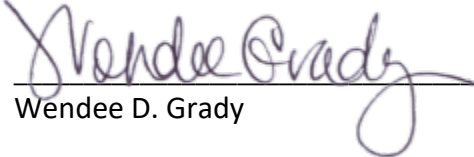
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Grain Belt Express

An INVENERGY TRANSMISSION Project

Code of Conduct

Grain Belt Express requires that its employees and representatives follow a Code of Conduct, which provides that all representatives treat every landowner with consideration and respect. In addition, Grain Belt Express strives to build and maintain long-lasting relationships with landowners by working in a respectful and collaborative manner for the life of the project. Below is the text of the Code of Conduct.

Grain Belt Express Project Code of Conduct for Right-of-Way Agents and Subcontractor Employees

This Code of Conduct applies to all communications and interactions with property owners and occupants of property by all right-of-way agents and subcontractor employees representing Grain Belt Express in the negotiation of right-of-way and the performance of surveying, environmental assessments and other activities for the Grain Belt Express project on property not owned by Grain Belt Express.

I. All communications with property owners and occupants must be factually correct and made in good faith.

- a. Do provide maps and documents necessary to keep the landowner properly informed.
- b. Do not make false or misleading statements.
- c. Do not purposely or intentionally misrepresent any fact.
- d. If you do not know the answer to a question, do not speculate about the answer. Advise the property owner that you will investigate the question and provide an answer later.
- e. Follow-up in a timely manner on all commitments to provide additional information.
- f. Do not send written communications suggesting an agreement has been reached when, in fact, an agreement has not been reached.
- g. If information provided is subsequently determined to be incorrect, follow up with the landowner as soon as practical to provide the corrected information.
- h. Do provide the landowner with appropriate contact information should additional contacts be necessary.

II. All communications with property owners and occupants of property must be respectful and reflect fair dealing.

- a. When contacting a property owner in person, promptly identify yourself as representing Grain Belt Express.

- b. When contacting a property owner by telephone, promptly identify yourself as representing Grain Belt Express.
- c. Do not engage in behavior that may be considered harassing, coercive, manipulative, intimidating or causing undue pressure.
- d. All communications by a property owner, whether in person, by telephone or in writing, in which the property owner indicates that he or she does not want to negotiate or does not want to give permission for surveying or other work on his or her property, must be respected and politely accepted without argument. Unless specifically authorized by Grain Belt Express, do not contact the property owner again regarding negotiations or requests for permissions.
- e. When asked to leave property, promptly leave and do not return unless specifically authorized by Grain Belt Express.
- f. If discussions with the property owner become acrimonious, politely discontinue the discussion and withdraw from the situation.
- g. Obtain unequivocal permission to enter property for purposes of surveying or conducting environmental assessments or other activities. Clearly explain to the property owner the scope of the work to be conducted based on the permission given. Attempt to notify the occupant of the property each time you enter the property based on this permission.
- h. Do not represent that a relative, neighbor and/or friend have signed a document or reached an agreement with Grain Belt Express.
- i. Do not ask a relative, neighbor and/or friend of a property owner to convince the property owner to take any action.
- j. Do not represent that a relative, neighbor and/or friend supports or opposes the Grain Belt Express project, unless asked.
- k. Do not suggest that any person should be ashamed of or embarrassed by his or her opposition to the Grain Belt Express project or that such opposition is inappropriate.
- l. Do not suggest that an offer is “take it or leave it”.
- m. Do not threaten to call law enforcement officers or obtain court orders.
- n. Do not threaten the use of eminent domain.

III. All communications and interactions with property owners and occupants of property must respect the privacy of property owners and other persons.

- a. Discussions with property owners and occupants are to remain confidential.
- b. Do not discuss your negotiations or interactions with other property owners or other persons.
- c. Do not ask relatives, neighbors and/or friends to influence the property owner or any other person.



Grain Belt Express
An Invenergy Project

Missouri Landowner Protocol

**For Right-of-Way Acquisition for
the Grain Belt Express**

Invenergy

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Introduction

The Grain Belt Express ("Grain Belt Express Project" or "Project") has established the Landowner Protocol ("Protocol") as part of Grain Belt Express LLC's ("Grain Belt Express" or "Company") approach to Right-of-Way ("ROW") acquisition for the Project, in order to recognize and respect the interest of the landowners. The Landowner Protocol is a comprehensive policy of how Grain Belt Express interacts, communicates, and negotiates with affected landowners. The Landowner Protocol includes: the establishment of a Code of Conduct, the Company's approach to landowner and easement agreement negotiations, the Company's compensation package, updating of land values with regional market studies, the Missouri Agricultural Impact Mitigation Protocol ("MO Ag Protocol"), the tracking of obligations to landowners, the availability of arbitration to landowners, and the establishment of a decommissioning fund.

1. Code of Conduct

Grain Belt Express has implemented a Code of Conduct for its employees and ROW acquisition agents, with the goal of acquiring voluntary transmission line easements by respectfully talking to and understanding the concerns and priorities of landowners. The Code of Conduct governs all communications and interactions with landowners and occupants of affected property. Grain Belt Express requires all employees, agents and representatives to follow the Code of Conduct, which among other Company principles, requires that (1) all communications with landowners and occupants be factually correct and made in good faith (2) all communications and interactions with landowners and occupants be respectful and reflect fair dealing and (3) all communications and interactions with landowners and occupants respect the privacy of landowners and other persons. Landowners are provided with contact information for both ROW agents, as well as contact information for the corporate office of Invenergy Transmission LLC ("Invenergy Transmission"), the parent company of Grain Belt Express, in order to ensure that a landowner can directly contact the Vice President of Invenergy Transmission or any other corporate employee leading land efforts on behalf of Invenergy Transmission (the "Land Team") to report any possible violations of the Code of Conduct. Reported violations of the Code of Conduct are taken seriously and are investigated by the Vice President and the Invenergy Transmission management team.

2. Approach to Landowner and Easement Agreement Negotiations

Grain Belt Express is committed to conducting easement negotiations in a fair manner that is respectful of property rights. The Company desires to establish and maintain long-lasting relationships with landowners. Grain Belt Express strives to implement the following key elements as part of its approach to easement negotiations:

- Communicating the overall need for the Project to landowners;
- Seeking to actively involve landowners in the routing process during the open-house and public meetings, as well as during one-on-one meetings between land agents and landowners;
- Providing clear information to landowners on the routing criteria used by Grain Belt Express;
- Providing a review and approval process for landowner-requested micro-siting changes on their property;
- Demonstrating respect for private property rights and existing land uses;
- Offering a fair and comprehensive compensation package for transmission line easements, which is described in more detail below;

- Utilizing the same methodology for determining compensation for all landowners in order to ensure that all landowners receive fair and consistent compensation, regardless of who they are or when they sign an easement agreement;
- Listening to landowner concerns and establishing a process for negotiating easement provisions where possible to address these concerns; and
- Documenting agreements with landowners to ensure that negotiated provisions and obligations are met during construction, maintenance and operation.

The goal of these policies is to obtain voluntary transmission line easements. Because of its approach to compensation, which provides options for ongoing annual payments, the Company recognizes that it is entering into a long-term business relationship with landowners and the intent is to start that relationship off based on a solid foundation of respect and fairness. Grain Belt Express's approach to landowner negotiations will not change regardless of when these negotiations take place.

Section 523.227, RSMo, created the Office of the Ombudsman for Property Rights, appointed by the Office of the Public Counsel, to provide guidance to individuals seeking information regarding the condemnation process and procedures. Landowners can contact the Ombudsman at:

Phone: 573.751.4857

Fax: 573.751.5562

Email: mopco@opc.mo.gov

Website: eminentdomain.mo.gov

3. Compensation

There are three primary components to the compensation being offered to landowners on the HVDC portion of Grain Belt Express:

- 1. Easement Payment.** Grain Belt Express will pay landowners for the total acreage comprising the easement area. The easement payment is meant to reflect at a minimum the fair market value of such easement area. The per-acre estimated fair market value of the landowner's property is determined by multiplying the average per acre value of recent sales for similar land types in the county by 110%. (110% is used to ensure a fair estimate.) The easement area of some of the easements to be acquired may be very small in size. Therefore, for such parcels Grain Belt Express will provide landowners with a minimum payment of \$2,000 per parcel, regardless of the size of the easement area on their land.
- 2. Structure Payment.** Grain Belt Express will pay landowners for each transmission line structure on the landowner's property. The landowner has the right to elect to receive a one-time payment or annual payments. Annual payments will be escalated at 2% per year and will be paid for as long as a structure is located on the easement area. Structure payments are based on the type of structure, as follows:

Type of Structure	One-Time Payment	Annual Payment
Monopole or Lattice Mast Structure	\$6,000	\$500
Lattice Structure	\$18,000	\$1,500

- 3. Agricultural Impact Payment.** Grain Belt Express will pay landowners for any agricultural-related impact ("Agricultural Impact Payment") resulting from the construction, maintenance or operation of the Project, regardless of when they occur and without any cap on the amount of such damages. For example, if the landowner experiences a loss in crop yields that is attributed to the operation of the Project, then Grain Belt Express will pay the value of such loss in yield for so long as such losses occur. In other words, the intent is that the landowner be made whole for any damages or losses that occur as a result of the Project for so long as the Project is in operation. Grain Belt Express will pay landowners an advanced Agricultural Impact Payment prior to construction, based on the estimated anticipated damages, with a true-up payment, if needed, paid after construction. Landowners may, at their option, choose to negotiate ongoing recurring Agricultural Impact Payments based on anticipated losses, or a one-time up front Agricultural Impact Payment based on anticipated losses. Due to the uniqueness of each parcel of land, the timing and type of Agricultural Impact Payment are meant to be negotiated with each landowner on a case-by-case basis in order to satisfy the unique characteristics of each parcel of land as well as the specific concerns of each such landowner. With regard to losses of marketable timber, Grain Belt Express will pay the landowner for the value of such marketable timber, as determined by a certified forester, and the timber removed shall still belong to the landowner and may be sold or used by the landowner.

Landowners on the Tiger Connector portion of Grain Belt Express are eligible for all or some of the primary compensation components identified in Section 3, depending on payment options they select. All Tiger Connector landowners will be eligible for Agricultural Impact Payments, as outlined in 3.3, and will also choose between one of the two Payment Options set out below.

- 1. Easement Payment.** Grain Belt Express is offering two payment options for landowners along the Tiger Connector route to choose from:

Payment Option A: An Easement Payment, where the easement value is calculated based on the total acreage comprising the easement area, valued at 150% of market value, and no Structure Payments for structures placed on a landowner's property.

--OR--

Payment Option B: An Easement Payment, where the easement value is calculated based on the total acreage comprising the easement area, valued at 110% of market value, plus a Structure Payment for each structure placed on your property. Under Payment Option B, the structure payment will be the same as reflected above for the HVDC portion of the Project.

Grain Belt Express is only seeking an easement, which will allow Grain Belt Express to use a portion of landowners' property necessary for the placement and operation of a transmission line. The property will still belong to landowners and can be utilized for activities such as farming, recreation, and other activities that do not interfere with the operation of the transmission line. After construction of the facilities, the landowner will retain the ability to continue agricultural production on the entirety of the easement area except for the relatively small footprint of the structures, which typically occupy less than 1% of the total easement area.

4. Update to Land Values

Prior to re-commencing easement negotiations, Grain Belt Express will hire a regional appraisal firm with agricultural expertise to perform county-wide market data studies to determine the average per-

acre value in each county for specific land types (i.e. crop, pasture, timber, etc.), taking into consideration the size of the comparable sales parcels, as well as any agricultural data that is available on soil type or productivity in connection with such sales, such as state available ratings or scales of soil productivity. The appraisal firm will provide comparable fee sales by land use and land productivity in each county for the previous two years (or more if insufficient comparable sales are available for the previous two years). These comparable sales will be averaged to develop an average fair market value for each land use type. Such average values will then be increased by 10% to create the proposed per acre offer for each land use type in each county. In the event that any land values have decreased since Grain Belt Express' previous market analysis, Grain Belt Express will honor the higher per acre offer offered previously to landowners. Every 12 months, Grain Belt Express will analyze and update market data analysis as appropriate in order to determine if there are changes to the average fair market value for each land type in each county.

5. Agricultural Mitigation Policies

Grain Belt Express has established several agricultural mitigation policies to avoid, minimize and mitigate any impacts to agricultural land or activities, which are described in the Missouri Agricultural Impact Mitigation Protocol ("MO Ag Protocol"). To support this effort, the Company has agreed to hire an agricultural inspector (the "Agricultural Inspector") to monitor construction activities and verify compliance with the MO Ag Protocol. Best practices, construction standards and policies detailed in the MO Ag Protocol include:

- landowner/tenant coordination, and advance notice of access to private property;
- provision of Invenenergy Transmission contact information for reporting inferior agricultural impact mitigation work;
- standards for support structure and above ground facilities type and placement;
- mechanisms to address impacts to important agricultural improvements, including drainage tiles, and irrigation systems;
- implementation of soil protection measures; including, decompaction, fertilization, stabilization, repair of damaged soil conservation practices, and erosion prevention; removal of construction debris upon completion of construction;
- repair or compensate landowner to repair any damage to private property;
- topsoil segregation, and soil and rock removal from support structure holes/foundations;
- landowner coordination on clearing of trees and brush, and compensation for trees of commercial value;
- development of Organic Farm Site Plans to mitigate any negative impacts to organic farms;
- indemnification of landowners and tenants from third party claims, losses and expenses;
- gate installation and maintenance procedures;
- remediation of diminished communication circuits due to transmission structures; and
- compensation for any lost revenue from agricultural or conservation program unenrollment.

6. Tracking of Landowner Obligations

Grain Belt Express utilizes geoAMPS software programs to capture and report procedures in place for tracking obligations negotiated by landowners in easement agreements and other legal agreements, as well as any obligations captured by agents or other employees in activity notes or landowner questionnaires ("Landowner Obligations"). Additionally, the primary construction contractor will designate one or more full time employees to act as a liaison among landowners, contractors and

subcontractors and Invenergy Transmission to assist in tracking and addressing Landowner Obligations or other landowner concerns (the "Land Liaison Managers"). Prior to entering a landowner's property for surveys or construction, Grain Belt Express will gather all Landowner Obligations and notify all surveyors, the Land Liaison Managers, and any other field personnel of such Landowner Obligations. During surveys and construction, a member of the Land Team will work with landowners and the Land Liaison Managers and contractors to address any issues or concerns raised by landowners.

The Agricultural Inspector shall monitor construction activities to ensure that such construction activities are performed in compliance with the MO Ag Protocol and any Landowner Obligations. The Agricultural Inspector will have a professional background in agriculture, soil and water conservation, and general farm operations or practices and will receive specific training on the implementation of the MO Ag Protocol. The Agricultural Inspector will be directly available to landowners during construction to address their concerns and to ensure that Grain Belt Express is meeting any Landowner Obligations or the obligations set forth in the MO Ag Protocol. The Land Team will provide the list of Landowner Obligations to the Agricultural Inspector and to the Land Liaison Manager. Landowners will be able to report any violations of these obligations directly to the Agricultural Inspector and if the Agricultural Inspector determines that such a violation exists, the Agricultural Inspector shall have the authority to stop the construction activities that are in violation of the Landowner Obligations or in violation of the MO Ag Protocol. After construction, the Land Team will work with landowners, crop adjusters, the Land Liaison Manager and the Agricultural Inspector to provide for the evaluation and final settlement of any Agricultural Impact Payment in accordance with the provisions negotiated by landowners in their easement agreements. After construction is completed, the Land Team will ensure that every landowner is contacted personally to confirm that all Landowner Obligations and obligations under the MO Ag Protocol were met during construction, to discuss any concerns, and to confirm that all payments were settled. Grain Belt Express will continue to be in contact with landowners throughout the operation of the Project with regard to ongoing damages, if any, and for those landowners who have elected annual structure payments.

7. Binding Arbitration

If Grain Belt Express and a landowner have reached agreement on the form of easement but are unable to reach agreement on the appropriate compensation, then at the landowner's request, Grain Belt Express will submit the issue of landowner compensation to binding arbitration. Arbitration will be administered by the American Arbitration Association (the "AAA") in accordance with its Commercial Arbitration Rules. Any arbitration will take place in Missouri, and will be conducted under Missouri law. Arbitrators shall be appointed as provided in the AAA Commercial Arbitration Rules, but shall be selected from a pool of qualified arbitrators who are familiar with land use and land values in Missouri.

8. Decommissioning Fund

At the commencement of construction of the Project, Grain Belt Express shall establish a decommissioning fund in an amount reasonably necessary to perform the wind-up activities described below, at Grain Belt Express' sole cost and expense, for any portion of the Project that has been constructed and installed. The amount of the decommissioning fund shall be increased as construction of the Project progresses sufficient to cover wind-up activities for any Project facilities that have been constructed and installed. The decommissioning fund may be collateralized with a letter of credit or cash, or any combination thereof. In any circumstance in which the Project is retired from service or abandoned prior to service, Grain Belt Express shall promptly perform the following wind-up activities:

- dismantling, demolishing and removing all equipment, facilities and structures;
- terminating all transmission line easements and filing a release of such easements in the real property records of the county in which the property is located;
- securing, maintaining and disposing of debris with respect to the Project facilities; and
- performing any activities necessary to comply with applicable laws, contractual obligations, and that are otherwise prudent to retire the Project facilities and restore any landowner property.



Grain Belt Express

An INVENERGY TRANSMISSION *Project*

Missouri Agricultural Impact Mitigation Protocol

**For the construction of
Grain Belt Express**

Invenergy

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Introduction

Grain Belt Express LLC (“Grain Belt Express” or “Company”) will enact the following standards and policies as it constructs the Grain Belt Express transmission line (“Project”), an approximately ± 600 kV High Voltage Direct Current (HVDC) transmission line and related facilities, on agricultural land in Missouri. The standards and policies in this Missouri Agricultural Impact Mitigation Protocol (“Missouri Ag Protocol”, “Protocol” or “AIMP”) will serve to avoid, minimize, and/or mitigate negative agricultural impacts that may result due to transmission line and converter facilities construction and operation.

The AIMP shall remain valid for the entire construction period of the Project. The AIMP will also apply to future operation and maintenance actions needed for the Project. After the Project commences operations, the Company will revise and update the AIMP to reflect the most current standards, policies, and best practices for electric transmission line operational activities in agricultural lands.

The below prescribed construction standards and policies only apply to Project activities occurring partially or wholly on privately owned agricultural land. They do not apply to the construction activities occurring on highway or railroad rights-of-way, on other publicly owned land, or on land owned in fee by the Company.

The mitigative actions specified in the construction and operation standards set forth in this Protocol will be implemented in accordance with the conditions listed below.

Definitions

AC – Alternating Current

Agricultural Land - Land used for cropland, hayland, pasture land, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government set-aside programs.

Agricultural Inspector (AI) – A special construction inspector employed by Grain Belt Express LLC to ensure that construction in agricultural land performed by or on behalf of the Company complies with the conditions of this Plan. The AI will typically have an agricultural background and has received specific training on the implementation of the Plan.

Grain Belt Express LLC or Company - References to Grain Belt Express LLC or the Company shall refer to Grain Belt Express LLC, and any contractor or sub-contractor in the employ of Grain Belt Express LLC or Invenergy Transmission LLC for the purpose of completing the Grain Belt Express project or any mitigative actions contained herein.

Compaction – The process where soil loses tilth and porosity as a result of the application of an external load. Compacted soils typically have high physical density, low water infiltration and percolation rates, and may have poor plant root penetration. Compaction can occur at both the soil surface and subsurface. Compare to Rutting.

Completion of Construction - The point in construction when all physical equipment has been installed and inspected for the complete Missouri portion of the Project.

Cropland - Land used for growing row crops and small grains, or hay.

DC – Direct Current

Electric Line - Includes the electric transmission line and its related appurtenances.

Landowner - Person(s) holding legal title to property from whom the Company is seeking, or has obtained, a temporary or permanent easement, or any person(s) legally authorized by a Landowner to make decisions regarding the mitigation or restoration of agricultural impacts to such Landowner's property.

Protocol - This Agricultural Impact Mitigation Protocol (AIMP or Protocol), pertaining to the construction and operation/maintenance of the Grain Belt Express HVDC line and related converter facilities located in Missouri.

Project - means the Grain Belt Express HVDC transmission line and related facilities to be constructed, owned, and operated/maintained by Grain Belt Express LLC.

Right-of-way (ROW) - Includes the permanent and temporary easements that the Company acquires for the purpose of constructing and operating the Project.

Rutting – Soil rutting typically occurs at the soil surface and is caused by plastic and fluid movement of soils when subjected to an external load. The affected soils lose all soil structure and the resulting movement can mix the soil surface with the subsurface under extreme conditions.

Tenant - refers to the person(s) primarily responsible for working or managing the Agricultural Land, if not the Landowner.

Topsoil - The uppermost layer of the soil that has the darkest color or the highest content of organic matter, more specifically defined as the "A" horizon.

Mitigative Action Conditions

- A. All Grain Belt Express LLC employees and representatives of the Project engaged in coordination with landowners regarding agricultural issues will be trained in the implementation of actions and the specific policies described herein.
- B. All mitigative actions are subject to modification through negotiation by Landowners and a representative of the Company. Certain policies require the Company to consult with the Landowner and/or Tenant of a property
- C. The Company will engage in good faith efforts to consult with both Landowners and Tenants of a given property in accordance with the terms of this Protocol.
- D. For all actions described herein, the Company may negotiate with Landowners for Landowners to carry out certain mitigative actions that Landowners wish to perform themselves.
- E. Unless otherwise specified, the Company will, as practicable, complete the mitigative actions contemplated by these policies within 45 days of the Completion of Construction of the Electric Line, weather and Landowner permitting. Temporary repairs to agricultural drainage systems, conservation measures, or other necessary infrastructure will be made as needed by the Company during the construction process to minimize the risk of additional property impact. If weather delays construction or completion of any mitigative action, the Company will provide the Landowner with an estimate of the time needed for completion of the mitigative action.
- F. All mitigative actions pursuant to these policies will extend to associated future construction, maintenance, and repairs by the Company.

- G. In addition to notifying Landowners of mitigation actions, the Company will use good faith efforts to identify all affected Tenants along the route of the proposed transmission line. The Company will endeavor to keep Tenants informed of the Project's status and other factors that may have an impact upon their farming operations.
- H. The Company agrees to include this Plan as part of its submission to the Missouri Public Service Commission.
- I. The Company will implement the mitigative actions contained in these policies to the extent that they do not conflict with the requirements of any applicable federal, state, or local laws, rules, regulations, or other permits and approvals that must be obtained by Grain Belt Express LLC for the Project.
- J. To the extent a mitigative action provided in this Plan is determined to be unenforceable in the future due to requirements of other permits issued for the Project, the Company will so inform the Landowner and/or Tenant and will work with them to develop a reasonable alternative. In addition, no other provision herein shall be affected by the unenforceable provision, and the remainder of the Protocol shall be interpreted as if it did not contain the unenforceable provision.
- K. The Company will incorporate by reference the terms of this Protocol in easement agreements executed with Landowners on Agricultural Land. However, in the event of a conflict between this the conditions of this Protocol and an easement agreement, the easement agreement will control.

Construction Standards and Policies

1. Landowner/Tenant Coordination

Prior to construction, Grain Belt Express LLC will coordinate with the Landowner and Tenant to identify the types of crops grown or livestock raised on the property, as well as identification and location of any agricultural infrastructure that may be located on the property and be potentially impacted by the Project (e.g., water wells, irrigation equipment, drainage systems, access roads/turn roads, equipment staging pads, etc.)

2. Advance Notice of Access to Private Property

Except in the event of an emergency, the Company will provide the Landowner with a minimum of 24 hours prior notice before accessing his/her property for the first time for the purposes of constructing, modifying or repairing the Electric Line.

Prior notice shall first consist of a personal contact or a telephone contact, whereby the Landowner is actually informed of the Company's intent to access the Landowner's land. If the Landowner cannot be reached in person or by telephone, the Company will mail or hand deliver to the Landowner's home a written notice of the Company's intent.

3. Reporting of Inferior Agricultural Impact Mitigation Work

Prior to construction of the electric line, the Company will provide the Landowner with a phone number and address to contact Grain Belt Express LLC should the Landowner observe inferior work relating to the agricultural impact mitigation work that is performed on the Landowner's property. The Company will respond to Landowner and Tenant telephone calls and correspondence within three business days.

In addition, the Company will provide the Landowner with the phone number and contact information for an Agricultural Inspector as discussed in Section 14 of this Protocol.

4. Support Structure Type and Placement

- A. The use of guy wires on Croplands will be avoided to the extent practicable. If guy wires are required, they will be marked with highly visible guards. A concerted effort will be made to place guy wires and their anchors out of Croplands, placing them instead along existing division lines (e.g., property lines, section, quarter, and half section lines, field edges, and/or fence lines) and on land not used for Croplands.
- B. Grain Belt Express LLC will discuss structure placement issues with Landowners. To the extent reasonably practicable, support structures will be spaced in such a manner as to minimize their interference with Cropland.
- C. Grain Belt Express LLC will provide the Global Positioning System (“GPS”) coordinates of the Project support structure locations, including guy wire anchors, to all Landowners or Tenants.

5. Above Ground Facilities

- A. Permanent above ground facilities in Cropland will be limited to support structures, conductors, communication lines, guy wires, and anchors.
- B. Temporary access roads, if needed, will be designed so as to not impede proper surface and subsurface drainage and will be built to accommodate mitigation measures for soil erosion, other conservation measures, and subsurface tile drainage. Upon abandonment, temporary roads may be left intact through mutual agreement of the Landowner and Grain Belt Express LLC unless otherwise restricted by federal, state, or local regulations.
- C. Permanent access roads, if needed, will be designed so as to not impede proper drainage and will be built to accommodate mitigation measures for soil erosion.
- D. Pull pads, construction pads, and tower pads will be needed on a temporary basis during construction. Pad sites will be designed so as to not impede proper drainage and will be built to mitigate soil erosion on or near the pad site locations. Pad sites will be sited in locations that avoid and/or minimize disturbance impacts to land and the farming operation, to the extent practicable.

6. Drainage Tile

- A. Prior to Construction activities, Grain Belt Express LLC will send out letters to Landowners inquiring about the location of pre-existing drainage improvements (e.g., ditches, culverts, tiles, levees, or terraces) in areas where the Project facilities are planned. The Company will also request that Landowners coordinate with any Tenants that may also have information related to the request.
- B. If the Company is advised of possible interference with drainage improvements, it will make good faith efforts to relocate Project facilities to the extent practicable, to avoid and/or minimize drainage interference.

- C. If adverse effects to drainage improvement(s) are unavoidable, the Company will relocate or reconfigure the drainage improvement to the extent practicable and pursuant to an agreement between the Landowner and Grain Belt Express LLC. If drainage improvements are damaged as a result of construction and repair is necessary, the Company shall reference any available county Soil and Water Conservation District specifications to aid in the repair. Drainage improvements will be repaired with materials of at least the same quality and to an operating condition similar to or better than that which was damaged.
- D. The Company will complete all temporary repairs of drainage tiles within a reasonable time following the identification of an impacted tile. Unless otherwise agreed to by the Landowner, all permanent repairs will be performed within 45 days following final construction reclamation of the Project, weather permitting.
- E. Affected Landowners may elect to negotiate a fair settlement with the Company for the Landowner or Tenant to undertake the responsibility for repair, relocation, or reconfiguration of the damaged drainage feature; however, in these cases Grain Belt Express LLC will not be responsible for correcting repairs after completion of the electric line.

7. Irrigation Systems

- A. If the Project facilities intersect an operational center pivot or spray irrigation system, the Company will communicate with the Landowner or Tenant on the anticipated duration of construction and the amount of time the irrigation system may be out of service.
- B. If, as a result of construction activities, an irrigation system interruption results in crop damages, either on the right-of-way or off the right-of-way, Landowners and/or Tenants (as appropriate) will be compensated.
- C. The Company will work with Landowners and/or Tenants to minimize any permanent impacts to irrigation systems and will negotiate appropriate compensation for any permanent impacts in the easement agreements.

8. Restoration of Soils of Compaction and Rutting

- A. The Company will attempt to avoid and minimize the potential for compaction or rutting to occur as a result of construction and operation activities. Avoidance and minimization mechanisms for compaction may include, but are not limited to, defining travel corridors to reduce the area traversed by equipment, restricting construction equipment to timber mats, requiring the use of low psi tire or tracked equipment, and limiting construction during wet weather.
- B. The Company will restore rutted and compacted land to as near as practicable to its pre-construction condition. For example, soil remediation efforts for compaction may include decompaction or deep tillage as necessary. Depending on the severity, rutted land may require recontouring, liming, tillage, fertilization, or use of other soil amendments.
- C. Unless the Landowner opts to do the restoration work, or specifies other arrangements that are acceptable to Grain Belt Express LLC, the following remediation techniques will be performed on lands directly affected by compaction:

- 1) The Company will decompact soil to a depth of 18 inches any Cropland that has been compacted by construction equipment used for the construction or maintenance of the Project, and
 - 2) The Company will chisel to a depth of 12 inches any pasture or hayland that has been compacted by construction equipment used by Grain Belt Express LLC for the construction or maintenance of the Project.
- D. The Company will repair or pay to have repaired any compaction or rutting within 45 days, weather and Landowner permitting, of the Completion of Construction.

9. Fertilization and/or Seeding of Disturbed Soil

- A. If desired by the Landowner, within 45 days of Completion of Construction of the electric line, weather and Landowner permitting, Grain Belt Express LLC will agree to apply fertilizer and lime to cropland that has been disturbed by construction and maintenance of the electric line in order to help restore fertility to disturbed soils and to promote establishment of vegetative cover. The Company will apply the fertilizer at a rate established by the local NRCS, FSA, or Agriculture Extension office, unless the Landowner specifies other arrangements that are acceptable to the Company.
- B. If necessary to reduce erosion in cultivated crop lands or to reclaim managed hay or pasture lands, The Company will reseed disturbed lands with an appropriate cover crop. The Company will coordinate with the landowner as well as the local NRCS office to determine the appropriate seed mixtures.
- C. The Company will reimburse Landowner, on a timely basis, for all agricultural production inputs (i.e., fertilizers of all types and kind) needed to restore crop productivity to the right-of-way, temporary work space(s), or any other portion(s) of Landowner's property where diminished crop yields are directly attributable to the Company's construction, repair, maintenance, and inspection activities. The Landowner must reasonably demonstrate diminished crop yields resulting from the above activities.
- D. If the Landowner chooses to apply fertilizer, manure, and/or lime, the cost of those inputs will be included in the damages paid to the Landowner.
- E. The Company shall make available to the Landowner the name and contact information of a person acting on behalf of the Company with whom the Landowner can communicate information with regard to diminished crop yields, and need for reimbursement of cost of agricultural inputs. That person will have a background related to soil productivity and crop production.

10. Repair of Damaged Soil Conservation Practices

- A. The Company will repair any damage to soil conservation practices (e.g. terraces, grassed waterways, etc.), that is caused by construction of the electric line.

- B. If the Company is responsible for repairing any damage to soil conservation practices, the repairs will be made in accordance with county Soil and Water Conservation District practices, consistent with existing farm plans, and any other local, state, or federal requirements, as applicable.
- C. The Company will repair or pay to have repaired any damage to soil conservation practices within 45 days, weather and Landowner permitting, of the Completion of Construction of the electric line.

11. Preventing Erosion

- A. The Company will work with Landowners to prevent or correct excessive erosion on all lands disturbed by construction by implementing reasonable methods to control erosion. The Company will follow the recommendations of the county Soil and Water Conservation District and any other required permit conditions.
- B. The Company will use all reasonable efforts to ensure that erosion control measures are implemented within 45 days, weather and Landowner permitting, of the Completion of Construction of the electric line.
- C. For soil disturbance activities during construction or operations that would require a permit under the National Pollutant Discharge Elimination System, the Company will incorporate Best Management Practices as identified in a Storm Water Pollution Prevention Plan.

12. Removal of Construction Debris

As agreed to by the Landowner and Grain Belt Express LLC, the Company will remove any construction debris from Landowner's property within 45 days, weather and Landowner permitting, of the Completion of Construction of the electric line. Litter generated by construction crews will be removed daily.

13. Damage to Private Property

If construction or related activities for the Grain Belt Express damage any private property, the Company will use commercially reasonable efforts to repair any such damaged private property within 45 days, weather and Landowner permitting, of the Completion of Construction of the electric line. If the Landowner is paid to perform the repair work, the Company will pay the ongoing commercial rate for that work.

14. Agricultural Inspector(s)

- A. The Company will employ one or more Agricultural Inspector(s) for the Project to verify Grain Belt Express LLC's compliance with the provisions of this Protocol. The Agricultural Inspector will work collaboratively with any other Company representatives in achieving compliance with this Plan. The Agricultural Inspector(s) will be directly available to Landowners and Tenants to address their concerns, after construction is underway.
- B. The Agricultural Inspector(s) will have the authority to stop construction activities that are determined to be out of compliance with this Protocol.

- C. The Company will document instances of noncompliance and work with construction personnel to identify and implement appropriate corrective actions as needed.
- D. The Company will train construction personnel and the Agricultural Inspector on the provisions of this Protocol, company plans and procedures, the Project construction sequences and processes, and provide field training on specific topics as needed.
- E. The Company will employ an Agricultural Inspector with a professional background in production agriculture, soil and water conservation, and general farm operations or practices.

15. Topsoil Segregation

In locations where construction activities will include excavating or removing soil, such as for structure foundations, the Company will segregate the topsoil layer from the subsoil and maintain separate spoil piles within designated areas of the construction workspace. Upon completion of construction activities, subsoil and topsoil will be replaced in the reverse order removed. Topsoil will be replaced to the approximate locations from which it was removed. After backfilling is completed, the topsoil would be levelled and graded to match pre-construction contours. Some temporary mounding may be necessary to account for settling.

16. Soil and Rock Removal from Support Structure Holes/Foundations

Excess soil material and possibly rocks may be generated from the area displaced by grading or the excavation associated with foundations for the support structures. The Company will consult with the Landowner as to the disposition of any excess soil material or spoils generated from foundation construction and will remove the same if necessary.

If the Company is to remove excess soil materials or spoils or rocks, the Company will do so within 45 days following Completion of Construction of the electric line, weather and Landowner permitting.

17. Clearing of Trees and Brush from the Easement

- A. If trees are to be removed from privately owned land, the Company will conduct an appraisal of the trees to determine if they have commercial value.
- B. If there are trees of commercial value, the Company will allow the Landowner the right to retain ownership of the trees with the disposition of the trees to be negotiated at least thirty (30) days prior to the commencement of land clearing, if it is determined by the parties that the trees can be removed safely.
- C. The Landowner will be compensated for trees of commercial value based on the most current timber market rates based on the age and type of the timber that will be removed.
- D. The Company's intent is to chip or mulch trees and brush not of commercial value; however, it will follow the Landowner's desires, if reasonable and legally permitted, regarding the disposition of trees and brush of no commercial value to the Landowner by windrowing, burial, chipping/mulching or removal from any affected property.

18. Organic Farms

Grain Belt Express LLC will send letters to all Landowners and Tenants prior to construction inquiring about the presence of organic farm production methods. When notified by Landowners of organic farm production and when preferred by the Landowner, the Company will avoid use of treated wood for construction matting and avoid herbicide and fertilizer application.

The Company will coordinate with the owners of any organic farms crossed by the Project regarding the specific certifications of that farm. The Company will work with the organic farmer to develop an Organic Farm Site Plan for the individual farm crossing. The Plan will identify specific certifications or accreditations, and the process by which reclamation will occur on the property to ensure no loss of certifications or accreditations.

19. Indemnification

The Company will indemnify all Landowners and Tenants of Agricultural Land upon which such electric line is installed, their heirs, successors, legal representatives, and assigns (collectively "Indemnitees"), from and against all claims by third parties and losses incurred thereby, and reasonable expenses, resulting from or arising out of personal injury, death, injury to property, or other damages or liabilities of any sort related to the design, construction, maintenance, removal, repair, use or existence of such electric line, including damages caused by such electric line or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Indemnitees provided further that such Indemnitees shall tender any such claim as soon as possible upon receipt of notice thereof to the Company.

20. Gates

Construction, operation, and maintenance of the Project may require temporary and permanent gates be installed and maintained where the ROW intersects existing fences. Unless otherwise requested by the landowner, temporary gates will be removed following construction. Permanent gates, as needed, will be constructed and maintained to protect against the escape of livestock. The Company will coordinate with the landowner on the type of livestock that are found on the property, and ensure gates are adequately constructed with the appropriate materials.

During construction and operation ingress/egress, the Project will ensure all gates, including existing off-ROW gates used for access, are left as found. Gates that are found to be closed upon approach, will be immediately closed following entry. Gates that are found open upon approach, will be left open.

21. Communication Circuits

In instances where the Landowner's communication circuits are diminished due to the location of the transmission structures, the Company will seek to relocate satellite dishes or similar Landowner communication equipment, at the Company's expense, if such relocation would reasonably improve performance of the equipment. If interference should develop between the Company's new facilities and a landowner's communication circuits that impair performance of the circuits, the Company will seek to eliminate such interference at its own expense within 45 days of receiving a verbal or written notice from the affected Landowner.

22. Agricultural and Conservation Programs

If any impacts associated with the Project cause the landowner's property to be unenrolled from an agricultural land conservation program (e.g., Conservation Reserve Program, CRP), the Company will compensate the landowner from lost revenue resulting from removal of the land from the conservation program. Compensation will be based on the previous payments being made to the Landowner by the conservation program administrator.