

1ST REFERENCE

PAGE 31, SECTION II
IN THE CODE OF CONDUCT
SECTION.
UNDER THE LETTER "N".

FILED
DEC 28 2016
Missouri Public
Service Commission

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



n. Do not threaten the use of eminent domain.

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



initial construction of the Facilities or any major work on the Facilities, Landowner may not have access to or use of the Easement for any purpose so as to avoid interfering with such construction or other repair work and in order to allow Grain Belt to maintain the safety of persons and property during such construction or other repair work.

5. Landowner, for themselves, their heirs, successors and assigns, represent, warrant and covenant that they are the true and lawful owners of the Property and have full right and power to grant and convey the Easement as herein provided.
6. Grain Belt may terminate this Agreement at any time by providing written notice to Landowner and removing the Facilities (if such Facilities exist) within one hundred eighty (180) days of such notice whereupon all further obligations under this Agreement shall terminate.
7. All notices given or permitted to be given under this Agreement shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named above, (ii) upon deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party or person intended, or (iii) upon deposit with an overnight courier service addressed by name and address to either party to this Agreement. Either party may, by notice given at any time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both.



8. The rights of Grain Belt under this Agreement may be sold, assigned, mortgaged or leased, in whole or in part, by Grain Belt at any time. In the event of any such sale, assignment or lease by Grain Belt of its interests in this Agreement (in whole or in part), Grain Belt shall be released from its obligations under this Agreement to the extent of such sale, assignment or lease, provided that any such purchaser, assignee or lessee assumes Grain Belt's obligations.

9. The Easement and any restrictions of this Agreement are covenants running with the Property and land affected and shall be binding on and inure to the benefit of Landowner and Grain Belt, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming by, through or under them. In furtherance of the foregoing, Landowner acknowledges and agrees that any and all sums due under this Agreement, including, without limitation, under the Easement Calculation Sheet and the Structure and Damages Calculation Sheet, shall be paid only to the then owner of record of the Property at the time the applicable payment is due.
10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri. In the event of any breach of a monetary obligation by Grain Belt under this Agreement, Landowner shall provide Grain Belt written notice and Grain Belt shall have thirty (30) days after Grain Belt's receipt of said notice to cure the breach. In the event of any non-monetary breach by Grain Belt under this Agreement, Landowner shall provide Grain Belt written notice and Grain Belt shall have sixty (60) days after Grain Belt's receipt of said notice to cure the breach; provided, however, if the nature of the breach is such that it cannot reasonably be cured within sixty (60) days, Grain Belt shall not be deemed in breach under this Agreement so long as Grain Belt commences the cure within thirty (30) days and thereafter diligently pursues the cure to completion. Notwithstanding anything to the contrary contained herein, Landowner shall have no rights to terminate this Agreement for a breach by Grain Belt before the foregoing cure periods have expired. Landowner and Grain Belt agree to first attempt to settle