

AFFIDAVIT OF JOHN G. HOBBS

John G. Hobbs, being first duly sworn, on oath states as follows:

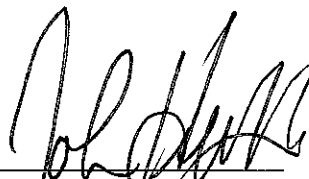
1. My name is John G. Hobbs, and I reside in Randolph County, Missouri. I am an individual over the age of eighteen. I have personal knowledge of the facts set forth in this Affidavit, and if called to testify as a witness I would competently do so.

2. I own a parcel of land in Randolph County which Grain Belt has said would be crossed by its proposed electric transmission line.

3. Attached to this Complaint as Exhibit 1 is a true copy (except for the redaction of property valuations) of a 3 page "cover letter" dated June 24, 2020, which was sent to me and which purports to be from a Mr. Alex Brown, with the firm of Contract Land Staff.

4. Attached to this Complaint as Exhibit 2 is a true copy (except for the redaction of property valuations) of a proposed 11 page Transmission Line Easement Agreement plus Exhibits A-F thereto, all of which accompanied the cover letter marked as Exhibit 1.

I declare under penalty of perjury that the foregoing statements are true and correct.

  
John G. Hobbs

Subscribed and sworn to before me this 14th day of July, 2020.

  
Notary Public

My commission expires: 9-1-2020



TERRI L. JOHNSON  
My Commission Expires  
September 1, 2020  
Randolph County  
Commission #12534419

# EXHIBIT 1



06/24/2020

John G. Hobbs  
2095 County Road 2160  
Huntsville, MO 65259

Subject: Parcel Tax ID: 11-5.0-16.0-0.0-000-003.000, 11-5.0-15.0-0.0-000-010.000, Randolph County, Missouri

Dear John G. Hobbs,

I am writing to introduce myself as the dedicated land representative for you and landowners in your area working on behalf of the Grain Belt Express transmission line project ("Grain Belt"). Contract Land Services ("CLS") has been retained by Invenergy Transmission LLC to conduct landowner outreach and easement negotiations, and I recently attempted to contact you by phone but was unsuccessful. The phone number I have for you is (660) 676-3455. If this number needs to be updated, please let me know through the contact information I have provided at the bottom of this letter.

I am also writing to provide you with the standard form easement agreement for Missouri landowners, along with documents relating to payments and parcel ownership. Presented below is your easement payment offer summary:

**Your Easement Payment  
Offer Summary**



**Grain Belt Express**  
TRANSMISSION LINE

Easement Payment Only (Structure and Crop Payments To Be Determined)				
Parcel	Easement Acreage	Land Type	Per-Acre Value	Market Values
MO-RD-020.000	6.292	Pasture and Hay	████████	████████
MO-RD-022.000	9.095	Pasture and Hay	████████	████████
			Total Market Value:	████████
			Market Premium Being Offered by Grain Belt:	110%
			Total Easement Offer:	████████
			Payment to Landowner at Signing (20%):	████████
			Balance of Payment to Landowner (80%):	████████

*Payment amounts are subject to change based on adjustments to easement areas and project design. For simplicity, the Balance of Payment amount reflects the one-time payment option, but annual payments are an option.*



**Additionally, you will be paid for any structures to be built on your property at a value of \$18,000 per structure, as well as receive compensation for any crop and conservation program revenues impacted by the project.** You may elect to receive easement, structure, and crop compensation payments in a lump sum or broken out into annual payments over time. All payment terms are further described in Exhibits C, D and E of the enclosed Easement Agreement.

The easement payment offer is based on land type data and corresponding market valuation information that was available to Invenergy Transmission (Grain Belt's owner) and CLS at the time this letter was prepared. In certain cases, access to records has been limited due to COVID-19. If you have reason to believe that the information used to calculate the offer for your land is incorrect, please notify me. Grain Belt anticipates there will typically be four to five structures built per mile. Structure locations are not yet final, and your input about site-specific conditions will help inform where structures are sited.

Enclosed with this letter are the following documents:

1. **Parcel Identification:** Parcel summary information as published by your county
2. **Easement Agreement:** The standard form contract for Grain Belt land agreements, with certain information fields and Exhibits filled in for the parcel(s) you own
3. **Landowner Frequently Asked Questions:** Answers common questions landowners may have about Grain Belt
4. **Payment Form:** For you to specify how you wish to receive payments and/or designate if you wish for any portion of your payment to be directed to other recipients
5. **USDA Consent Form:** Authorizes USDA to release information to Grain Belt so that Grain Belt can coordinate and compensate you appropriately for any land you have enrolled in a USDA program (CRP, EQIP, or similar) that is impacted by the project
6. **W-9:** Standard tax form required by the Internal Revenue Service

After you have had some time to review the information, I will contact you to follow up and answer any questions you have. Additionally, my contact information is below, and I invite you to reach out to me at any time. Thank you for your time, and I hope to speak with you soon.



Respectfully,

A black and white scan of a handwritten signature, which appears to read "Alex Brown". The signature is written in a cursive, flowing style.

**Alex Brown**

Contract Land Staff, LLC

555 Washington Avenue, Suite 310

St. Louis, MO 63101

Alex.brown@contractlandstaff.com

(636) 387-2199

# EXHIBIT 2

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*(Space above reserved for Recorder of Deeds certification)*

1. *Title of Document:* Transmission Line Easement Agreement
  2. *Date of Document:* \_\_\_\_\_, 20\_\_\_\_
  3. *Grantor(s):* JOHN G. HOBBS
  4. *Grantee(s):* Grain Belt Express LLC, an Indiana limited liability company
  5. *Grantee Mailing Address(s):* Grain Belt Express LLC  
c/o Invenenergy Transmission LLC  
One South Wacker Drive, Suite 1800  
Chicago, Illinois 60606  
Attn: Land Development
  6. *Legal Description:* See Exhibit A attached hereto.
  7. *Reference Book and Page(s):* N/A
-

## TRANSMISSION LINE EASEMENT AGREEMENT

### County of Randolph, State of Missouri

This Transmission Line Easement Agreement ("**Agreement**") as of \_\_\_\_\_, 20\_\_ (the "**Effective Date**"), by and between **JOHN G. HOBBS**, ("**Grantor**") with a mailing address of 2095 County Road 2160, Huntsville, MO 65259, and Grain Belt Express LLC, an Indiana limited liability company ("**Grantee**") with a mailing address of One South Wacker Drive, Suite 1800, Chicago, Illinois 60606, Attn: General Counsel.

1. Grantor owns certain real property in Randolph County, Missouri, with a legal description as shown on the attached Exhibit A (the "**Property**").
2. Grantor does hereby grant and convey unto Grantee, an exclusive as to the types of Facilities (defined below) easement (the "**Easement**") to construct, operate, repair and maintain a transmission line, as further described below. The location of the Easement is generally as depicted on the attached Exhibit B (the "**Easement Area**") which will be a strip of land designated by Grantee, anticipated to be 75 feet (not to exceed 100 feet) on each side of the center-line of the "as built" Facilities.
  - a. Payments. In exchange for receiving the Easement, Grantee shall pay Grantor payments pursuant to that certain Easement Calculation Sheet attached hereto as Exhibit C, which shall remain confidential and will be removed prior to any recording of this Agreement. Additionally, to the extent applicable, Grantee will pay Grantor for certain damages as set forth in and in accordance with the terms of the Structure Compensation Calculation Sheet attached hereto as Exhibit D, and the Crop Compensation Calculation Sheet attached hereto as Exhibit E, each of which shall remain confidential and will be removed prior to any recording of this Agreement.
  - b. USDA Program. If any portion of the Property is removed from a U.S. Department of Agriculture (USDA) program, or if Grantor's payments due under such USDA program are reduced, due to Grantee's installation of Facilities on the Property, Grantee shall reimburse Grantor as provided on Exhibit E.
  - c. Transmission Easement. The Easement includes rights to develop, permit, construct, reconstruct, repair, improve, alter, replace, operate, use, inspect, maintain and remove a transmission line, which transmission line may include poles, towers and structures, such wires and cables as Grantee shall from time to time suspend therefrom, foundations, footings, attachments, anchors, ground connections, communications devices, and other equipment, accessories, access roads and appurtenances, as Grantee may deem necessary or desirable in connection therewith (the "**Facilities**") and to study or inspect in preparation therefor, including survey, soil sampling, geotechnical evaluation, environmental tests, archeological assessments, and transmission and interconnection studies. The Easement may be used for the transmission of electrical energy and for communication purposes, whether existing now or in the future in order to facilitate the delivery of electrical energy.
  - d. Telecommunications Easement. The Easement may also be used for installation, operation, and maintenance of fiber optic cable and other equipment needed for the transmission of communications to or by third parties.
  - e. Site Plan. Prior to construction, Grantee shall provide Grantor with a site plan indicating the approximate proposed location of the Facilities, including structures and access roads. No later than twenty (20) days after receipt of the site plan from Grantee, Grantor shall provide Grantee



with Grantor's comments or proposed revisions to the site plan, if any. Grantee shall consider in good faith revising the approximate proposed location of the Facilities based upon any such comments or proposed revisions, in Grantee's discretion. Grantor and Grantee agree that after the final engineering design and construction of the Facilities have been completed, Grantee will commission a surveyor to create a precise legal description for the Easement Area.

- f. Access Easement. The Easement includes the non-exclusive right of ingress and egress over the Easement itself, over the Property of the Grantor in order to obtain access to the Easement, and over the Property of Grantor adjacent to the Easement and lying between public or private roads and the Easement in such a manner that shall cause the least practicable damage and inconvenience to the Grantor, taking into account proximity to public means of access, terrain, and other geographical and engineering considerations, and Grantee's ability to exercise its rights under this Agreement.
  - g. Grantor Notification. Except in the event of an emergency, Grantee will provide notice to the Grantor at least 24 hours in advance of accessing the Property for the first time for the purpose of constructing, modifying, or repairing the Facilities.
  - h. As-Built. Grantor authorizes Grantee to unilaterally record a legal description and/or drawings of the "as built" Facilities to reflect the precise location of the Easement Area. However, upon the request of Grantee, Grantor agrees to cooperate with Grantee and to join Grantee in the execution of an amendment to this Agreement or any other documents in recordable form for the purpose of documenting and recording the precise location of the Easement Area.
  - i. Grantee Conduct. Any Facilities constructed by Grantee will be constructed in a good and workmanlike manner and such Facilities shall be so maintained until the termination of this Easement or removal of such Facilities by Grantee.
  - j. Gates. After entering or exiting any gate providing access to the Property, Grantee shall leave such gate in the same open/close condition as existed prior to such entrance/exit; provided, however, that Grantee may, only upon consultation with Grantor, leave such gates open during construction, installation, improvement, replacement, repair and maintenance of the Facilities. Following the construction of the Facilities, should Grantor maintain livestock on the Property, Grantee shall be responsible for any and all liability or damages incurred by Grantor and directly caused by the Grantee, Grantee's agents, assigns, successor's failure to properly close any gates on the Property, which gates were opened by Grantee, Grantee's agents, assigns or successors.
3. Crop Compensation. Grantee will repair or pay, at Grantee's option, Grantor or its tenants for any damage to Grantor's or Grantor's tenants' improvements, livestock and/or crops as a result of Grantee exercising its rights under this Agreement, whether such damage occurs before, during, or after construction. Crop compensation will be paid in accordance with the methodology set in the Crop Compensation Calculation Sheet, attached hereto as Exhibit E. Grantor and Grantee agree that the Crop Compensation Calculation Sheet or any alternative Crop Compensation Term Sheet executed concurrently with this Agreement is in satisfaction of all loss in crop yields attributed to construction of the Facilities and all routine operation and maintenance throughout the Term of this Agreement and Grantor waives all additional claims for loss in crop yields associated with such construction and routine operation and maintenance. In the event of non-routine maintenance or reconstruction, Grantor and Grantee agree to negotiate in good faith regarding compensation paid by Grantee to Grantor for all loss in crop yields attributed to such non-routine maintenance or reconstruction, with the intent that the Grantor be made whole for any damages or losses that occur as a result of non-routine maintenance or reconstruction.

4. Clearance Easement. Notwithstanding Section 3 above, Grantee shall, without being liable for damages, have the right from time to time, including after the initial construction of the Facilities, to: (a) clear the Easement Area of any improvements or other structures installed by Grantor after the execution hereof to the extent that they interfere with Grantee's ability to exercise its rights under this Agreement, except fences (provided Grantee shall at all times have access through any such fence by means of a gate (at Grantee's cost)); (b) control, cut down, trim and remove trees and underbrush from the Easement Area; and (c) cut down and trim any tree located encroaching upon the Easement Area or Facilities that in the reasonable opinion of Grantee may interfere with the safety, proper operation and/or maintenance of the Facilities. Grantor may retain the right to trees of commercial value. When clearing easement, Grantee shall: (a) coordinate with the Grantor regarding disposition of trees of commercial value at least 30 days before the commencement of clearing; (b) if requested by Grantor, cut logs 12" in diameter or more into 10 to 20 foot lengths and stack them just outside the right-of-way for handling by the Grantor; (c) cut stumps as close to the ground as practical, but in any event will be left no more than 4 inches above grade; (d) treat stumps to prevent regrowth consistent with industry best practices and subject to vegetation types, site specific land uses, and any environmental sensitivities; (e) notify Grantor of the Transmission Vegetation Management Policy and of the specific vegetation treatments for Grantor's property; (f) reseed disturbed areas consistent with reclamation best practices in consultation with Grantor, restoration specialists, and government agencies; (g) follow best practices to minimize erosion, with particular practice employed at a given location depending upon terrain, soil, and other relevant factors.
5. Non-Interference. Grantor shall have the right to use the Easement Area for normal farming and grazing, hunting, recreation, and any other purposes provided that (a) hunting shall not be done in a manner that could reasonably endanger personnel constructing the Facilities, (b) Grantee shall at all times have access through any fences to the Easement Area by means of a gate, and (c) such uses do not interfere with electrical safety or Grantee's rights and permitted use of the Easement for the purposes described herein. Grantor shall not engage in any activity or grant any rights to third parties in the Easement Area that would interfere with Grantee's use of the Easement, including, without limitation, the drilling or operation of any well, construction of any building or other structure, changing of the existing grade, or installation of any utility or other line, main, conduit, fixture or other appurtenance within, under, upon or over the Easement Area, without in each case the prior written consent of Grantee, which consent shall not be unreasonably withheld. Grantor acknowledges and agrees that during the initial construction of the Facilities or any major work on the Facilities during which periods Grantee shall work expeditiously to complete such construction or work with reasonable diligence, Grantor may not have access to or use of the Easement Area for any purpose so as to avoid interfering with such construction or other repair work and in order to allow Grantee to maintain the safety of persons and property during such construction or other repair work.
6. Title to Facilities and Property. Grantee shall have no ownership interest in fee title to the Property. Grantee will retain title to the Facilities and shall have the right to remove them from the Property at any time. Grantor shall have no ownership interest in or to any Facilities. Nothing in this Agreement, however, shall be construed as requiring Grantee to install or operate the Facilities. Grantee shall have the right to quietly and peaceably hold, possess and enjoy the Easement for the duration of this Agreement, without hindrance or molestation, and Grantor shall defend Grantee's right of use and occupancy to the same against the claims of all persons. When executed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms.
7. Representations. Grantor represents, warrants and covenants that they are the true and lawful owners of the Property, have good and marketable title to the Property, have the unrestricted right, power and authority to grant and convey the Easement as herein provided, and that there are no recorded or

unrecorded liens, encumbrances, leases (including oil, gas and/or other mineral interests), easements, licenses, rights of way, mortgages, deeds of trust, conservation easements or other exceptions that could interfere with Grantee's operations on the Property. Grantor shall fully cooperate and assist Grantee, in removing or limiting such interference, including obtaining a subordination and non-disturbance agreement.

8. Cooperation. Grantor shall cooperate with Grantee (including signing in Grantor's name, if necessary), at no expense to Grantor, in applying for, complying with or obtaining any approvals and consents, environmental reviews, or any other permits, licenses, approvals or consents requested by Grantee for the financing, construction, installation, replacement, relocation, maintenance, repair, operation or removal of the Facilities and any other improvements made by Grantee and permitted in this Agreement. Grantor shall take no actions that would cause Grantee to fail to comply with permits, approvals, or consents of any governmental authority having jurisdiction over the Property once issued. To the extent permitted by law, Grantor hereby irrevocably waives enforcement of any applicable setback requirements respecting the location of Facilities.
9. Taxes. Grantor shall pay all taxes, assessments, or other governmental charges, general and specific, that shall or may during the Term be imposed on, or arise in connection with the Property itself; provided, however, during the Term Grantee shall be liable for any incremental increase in such taxes, assessments, or other governmental charges for the Property directly or indirectly resulting from the presence of the Facilities on the Property. Grantee shall pay all taxes, assessments, or other governmental charges that are due and payable with respect to the Facilities on the Property.
10. Insurance. Grantee shall procure and maintain at its sole cost and expense throughout the Term of this Agreement, a policy or policies of liability insurance in amounts not less than a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate, insuring against any and all liability to the extent obtainable for injury or death of a person or persons or damage to property occasioned by or arising out of or in connection with the use, construction, and occupancy of the Property, such liability limit may be maintained with a combination of primary and excess coverage in a manner permitted under Missouri law.
11. Termination. Grantee may terminate this Agreement at any time by providing written notice to Grantor and removing Facilities from the Property as soon as practicable whereupon all further rights and obligations under this Agreement shall terminate. In the event the Facilities are permanently retired from service, Grantee shall promptly issue termination notice to Grantor. Upon such termination of this Agreement, Grantee shall, as soon as practicable thereafter, (i) file a release of the Easement in the real property records of the county in which the Property is located, (ii) remove above-ground and below-ground (to a depth of three (3) feet below grade) Facilities from the Property and (iii) secure, maintain and dispose of debris with respect to the Facilities. All of the Property disturbed by Grantee shall be restored to a condition reasonably similar to its original condition. Reclamation shall include, as reasonably required, leveling, terracing, mulching and other reasonably necessary steps to prevent soil erosion.
12. Default. If either Party defaults in performance of an obligation under this Agreement the non-defaulting Party shall not have the right to exercise any remedies hereunder if the default is cured within sixty (60) days of receiving written notice of such default from the non-defaulting Party specifying in detail the default and the requested remedy (the "Notice of Default"); provided, that if the nature of the default requires, in the exercise of commercially reasonable diligence, more than sixty (60) days to cure then the non-defaulting Party shall not have the right to exercise any remedies hereunder so long as the defaulting Party commences performance of the cure within sixty (60) days of receipt of Notice of Default and thereafter completes such cure with commercially reasonable diligence. Subject to the

limitations set forth in this Section 12, should a default remain uncured beyond the applicable cure periods the non-defaulting Party shall be entitled to exercise any remedy available at law or equity. Notwithstanding the foregoing, anything to the contrary contained in this Agreement, or any rights at law or in equity, in the event there are Facilities located on the Property, in no event shall any default of this Agreement beyond applicable cure periods terminate, or entitle any Party to terminate, this Agreement or any Easement or right granted hereunder.

13. **Notices.** 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 a party, (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, addressed to the mailing address set forth above. 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.

a. **Ownership Change.** All payments issued hereunder will be paid to Grantor, as set forth in this Agreement, or its permitted successors and assigns. If Grantor comprises more than one person or entity, then all payments will be issued by a single check payable to all such persons or entities, unless otherwise indicated below. Each person or entity holding record title to the Property hereby acknowledges and agrees that all payments are legally permitted to be made as set forth below and that no other party shall have any right to such payments or to contest the payments and allocations as set forth below. Notwithstanding the foregoing, in the event Grantor transfers all or any its fee title interest in the Property, Grantee is authorized to continue to make payments to Grantor as specified in the Agreement or the successor for which Grantee has previously received the Notice Documents (as hereafter defined) until sixty (60) days after Grantee receives all of the following from the new successor Grantor(s) of the Property (individually and collectively, "**Successor Grantor**"): (i) notice of the transfer of any fee title interest in the Property with the Successor Grantor's name and address for communications and payment, (ii) a completed Internal Revenue Service Form W-9 for the Successor Grantor, and (iii) the executed document evidencing the transfer of fee title interest in the Property to the Successor Grantor(s) (collectively, "**Notice Documents**"). In the event that the Notice Documents are not delivered to Grantee and a disagreement arises among the prior or current-documented Grantor(s) and any Successor Grantor, the disagreement shall be resolved between such prior or current-documented Grantor(s) and any Successor Grantor, neither Grantor shall have any right or claim against Grantee, each Grantor shall hold Grantee harmless and indemnify Grantee from the same, and Grantee shall have no obligation to change to whom the payments are made until and unless the Notice Documents are delivered to Grantee accompanied by satisfactory evidence that the disagreement has been resolved. Each person receiving payment hereunder agrees to fully indemnify and hold harmless Grantee against claims by any third party in connection with its payments hereunder to the person/entities set forth herein. **Check one below:**

- ☐ A single check should be issued payable to all persons/entities comprising Grantor.
- ☐ Separate checks should be issued to each Grantor as set forth below:

Grantor:		
Payment Allocation:	____%	____%

- b. Preferred Method of Contact. In addition to the notice requirement set forth above, Grantor has indicated their preferred method of contact for informal, emergency, or otherwise urgent communications with Grantee's development team and Grantor below:

*Check all that apply*

- ☐ U.S. Mail at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- ☐ Phone at the following number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

- ☐ Email at the following address: \_\_\_\_\_

14. Right to Mortgage. The rights of Grantee under this Agreement may be sold, assigned, mortgaged or leased, in whole or in part, by Grantee at any time. In the event of any such sale, assignment or lease by Grantee of its interests in this Agreement (in whole or in part), Grantee shall be released from its obligations under this Agreement to the extent of such sale, assignment or lease provided that any such purchaser, assignee, or lessee assumes all of Grantee's obligations under this Agreement.
15. Benefits and Burdens. The Easement and any restrictions of this Agreement are covenants running with the Property and land affected and shall be binding on and inure to the benefit of Grantor and Grantee, 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, Grantor acknowledges and agrees that any and all sums due under this Agreement, including, without limitation, under the Easement Calculation Sheet and the Structure and Damages Calculation Sheet shall be paid only to the then owner of record of the Property at the time the applicable payment is due.
16. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri. Grantor and Grantee agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If Grantor and Grantee are unable to resolve amicably any dispute arising out of or in connection with this Agreement, subject to the limitations as otherwise set forth herein each shall have all remedies available at law or in equity in state and federal courts in the State of Missouri.
17. Indemnification; Waiver of Claims
- a. Grantee shall indemnify and hold harmless Grantor and any tenants of Grantor from any and all liability, claims, suits, demands, actions, loss, damage and expense, including court costs and reasonable attorney's fees, for injury to persons or damage to property caused by Grantee, or Grantee's agents and representatives, in the exercise of Grantee's rights under this Agreement (collectively "**Claims**"), except to the extent resulting from Grantor's or such tenant's, as applicable, breach of the terms of this Agreement or from Grantor's or such tenant's, as applicable, gross negligence or intentional misconduct.
- b. Grantee's indemnification obligation hereunder includes all Claims brought by Grantee's employees, agents, contractors, subcontractors or other representatives related to any work performed on the Property in connection with the exercise of Grantee's rights in this Agreement.

- c. Grantee agrees that it shall not pursue, and hereby waives, any Claims against Grantor, except to the extent caused by Grantor's breach of this Agreement, gross negligence or intentional misconduct; provided however, this Section 17(c) shall not limit any of Grantee's remedies for breach of the terms of this Agreement.
18. Subordination. Grantor hereby consents to Grantee 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 Grantee, Grantor agrees to fully cooperate with Grantee 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. Grantor shall not be required to incur any third party out of pocket expenses in connection with assisting Grantee 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 Grantee. At no additional cost to Grantor, Grantor further agrees to cooperate with Grantee's efforts to obtain financing, including providing any documents reasonably requested by Grantee, its lenders or as otherwise reasonably required to effectuate the purposes of this Agreement.
19. Estoppel Certificates. Grantor shall promptly execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request, including, without limitation, that no default or failure to perform then exists under this Agreement, if such be the case) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as Grantee, any transferee or Mortgagee may reasonably request from time to time. At Grantee's option, such certificates, consents and agreements may be recorded in the relevant recording office. Grantor hereby consents to such recording.
20. Joint Ownership. If one or more persons, partnerships, corporations, trusts or other entities execute this Agreement as Grantor or have an ownership interest in the Property from time to time, the obligations of Grantor under this Agreement shall be the joint and several obligations of each such person, partnership, corporation, trust or other entity. All such persons, partnerships, corporations, trusts or other entities agree that they shall be solely responsible for allocating any payments made under this Agreement between themselves and that Grantee shall have no obligation to make any allocation.
21. Severability. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.
22. Protocols. The Missouri Landowner Protocol, Missouri Agricultural Impact Mitigation Protocol, and the Code of Conduct promulgated by the Grantee, and of record with the Missouri Public Service Commission (as may be amended, supplemented or replaced from time to time, collectively, the "Protocols"), are hereby incorporated by reference and shall be controlling on the activities of the Grantor and Grantee. The current version of the Protocols as of the Effective Date are available at <https://grainbeltexpress.com/>. In the event of a conflict between this Agreement and the conditions of the Protocols, the provision more favorable to Grantor shall control to the extent of such conflict.
23. Applicable Laws. Grantor and Grantee acknowledge their desire for the provisions of this Agreement to comply with all applicable Missouri and federal laws. As such, it being understood and agreed that if this Agreement does not comply in all respects with Missouri law or federal law, then this Agreement shall nonetheless remain in full force and effect, and shall be amended, in the manner that is fairest to each party, to cause such compliance to occur; and Grantor and Grantee agree to execute any amendments to this Agreement or a new easement (in such form reasonably requested by Grantee) as

may be necessary for that purpose. To the extent there is any question regarding the validity or enforceability of this Agreement due to the effect of any applicable Missouri law or federal law, relating to transmission leases or easements now or hereafter enacted, the parties hereby agree to amend the Agreement as set forth above and each party hereby waives its rights under any such existing or hereinafter enacted laws.

24. Hazardous Materials. Neither Grantee nor Grantee's agents or representatives shall violate any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of asbestos-containing materials, petroleum and petroleum products, explosives or any other substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property (each, a "**Hazardous Material**"). Grantee shall promptly notify Grantor if any such violation occurs.
25. Counterparts. This Agreement, and any amendment hereto, may be executed in multiple counterparts and, when executed by all parties, shall constitute one agreement effective and binding on all parties.
26. Waiver of Jury Trial. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.
27. Recordation. This Agreement may be recorded in the official records of the county in which the Property is situated; provided, however, the financial terms of this Agreement (as indicated in Exhibits C, D and/or E) shall be redacted from such recorded copy.

[Signature page follows]

## GRANTOR

JOHN G. HOBBS

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me to be the person who executed the within Transmission Line Easement Agreement, and acknowledged to me that he or she executed the same as his or her free act and deed and for the purposes therein stated.

Notary Public

My commission expires: \_\_\_\_\_

My commission number: \_\_\_\_\_



**GRANTEE:**

GRAIN BELT EXPRESS LLC,  
an Indiana limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice President

## ACKNOWLEDGMENT OF GRANTEE

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me to be the person who executed the within Transmission Line Easement Agreement as Vice President of Grain Belt Express LLC, and acknowledged to me that he or she executed the same as his or her free act and deed and for the purposes therein stated.

Notary Public

(S E A L)

Name: \_\_\_\_\_  
Notary Public, State of Illinois  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF RANDOLPH, STATE OF MISSOURI:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW-  $\frac{1}{4}$  NE-  $\frac{1}{4}$ ) AND SEVEN AND 88/100 (7.88) ACRES, BEING ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW-  $\frac{1}{4}$  SE  $\frac{1}{4}$ ) LYING NORTH OF THE PUBLIC ROAD AS NOW LOCATED: ALSO 79/100 (.79) OF AN ACRE, BEING ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE -  $\frac{1}{4}$  SE -  $\frac{1}{4}$ ) LYING NORTH AND WEST OF THE PUBLIC ROAD AS NOW LOCATED, ALL IN SECTION SIXTEEN (16), TOWNSHIP FIFTY-THREE (53) NORTH; RANGE FIFTEEN (15) WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND CONTAINING IN AGGREGATE 51.38 ACRES, MORE OR LESS.

BEGINNING AT A POINT 3.15 CHAINS SOUTH AND 2  $\frac{1}{2}$  CHAINS EAST OF THE SE CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER SECTION 16, TOWNSHIP 53, RANGE 15, RUN THENCE SOUTH 84  $\frac{1}{2}$  DEGREES, WEST 4.48 CHAINS, THENCE SOUTH 87 DEGREES WEST 8.45 CHAINS, THENCE SOUTH 14.90 CHAINS, EAST 12.25 CHAINS, NORTH 16.85 CHAINS TO PLACE OF BEGINNING; ALSO THE EAST 35 ACRES OF THE NE  $\frac{1}{4}$  OF THE SE  $\frac{1}{4}$  OF SAID SECTION 16, TOWNSHIP 53, RANGE 15.

EAST HALF (E  $\frac{1}{2}$ ) OF THE SOUTHWEST QUARTER (SW  $\frac{1}{4}$ ) AND THE WEST HALF (W  $\frac{1}{2}$ ) OF THE SOUTHWEST QUARTER (SW  $\frac{1}{4}$ ) OF THE SOUTHEAST QUARTER (SE  $\frac{1}{4}$ ) EXCEPT 12 ACRES OFF SOUTH SIDE THEREOF; ALSO 14.84 ACRES DESCRIBED AS FOLLOWS:

BEGIN AT A POINT 4.44 CHAINS SOUTH OF THE SOUTHWEST QUARTER OF SOUTHWEST QUARTER (SW  $\frac{1}{4}$ ) OF NORTHEAST QUARTER (NE  $\frac{1}{4}$ ) OF SECTION 16, RUNNING THENCE SOUTH 15.56 CHAINS, EAST 9.75 CHAINS, NORTH AND 14.90 CHAINS MARKED BY A STONE, THENCE NORTH 89 DEGREES WEST 9.81 CHAINS TO POINT OF BEGINNING AND BEING 14.84 ACRES, THE SOUTHWEST PART OF THE NORTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 53, RANGE 15.

THE EAST 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 16, IN TOWNSHIP 53 NORTH, RANGE 15 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

AND

ALL OF THE NORTHEAST QUARTER (NE  $\frac{1}{4}$ ) OF THE SOUTHWEST QUARTER (SW  $\frac{1}{4}$ ) OF SECTION FIFTEEN (15), TOWNSHIP 53, RANGE 15 LOCATED NORTH AND WEST OF COUNTY ROAD 2160; AND ALL OF THE SOUTHWEST QUARTER (SW  $\frac{1}{4}$ ) OF SECTION FIFTEEN (15), TOWNSHIP 53, RANGE 15, LOCATED SOUTH AND EAST OF COUNTY ROAD 2160.

Section 15 & 16, Township 53N, Range 15W

PIN No.: 11-5.0-16.0-0.0-000-003.000, 11-5.0-15.0-0.0-000-010.000

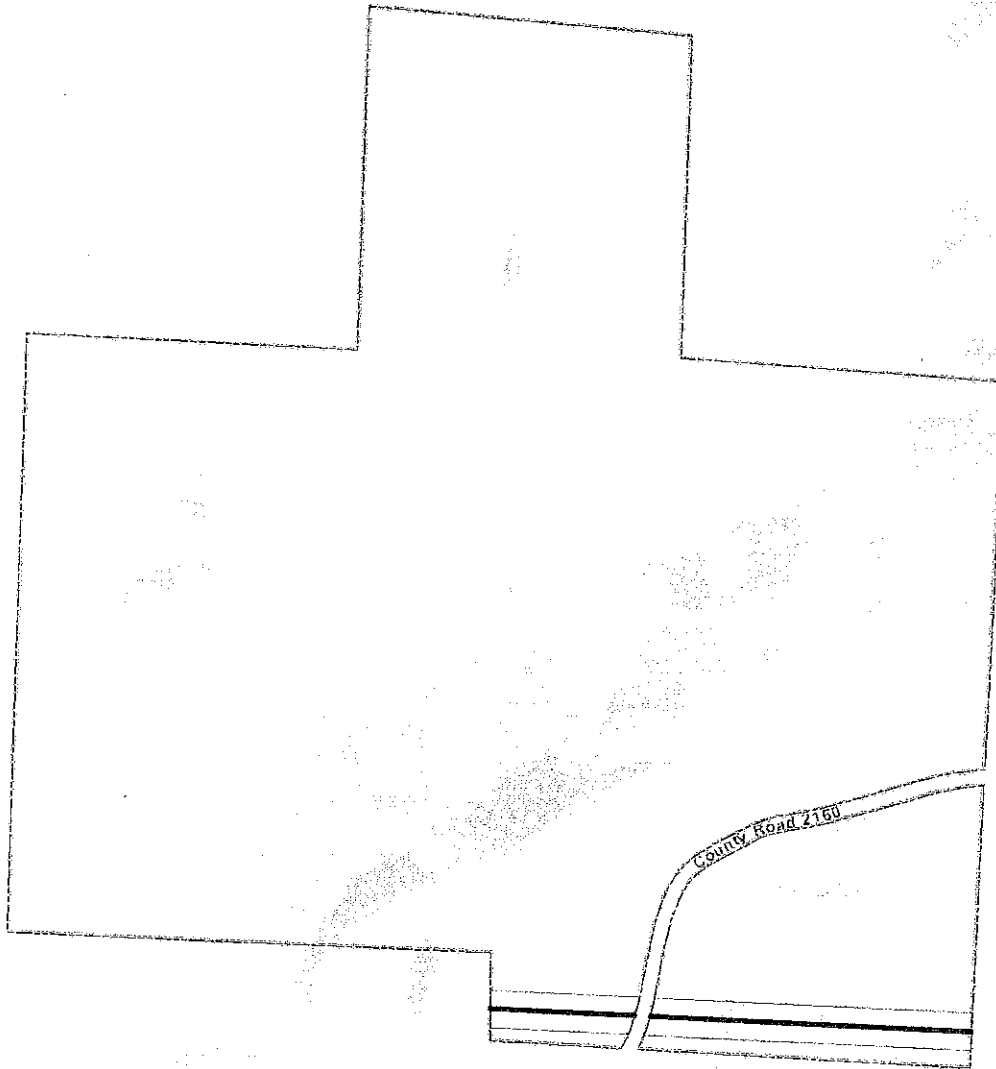
## **EXHIBIT B**

### **Depiction of the Transmission Easement Area**

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

Where the Facilities indicated above are shown to be along a property line, the Facilities shall be located directly adjacent to the property line, existing fence line, or on the property line unless prior written consent of Grantor is obtained.

**EXHIBIT B**  
**RANDOLPH COUNTY, MO**  
**S016-R15W-T53N**



- MPSC CENTERLINE
- 150' ANTICIPATED EASEMENT AREA
- PROPERTY BOUNDARIES

ROUTE LENGTH: 1844.48 FT \ 111.79 RDS  
 EASEMENT AREA: 6.29 AC  
 TRACT AREA: 259.02 AC

SURFACE CALCULATIONS AND LINEAR DISTANCES WERE  
 CALCULATED USING: NAD 1983 STATE PLANE MISSOURI  
 CENTRAL FIPS 2402 (US FEET)

**PRELIMINARY DRAWING**


1	IFA	8/22/2020	KA
NO	REVISION	DATE	APPR

SCALE	DATE	DRAWN	CHECKED	APPROVED	PROJECT	DRAWING NO.	SHEET
1:9,100	6/22/2020	KP	KA	KA	GBX	MO-RD-020.000	1 of 1



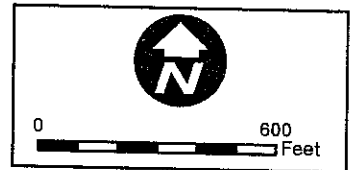
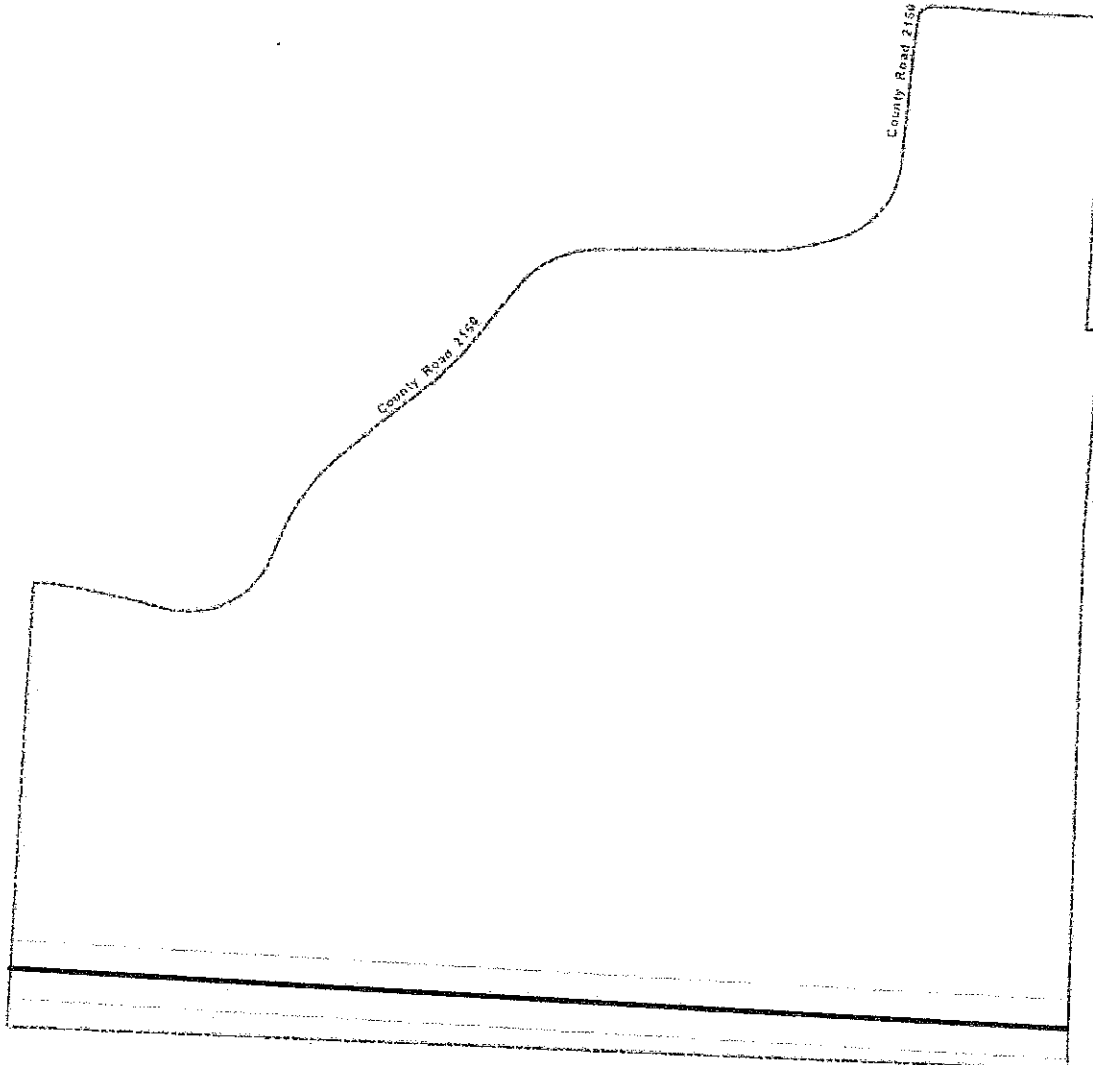
**Grain Belt Express**  
TRANSMISSION LINE

**TRACT NAME**

MO-RD-020.000

THIS MAP IS FOR INFORMATION PURPOSES. DISTANCES IN THIS MAP ARE APPROXIMATIONS ONLY AND SHOULD NOT BE USED FOR AUTHORITATIVE DEFINITION OF LEGAL BOUNDARY OR PROPERTY TITLE. ROUTING ADJUSTMENTS MAY OCCUR BASED ON LANDOWNER INPUT DUE TO SITING CONSTRAINTS ON PROPERTY.

**EXHIBIT B**  
**RANDOLPH COUNTY, MO**  
**S015-R15W-T53N**



— MPSC CENTERLINE  
 □ 150' ANTICIPATED EASEMENT AREA  
 □ PROPERTY BOUNDARIES

ROUTE LENGTH: 2866.39 FT \ 161.6 RDS  
 EASEMENT AREA: 9.1 AC  
 TRACT AREA: 111.16 AC

SURFACE CALCULATIONS AND LINEAR DISTANCES WERE  
 CALCULATED USING: NAD 1983 STATE PLANE MISSOURI  
 CENTRAL FIP'S 2402 (US FEET)

PRELIMINARY DRAWING						Grain Belt Express TRANSMISSION LINE		
						TRACT NAME		
						MO-RD-022.000		
1	IFA				6/22/2020	KA		
NO	REVISION				DATE	APPR		
SCALE	DATE	DRAWN	CHECKED	APPROVED	PROJECT	DRAWING NO.	SHEET	
1:5,800	6/22/2020	KP	KA	KA	GBX	MO-RD-022.000	1 of 1	

THIS MAP IS FOR INFORMATION PURPOSES. DISTANCES IN THIS MAP ARE APPROXIMATIONS ONLY AND SHOULD NOT BE USED FOR AUTHORITY DEFINITION OF LEGAL BOUNDARY OR PROPERTY TITLE. ROUTING ADJUSTMENTS MAY OCCUR BASED ON LANDOWNER INPUT DUE TO SITING CONSTRAINTS ON PROPERTY.

# [REMOVE BEFORE RECORDING]

## EXHIBIT C

### Easement Calculation Worksheet

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

Area ID	Width (ft)	Length (ft)	Area (1) (Acres)	Land Use	Market Value (2)	Values and Payments
MO-RD-020.000	150	1844.475	6.292	Pasture and Hay		
MO-RD-022.000	150	2666.394	9.095	Pasture and Hay		
					Total Market Value	
					Adjustment	110%
					Total Easement Consideration (3)	
					Due at signing (20%)	
					Balance Due	

Notes:

1. Areas calculated using conversion of 1 acre per 43,520 square feet
2. Market values determined by parcel in accordance with the Missouri Public Service Commission-approved Missouri Landowner Protocol.
3. If the Total Easement Consideration per parcel is less than \$2,000.00, then the Total Easement Consideration per parcel shall automatically be increased to \$2,000.00.

The Total Easement Consideration shall be paid as follows:

(A) **Initial Payment** (20% of the Total Easement Consideration) \_\_\_\_\_

*AND EITHER (B) or (C) BELOW*

(B) If Grantor selects the One-Time Up-front Easement Payment option below, then **Balance Due** will be paid prior to the earlier of (1) the date construction crews access the property to install structures or wires, or (2) *the date that is three (3) years after the Effective Date (such date, as may be extended pursuant to the Easement Agreement Extension, the "Easement Compensation Deadline")*. \_\_\_\_\_

*OR*

(C) If Grantor selects the Annual Easement Payment Option below, then the **Initial Annual Payment** (5% of the Balance Due) will be paid on the Easement Compensation Deadline. Grantee will pay subsequent annual \_\_\_\_\_

# [REMOVE BEFORE RECORDING]

payments, equal to the Initial Annual Payment, escalating at 2% per year from the date of the Easement Compensation Deadline.

## Easement Agreement Extension

The Easement Compensation Deadline may be extended for three years by payment to Landowner of 10% of the Total Easement Consideration on or before the date that is three (3) years after the effective date of the Transmission Line Easement Agreement (the "Extension Payment"). The Extension Payment shall be non-refundable, but will be credited towards the Balance Due.

Please initial one Payment Option below for the Balance Due:

Grantor Initials	Grantor Initials
Annual Easement Payment Option _____	One-Time Up-front Easement Payment _____

Initial Payment is paid within 15 days following the Effective Date.

If, based on the final legal description, it is determined that the Easement Width is greater or less than 150' and/or the Easement Length is greater or less than as shown above, Grantee 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 Exhibit.

Grantor acknowledges and agrees that Grantee is under no obligation to pay the Balance Due portion of the Total Easement Consideration but that if Grantee fails to do so on or before the Easement Compensation Deadline, subject to the cure provision in the Agreement, the Agreement shall terminate. Upon such a termination, Grantor shall retain the Initial Payment and any Extension Payment (if applicable), and Grantee shall have no further obligation or other liability to Grantor.

# [REMOVE BEFORE RECORDING]

## EXHIBIT D

### Structure Compensation Calculation Sheet

This Structure Compensation Calculation Sheet is made a part of that certain Transmission Line Easement Agreement ("*Agreement*") granted by Grantor to Grantee. All terms not defined in this Exhibit shall have the meaning attributed to them in the Agreement.

### STRUCTURE PLACEMENT CALCULATIONS

Grantee will determine the final number and type of structures. Grantee will initial and select either Annual Structure Payment\* or One-time Up-front Structure Payment.\*\*

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.

Please initial one Payment Option below:

Annual Structure Payment	Grantor Initials _____	One-Time Up-front Structure Payment	Grantor Initials _____
--------------------------	------------------------	-------------------------------------	------------------------

#### Annual Structure Payment\* (escalating at 2%)

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

OR

#### Up-front Payment Option\*\*

Lattice            [# of structures]       X            \$18,000.00       =            TBD      

STRUCTURE PLACEMENT COMPENSATION            TBD      

\*Annual payments are due prior to December 31st during each calendar year structure(s) are located on Grantor'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%).

\*\* Up-front Payments are due prior to December 31st of the year construction crews access the Property to install structure(s).



# [REMOVE BEFORE RECORDING]

## EXHIBIT E

### Crop Compensation Calculation Sheet

This Crop Compensation Calculation Sheet is made a part of that certain Transmission Line Easement Agreement ("*Agreement*") granted by Grantor to Grantee. All terms not defined in this Exhibit shall have the meaning attributed to them in the Agreement.

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### ADVANCE CROP COMPENSATION CALCULATIONS

Unless the Grantor negotiates different crop compensation terms, Grantor shall pay advance crop compensation based on 50 feet width X easement length.

Crop Types	Price (\$/bushel)	Yield (bushels/acre)	Easement length (feet)	Acres	Compensation (\$)
<i>Corn (bushel)</i>					
<i>Soybeans (bushel)</i>					
<i>Wheat (bushel)</i>					
<i>Other</i>					
<b>TOTAL</b>					

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 Federal Crop Insurance Program pricing.

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

With regard to losses of marketable timber, Grantee shall pay Grantor for the value of such marketable timber, as determined by a certified forester to be based upon market rates and the age and type of timber removed, and the timber removed shall still belong to Grantor and may be sold or used by the Grantor.

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

ADVANCE CROP COMPENSATION

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### USDA/CRP DAMAGES

If any portion of the Property is removed from a U.S. Department of Agriculture program (such as Conservation Reserve Program, Conservation Stewardship Program, Environmental Quality Incentives Program, or similar) ("**USDA Program**") or if Grantor's payments due under such USDA Program are

# [REMOVE BEFORE RECORDING]

reduced due to Grantee's installation of Facilities on the Property, Grantee shall reimburse Grantor for any verified rent payments, cost share payments, interest, and/or any other costs or fees that may be incurred by Grantor. Upon Grantee's request, Grantor shall provide Grantee with a copy of its USDA Program agreement or such other documentation that will verify the costs and fees for which Grantee shall be responsible for reimbursing Grantor. In the event Grantor enters into a new USDA Program contractor after the effective date of this Agreement, Grantor shall notify Grantee and provide a copy of the USDA Program agreement. Grantee acknowledges that such USDA Program contracts may be held in the name of Grantor or such other entity that Grantor may designate from time to time.

# [REMOVE BEFORE RECORDING]

## EXHIBIT F

Tract # MO-RD-020.000, MO-RD-022.000

### AUTHORIZATION TO RECEIVE MONIES

I/we, the undersigned, hereby authorize \_\_\_\_\_, to receive all or a portion of the payments due to me as the Owner on a tract of land located in Randolph County, Missouri specifically identified as:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Percentage of payment: \_\_\_\_\_ %

Said money/compensation is due from Grain Belt Express LLC, an Indiana limited liability company, as payment for the Transmission Line Easement Agreement dated \_\_\_\_\_ for a transmission line to be constructed across property owned by me, in whole or part.

This instrument may be executed in counterparts and shall be binding upon each party executing any counterpart.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Agent:

\_\_\_\_\_  
Owner: \_\_\_\_\_

\_\_\_\_\_  
Agent:

\_\_\_\_\_  
Owner: \_\_\_\_\_

**GRAIN BELT EXPRESS**  
**Easement Agreement – Signing Instructions**

Thank you for your consideration for the Grain Belt Express transmission line project. Below are some guidelines on how to sign the easement agreement.

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- **Item 13**

- Sub-item a
  - Please select which payment option you would prefer – a single check issued payable to all persons/entities listed as grantors on the first page of the easement, OR separate checks issued to each grantor. If you choose the latter, please specify what percentages of total payment each person should receive.
- Sub-item b
  - Please list your mailing address, phone number, and email address where you would like to receive communications about the project. Leave blank or write “NA” on methods that do not apply.

- **Signature page**

- **INDIVIDUALS**
  - Please sign where your name is listed on the signature page in front of a notary public. Each individual will need to have their signature notarized.
- **TRUSTS OR BUSINESSES**
  - You should fill out each line as follows:
    - By: Signature
    - Name: Print Name
    - Title: Your title as shown on signing documentation
      - Examples: Trustee, Co-Trustee, Managing Member, Manager, Vice President, President, etc.
  - PLEASE NOTE: We will need documentation showing that you are authorized to sign on behalf of your organization. The documentation should show your name, title, and your responsibilities within the organization, which should include the ability to sign real estate or easement documents for the organization. Please contact your field agent if you have any questions about whether or not your documentation meets requirements.
    - Examples: Memorandum of trust, corporate articles, meeting minutes

- **Exhibit C**

- Second page of exhibit C, middle of page
  - Please initial which payment option you would prefer for your balance due – an annual easement payment option OR a one-time up-front easement payment. Please only select one.

- **Exhibit D**

- Middle of page
  - If your property will have structures on it, please initial which payment option you would prefer for your balance due – an annual structure payment option OR a one-time up-front structure payment. Please only select one.

- **Exhibit E**

- Bottom of page
  - If your property will have crop damages as a result of easement construction, please review the terms and sign in the box next to “ADVANCE CROP COMPENSATION” towards the bottom of the page.

- **Exhibit F**

- If you would like to direct your easement, structure, or crop compensation payments to someone else, please fill out this form.
  - First blank – name of individual or organization that should receive the funds
  - Name, address, percentage of payment – please fill out your own information
  - “Transmission Line Easement Agreement dated \_\_\_\_\_” – leave this blank
  - Bottom of page – please sign and print your name on the “owner” lines on the right side of the page