

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Missouri Landowners Alliance, and)
Eastern Missouri Landowners Alliance,)
d/b/a Show Me Concerned Landowners,)
and John G. Hobbs,)

Complainants,)

Case No. EC-2021-0034

v.)

Grain Belt Express Clean Line LLC, and)
Invenergy Transmission LLC, and)
Invenergy Investment Company,)

Respondents)

JOINT MOTION TO SUSPEND CURRENT DEADLINES
AND ESTABLISH A BRIEFING SCHEDULE

The Staff of the Missouri Public Service Commission (“Staff”), Missouri Landowners Alliance, Eastern Missouri Landowners Alliance, d/b/a Show-Me Concerned Landowners, and John G. Hobbs (together, “Complainants”), and Invenergy Transmission LLC (“Invenergy Transmission”), on behalf of itself and its parent company Invenergy Investment Company LLC (“Invenergy Investment”, collectively, “Invenergy”), together with Grain Belt Express LLC (“Grain Belt”) (along with Invenergy, the “Respondents”) (Staff, Complainants, and Respondents collectively, the “Joint Movants”), hereby file this Joint Motion to suspend the current deadlines ordered by the Missouri Public Service Commission (“Commission”) and establish a briefing schedule. In support of its Joint Motion, Joint Movants state the following:

I. Procedural Background

1. On August 10, 2020, Complainants filed a formal complaint against Respondents, alleging that Respondents utilize a form easement agreement in negotiations with landowners that differs from the form easement agreement attached to the testimony of Clean Line witness Deann Lanz as Schedule DKL-4 in Case No. EA-2016-0358 (the “CCN case”).

2. Complainants assert that by using a different form of easement agreement, Respondents are in violation of the Commission’s March 20, 2019 Report and Order on Remand in the CCN case.

3. On August 10, 2020, the Commission issued a Notice of Formal Complaint and Order Directing Staff to File a Preliminary Report. The Order directed Staff to file its Preliminary Report on or before September 21, 2020, and directed Respondents to file a Response to the Complaint by September 9, 2020.

4. Subsequent to the issuance of the Commission’s Order, Joint Movants corresponded via electronic mail and telephone and agreed that the Complaint is limited to a legal question that can be resolved without Staff undertaking an investigation into the Complaint’s allegations and would be more appropriately addressed through briefs rather than Respondents filing a formal Response. Accordingly, to discuss this matter further, Joint Movants requested a conference with Administrative Law Judge Paul Graham, which took place by telephone on August 28, 2020.

5. During the telephone conference with Judge Graham, Joint Movants discussed suspending or cancelling the current September 9, 2020 and September 21, 2020 deadlines so that the parties could submit briefs pertaining to the legal question. Through this Motion, Joint Movants request a waiver or continuance of 20 CSR 4240-2.070(9) (Response to the Complaint)

and 20 CSR 4240-2.070(11) (Staff's investigative report) so that the Commission may receive legal briefs on the issue identified below as Joint Stipulation (c). The Commission may grant such waivers or continuances pursuant to 20 CSR 4240-2.205, which provides that "[t]he commission may grant variance from or waive any rule or provision of a rule promulgated by the commission upon a finding of good cause." The efficient processing of this case constitutes good cause.

II. Joint Stipulations

6. Joint Movants have agreed to the following stipulations:

- (a) In their recent easement negotiations with Missouri landowners for easements on the proposed right-of-way of the Grain Belt line, Invenergy's land agents have presented landowners with easement agreements in the form of that attached as Exhibit 2 to the Complaint, and/or the form of easement agreement attached as Exhibit 1 to this Joint Motion. The land agents are not currently presenting landowners with the form easement agreement marked as Schedule DKL-4 to Exhibit 113 in the CCN proceedings;
- (b) In their respective legal briefs, Joint Movants may cite to any portion of the record in the CCN case to support their arguments; and
- (c) Joint Movants agree that the issue in this Complaint is limited to whether, as a condition of the CCN granted to Respondents in the CCN case, Grain Belt is required to initiate easement negotiations by offering the form of easement agreement marked as Schedule DKL-4 to Exhibit 113 in the CCN proceeding.

7. Joint Movants agree and propose that they file simultaneous Initial Briefs regarding the legal issue on or before September 16, 2020, and file simultaneous Reply Briefs on or before September 30, 2020.

WHEREFORE, in order to bring the legal issue to the attention of the Commission in an expeditious manner for resolution and decision, the Joint Movants respectfully request that the Commission (1) suspend the September 9, 2020 date for Respondents to file an Answer or Response to the Complaint; (2) suspend the September 21, 2020 date for Staff to file its Preliminary Report on the Complaint; (3) issue an Order adopting the proposed briefing schedule discussed herein, and for any such further relief as the Commission may deem just and appropriate.

Respectfully submitted,

/s/ Anne E. Callenbach

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ATTORNEYS FOR RESPONDENTS

/s/ Travis J. Pringle

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/s/ Paul A. Agathen

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ATTORNEY FOR COMPLAINANTS

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served upon all parties of record by email or U.S. mail, postage prepaid, this 1st day of September, 2020.

/s/ Anne E. Callenbach

Attorney for Respondents

(Space above reserved for Recorder of Deeds certification)

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

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

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**, (“**Landowner**” or “**Grantor**”) with a mailing address of 2095 County Road 2160, Huntsville, Missouri 65259, and Grain Belt Express LLC, an Indiana limited liability company (“**Grain Belt**” or “**Grantee**”) with a mailing address of One South Wacker Drive, Suite 1800, Chicago, Illinois 60606, Attn: General Counsel.

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

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

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

to properly close any gates on the Property, which gates were opened by Grain Belt, Grain Belt's agents, assigns or successors.

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

which periods Grain Belt shall work expeditiously to complete such construction or work with reasonable diligence, Landowner may not have access to or use of the Easement Area for any purpose so as to avoid interfering with such construction or other repair work and in order to allow Grain Belt to maintain the safety of persons and property during such construction or other repair work.

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

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

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

construction, and occupancy of the Property, such liability limit may be maintained with a combination of primary and excess coverage in a manner permitted under Missouri law.

11. Termination. Grain Belt may terminate this Agreement at any time by providing written notice to Landowner and removing Facilities from the Property as soon as practicable whereupon all further rights and obligations under this Agreement shall terminate. In the event the Facilities are permanently retired from service, Grain Belt shall promptly issue termination notice to Landowner. Upon such termination of this Agreement, Grain Belt shall, as soon as practicable thereafter, (i) file a release of the Easement in the real property records of the county in which the Property is located, (ii) remove above-ground and below-ground (to a depth of three (3) feet below grade) Facilities from the Property and (iii) secure, maintain and dispose of debris with respect to the Facilities. All of the Property disturbed by Grain Belt shall be restored to a condition reasonably similar to its original condition. Reclamation shall include, as reasonably required, leveling, terracing, mulching and other reasonably necessary steps to prevent soil erosion.
12. Default. If either Party defaults in performance of an obligation under this Agreement the non-defaulting Party shall not have the right to exercise any remedies hereunder if the default is cured within sixty (60) days of receiving written notice of such default from the non-defaulting Party specifying in detail the default and the requested remedy (the “**Notice of Default**”); provided, that if the nature of the default requires, in the exercise of commercially reasonable diligence, more than sixty (60) days to cure then the non-defaulting Party shall not have the right to exercise any remedies hereunder so long as the defaulting Party commences performance of the cure within sixty (60) days of receipt of Notice of Default and thereafter completes such cure with commercially reasonable diligence. Subject to the limitations set forth in this Section 12, should a default remain uncured beyond the applicable cure periods the non-defaulting Party shall be entitled to exercise any remedy available at law or equity. Notwithstanding the foregoing, anything to the contrary contained in this Agreement, or any rights at law or in equity, in the event there are Facilities located on the Property, in no event shall any default of this Agreement beyond applicable cure periods terminate, or entitle any Party to terminate, this Agreement or any Easement or right granted hereunder unless expressly pursuant to the provisions of Exhibit C hereof and, if after the commencement of construction, only after exhausting all other remedies at law and equity.
13. Notices. All notices under this Agreement shall be in writing and shall be considered given either (i) when delivered in person, (ii) upon deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, or (iii) upon deposit with an overnight courier service addressed by name and address to either party to this Agreement, addressed to the mailing address set forth above. Either party may, by written notice given at any time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Landowner may designate alternate contact information for informal communications pursuant to the form attached as Exhibit E.
14. Right to Mortgage. The rights of Grain Belt under this Agreement may be sold, assigned, mortgaged or leased, in whole or in part, by Grain Belt at any time. In the event of any such sale, assignment or lease by Grain Belt of its interests in this Agreement (in whole or in part), Grain Belt shall be released from its obligations under this Agreement to the extent of such sale, assignment or lease provided that any such purchaser, assignee, or lessee assumes all of Grain Belt’s obligations under this Agreement.
15. Benefits and Burdens. The Easement and any restrictions of this Agreement are covenants running with the Property and land affected and shall be binding on and inure to the benefit of Landowner and Grain Belt, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming by, through or under them. In furtherance of the foregoing,

Landowner acknowledges and agrees that any and all sums due under this Agreement, including, without limitation, under the Easement Calculation Sheet and the Structure and Damages Calculation Sheet shall be paid only to the then owner of record of the Property at the time the applicable payment is due.

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

20. Joint Ownership. If one or more persons, partnerships, corporations, trusts or other entities execute this Agreement as Landowner or have an ownership interest in the Property from time to time, the obligations of Landowner under this Agreement shall be the joint and several obligations of each such person, partnership, corporation, trust or other entity. All such persons, partnerships, corporations, trusts or other entities agree that they shall be solely responsible for allocating any payments made under this Agreement between themselves and that Grain Belt shall have no obligation to make any allocation.
21. Severability. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.
22. Protocols. The Missouri Landowner Protocol, Missouri Agricultural Impact Mitigation Protocol, and the Code of Conduct promulgated by Grain Belt, 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 Landowner and Grain Belt. 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 Landowner shall control to the extent of such conflict.
23. Applicable Laws. Landowner and Grain Belt 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 Landowner and Grain Belt agree to execute any amendments to this Agreement or a new easement (in such form reasonably requested by Grain Belt) as may be necessary for that purpose. To the extent there is any question regarding the validity or enforceability of this Agreement due to the effect of any applicable 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 Grain Belt nor Grain Belt’s agents or representatives shall violate any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of asbestos-containing materials, petroleum and petroleum products, explosives or any other substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property (each, a “**Hazardous Material**”). Grain Belt shall promptly notify Landowner if any such violation occurs.
25. Counterparts. This Agreement, and any amendment hereto, may be executed in multiple counterparts and, when executed by all parties, shall constitute one agreement effective and binding on all parties.
26. Waiver of Jury Trial. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY

OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

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

[Signature page follows]

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

LANDOWNER

JOHN G. HOBBS

ACKNOWLEDGMENT OF LANDOWNER

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:

EXHIBIT A

Legal Description

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

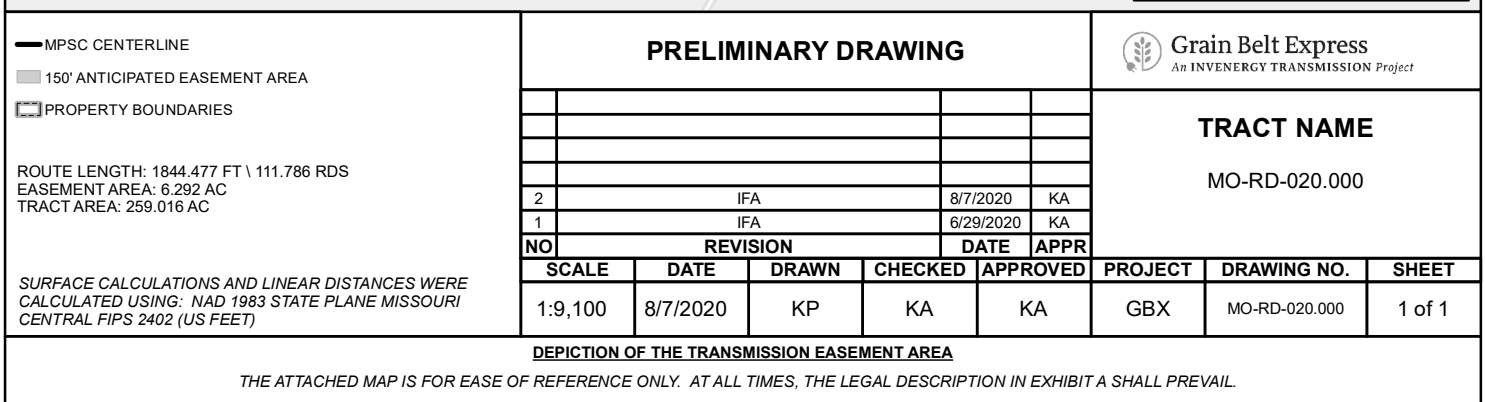
ALL OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION FIFTEEN (15), TOWNSHIP 53, RANGE 15 LOCATED NORTH AND WEST OF COUNTY ROAD 2160; AND ALL OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION FIFTEEN (15), TOWNSHIP 53, RANGE 15, LOCATED SOUTH AND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

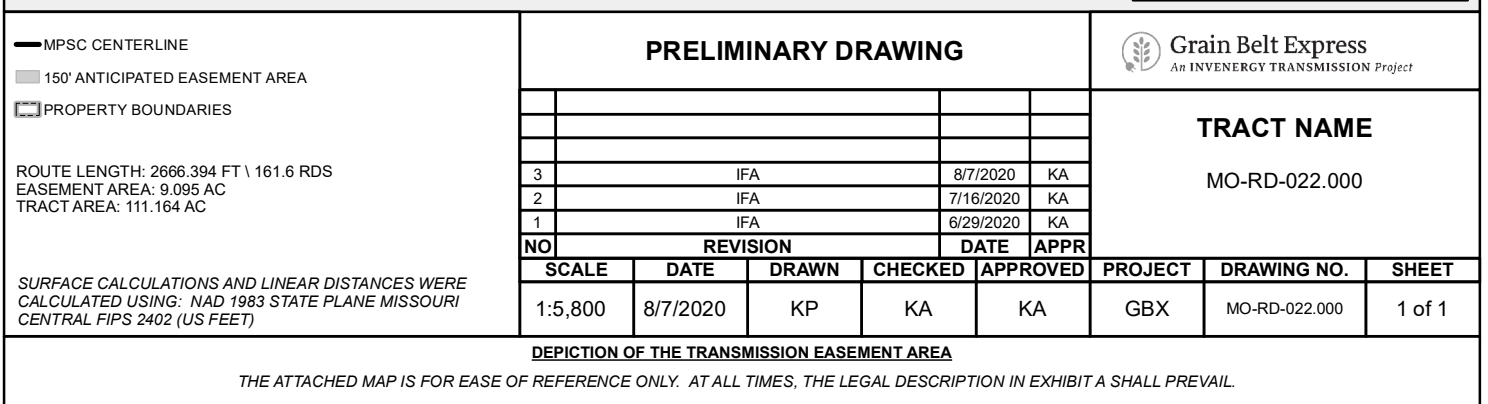
Section 16, Township 53N, Range 15W

PIN No.: 11-5.0-16.0-0.0-000-003.000

Section 15, Township 53, Range 15

PIN No.: 11-5.0-15.0-0.0-000-010.000





Grain Belt Express
Exhibit C – Easement Calculation Sheet

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

Tract Number: MO-RD-020.000, MO-RD-022.000 **Landowner:** JOHN G. HOBBS.

Calculation of Total Easement Consideration

Area ID	Length (ft)	Width (ft)	Area (acres)	Land type	Market Value ¹	Adjustment	Consideration
MO-RD-020.000	1844	150	6.29	Pasture and Hay	██████	110%	██████
MO-RD-022.000	2666	150	9.10	Pasture and Hay	██████	110%	██████
"Total Easement Consideration":²							██████

Notes:

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

Schedule for Payment of Total Easement Consideration

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

Notes:

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

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

Acceptance

Landowner: _____ **DATE:** _____

Grain Belt: _____ **DATE:** _____

Grain Belt Express

Exhibit D – Structure Estimate and Advance Crop Compensation Calculation

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

Tract Number: MO-RD-020.000, MO-RD-022.000 **Landowner:** JOHN G. HOBBS

Structure Estimate

Number of Structures ¹	Structure Type ²	Rate ²	Payment options ³	Payment	Landowner Selection (initial one)
1	Lattice	\$18,000 per structure	Lump Sum	[REDACTED]	
			---OR---		
		\$1,500+ per structure	Annual	[REDACTED] + per year ³	

Notes:

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

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

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

Notes:

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

Acceptance

Landowner: _____ FOR FUTURE USE _____ DATE: __ FOR FUTURE USE __

Grain Belt: _____ FOR FUTURE USE _____ DATE: __ FOR FUTURE USE __

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

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

Tract Number: MO-RD-020.000, MO-RD-022.000 **Landowner:** JOHN G. HOBBS.

Official Notices

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

Primary Contact for Notices	Additional Contact for Notices

Landowner Contact Information

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

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

Payment Instructions

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

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

-- OR --

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

Payee:		
% of payment	____%	____%

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

Landowner: _____ **DATE:** _____

Ownership Change

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

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

USDA AUTHORIZATION

The undersigned ("Landowner/Operator") hereby authorizes the United States Department of Agriculture ("**USDA**") to provide contract information regarding the following USDA programs ("USDA Programs") that are present as of _____ (date) on my/our land along the proposed Grain Belt Express transmission line project to Invenergy, as the authorized representative for Grain Belt Express. (Check all that apply.)

- ☐ Conservation Reserve Program (CRP)
- ☐ Conservation Stewardship Program (CSP)
- ☐ Environmental Quality Incentives Program (EQIP)
- ☐ Other: _____

The relevant USDA office (whether the Farm Service Agency (FSA) or Natural Resources Conservation Service (NRCS) or another USDA office) is hereby authorized to provide the following information to Invenergy: landowner identification – owner's name, mailing address, Tax ID, phone number, contract numbers, enrollment date, annual CRP payment amount (\$/acre), copies of contracts and agreements, USDA mortgage information, and maps and mapping data. This information may be provided by electronic or hard copy means. Should the USDA or Invenergy have any questions or need additional information from me, please reach me via the contact information below. This authorization expires on the date of the final day of the USDA contract, _____.

Landowner Signature

Printed Name

Title of Landowner

Date

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Frequently Asked Questions for Landowners

What is Grain Belt Express?

Grain Belt Express (“Grain Belt”) is an approximately 800-mile transmission line that will deliver up to 4,000 megawatts (MW) of low-cost sustainable power from western Kansas to customers throughout the region.

Who owns Grain Belt?

Grain Belt is owned by Invenergy Transmission LLC (“Invenergy Transmission”), an affiliate of Invenergy, a U.S. company with a successful track record building clean energy projects. In 2020, Invenergy Transmission became the full and sole owner of Grain Belt after acquiring the project from Clean Line Energy Partners. Invenergy Transmission has no affiliation with Clean Line Energy Partners.

What is Grain Belt seeking from me?

Grain Belt is seeking an easement agreement, for which you will receive payment, that grants rights within a designated parcel of your land. Easement agreements are common for linear infrastructure projects like electric lines and pipelines. With an easement agreement, you retain full ownership of the land.

What will be in the easement area?

An electric transmission line will run overhead all easement areas. Transmission structures for the line will be built in many but not all easement areas.

How wide will easement areas be?

Easement areas will typically be 150 feet wide, and in some cases could be up to 200 feet wide depending on local land characteristics and engineering requirements.

How will payments be structured?

Grain Belt is compensating landowners with three types of payments: easement payments, structure payments, and agricultural impact payments. Grain Belt is paying landowners 110% of market value of the land for easements. Grain Belt is also offering landowners the option to receive easement and structure payments upfront or through annual payments over the life of the project that are transferrable if you ever sell your land. These enhancements Grain Belt has committed to are above industry standard. Additional details about each payment type follow:

Easement Payments

Easement payments are unique to each parcel. The total easement value is calculated based on the acreage size of land within each easement area, valued at 110% of market value. At the signing of the easement agreement, you will receive a payment for 20% of the total easement value. You can elect to receive payment for the balance of the

easement value as a lump sum prior to construction, or as annual fixed-rate payments for as long as the easement remains in effect.

Structure Payments

In addition to easement payments, you will be compensated for any structures on your property. You can elect an upfront, lump sum payment of \$18,000 per structure, or receive annual payments starting at \$1,500 per-structure in Year 1 and escalating at 2% each year as long as the structures are on your property.

Agricultural Impact Payments

Grain Belt will reimburse owners for agricultural impacts, including compensating landowners for crop and conservation program revenues impacted by the project.

Will I still be able to use land in the easement area?

Yes, you can continue to raise crops, graze livestock, hunt on your land, and otherwise use your land in the easement area as you would. Exceptions generally will be safety-based and include restrictions on structures and tall vegetation in easement areas, and limits on activities during construction.

How many structures will you place on my land?

Specific structure locations are not yet known and will be based on engineering as well as information you provide about your land. On average there will be four to five structures per mile, with variations for certain areas with crossing and turning structures.

What do the structures look like?

The structures will be lattice steel designs. The structure base will have four legs approximately 40 feet by 40 feet wide. The structures will be between 130 to 160 feet tall.

What is the footprint of the structures?

The footprint of each structure is less than 1% of the easement area. Each of the structure's four legs will have a cylindrical cement foundation that is around 4 to 6 feet wide and about 15 feet deep. These dimensions will vary somewhat based on localized soil conditions.

What does development work look like?

Before construction begins, Invenergy Transmission and its contractors and consultants will perform a number of tasks, such as site surveys, coordination with local governments, engineering design work, and environmental studies.

How will this impact my agricultural operation?

Grain Belt is committed to helping preserve agricultural land use and will minimize and mitigate impacts to agricultural operations by taking steps including the following:

- Minimizing interference with drainage tile and repairing tile to the same or better quality
- Restoring or compensating for soil compaction and rutted land
- Repairing damage to soil conservation practices
- Compensating for crop damage

What if I have a tenant on my land?

The easement agreement will be signed with the owner of the land. However, we recognize that many matters related to land use and access may be relevant for the tenant too. Your easement agreement will include a space to provide your tenant's name and contact information so that we can communicate with them in the future.

Will you be placing permanent roads on my land?

No, except for isolated cases where there are not readily accessible public roads, which will be very rare.

Where can I find a detailed map of the entire route?

Please visit www.GrainBeltExpress.com and scroll down to the bottom of the main page for a detailed interactive map where you can zoom in and out at any location along the route.

What's in it for me?

In addition to payments you will receive, Grain Belt will generate significant annual revenue for your county, which will support public services you may use. Invenergy Transmission is also working to add broadband infrastructure to the line, which could expand high-speed internet service for you and your community.

I have questions beyond those covered here. Who should I call?

Invenergy Transmission has hired Contract Land Staff (CLS) to provide land negotiation services for the Grain Belt project. Your CLS land representative will be reaching out to you directly and can answer questions. Meanwhile, you can contact Grain Belt with questions at 866.452.4082 or connect@grainbeltexpress.com.