

Exhibit No.: 552

Issue: Impact on Farm Environment

Witness: Christina Reichert

Type of Exhibit: Rebuttal

Sponsoring Party: Matthew and
Christina Reichert

Case No.: EA-2014-0207

Date Testimony Prepared: September 14, 2014

MISSOURI PUBLIC SERVICE COMMISSION

CASE NO. EA-2014-0207

REBUTTAL TESTIMONY OF

CHRISTINA REICHERT

ON BEHALF OF

MATTHEW AND CHRISTINA REICHERT

September 14, 2014

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1 I. INTRODUCTION

2 Q: What is your name?

3 A: Christina M. Reichert.

4 Q: What is your occupation?

5 A: Bed & Breakfast Proprietress.

6 Q: What is your home address?

7 A: 25589 Fort Orleans Avenue, Brunswick, MO 65236.

8 Q: What is your spouse's name?

9 A: Matthew D. Reichert.

10 Q: How long have you lived at this address?

11 A: Matt has lived here for his entire life. I have lived here since we married.

12 Q: Did you or Matt's family own this property prior to your occupancy?

13 A: Yes! Matt's great-grandfather purchased the original 280 acres in 1871.

14 Q: How long has this property been in Matt's family?

15 A: 143 years. This farm has been in Matt's family since 1871. We have been

16 recognized as a Century Farm and want to pass this rich family heritage on to our

17 children, the fifth generation of farmers. Missouri has a rich agricultural heritage that is

18 being compromised by this project. We, along with approximately 700 other landowners,

19 are being asked to bear this unfair burden.

20 Q: Are you for or opposed to the application for a Certificate of Convenience by
21 Grain Belt Express Clean Line (GBE)?

22 A: Matt and I are very much opposed to the Grain Belt Express Clean Line

1 transmission line and ask the Public Service Commission to please DENY the Certificate
2 of Convenience and Necessity.

3 **Q: Why do you oppose GBE's transmission line?**

4 A: We feel that GBE's transmission line will undermine the rich agricultural history
5 the Reichert family has built over the past 143 years, will forever mar the landscape,
6 affect our quality of life and potentially our health, negatively impact our Bed &
7 Breakfast, hinder development of our farmland, restrict and in some cases negate farming
8 practices, increase the percentage of our farm tied up in easements to 30%, diminish land
9 and home values, have a negative impact on the environment, and potentially affect the
10 use of 21st century technology.

11 **II. LOSS OF PROPERTY RIGHTS**

12 **Q: What is the main reason for opposing the transmission line?**

13 A: Originally, it was the dramatic visual impact it would have on our farm. However,
14 as we learned more about the line, educated ourselves about the far reaching affects of
15 Clean Line's HVDC transmission we have come to the conclusion that, at the most basic
16 level, this project threatens all Missouri landowners' private property rights.

17 **Q: What do you think will happen if GBE is granted the Certificate of
18 Convenience and Necessity ?**

19 A: If GBE is granted the Certificate of Necessity and Convenience, they will have
20 the power to exercise eminent domain, stripping landowners of the freedom to negotiate a
21 fair price for the use of their land. Steve Fairchild said it well in his County Corner piece
22 in Today's Farmer: "I bring up Kelo to highlight what happens when we stretch the

1 meaning of the Fifth Amendment. What happened in New London, Conn wasn't so much
2 property takings for the public good, it was property taking for a politically connected
3 few sold as property takings to fulfill a public purpose. In this case, private property was
4 condemned on public relations and a promise. Turns out both of those things failed.”¹ A
5 great deal of PR has gone into this project. From our research, there does not seem to be
6 much substance to their promises. We do not want Clean Line gambling with our
7 children's future and the future of our neighbors, friends, and fellow Missourians.

8 **III. REDUCTION IN PROPERTY VALUES**

9 **Q: What is the next most important reason for opposing the transmission line?**

10 A: It has always been our dream that one or several of our children would return to
11 the farm, build a home and raise their children. Our youngest daughter, Kaitlynn, lives
12 with us and owns and operates a successful business in Brunswick. The Clean Line would
13 mar the view of the location she has had picked out for her home since she was a little
14 girl. Our youngest son, Gabriel, loves the farm and wants to continue the farming
15 heritage. One of the prettiest locations for a home will be destroyed by the Clean Line.

16 **Q: How will the transmission line affect the value of your property?**

17 A: That is a huge concern. We did a complete remodel of the original home-place in
18 1987 and another major remodel of our Bed & Breakfast in 2012. We have a lovely home
19 with six bedrooms and five bathrooms situated in the rolling hills of northern Missouri. It
20 is a very pastoral setting, cattle grazing in lush pastures, wide-open spaces, star-studded
21 skies and the tranquility of country life. We never would have invested that kind of

1 Steve Fairchild, *POWER LINE, PIPE LINE, PUBLIC USE, PRIVATE TAKINGS*, Today's Farmer, March 21, 2014, available at <http://todaysfarmermagazine.com/mag/country-corner/846-power-line-pipe-line-public-use-private-takings>.

1 money with the prospect of a 600 kV HVDC transmission line located outside our front
2 door.

3 **Q: What will be the dollar amount of the reduction?**

4 A: We are not sure how it will devalue the property since there are no HVDC lines
5 this large in the United States. We have contacted an appraiser, Boyd Harris, to assist us
6 in the process. He has experience with the negative impact on the ability to sell property
7 located near a transmission line.² The GBE HVDC line will definitely have an impact on
8 our property value.³ Based on Mr. Harris' experience, the devaluation will be probably be
9 significant.⁴

10 **Q: Do you have any examples of the negative impact of proximity to a HVDC
11 line?**

12 A: I ran across this article about the purchase of 100 homes by BC Hydro which “put
13 an end to the long-running dispute with some homeowners about a high-voltage
14 transmission line it put up near the homes.”⁵ The article goes on to say, “The homes went
15 on the market last September at discounts of about \$70,000 or more.”⁶ (emphasis
16 added). This article is relevant to our situation since GBE cites BC Hydro HVDC lines in
17 Vancouver to support their project.⁷ It is not fair that the landowner has to bear the
18 financial burden of decreased land values when it is the transmission line developer that

2 Rebuttal Testimony of Boyd L Harris on Behalf of Matthew and Christina Reichert, Case No. EA-2014-0207,
September 15, 2014.

3 *Id.* at 2:16-3:15

4 *Id.* at 2:16-3:1

5 *Tsawwassen homes selling fast: BC Hydro*, CBC News, July 21, 2010, available at
<http://www.cbc.ca/news/canada/british-columbia/tsawwassen-homes-selling-fast-bc-hydro-1.961436>.

6 *Id.*

7 *Understanding Electric and Magnetic Fields in Association with HVDC Transmission Lines*, Direct Testimony of
Dr. Anthony Wayne Galli, P.E. on Behalf of Grain Belt Express Clean Line LLC, Schedule AWG-8, Page 4.

1 caused the problem. If the Clean Line is approved, time will tell if the land values are
2 affected. It is not equitable to expect the landowner to assume the financial loss. It is
3 wrong to force speculation on a landowner through eminent domain. There should be
4 appropriate compensation.

5 **Q: How should that compensation be determined?**

6 The article "Condemnation for Energy Corridors: Selected Legal Issues in Acquisitions
7 for Pipeline, Transmission Lines and Other Energy Corridors"⁸ discusses valuation for
8 property takings. The discussion includes the element of fear of health effects as part of
9 valuation process. The article states that the "majority view among courts is that evidence
10 of fear in the marketplace is admissible with respect to the value of the property taken
11 without proof of the reasonableness of the fear."⁹ The article further states that the majority
12 view "appears to be the best approach because it appropriately places the focus on the impact
13 of the alleged fear on property value, and shields the court from having to engage in analysis
14 of competing scientific views on issues where no scientific consensus exists, such as the link
15 between EMF and cancer and other health issues."¹⁰

16 **IV. NEGATIVE IMPACT ON BUSINESS**

17 **Q: Are there any other reasons why you oppose the transmission line?**

18 A: This project will dramatically affect our Bed & Breakfast business.

19 **Q: When did you open your Bed & Breakfast (B&B)?**

20 A: 1994.

8 Eleasalo (Salo) V. Ale, *Condemnation for Energy Corridors: Selected Legal Issues in Acquisitions for Pipeline, Transmission Line and Other Energy Corridors*, Faegre & Benson LLP, February 2009, available at www.faegrebd.com/webfiles/Energy%20Corridors%20White%20Paper.pdf.

9 *Id.* at 11-12.

10 *Id.* at 12.

1 **Q: How many rooms are in your B&B?**

2 A: We have a walk-out basement Bed & Breakfast in our home with a fully furnished
3 kitchen, living room, fireplace, central air and heating, two bedrooms with private baths.
4 We also have an additional room, with a shared bath, on the main floor of our home.

5 **Q: Where do your guests come from?**

6 A: Many of our guests are from Missouri and come for a weekend get-away or farm-
7 stay. Many come from all over the United States for weddings, family reunions, etc.
8 However, we have had B&B guests from all over the world stay at our B&B over the past
9 20 years in addition to the students from the English as a second language program at the
10 University of Missouri, Columbia. As a result of our international guests interest in the
11 farm, our focus has grown in the international market. We have been working to develop
12 an extended stay opportunity for those interested in experiencing the American culture,
13 improve their English, and learn about agriculture.

14 **Q: How has your occupancy increased?**

15 A: The last couple of years the occupancy has increased to over _____.

16 **Q: How will the GBE HVDC line dramatically affect your B&B?**

17 A: We expect to see a drop in occupancy as a result of this HVDC transmission line.
18 GBE claims there are no health risks associated with high-voltage transmission lines.¹¹
19 However, the public believes that there is a health risk. The statements at the public
20 hearings confirm this perception.

21 **Q: Why does this perception matter?**

22 A: Most people would not be able to tell the difference between an AC transmission

11 *Guidebook for Missouri Leaders, Grain Belt Express Clean Line, April 2014.*

1 line and a DC transmission line. We rely upon referrals from previous guests and word of
2 mouth in our community. Sycamore Valley Farm B&B will no longer be the wholesome
3 escape to the "family farm" that our guests so enjoy. It will more akin to an industrial
4 farm and commercial enterprise.

5 **Q: Do you have other concerns?**

6 A: The HVDC will forever mar the landscape. Up to this present day, our guests first
7 impression of Sycamore Valley Farm is a gorgeous rolling landscape with cows grazing
8 in lush green pastures, corn growing in the bottom ground, tall stately trees, and
9 occasional wildlife. If the GBE transmission line is built, that view will include an
10 menacing 150' lattice tower structure in our "front yard." As guests travel up our lane and
11 round the corner to the B&B entrance they will take in the dreadful view of a 110'
12 monopole towering above the gorgeous bottom ground and the second imposing 150'
13 lattice tower structure standing watch in the west. Not the first impression our guests
14 have enjoyed for the past 20 years. The drawing in Schedule CU-1 of the Testimony of
15 Christina Umbriaco illustrates the massive intrusion of the power line into our family
16 environment. When our guests eat breakfast, our kitchen overlooks the bottom area
17 where the towers will be located. When our guests sit on the patio, the HVDC
18 transmission line will be their view. We will lose our pastoral setting.

19 **Q: Any other concerns regarding the B&B**

20 A: Yes! Our guests often take walks down to the creek or head over to the pond for
21 some fishing or to try out the rope swing. We often take guest on hayrides to show them
22 the farm and cattle operation. If the transmission line is built, all of these activities will

1 take place in the shadow of these imposing structures. Not only will we lose the beautiful
2 view, but the corona noise will destroy the peace and quiet appreciated by so many. In
3 addition, there will be constant corona noise. For an example, refer to the video at
4 <https://www.youtube.com/watch?v=XR1-ZUA7EAo> - Crackling DC Powerline. The
5 Oak Ridge National Laboratory study cited by Dr. Galli states "In contrast, audible noise
6 from dc transmission lines is generally greater during fair weather than for rain."¹² The
7 study further states "There is also some indication that audible noise from a dc line may
8 be more irritating to people than ac line noise of the same magnitude. This may also be a
9 factor in especially quiet locations."¹³ The line will have a negative impact on guests
10 looking for a quiet place of peace and solitude.

11 **V. INEQUITABLE TREATMENT OF LAND OWNERS**

12 **Q: Why do you think that GBE is treating land owners inequitably?**

13 **A:** The issue of easements and compensation is a complex subject. An individual
14 should have as much information as possible to negotiate a fair settlement. Grain Belt
15 has not demonstrated the intent to treat all land owners equally and equitably through
16 legally binding agreements. They are taking advantage of individuals' lack of knowledge
17 concerning possible negotiable issues and actual legal rights.

18 First, Grain Belt has already been soliciting and signing easement and compensation
19 agreements with land owners. The full extent of the issues with the transmission line

12 *HVDC Power Transmission Environmental Issues Review*, Oak Ridge National Laboratory, April 1997, Direct
Testimony of Dr. Anthony Wayne Galli, P.E. on Behalf of Grain Belt Express Clean Line LLC, Schedule AWG-
7, Page 65.

13 *Id.* at 67.

1 have only begun to be identified. The individuals are operating without full knowledge
2 of the facts.

3 Second, Grain Belt has a chapter Agricultural Impact Mitigation in their "Guidebook For
4 Missouri Leaders" that discusses "ways we will minimize and mitigate impacts to
5 agricultural lands."¹⁴ This is not a legally binding document. Their standard Easement
6 Agreement does not include explicit mitigation practices. When our attorney was
7 discussing mitigation issues with Paula Priest, she stated that Grain Belt wants to treat all
8 landowners in Kansas, Missouri, Illinois, and Indiana with equal fairness. Then she
9 directed us to view the YouTube video on the Grain Belt web site. A YouTube video is
10 not a legally binding document.

11 Third, Illinois law requires the execution of an Agricultural Impact Mitigation Agreement
12 (AIMA) between Grain Belt and the Illinois Department of Agriculture. The AIMA
13 establishes the minimum standard for restoring the productivity of all landowners
14 property. Individual landowners can still negotiate higher standards. The AIMA for
15 Grain Belt's sister company Rock Island Clean Line (RICL) is included in Schedule CR-5
16 as a reference.¹⁵ Grain Belt's AIMA will probably be similar to the RICL's AIMA. The
17 AIMA provides specific requirements such as notification times and depths for soil

¹⁴ *Guidebook for Missouri Leaders*, Grain Belt Express Clean Line, April 2014.

¹⁵ *AGRICULTURAL IMPACT MITIGATION AGREEMENT between ROCK ISLAND CLEAN LINE LLC and the ILLINOIS DEPARTMENT OF AGRICULTURE pertaining to the construction of the ROCK ISLAND CLEAN LINE HVDC AND RELATED AC FACILITIES OWNED BY ROCK ISLAND CLEAN LINE LLC IN ILLINOIS*, May 29, 2013, Schedule CR-5 at 47-49.

1 restoration. These requirements are legally binding. Paula stated that we could
2 incorporate those requirements into our easement agreement. However, we should not
3 have to request the addition of those requirements. If Grain Belt was serious about
4 treating landowners equitably, those conditions would have already been written into the
5 Easement Agreements. Instead Grain Belt has left those requirements out of their basic
6 agreement. Grain Belt is taking advantage of the landowners who do not have access to
7 legal representation or information about what can be negotiated into an easement
8 agreement.

9 **VI. INACCURATE PUBLIC INFORMATION**

10 **Q: Have you attended any of the GBE meetings?**

11 **A:** Yes, at the Knights of Columbus Hall in Brunswick, Missouri.

12 **Q: What information was provided?**

13 **A:** The Clean Line representative showed us maps of the proposed route, discussed
14 our particular farm and gave us an overview of the project. Grain Belt Express was to
15 build a 600 kV HVDC transmission from Kansas that would cross Missouri and take
16 renewable energy (wind) to the East Coast grid. They explained the tower heights and
17 Right of Way (ROW). We received the "Clean Line Energy Partners Fact Sheet". They
18 explained that the DC lines were required to be "31' off the ground at the lowest point"¹⁶,
19 which is higher than the requirement for AC lines and that Clean Line was adding 3 feet
20 as an added safety measure.

16 Clean Line Energy Partners Fact Sheet.

1 Q: What was the first instance where Grain Belt was provided inaccurate
2 information?

3 A: We were told that that the line would not transmit other forms of energy besides
4 wind energy. The explanation was that there was no coal or water in Kansas, only wind.
5 John, a representative from Grain Belt, told me “No” when I asked if someone could
6 hook into the line along the way. We subsequently learned through our own research that
7 there were significant power plants in Kansas such as the Holcomb facility. We also
8 learned that the approval by the Federal Energy Regulatory Commission (FERC)
9 required Grain Belt to maintain an bidding process open to all power generators for
10 access to the proposed line.

11 Q: Was there a second example of inaccurate information?

12 A: When we asked the Clean Line representatives if the cable could be buried they
13 said, “No,” and explained the cable could not be insulated at that voltage. In my research
14 I found an article about burying high voltage lines at the Responsible Electricity
15 Transmission for Albertans web site.¹⁷ Their fact sheet states "There are hundreds of
16 other examples from around the world of successfully buried high voltage power lines.
17 One of these, completed in 2000, was a 500kV cable buried in Tokyo, Japan over a
18 29.8km distance (Ynemoto et al. 2003). The technology has been available for several
19 decades."¹⁸ Considering how this power line is going to forever mar the landscape across
20 the country, Grain Belt is being irresponsible by dismissing this option as impossible.

17 *Burying High Voltage Lines*, Responsible Electricity Transmission for Albertans,
<http://retasite.wordpress.com/burying-high-voltage-lines/>.

18 *Power Lines - Myths vs. Facts, Burying High Voltage Power Lines*, Responsible Electricity Transmission for
Albertans, available at <http://retasite.files.wordpress.com/2011/07/fact-8-burying-updated-jan-2010.pdf>.

1 **Q: Was there a third example of inaccurate information?**

2 A: When meeting with GBE's land agent, Paula Priest on May 16, 2014, I asked if
3 the Clean Line would run at full capacity 100% of the time. She, in essence said, Yes!
4 The wind always blows in Kansas. When we challenged that the wind doesn't always
5 blow and would Clean Line transmit other forms of energy, she said she would do some
6 checking and get back to us.

7 **Q: Did Ms. Priest provide additional information about this issue?**

8 A: On August 25, 2014, Paula met with our Attorney to provide answers to our open
9 questions. Once again, Paula asserted there was more than enough wind to fully supply
10 the transmission line and that only renewable energy would be transmitted along the line.
11 She went on to say that other forms of energy would not be transmitted on the line
12 because the converter station would be the "sole property" of the Grain Belt. She stated
13 that other power generators would have to build their own converter stations. However,
14 the approval by the Federal Energy Regulatory Commission (FERC) prohibits Grain Belt
15 from discriminating against power generators in the bidding process. That would include
16 connecting to the converter station. In addition, Grain Belt is marketing this line as
17 transporting clean energy. However, other power generators such as the recently
18 approved coal-fired Holcomb facility could win the bidding process to transport energy
19 on the line. The Holcomb facility is only located approximately 70 miles from the
20 western terminus of the proposed Grain Belt transmission line.

21 **Q: Why is this inaccuracy a concern?**

22 A: As a business person, I understand the importance of utilizing equipment and

1 resources to their fullest capacity. Having a HVDC transmission line that would not run
2 as close to capacity as possible just does not make sense. Although Kansas is a very
3 windy state, it does not have constant winds. When there is no wind, the wind turbines
4 are not generating energy. Either the wind turbines will use generators to continue to
5 produce electricity, hence it is no longer "renewable" or "clean" energy, or Clean Line
6 plans to carry another source of energy. First, it is troubling that our land agent does not
7 seem to understand basic business principles. Second, the "Clean Line" may not be as
8 "clean" as they would like us to believe. The FERC has ruled that Grain Belt may not
9 discriminate in the bidding process. It is possible that Clean Line could transmit a
10 significant amount of so called "dirty energy". We believe it is unethical and wrong for a
11 company to exploit Missouri citizens' interest in renewable energy by telling "half truths".

12 **Q: Was there a fourth example of inaccurate information?**

13 **A:** Dr. Anthony Wayne Galli states "Other lattice structure types, such as guyed 'vee'
14 and guyed lattice mast structures, have also been identified in the preliminary engineering
15 performed by POWER as being suitable structures. Grain Belt Express has not made a
16 final determination as to the predominant structure type so that landowner preferences,
17 project costs, local terrain, land use, and other relevant factors can be considered when
18 making a final selection. It is likely that a mix of structures will be utilized to help
19 maximize flexibility and minimize costs and impacts with respect to varying terrains and
20 land uses."¹⁹ Guyed wire structures were never mentioned in any of the Grain Belt
21 Express literature I have read or any of the conversations with Clean Line

19 Galli, 7:20-8:3

1 representatives.²⁰ Grain Belt representatives at the Brunswick meeting, when asked by
2 my husband, stated that guyed wire towers would not be used. This is a blatant
3 misrepresentation that has an important bearing on land use. Paula Priest told us that
4 final placement of the towers and size would be determined before construction started
5 but after the easement is signed. The farmer will not know the exact farming situation he
6 will have until the project is completed. The size, placement, and supporting guy wires of
7 the towers are critical pieces of information for negotiating a fair and equitable easement
8 agreement. The landowner is at a great disadvantage not having this information.

9 **Q: Was there a fifth example of inaccurate information?**

10 A: Dr. Galli states that EMFs do not pose a health risk "based based primarily on the
11 2006 report produced by the Oak Ridge National Laboratory attached as Schedule AWG-
12 7."²¹ The cover of the report is stamped "Received May 29, 1997, OSTI"²² and page 4
13 states "Published April 1997."²³ Dr. Galli's testimony misrepresents this report as being
14 recent when it is in fact 17 years old.

15 **Q: Was there a sixth example of inaccurate information?**

16 A: Grain Belt states in the "Understanding Electric and Magnetic Fields" booklet that
17 "Clean Line's management team includes highly regarded professionals in the electric
18 energy industry. Collectively, the clean line team has organized the financing of billions
19 of dollars of projects and managed the development and construction of thousands of
20 megawatts of generation and transmission lines."²⁴ This booklet makes it sound like

20 *Guidebook* at 42-44.

21 Galli at 27:4-7.

22 Galli, Schedule AWG-7.

23 *Id.* at 4.

24 Galli, Schedule AWG-8 at 17.

1 HVDC lines are a common occurrence throughout North America. When looking at the
2 map on page 4, there appear to be only 11 transmission lines throughout all of North
3 America.²⁵ Of those 11 transmission lines, only two of them appear to be of the same
4 scope as the Grain Belt project. From the map, it is not possible to tell the voltage that is
5 transmitted through the existing HVDC lines. However, it is my understanding that the
6 Clean Line is proposed to be the largest transmission line in the world. Grain Belt later
7 states "HVDC has been employed in many transmission projects worldwide."²⁶ The term
8 "many" is a relative term and its use here gives the impression that HVDC is a common
9 occurrence. This is a highly speculative venture and it is being marketed as an everyday
10 occurrence.

11 **Q: Was there a seventh example of inaccurate information?**

12 A: There are misrepresentations regarding the static magnetic fields. The
13 "Understanding Electric and Magnetic Fields" booklet states that "Static magnetic field
14 levels below overhead DC transmission lines are similar to or less than the static
15 magnetic field of the Earth."²⁷ According to the chart on page 10, the Earth's static
16 magnetic field is 300 to 700 mG but the DC lines magnetic field at 100% is nearly 900
17 mG.²⁸ This is not "similar to or less than" the earth's magnetic field. The booklet further
18 states "Exposure to static magnetic fields standing under a +/-600 kV HVDC
19 transmission is less than 900 mG."²⁹ This is contradictory to the above statement.

20 **Q: Was there a eighth example of inaccurate information?**

25 *Id.* at 4.
26 *Id.* at 15.
27 *Id.* at 9.
28 *Id.* at 10.
29 *Id.* at 12.

1 A: David Berry states that "All of these benefits will be provided to the public
2 without any socialization of transmission costs to ratepayers since only users of the line
3 will be charged for the costs of the Project."³⁰ Mr. Berry is either being disingenuous or
4 lacks basic business knowledge. He ignores a basic business fact that profitable entities
5 pass their costs onto the end consumer. Missouri consumers of Grain Belt's clean energy
6 will ultimately pay both the kWh price for the wind generated electricity and an allocated
7 portion of the operating and capital costs for the Clean Line.

8 **VII. POTENTIAL SAFETY CONCERNS**

9 **Q: What is one of your safety concerns?**

10 A: Working around the DC lines increase potential for injury since "DC fields can
11 give rise to shocks to persons who contact large metallic objects, such as a truck, near the
12 transmission line."³¹ The reaction to such a shock may cause an individual to stumble,
13 fall, or cause other injuries.

14 **VIII. UNDETERMINED HEALTH RISKS**

15 **Q: Why do you say that GBE is misrepresenting the health risks?**

16 A: Dr. Galli states "Furthermore, the IARC, the WHO, the ICES and the ICNIRP
17 (cited above) have all concluded that the current body of research does not indicate that
18 strong static electric or magnetic fields cause long-term health effects."³² This is a
19 misleading statement leading one to believe there has been decades of extensive research.
20 The WHO 2006 study "Environmental Health Risk 232, Static Fields" states

21 "There are no studies of exposure to static electric fields from which to make any

30 Direct Testimony of David Berry Executive President - Strategy and Finance on Behalf of Grain Belt Express
Clean Line LLC at 4:32-34.

31 Galli, Schedule AWG-7 at 22.

32 Galli at 27:7-9.

1 conclusion on chronic or delayed effects. IARC (2002) noted that there was insufficient
2 evidence to determine the carcinogenicity of static electric fields."³³ For static magnetic
3 fields "the available evidence from epidemiological and laboratory studies is not
4 sufficient to draw any conclusions about chronic and delayed effects. IARC (2002)
5 concluded that there was inadequate evidence in humans for the carcinogenicity of static
6 magnetic fields, and no relevant data available from experimental animals. They are
7 therefore not at present classifiable as to their carcinogenicity to humans."³⁴ The WHO
8 Health Risk Assessment goes on to conclude "This risk assessment for static fields has
9 been conducted with all the scientific information available. This has involved identifying
10 whatever health risks can be determined and quantified. Nonetheless, the severe lack of
11 information has meant that it has not been possible to properly characterize the risks from
12 static field exposure. There are indications, from modeling studies and/or some
13 observations in people, of field levels that could elicit acute effects. However, the
14 information on long-term and delayed effects is insufficient to characterize risk, only
15 general statements can be made, and these rely on very few well-conducted studies.
16 Having identified large gaps in knowledge, research recommendations have been made in
17 Chapter 1."³⁵

18 The WHO states in "Static Electric and Magnetic Fields" that "It is not possible to
19 determine whether there are any long-term health consequences even from exposure in
20 the millitesla range because, to date, there are no well-conducted epidemiological or
21 long-term animal studies. Thus the carcinogenicity of static magnetic fields to humans is

33 *STATIC FIELDS, Environmental Health Criteria 232*, World Health Organization, 2006 at 216, available at http://www.who.int/peh-emf/publications/EHC_232_Static_Fields_full_document.pdf?ua=1.

34 *Id.*

35 *Id.* at 217.

1 not at present classifiable (IARC, 2002).”³⁶ It would seem that the WHO is not willing to
2 say that there are no health risks associated with even small amounts of exposure to static
3 magnetic fields.

4 **Q: Is there further evidence of the misrepresentation of the health risks?**

5 Grain Belt claims in their "Understanding Electric and Magnetic Fields" that health
6 agencies “have all concluded that the current body of research doe not indicate that strong
7 static electric or magnetic fields cause long-term health effects.”³⁷ This is a direct
8 contradiction to the WHO report cited in the Clean Line literature.

9 **Q: Are there any other issues with respect to GBE's representations about the**
10 **health risks?**

11 A: Grain Belt states “The scientific literature establishes that DC transmission lines
12 do not pose health or safety issues for humans or animals.”³⁸ The WHO study “Effects of
13 HVDC Transmission Lines on Dairy Cattle” states that two studies have been
14 conducted.³⁹ The first studied the health of dairy cows located near a +/-400 kV CPA/UPA
15 dc transmission line. The closest herd was within 1/4 mile of the line and the farthest
16 between 6 and 10 miles. According to the study, “Health and productivity of the herds
17 were found to be the same before and after energization, and were also found to be
18 unrelated to distance of the herds from the transmission line.”⁴⁰ The more direct test for
19 effects of the HVDC transmission line were conducted. “Simulated farming and ranching

36 *Static Electric and Magnetic Fields*, World Health Organization, March 2006, available at
<http://www.who.int/peh-emf/publications/facts/fs299/en/>

37 *UNDERSTANDING ELECTRIC AND MAGNETIC FIELDS OF HVDC LINES*, Clean Line Energy Partners, May
2011.

38 *Guidebook* at 123.

39 *Effects of HVDC Transmission Lines on Dairy Cattle*, World Health Organization, Page 17.

40 *Id.*

1 conditions were set up and carefully maintained directly under the +/- 500 kV Pacific
2 Intertie in central Oregon.”⁴¹ This study was conducted for three seasons with “no
3 deleterious effects on cattle production or health status could be attributed to exposures
4 from the transmission line.” These studies are not representative of the proposed
5 transmission line or real farming operations. First, the study lines used, respectively, 400
6 and 500 kV lines. Second, three seasons or three quarters of a year is not representative
7 of a real farming operation. The livestock may spend 12 to 15 years around or under
8 Clean Line's +/-600 kV transmission line.

9 **IX. UNDERSTATED AND MISLEADING COSTS**

10 **Q: Why do you state that the costs for wind energy are misleading?**

11 **A:** David Berry states that "High capacity factor wind energy sourced from western
12 Kansas is today the cheapest form of renewable energy in the Midwest and is fully
13 competitive with the cost of generating electricity from fossil-fueled power plants.”⁴²
14 What he fails to mention is that the cost includes the Production Tax Credit (PTC). The
15 Union of Concerned Scientists, advocates for clean energy, state that the "cost of
16 electricity from the wind has dropped from about 25 cents/kWh in 1981 to averaging near
17 4 cents/kWh in 2008, with 50 percent of projects in the range of 3.3 to 5.2 cents/kWh
18 (including the federal production tax credit)."⁴³ (emphasis added). However, the PTC
19 has not been renewed by Congress and phases out after 10 years. "The tax credit lasts for
20 10 years after a project is complete, so most of the wind energy produced in the U.S. will

41 *Id.*

42 Berry at 5:3-6

43 *How Wind Energy Works*, Union of Concerned Scientists, October 21, 2013, *available at*
http://www.ucsusa.org/clean_energy/our-energy-choices/renewable-energy/how-wind-energy-works.html.

1 continue to receive federal support for at least a few more years. And any wind turbine
2 that was under construction before the end of last year will still get a full decade of
3 credits."⁴⁴ The per kWh amount will inevitably increase and may no longer be such a
4 "bargain" for Missouri's users of electricity. Experiences in other countries shows that
5 electricity rates climb dramatically when wind energy is implemented. Dawn Davis, for
6 Huntington County Concerned Citizens, lists the following increases: Denmark's rates
7 have tripled in 20 years, Germany's rates have increased more than 80% since 2000, and
8 England's rates have risen 50%.⁴⁵

9 **X. SUMMARY**

10 **Q: What are your final comments?**

11 A: Grain Belt's inconsistencies, marginalizing the studies, giving just part of the story
12 in regards to the type of structures, etc., may not seem like a big deal. However, Grain
13 Belt Express is asking landowners to entrust over over 5,000 acres in easements to their
14 care. Farmers must pay attention to the details or it can have detrimental affects. Missouri
15 should not be required to entrust its precious resources to a company that either
16 does not pay attention to details or is engaged in an deliberate effort to mislead Missouri.

17 **Q: Do you have any additional comments to add to your Testimony?**

18 A: No.

44 Matthew Philips, *Wind Energy Companies Prepare for Tax Credit's End*, BusinessWeek, January 9, 2014, available at <http://www.businessweek.com/articles/2014-01-09/wind-energy-companies-prepare-for-tax-credits-end>.

45 Dawn Davis, *Wind Farms Come With Big Costs*, Huntington County Concerned Citizens, April 17, 2014, available at <http://www.huntingtonccc.org/content/wind-farms-come-with-big-costs.html>.

Christina Reichert
Christina Reichert

In witness whereof, I have hereunto subscribed my name and affixed my official seal on
Sept. 14, 2014

Jennie Drag
NOTARY PUBLIC

My Commission Expires:

JENNIE DRAG
Notary Public, Notary Seal
State of Missouri
St. Louis City
Commission # 14563174
My Commission Expires January 02, 2018

Exhibit "B": Preliminary Easement Sketch

Chariton County, MO

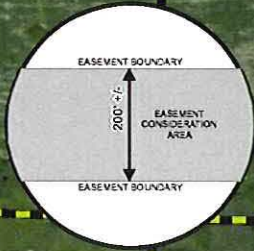
S22-R20W-T54N



MO-CH-026.000
Tax ID: 032-17-5.1-22-000-00-008.00
Christina M. Jones Reichert

876' +/-
200' +/-

1398' +/-



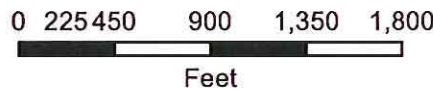
Right-of-Way Length: 1398 Ft. +/- Date: 4/7/2014

Measurements pending final survey and engineering, for an easement not to exceed 200 feet in width.

For discussion purposes only. All measurements and distances are approximations and pending final survey and engineering.



1 in = 900 ft



Prepared by:



Contract Land Staff, LLC
2245 Texas Drive, Suite 200
Sugar Land, TX 77479

Legend

- Property Boundaries
- Section Boundaries
- Easement Consideration Area
- Adjacent Tracts

GRAIN BELT EXPRESS
CLEAN LINE

Christina M. Jones Reichert

Tract No.: MO-CH-026.000
Schedule CR-1
Page 1 of 3

Date Revised: 4/7/2014

Exhibit "B": Preliminary Easement Sketch

Chariton County, MO

S22-R20W-T54N



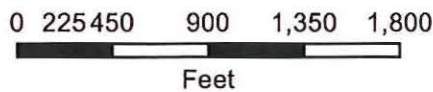
Right-of-Way Length: 1494 Ft. +/- Date: 4/7/2014

Measurements pending final survey and engineering, for an easement not to exceed 200 feet in width.

For discussion purposes only. All measurements and distances are approximations and pending final survey and engineering.



1 in = 900 ft






Prepared by:



Contract Land Staff, LLC
2245 Texas Drive, Suite 200
Sugar Land, TX 77479

Legend

-  Property Boundaries
-  Section Boundaries
-  Easement Consideration Area
-  Adjacent Tracts

GRAIN BELT EXPRESS
CLEAN LINE

Andrew James Harper

Tract No.: MO-CH-025.000

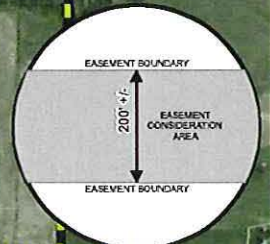
Schedule CR-1
Page 2 of 3

Date Revised: 4/7/2014

Exhibit "B": Preliminary Easement Sketch

Chariton County, MO

S23-R20W-T54N



Right-of-Way Length: 2643 Ft. +/-

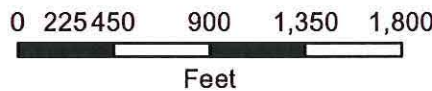
Date: 4/7/2014

Measurements pending final survey and engineering, for an easement not to exceed 200 feet in width.

For discussion purposes only. All measurements and distances are approximations and pending final survey and engineering.



1 in = 900 ft



Prepared by:



Contract Land Staff, LLC
2245 Texas Drive, Suite 200
Sugar Land, TX 77479

Legend

- Property Boundaries
- Section Boundaries
- Easement Consideration Area
- Adjacent Tracts

GRAIN BELT EXPRESS
CLEAN LINE

Christina M. Jones Reichert

Tract No.: MO-CH-027.000

Schedule CR-1
Page 3 of 3

Date Revised: 4/7/2014

**Grain Belt Express Clean Line LLC
EASEMENT CALCULATION SHEET**

This Easement Calculation Sheet is made a part of that certain Transmission Line Easement Agreement ("Easement Agreement") granted by Landowner to Grain Belt Express Clean Line LLC ("Grain Belt").

Date 4/14/2014

Tract Number: MO-CH-026.000

Landowner Name: Christina M. Jones Reichert

Permanent Easement 150 ft. (+/-)

Total Footage 1,398.15 ft. (+/-)

Land Use Footage

<u>792.15</u>	<u>2.727789</u>	(+/- acres) X	<u>\$7,700.00</u>	=	<u>\$21,003.98</u>
<u>606.00</u>	<u>2.086777</u>	(+/- acres) X	<u>\$2,500.00</u>	=	<u>\$5,216.94</u>
<u>0.00</u>	<u>0.000000</u>	(+/- acres) X	<u>\$0.00</u>	=	<u>\$0.00</u>
"Total Easement Consideration"					<u>\$26,220.92</u>

The Total Easement Consideration shall be paid as follows:

(A) Initial Payment (20% of the Total Easement Consideration) \$5,244.18
AND

(B) Balance Due prior to the earlier of
(1) the date construction crews access the property to install structures or wires, or (2)
such date 07-01-2017, the "Easement Compensation Deadline" \$20,976.74

Easement Agreement Extension

Extension of Easement Compensation Deadline for 2-years (10% of the Total Easement Consideration) ("Extension Payment") \$2,622.09

Δ Initial Payment is paid at time of grant of the Easement Agreement.

Δ If, based on the final legal description, it is determined that the Permanent Easement width is greater or less than 150' and/or the linear footage is greater or less than as shown above, Grain Belt shall adjust the Balance Due such that the Total Easement Consideration is based on actual footage and width and calculated using the same formulas as set forth on this Easement Calculation Sheet.

Δ Landowner acknowledges and agrees that Grain Belt is under no obligation to pay the Balance Due portion of the Total Easement Consideration and that if Grain Belt fails to do so on or before the Easement Compensation Deadline, subject to the cure provision in the Easement Agreement, the Easement Agreement shall terminate. Upon such a termination, Landowner shall retain the Initial Payment, and Grain Belt shall have no further obligation or other liability to Landowner.

Δ Grain Belt has the right to extend the Easement Compensation Deadline for two additional years by payment of the Extension Payment to Landowner prior to the original Easement Compensation Deadline. All sums paid by Grain Belt for such extension shall be retained by Landowner and are non-refundable, but will be credited towards the Balance Due.

Acceptance

LANDOWNER: _____ DATE: _____

Grain Belt: _____ DATE: _____

**Grain Belt Express Clean Line LLC
EASEMENT CALCULATION SHEET**

This Easement Calculation Sheet is made a part of that certain Transmission Line Easement Agreement ("Easement Agreement") granted by Landowner to Grain Belt Express Clean Line LLC ("Grain Belt").

Date 4/14/2014

Tract Number: MO-CII-025.000

Landowner Name: Matthew D Reichert

Permanent Easement 150 ft. (+/-)

Total Footage 1,494.04 ft. (+/-)

Land Use Footage

<u>357.04</u>	<u>1.229477</u>	(+/- acres) X	<u>\$7,700.00</u>	=	<u>\$9,466.97</u>
<u>706.00</u>	<u>2.431129</u>	(+/- acres) X	<u>\$2,500.00</u>	=	<u>\$6,077.82</u>
<u>431.00</u>	<u>1.484160</u>	(+/- acres) X	<u>\$2,000.00</u>	=	<u>\$2,968.32</u>
"Total Easement Consideration"					<u>\$18,513.11</u>

The Total Easement Consideration shall be paid as follows:

(A) Initial Payment (20% of the Total Easement Consideration) \$3,702.62

AND

(B) Balance Due prior to the earlier of

(1) the date construction crews access the property to install structures or wires, or (2) such date 07-01-2017, the "Easement Compensation Deadline"

\$14,810.49

Easement Agreement Extension

Extension of Easement Compensation Deadline for 2-years (10% of the Total Easement Consideration) ("Extension Payment")

\$1,851.31

Δ Initial Payment is paid at time of grant of the Easement Agreement.

Δ If, based on the final legal description, it is determined that the Permanent Easement width is greater or less than 150' and/or the linear footage is greater or less than as shown above, Grain Belt shall adjust the Balance Due such that the Total Easement Consideration is based on actual footage and width and calculated using the same formulas as set forth on this Easement Calculation Sheet.

Δ Landowner acknowledges and agrees that Grain Belt is under no obligation to pay the Balance Due portion of the Total Easement Consideration and that if Grain Belt fails to do so on or before the Easement Compensation Deadline, subject to the cure provision in the Easement Agreement, the Easement Agreement shall terminate. Upon such a termination, Landowner shall retain the Initial Payment, and Grain Belt shall have no further obligation or other liability to Landowner.

Δ Grain Belt has the right to extend the Easement Compensation Deadline for two additional years by payment of the Extension Payment to Landowner prior to the original Easement Compensation Deadline. All sums paid by Grain Belt for such extension shall be retained by Landowner and are non-refundable, but will be credited towards the Balance Due.

Acceptance

LANDOWNER: _____

DATE: _____

Grain Belt: _____

DATE: _____

**Grain Belt Express Clean Line LLC
EASEMENT CALCULATION SHEET**

This Easement Calculation Sheet is made a part of that certain Transmission Line Easement Agreement ("Easement Agreement") granted by Landowner to Grain Belt Express Clean Line LLC ("Grain Belt").

Date 4/14/2014

Tract Number: MO-CH-027.000

Landowner Name: Christina M. Jones Reichert

Permanent Easement	<u>150</u>	ft. (+/-)			
Total Footage	<u>2,642.98</u>	ft. (+/-)			
Land Use Footage					
<u>0.00</u>	<u>0.000000</u>	(+/- acres) X	<u>\$0.00</u>	=	<u>\$0.00</u>
<u>2192.98</u>	<u>7.551584</u>	(+/- acres) X	<u>\$2,500.00</u>	=	<u>\$18,878.96</u>
<u>450.00</u>	<u>1.549587</u>	(+/- acres) X	<u>\$2,000.00</u>	=	<u>\$3,099.17</u>
			"Total Easement Consideration"		<u>\$21,978.13</u>

The Total Easement Consideration shall be paid as follows:

(A) Initial Payment (20% of the Total Easement Consideration) \$4,395.63
AND

(B) Balance Due prior to the earlier of
(1) the date construction crews access the property to install structures or wires, or (2)
such date 07-01-2017, the "Easement Compensation Deadline" \$17,582.51

Easement Agreement Extension

Extension of Easement Compensation Deadline for 2-years (10% of the Total Easement Consideration) ("Extension Payment") \$2,197.81

Δ Initial Payment is paid at time of grant of the Easement Agreement.

Δ If, based on the final legal description, it is determined that the Permanent Easement width is greater or less than 150' and/or the linear footage is greater or less than as shown above, Grain Belt shall adjust the Balance Due such that the Total Easement Consideration is based on actual footage and width and calculated using the same formulas as set forth on this Easement Calculation Sheet.

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Acceptance

LANDOWNER: _____ DATE: _____

Grain Belt: _____ DATE: _____

GRAIN BELT EXPRESS CLEAN LINE LLC

STRUCTURE AND DAMAGES CALCULATION SHEET

This Structure and Damages Calculation Sheet is made a part of that certain Transmission Line Easement Agreement ("Easement Agreement") granted by Landowner to Grain Belt Express Clean Line LLC ("Grain Belt").

Date 4/14/2014

Tract Number: MO-CH-026.000 Name Christina M. Jones Reichert

STRUCTURE PLACEMENT CALCULATIONS

- Δ Grain Belt will determine the final number of structures post construction.
- Δ Grain Belt will determine what type of structure will be utilized (lattice will be used only for turns, longer spans, and similar situations where specific engineering and environmental challenges are present).
- Δ Landowner will initial and select either Annual Payment Option* or One-time Upfront Payment**
- Δ In the event structures are placed on the 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

LO Initials Annual Payment Option _____	LO Initials One-Time Upfront Payment _____
--	---

Annual Payment Option*

Lattice	[# of structures] _____	X	\$1,500.00	=	_____
					TBD
Monopole & Lattice Mast	[# of structures] _____	X	\$500.00	=	_____
					TBD

OR

Up-front Payment Option**

Lattice	[# of structures] _____	X	\$18,000.00	=	_____
					TBD
Monopole & Lattice Mast	[# of structures] _____	X	\$6,000.00	=	_____
					TBD

STRUCTURE PLACEMENT COMPENSATION

TBD

*Annual payments are due prior to December 31st during each calendar year structure(s) are located on Landowner's property, commencing with the year construction crews access the property to install structure(s) (the date of such first payment, the "Installation Payment Date"). Commencing on the first anniversary of the Installation Payment Date and continuing on each anniversary thereafter for so long as annual payments are due, annual payments shall be adjusted to increase such payment each year by two percent (2%).

** Upfront Payments are due prior to December 31st of the year construction crews access the property to install structure(s).

ADVANCE CROP DAMAGE CALCULATIONS

Grain Belt shall pay advance crop damage calculated on 1 year (aggregated loss 50 feet width X easement length) of anticipated disturbed lands by construction.

Crop Types	Price	Yield	Footage	Acres	Total
Corn (bushel)					
Soybeans (bushel)					
Other					

The advance crop payment for each disturbed crop type, if any, represents the anticipated loss due to construction. Such payment shall be calculated based on the type of crop planted or to be planted in the easement area during the year construction commences, using the most recent March 1st Chicago Board of Trade pricing + 10% and yields averaged from the previous (3) three years' yields + 10% according to the National Agricultural Statistic Services ("NASS") for the county.

In the event that landowner suffers crop damages during construction that are greater than the anticipated 50 feet as used in this calculation, Landowner may notify Grain Belt and Grain Belt will pay the additional damage based on the formula described above. Additionally, in the event of future crop damages as a result of Grain Belt's operations and maintenance, Grain Belt shall compensate Landowner for any such loss using the same formula described above.

To be Paid Prior to Date Construction Crews Access the Property to Install Structure(s) or Wires

ADVANCE CROP DAMAGES

--

Acceptance

LANDOWNER: _____

DATE: _____

Grain Belt: _____

DATE: _____

GRAIN BELT EXPRESS CLEAN LINE LLC

STRUCTURE AND DAMAGES CALCULATION SHEET

This Structure and Damages Calculation Sheet is made a part of that certain Transmission Line Easement Agreement ("Easement Agreement") granted by Landowner to Grain Belt Express Clean Line LLC ("Grain Belt").

Date 4/14/2014

Tract Number: MO-CH-025.000 Name Andrew James Harper

STRUCTURE PLACEMENT CALCULATIONS

- Δ Grain Belt will determine the final number of structures post construction.
- Δ Grain Belt will determine what type of structure will be utilized (lattice will be used only for turns, longer spans, and similar situations where specific engineering and environmental challenges are present).
- Δ Landowner will initial and select either Annual Payment Option* or One-time Upfront Payment**
- Δ In the event structures are placed on the 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

LO Initials Annual Payment Option _____	LO Initials One-Time Upfront Payment _____
--	---

Annual Payment Option*

Lattice	[# of structures]	X	\$1,500.00	=	TBD
Moropole & Lattice Mast	[# of structures]	X	\$500.00	=	TBD

OR

Up-front Payment Option**

Lattice	[# of structures]	X	\$18,000.00	=	TBD
Moropole & Lattice Mast	[# of structures]	X	\$6,000.00	=	TBD

STRUCTURE PLACEMENT COMPENSATION TBD

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Grain Belt shall pay advance crop damage calculated on 1 year (aggregated loss 50 feet width X easement length) of anticipated disturbed lands by construction.

Crop Types	Price	Yield	Footage	Acres	Total
Corn (bushel)					
Soybeans (bushel)					
Other					

The advance crop payment for each disturbed crop type, if any, represents the anticipated loss due to construction. Such payment shall be calculated based on the type of crop planted or to be planted in the easement area during the year construction commences, using the most recent March 1st Chicago Board of Trade pricing + 10% and yields averaged from the previous (3) three years' yields + 10% according to the National Agricultural Statistic Services ("NASS") for the county.

In the event that landowner suffers crop damages during construction that are greater than the anticipated 50 feet as used in this calculation, Landowner may notify Grain Belt and Grain Belt will pay the additional damage based on the formula described above. Additionally, in the event of future crop damages as a result of Grain Belt's operations and maintenance, Grain Belt shall compensate Landowner for any such loss using the same formula described above.

To be Paid Prior to Date Construction Crews Access the Property to Install Structure(s) or Wires

ADVANCE CROP DAMAGES

Acceptance

LANDOWNER: _____ DATE: _____

Grain Belt: _____ DATE: _____

GRAIN BELT EXPRESS CLEAN LINE LLC

STRUCTURE AND DAMAGES CALCULATION SHEET

This Structure and Damages Calculation Sheet is made a part of that certain Transmission Line Easement Agreement ("Easement Agreement") granted by Landowner to Grain Belt Express Clean Line LLC ("Grain Belt").

Date 4/14/2014

Tract Number: MO-CH-027.000 Name Christina M. Jones Reichert

STRUCTURE PLACEMENT CALCULATIONS

- Δ Grain Belt will determine the final number of structures post construction.
- Δ Grain Belt will determine what type of structure will be utilized (lattice will be used only for turns, longer spans, and similar situations where specific engineering and environmental challenges are present).
- Δ Landowner will initial and select either Annual Payment Option* or One-time Upfront Payment**
- Δ In the event structures are placed on the 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

LO Initials Annual Payment Option _____	LO Initials One-Time Upfront Payment _____
--	---

Annual Payment Option*

Lattice	[# of structures]	X	\$1,500.00	=	TBD
Mopole & Lattice Mast	[# of structures]	X	\$500.00	=	TBD

OR

Up-front Payment Option**

Lattice	[# of structures]	X	\$18,000.00	=	TBD
Mopole & Lattice Mast	[# of structures]	X	\$6,000.00	=	TBD

STRUCTURE PLACEMENT COMPENSATION

TBD

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ADVANCE CROP DAMAGE CALCULATIONS

Grain Belt shall pay advance crop damage calculated on 1 year (aggregated loss 50 feet width X easement length) of anticipated disturbed lands by construction.

Crop Types	Price	Yield	Footage	Acres	Total
Corn (bushel)					
Soybeans (bushel)					
Other					

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In the event that landowner suffers crop damages during construction that are greater than the anticipated 50 feet as used in this calculation, Landowner may notify Grain Belt and Grain Belt will pay the additional damage based on the formula described above. Additionally, in the event of future crop damages as a result of Grain Belt's operations and maintenance, Grain Belt shall compensate Landowner for any such loss using the same formula described above.

To be Paid Prior to Date Construction Crews Access the Property to Install Structure(s) or Wires

ADVANCE CROP DAMAGES

--

Acceptance

LANDOWNER: _____ DATE: _____

Grain Belt: _____ DATE: _____

THIS DOCUMENT PREPARED BY: Grain Belt Express Clean Line LLC 1001 McKinney Street Suite 700 Houston, Texas 77002	AFTER RECORDING RETURN TO: Contract Land Staff, LLC 209 Franklin Street, Suite 3 Cedar Falls, Iowa 50613
--	---

Tract # - [_____]

TRANSMISSION LINE EASEMENT AGREEMENT

This Transmission Line Easement Agreement (“Agreement”) between _____, (collectively, “Landowner”), and Grain Belt Express Clean Line LLC (“Grain Belt”), an Indiana limited liability company. Grain Belt has its principal place of business at 1001 McKinney St., Suite 700, Houston, TX 77002.

1. Landowner owns that certain real property (the “Property”) as identified on the attached Exhibit “A,” located in _____ County, State of Missouri.
2. Landowner does hereby grant and convey unto Grain Belt, a perpetual, exclusive easement (the “Easement”) to construct, operate and maintain an overhead transmission line, as further described below.
 - a. In exchange for receiving the Easement, Grain Belt has paid Landowner an initial payment of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Grain Belt may pay Landowner additional consideration pursuant to that certain Easement Calculation Sheet executed by Landowner concurrently with this Agreement. In the event Grain Belt does not pay the additional consideration by the date(s) provided in and in accordance with the terms of the Easement Calculation Sheet, subject to the cure period set forth in Section 10 of this Agreement, this Agreement shall automatically terminate. Additionally, to the extent applicable, Grain Belt will pay Landowner for certain damages as set forth in and in accordance with the terms of the Structure and Damages Calculation Sheet executed by Landowner concurrently with this Agreement.
 - b. The Easement includes rights to construct, reconstruct, repair, expand within the Easement, improve, alter, replace, operate, use, inspect, maintain and remove an overhead transmission line, which transmission line shall 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, or other equipment, accessories and appurtenances, as Grain Belt may deem necessary or desirable in connection therewith (the

“Facilities”). The Easement will be used for the transmission of electrical energy, whether existing now or in the future in order to deliver electrical energy and for all communication purposes related to delivering electrical energy.

- c. The location of the Easement is generally as depicted on the attached Exhibit “B.” 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, which will be a strip of land designated by Grain Belt not to exceed 100 feet on each side of the center-line of the “as built” Facilities. 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. 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.
 - d. The Easement includes the right of ingress and egress over the Easement itself, over the Property of 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 manner that shall cause the least practicable damage and inconvenience to Landowner.
3. 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. Certain of these damages are addressed in and will be paid in accordance with that certain Damages Calculation Sheet executed by Landowner concurrently with this Agreement. Notwithstanding the foregoing, 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 of all buildings or other structures, 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; and (c) cut down and trim any tree located outside the Easement that in the opinion of Grain Belt may interfere with the safety, proper operation and/or maintenance of the Facilities.
 4. Landowner shall have the right to use the Easement for normal farming and grazing purposes and have the right to install and maintain fences (provided Grain Belt shall at all times have access through any such fence by means of a gate), provided such uses do not interfere with Grain Belt’s rights and permitted use of the Easement for the purposes described herein. Landowner shall not, however, engage in any activity or grant any rights to third parties 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, 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, Landowner may not have access to or use of the Easement 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.

5. Landowner, for themselves, their heirs, successors and assigns, represent, warrant and covenant that they are the true and lawful owners of the Property and have full right and power to grant and convey the Easement as herein provided.
6. Grain Belt may terminate this Agreement at any time by providing written notice to Landowner and removing the Facilities (if such Facilities exist) within one hundred eighty (180) days of such notice whereupon all further obligations under this Agreement shall terminate.
7. All notices given or permitted to be given under this Agreement shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named above, (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, addressed by name and address to the party or person intended, or (iii) upon deposit with an overnight courier service addressed by name and address to either party to this Agreement. Either party may, by 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.
8. 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 Grain Belt's obligations.
9. 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 to the then owner of record of the Property at the time the applicable payment is due.
10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri. In the event of any breach of a monetary obligation by Grain Belt under this Agreement, Landowner shall provide Grain Belt written notice and Grain Belt shall have thirty (30) days after Grain Belt's receipt of said notice to cure the breach. In the event of any non-monetary breach by Grain Belt under this Agreement, Landowner shall provide Grain Belt written notice and Grain Belt shall have sixty (60) days after Grain Belt's receipt of said notice to cure the breach; provided, however, if the nature of the breach is such that it cannot reasonably be cured within sixty (60) days, Grain Belt shall not be deemed in breach under this Agreement so long as Grain Belt commences the cure within thirty (30) days and thereafter diligently pursues the cure to completion. Notwithstanding anything to the contrary contained herein, Landowner shall have no rights to terminate this Agreement for a breach by Grain Belt before the foregoing cure periods have expired. 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, each shall have all remedies available at law or in equity in state and federal courts in the State of Missouri.

11. Indemnification; Waiver of Claims

- a. Grain Belt shall indemnify and hold harmless Landowner from any and all liability, claims, suits, demands, actions, loss, damage and expense, including court costs and reasonable attorney's fees (collectively "Claims"), 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, except to the extent resulting from Landowner's breach of the terms of this Agreement or from Landowner's 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 11(c) shall not limit any of Grain Belt's remedies for breach of the terms of this Agreement.
12. 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.
13. Landowner hereby releases and waives all rights and benefits under applicable homestead exemption laws.
14. This Agreement may be executed in counterparts.

[Signature page follows]

IN WITNESS WHEREOF, Landowner and Grain Belt have entered into and made this agreement effective on the _____ day of _____, 20__.

Landowner:

Print Name: _____

Landowner Address:

Print Name: _____

Landowner Address

Print Name: _____

Landowner Address

Print Name: _____

Landowner Address

Grain Belt:

Grain Belt Express Clean Line LLC,
an Indiana limited liability company

By: _____

Print Name: _____

Its: _____

SIGNATURE PAGE TO
TRANSMISSION LINE EASEMENT AGREEMENT

ACKNOWLEDGMENTS

STATE OF _____,
COUNTY OF _____,

The foregoing instrument was duly acknowledged before me on this ___ day of _____, 2013,
by _____, as _____ of Grain Belt Express Clean Line LLC, an Indiana
limited liability company.

Notary Public

My appointment expires: _____

STATE OF _____,
COUNTY OF _____,

The foregoing instrument was duly acknowledged before me on this ___ day of _____ by
_____.

Notary Public

My appointment expires _____

EXHIBIT "A"

[RECITE LEGAL DESCRIPTION AND TAX PARCEL IDENTIFICATION NUMBER(S)]

EXHIBIT "B"

[Sketch]

AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
ROCK ISLAND CLEAN LINE LLC
and the
ILLINOIS DEPARTMENT OF AGRICULTURE
pertaining to the construction of the
ROCK ISLAND CLEAN LINE HVDC LINE AND RELATED AC FACILITIES
OWNED BY ROCK ISLAND CLEAN LINE LLC IN ILLINOIS

For system improvements for which Rock Island Clean Line LLC (hereafter referred to as "Clean Line") has financial and/or technical oversight, the Illinois Department of Agriculture ("IDOA") and Clean Line agree to the following standards and policies that Clean Line will implement as it constructs the Rock Island Clean Line Project (the "Rock Island Clean Line" or "Project"), an approximately ± 600 kV HVDC transmission line and related AC improvements, on agricultural land in Illinois. The standards and policies in this Agricultural Impact Mitigation Agreement ("Agreement") will serve to minimize the negative agricultural impacts that may result due to transmission line construction.

The below prescribed construction standards and policies only apply to construction activities occurring partially or wholly on privately owned agricultural land. They do not apply to the construction activities occurring on highway or railroad right-of-way, on other publicly owned land, or on land owned in fee by Clean Line for the purpose of construction of the HVDC-to-AC converter station. Clean Line does agree, however, to adhere to the construction standards relating to the repair of drainage tile (Section 5 under Construction Standards and Policies in the Agreement) regardless of where the drainage tile is encountered, except on the converter station parcel owned by Clean Line.

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

Rock Island Clean Line Agricultural Impact Mitigation Policies
Mitigative Action Conditions

- A. All mitigative actions are subject to modification through negotiation by Landowners and a representative of Clean Line. Certain policies require Clean Line to consult with the Landowner or Tenant of a property. Clean Line will engage in good faith efforts to secure the agreement of the Landowner in such cases.
- B. For all actions described herein, Clean Line may negotiate with Landowners for Landowners to carry out the mitigative actions that Landowners wish to perform themselves.
- C. Unless otherwise specified, Clean Line will use commercially reasonable efforts to 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 may be made by Clean Line during the construction process as needed to minimize the risk of additional property damage that may result from an extended construction time period. If weather delays the completion of any mitigative action, Clean Line will provide the Landowner with an estimate of the time needed for completion of the mitigative action.

- D. All mitigative actions pursuant to these policies will extend to associated future construction, maintenance, and repairs by Clean Line.
- E. Clean Line will use good faith efforts to determine all affected Tenants along the route of the transmission line. Clean Line will endeavor to keep Tenants informed of the Project's status and other factors that may have an impact upon their farming operations.
- F. Clean Line agrees to include this document, or any subsequent document or agreement that supersedes it, as part of its submission to the Illinois Commerce Commission. If an environmental assessment and/or impact statement is required for the Project, Clean Line will include a statement of its adherence to these policies in those documents.
- G. Clean Line 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 Clean Line for the Project.
- H. To the extent a mitigative action required by these policies is determined to be unenforceable in the future due to requirements of other permits issued for the Project, Clean Line will so inform the Landowner or Tenant and the Department. Clean Line will work with them to develop a reasonable alternative mitigative action. In addition, no other provision shall be affected by that holding, and the remainder of the Agreement shall be interpreted as if it did not contain the unenforceable provision.

Definitions

Agreement - Refers to this document, the Agricultural Impact Mitigation Agreement, between Rock Island Clean Line LLC and the Illinois Department of Agriculture pertaining to the construction of the Rock Island Clean Line HVDC line and related AC facilities owned by Rock Island Clean Line LLC in Illinois.

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.

Clean Line - References to Clean Line shall refer to Rock Island Clean Line LLC and any contractor or sub-contractor in the employ of Rock Island Clean Line LLC for the purpose of completing the Electric Line or any mitigative actions contained herein.

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

Cropland - Land used for growing row crops, small grains, or hay; includes land that was formerly used as cropland but that is currently in a government set-aside program and pastureland comprised of prime farmland.

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

Landowner - Person(s) holding legal title to property on the Electric Line route 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.

Prime farmland - Agricultural land comprised of soils that are defined by the USDA Natural Resources Conservation Service as being "prime" soils (generally considered the most productive soils with the least input of nutrients and management).

Project - means the Rock Island Clean Line HVDC transmission line and related AC facilities to be constructed and owned by Clean Line.

Right-of-way - Includes the permanent and temporary easements that Clean Line acquires for the purpose of constructing and operating the Project.

Tenant - refers to the person(s) primary 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.

Rock Island Clean Line Agricultural Impact Mitigation Policies
Construction Standards and Policies

1. Advance Notice of Access to Private Property

Except in the event of an emergency, Clean Line 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 Clean Line's intent to access the Landowner's land. If the Landowner cannot be reached in person or by telephone, Clean Line will mail or hand deliver to the Landowner's home a written notice of Clean Line's intent.

2. Reporting of Inferior Agricultural Impact Mitigation Work

Prior to construction of the Electric Line, Clean Line will provide the Landowner with a phone number and address to contact Clean Line should the Landowner observe inferior work relating to the agricultural impact mitigation work that is performed on the Landowner's property. Clean Line will respond to Landowner and Tenant telephone calls and correspondence within a reasonable time, or in any event, within three business days. Furthermore, Clean Line will provide the Landowner with the phone number and contact information for the Independent Agricultural Inspector as discussed in Section 13 of this Agreement.

3. Support Structure Type and Placement

Tangent structures (straight-line, non-turning structures) will utilize only single, drilled pier type concrete foundations or direct embed type foundations that are typical of single pole type structures. Clean Line will not utilize multi-foundation lattice type structures for tangent structures, though such structures may be used for turns, long spans such as river crossings, and similar situations where specific engineering and environmental challenges are present.

The use of guy wires will be avoided to the extent feasible. If guy wires are required, they will be marked with highly visible guards.

Clean Line will discuss pole placement issues with Landowners. To the extent reasonably possible, support structures will be spaced in such a manner as to minimize their interference with Cropland.

Clean Line will provide the Global Positioning System ("GPS") coordinates of the Project support structure locations to all Landowners or Tenants.

4. Above Ground Facilities

- Permanent above ground facilities in Cropland will be limited to support structures, conductors, communication lines, guy wires, and anchors.
- Temporary access roads, if needed, will be located by agreement with Landowners. Temporary roads will be designed so as to not impede proper drainage and will be built to accommodate mitigation measures for soil erosion. Upon abandonment, temporary roads may be left intact through mutual agreement of the Landowner and Clean Line unless otherwise restricted by federal, state, or local regulations; absent an agreement with the Landowner, temporary roads will be removed within 45 days of Completion of Construction of the Electric Line.
- Permanent access roads, if needed, will be located by agreement with Landowners. Permanent roads will be designed so as to not impede proper drainage and will be built to accommodate mitigation measures for soil erosion.
- 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 site locations will be chosen, to the extent possible, in locations that cause the least practical damage.

5. Drainage Tile

- If drainage tiling is used in areas where the Electric Line will be constructed, Clean Line will send out letters to Landowners inquiring whether support structures will impact tile systems.
- If Clean Line is advised of possible interference with drainage tiles, support structures will be relocated, to the extent reasonably possible, to avoid interference.
- If a drainage tile is intercepted by support structures, the drainage tile will be relocated per an agreement between the Landowners and Clean Line. The new drainage tile shall not be relocated more than 50 feet upstream or downstream of the original location, and the overall length of the reroute will not be greater than 125% of the original length. Reroutes will be completed per the recommendations of the Illinois Drainage Code, Circular 1226.
- If drainage tile is damaged during construction and repair is necessary, Clean Line shall reference any available county Soil and Water Conservation District specifications to aid in the repair. If no specifications are available from the county Soil and Water Conservation District, Clean Line shall reference the USDA NRCS Practice Standard Document, "Surface Drainage" – Code 606 to aid in the repair. Tiles will be repaired with materials of at least the same quality as that which was damaged. Tiles will also be repaired so they operate as well after construction as before construction began.
- Affected Landowners may elect to negotiate a fair settlement with Clean Line for the Landowner or Tenant to undertake the responsibility for repair, relocation, or reconfiguration of the

damaged tile; however, in these cases Clean Line will not be responsible for correcting repairs after completion of the Electric Line.

6. Irrigation Systems

- If the Electric Line or temporary work areas intersect an operational (or soon to be operational) spray irrigation system, Clean Line will establish with the Landowner or Tenant, an acceptable amount of time the irrigation system may be out of service.
- If, as a result of the Electric Line 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.
- Clean Line 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.

7. Restoration of Soils of Compaction and Rutting

- Clean Line will restore rutted land to as near as practical to its pre-construction condition.
- Unless the Landowner opts to do the restoration work, or specifies other arrangements that are acceptable to Clean Line, to mitigate compaction impacts:
 - (1) Clean Line will decompact soil to a depth of 18" any Cropland that has been traversed by construction equipment used for the construction or maintenance of the Project, and
 - (2) Clean Line will chisel to a depth of 12" any pasture or hayland that has been traversed by construction equipment used by Clean Line for the construction or maintenance of the Project.
- Clean Line will repair or pay to have repaired any compaction or rutting within 45 days, weather and Landowner permitting, of the completion of the Electric Line's construction.

8. Fertilization of Disturbed Soil

If desired by the Landowner, within 45 days of Completion of Construction of the Electric Line, weather and Landowner permitting, Clean Line will agree to apply fertilizer and lime to land 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. Clean Line will apply the fertilizer at a rate established by the University of Illinois Extension office, unless the Landowner specifies other arrangements that are acceptable to Clean Line.

9. Repair of Damaged Soil Conservation Practices

- Clean Line will repair any damage to soil conservation practices (e.g. terraces, grassed waterways, etc.), that are damaged by construction of the Electric Line.
- If Clean Line 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, and any other local, state, or federal requirements, as applicable.
- Clean Line 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.

10. Preventing Erosion

Clean Line will work with Landowners to prevent or correct excessive erosion on all lands disturbed by construction by implementing reasonable methods to control erosion. Clean Line will follow the recommendations of the county Soil and Water Conservation District and any other required permit conditions.

Clean Line 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.

11. Removal of Construction Debris

As agreed to by the Landowner and Clean Line, Clean Line 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.

12. Damage to Private Property

If construction or related activities for the Rock Island Clean Line damage any private property, Clean Line 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, Clean Line will pay the ongoing commercial rate for that work.

13. Agricultural Inspector

- Clean Line will employ an Agricultural Inspector for the Project to verify Clean Line's compliance with the provisions of this Agreement. The Agricultural Inspector will work collaboratively with any other Clean Line representatives in achieving compliance with this Agreement. The Agricultural Inspector will be directly available to Landowners and Tenants to address their concerns, after construction is underway.
- The Agricultural Inspector will have the authority to stop construction activities that are determined to be out of compliance with this Agreement.
- Clean Line will document instances of noncompliance and work with construction personnel to identify and implement appropriate corrective actions as needed.
- Clean Line will train construction personnel on the provisions of this Agreement and provide field training on specific topics as needed.

14. 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. Clean Line 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 Clean Line is to remove excess soil materials or spoils or rocks, Clean Line will do so within 45 days following Completion of Construction of the Electric Line, weather and Landowner permitting.

15. Clearing of Trees and Brush from the Easement

- If trees are to be removed from privately owned land, Clean Line will consult with the Landowner to see if there are trees of commercial or other value to the Landowner.
- If there are trees of commercial or other value to the Landowner, Clean Line will allow the Landowner the right to retain ownership of the trees with the disposition of the trees to be negotiated prior to the commencement of land clearing, if it is determined by the parties that the trees can be removed safely.
- Clean Line's intent is to chip or mulch trees and brush of no value; however, it will follow the Landowner's desires, if reasonable and legally permitted, regarding the disposition of trees and brush of no value to the Landowner by windrowing, burial, chipping/mulching or removal from any affected property.

16. Organic Farms

Clean Line will send letters to all Landowners 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, Clean Line will avoid use of treated wood for construction matting and avoid herbicide and fertilizer application.

17. Indemnification

Clean Line will indemnify all owners of Agricultural Land upon which such Electric Line is installed, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the construction, maintenance, removal, repair, use, or existence of such Electric Line, whether heretofore or hereafter installed, including damage to 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 owners, their heirs, successors, legal representatives, and assigns.

18. Miscellaneous

- a. The policies included in this Agreement apply to construction and maintenance activities occurring partially or wholly on privately owned Agricultural Land.
- b. The policies included in this Agreement are subject to modification through negotiation with specific Landowners.
- c. Clean Line will use good faith efforts to consult with both Landowners and Tenants of a given property as appropriate.
- d. Clean Line will incorporate by reference, the terms of this Agreement, in easement agreements executed with Landowners on Agricultural Land in Illinois. However, in the event of a conflict between this Agreement and an easement agreement, the easement agreement will control.

Concurrence of the Parties to this Agreement

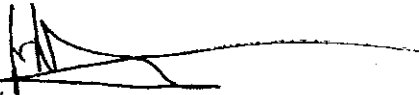
Clean Line and the Illinois Department of Agriculture concur that this Agreement is the complete agreement governing the mitigation of agricultural impacts that may result from the construction of the Project. Clean Line and the Department of Agriculture further concur that reference to Clean Line's adherence to this Agreement should be included in the opinions and findings of the Illinois Commerce Commission should the Commission issue any Certificate of Public Convenience and Necessity for transmission lines that may impact Agricultural Land.

The effective date of this Agreement commences on the date of execution.



(signature)

Robert F. Flider, Director
Illinois Department of Agriculture



(signature)

Michael Skelly, President
Rock Island Clean Line LLC



(signature)

by Raymond J. Watson, General Counsel

State Fairgrounds
801 Sangamon Avenue
Springfield, IL 62702

1001 McKinney, Suite 700
Houston, TX 77002

May 29, 2013

(date)

May 29, 2013

(date)