

**COURT ORDER AUTHORIZING IMPROVEMENTS
ALONG PUBLIC ROADS**

On this 23rd day of August, 2012, Grain Belt Express Clean Line LLC requests authority from the Buchanan County Commission pursuant to Section 229.100 RSMo 2000 to construct, erect, place, maintain, own and operate poles, lines, and other conduits, conductors and associated structures and equipment for utility purposes through, along, across, under and over the public roads and highways of the County of Buchanan, Missouri.

The Buchanan County Commission may, pursuant to said section approve and grant such authority as reasonably requested by Grain Belt Express Clean Line LLC. The Commission hereby grants the requested authority to Grain Belt Express Clean Line LLC, and its successors and assigns, subject to the condition that all current and future building permits, bonds, and fees from the County be obtained and all rules and regulations of the Commission pertaining to such facilities be observed by Grain Belt Express Clean Line, LLC.

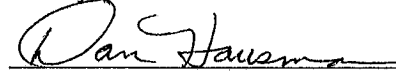
Dated: August 23, 2012

Buchanan County Commission:



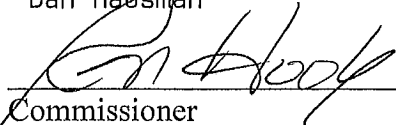
Presiding Commissioner

Royal Turner



Commissioner

Dan Hausman



Commissioner

Ron Hook

I hereby certify that this a true and exact copy of the original order filing in my office the 23rd day of August, 2012.



County Clerk

Mary Garvey

County Commission, Buchanan County, Missouri

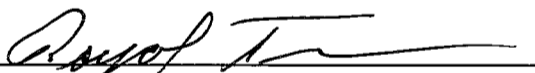
STATE OF MISSOURI, } ss. July TERM, 20 12
County of Buchanan, }

In the County Commission of said County, on the 23rd day of August, 20 12
the following, among other proceedings, were had, viz.:

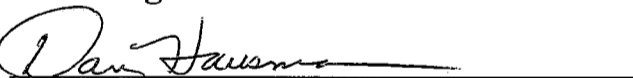
Now on this 23rd day of August, 2012 the Buchanan County Commission hereby orders that pursuant to Section 229.100 RSMo to execute an Agreement authorizing Improvements along Public Roads to Grain Belt Express Clean Line, LLC.

A copy which is attached hereto and terms and conditions incorporated by reference.

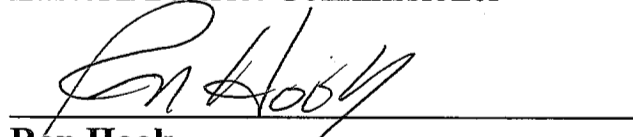
It is so ordered.



Royal Turner
Presiding Commissioner



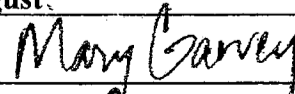
Dan Hausman
Eastern District Commissioner




Ron Hook
Western District Commissioner

STATE OF MISSOURI, } ss. I, Mary Garvey, Clerk
County of Buchanan, }

of the County Commission and for said County, hereby certify the above and foregoing to be a true copy of the proceedings of said County Commission, on the day and year above written, as the same appears of record, in my office. In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County Commission at office in the Court House in St. Joseph, MO, this 23rd day of August, 20 12



By  Clerk County Commission
D.C.

On this 17th day of July, 2012, Grain Belt Express Clean Line LLC requests authority from the Clinton County Commission pursuant to section 229.100 RSMo 2000 to construct, erect, place, maintain, own and operate poles, lines, and other conduits, conductors and associated structures and equipment for utility purposes through, along, across, under and over the public roads and highways of the County of ~~Buchanan~~, Missouri.

C.D. W. CLINTON CLK

The Clinton County Commission may, pursuant to said section approve and grant such authority as requested by Grain Belt Express Clean Line LLC. The Commission hereby grants the requested authority to Grain Belt Express Clean Line LLC, and its successors and assigns, subject to the condition that all necessary permits from the County be obtained and all rules and regulations of the Commission pertaining to such facilities be observed by Grain Belt Express Clean Line LLC.

Dated: 7/17/12

Clinton County Commission

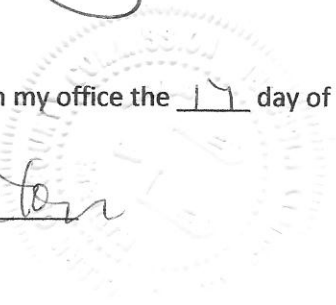
Wade White
Presiding Commissioner

Charles Dawson
Commissioner

Terry [Signature]
Commissioner

I hereby certify that this is a true and exact copy of the original order filing in my office the 17 day of July, 2012.

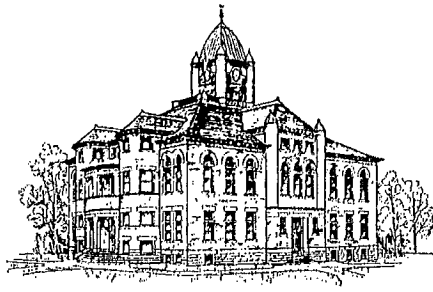
Mary Blanton
County Clerk



C.R. BUD MOTSINGER
Presiding Commissioner
Hamilton, MO 64644

DONNIE COX
Eastern District Commissioner
Braymer, MO 64624

GERALD McBRAYER
Western District Commissioner



Regular Terms of
Commission Meeting:
First Monday in February,
May, August and November

Beverly J Bryant
Clerk to the Commission

Regular Meeting: Each Monday

CALDWELL COUNTY COMMISSION

49 East Main, PO Box 67
Kingston, Missouri 64650
816.586.2571
816.586.3001 (fax)

On this 5 day of Sept, 2012, Grain Belt Express Clean Line LLC requests authority from the Caldwell County Commission pursuant to section 229.100 RSMo 2000 to construct, erect, place, maintain, own and operate poles, lines, and other conduits, conductors and associated structures and equipment for utility purposes through, along, across, under and over the public roads and highways of the County of Caldwell, Missouri.

The Caldwell County Commission may, pursuant to said section approve and grant such authority as requested by Grain Belt Express Clean Line LLC. The Commission hereby grants the requested authority to Grain Belt Express Clean Line LLC, and its successors and assigns, subject to the condition that all necessary permits from the County be obtained and all rules and regulations of the Commission pertaining to such facilities be observed by Grain Belt Express Clean Line LLC.

Dated: 9-5-12

Caldwell County Commission

C.R. Bud Motsinger
Presiding Commissioner

Donnie Cox
Commissioner

Gerald McBrayer
Commissioner

I hereby certify that this is a true and exact copy of the original order filing in my office the 5 day of Sept, 2012.

Beverly Bryant
County Clerk

On this 16 day of July, 2012, Grain Belt Express Clean Line LLC requests authority from the Carroll County Commission pursuant to section 229.100 RSMo 2000 to construct, erect, place, maintain, own and operate poles, lines, and other conduits, conductors and associated structures and equipment for utility purposes through, along, across, under and over the public roads and highways of the County of Carroll, Missouri.

The Carroll County Commission may, pursuant to said section approve and grant such authority as requested by Grain Belt Express Clean Line LLC. The Commission hereby grants the requested authority to Grain Belt Express Clean Line LLC, and its successors and assigns, subject to the condition that all necessary permits from the County be obtained and all rules and regulations of the Commission pertaining to such facilities be observed by Grain Belt Express Clean Line LLC.

Dated: 7-16-12



Carroll County Commission

[Signature]
Presiding Commissioner

[Signature]
Commissioner

[Signature]
Commissioner

I hereby certify that this is a true and exact copy of the original order filing in my office the 16th day of July, 2012.


[Signature]
County Clerk

On this 16th day of July, 2012, Grain Belt Express Clean Line LLC requests authority from the Chariton County Commission pursuant to section 229.100 RSMo 2000 to construct, erect, place, maintain, own and operate poles, lines, and other conduits, conductors and associated structures and equipment for utility purposes through, along, across, under and over the public roads and highways of the County of Chariton, Missouri.

The Chariton County Commission may, pursuant to said section approve and grant such authority as requested by Grain Belt Express Clean Line LLC. The Commission hereby grants the requested authority to Grain Belt Express Clean Line LLC, and its successors and assigns, subject to the condition that all necessary permits from the County be obtained and all rules and regulations of the Commission pertaining to such facilities be observed by Grain Belt Express Clean Line LLC.

Dated: July 16, 2012

Chariton County Commission



Tony McCollum

Presiding Commissioner

Ray Powell

Eastern District Commissioner

Laurance Stadbach

Western District Commissioner

I hereby certify that this is a true and exact copy of the original order filing in my office the 16th day of July, 2012.

Aileen Littleton

County Clerk

**INTERGOVERNMENTAL AGREEMENT
ELECTRIC TRANSMISSION LINE INSTALLATION & REPAIR**

LLC
KSC
WPE
RD

This Intergovernmental Agreement is entered between Grain Belt Express Clean Line (hereafter referred to as "Constructor") and Randolph County (hereafter referred to as "County") pursuant to Section 70.220 RSMo to grant Constructor permission to construct and maintain utility lines and to grant access to the ground over and underlying certain of the county public roads and connected rights of way in Randolph County, Missouri.

Section 1. County grants Constructor permission to build and maintain utility lines over and under the ground underlying certain of the county public roads and connected rights of way in Randolph County, Missouri.

Section 2. County grants Constructor permission to access to build and maintain utility lines over and under the ground underlying certain of the county public roads and connected rights of way in Randolph County, Missouri.

Section 3. County shall have no responsibility for the utility lines which are owned by Constructor.

Section 4. Constructor shall provide advance notice to County in advance of any construction activity and maintenance activity on the subject ground underlying certain of the county public roads and connected rights of way that are the subject of this Agreement.

Section 5. Constructor agrees to hold County harmless from any and all damages resulting from the placement, construction, maintenance, and operation of the utility lines, including the payment of attorney fees, costs of litigation related to the utility lines, the payment for any judgments entered against County and all other costs and expenses related to the utility lines. Counsel for County shall be selected by County.

Section 6. Constructor agrees that the any underground utility lines will be buried at least six (6) feet below the surface of the road bed and connected rights of way.

Section 7. Constructor agrees that it will construct and maintain the utility lines at the level of industry standards for high voltage, direct current electric transmission lines accepted at the time of any construction or maintenance is performed.

Section 8. Constructor agrees to comply with any and all federal and state laws and applicable regulations relating to the construction, upkeep,

maintenance and repair of utility lines as they now exist or may exist during the life of the utility lines.

Section 9. Constructor agrees to replace the road bed and road surfaces and rights of way to the standard and condition of such as required by County at the time that any work is commenced. Constructor agrees to pay for any road work performed by County to insure the quality of the road bed and rights of way are returned to their pre-construction or repair or maintenance condition if Constructor fails to properly perform the work to the satisfaction of County.

Section 10. This Agreement shall be interpreted under Missouri law and only subject to state court jurisdiction.

Section 11. The parties agree that if any litigation arises between them related to this terms or enforcement of this Agreement, that venue is only proper in Randolph County and in no other place in Missouri.

Section 12. All parties to this Agreement represent that they have the authority to enter into this Agreement and that the signatories hereto are authorized to sign for the respective party.

Section 13. The terms of this Agreement and any liability that may arise under it is not a waiver of any defenses or immunities that County possesses by virtue of the fact that it is a governmental entity in Missouri. No defense raised or action taken to advance this Agreement by Constructor in behalf of County shall be considered as or act as a waiver of any immunities or defenses available to County as to any person, including but not limited to Constructor.

Entered this 07th day of September, 2012, by and between the following:

For Constructor, by:

Josephine Duvai ESR *SR*
Name & Title

For County, by

Susan Carter
Presiding Commissioner

ATTEST:

Will [Signature]
County Clerk



RANDOLPH COUNTY, MISSOURI RESOLUTION

RIGHT OF WAY ACCESS AGREEMENT

WHEREAS, Randolph County, Missouri is the owner of non-state public roads within the geographic territory of the county; and

WHEREAS, Section 229.100 RSMo requires County Commission permission to use county right of way over or under or across county roads; and

WHEREAS, Grain Belt Express Clean Line LLC has a need to construct utility lines using county right of way; and

WHEREAS, such utility lines must run over or under certain county public roads and connected rights of way; and

WHEREAS, a need has been demonstrated to the County Commission to provide access to the ground of certain of the county public roads and connected rights of way; and

WHEREAS, Randolph County is authorized under Section 70.220 RSMo to enter into contracts with other entities to advance County programs consistent with county authority; and

WHEREAS, Randolph County is authorized under Section 49.270 RSMo to engage in all matter of transactions related to county property:

NOW THEREFORE BE IT RESOLVED:

That the County Commission finds that it is necessary to grant access to the ground of certain of the county public roads and connected rights of way; and

That a contract for such access with guarantees from Grain Belt Express Clean Line LLC is in the best interests of the County; and

That in such contract Grain Belt Express Clean Line LLC will guarantee that the quality of the road bed and rights of way over or under the identified county public roads and connected rights of way will be replaced and maintained in the condition it existed prior to the utility lines passing over or under the road bed and connected rights of way; and

That the buried utility lines will be at least six (6) feet below the surface of the road bed and connected rights of way; and

That in such contract Grain Belt Express Clean Line LLC will hold harmless Randolph County for any and all damages resulting from the placement,

construction, and operation of the utility lines, including the payment of attorney fees, costs of litigation related to the utility lines, the payment for any judgments entered against the County and all other costs and expenses related to the utility lines; and

That the Agreement attached to this Resolution is the contract authorized by the County Commission to be executed in behalf of Randolph County, MO as the document that encompasses all of the terms and conditions associated with the grant of access to the ground over and underlying certain of the county public roads; and

That the Presiding Commissioner of Randolph County is directed to execute the attached Agreement upon receipt of an executed copy of the Agreement from Grain Belt Express Clean Line LLC.

Adopted this 6th day of September, 2012 by roll call vote as follows:

Auson Carter
Presiding Commissioner

Wayne Wilcox
Associate Commissioner

Joseph Buntz
Associate Commissioner

ATTEST:

Will [Signature]
County Clerk





Monroe County Commission

300 N. Main • Room 203 • Paris, MO 65275-1399 • 660-327-5107 • FAX 660-327-1019

Mike Whelan
Eastern District

Mike Minor
Presiding

Glenn E. Turner
Western District

On this 30th day of July, 2012, Grain Belt Express Clean Line LLC requests authority from the Commission pursuant to section 229.100 RSMo 2000 to construct, erect, place, maintain, own and operate poles, lines, and other conduits, conductors and associated structures and equipment for utility purposes through, along, across, under and over the county maintained roads and highways of the County of Monroe, Missouri.

The Monroe County Commission may, pursuant to said section approve and grant such authority as requested by Grain Belt Express Clean Line LLC. The Commission hereby grants the requested authority to Grain Belt Express Clean Line LLC, and its successors and assigns, subject to the condition that all necessary permits from the County be obtained and all rules and regulations of the Commission pertaining to such facilities be observed by Grain Belt Express Clean Line LLC.

Dated: July 30, 2012

Monroe County Commission

Mike Minor, Presiding Commissioner

Mike Whelan, Eastern Commissioner

Glenn E. Turner, Western Commissioner

I hereby certify that this is a true and exact copy of the original order filing in my office the 30 day of July, 2012.

Sandra Francis, County Clerk

**INTERGOVERNMENTAL AGREEMENT
TRANSMISSION LINE INSTALLATION & REPAIR**

This Intergovernmental Agreement is entered between Grain Belt Express Clean Line LLC (hereafter referred to as "Constructor") and Ralls County (hereafter referred to as "County") pursuant to Section 70.220 RSMo. to grant Constructor permission to construct and maintain utility lines and to grant access to the ground surface only over certain of the county public roads and connected rights of way, in Ralls County, Missouri.

Section 1. County grants Constructor permission to build and maintain utility lines over the ground surface only of certain of the county public roads and connected rights of way in Ralls County, Missouri.

Section 2. County grants Constructor permission to access to build and maintain utility lines over the ground surface only of certain of the county public roads and connected rights of way in Ralls County, Missouri.

Section 3. County shall have no responsibility for the utility lines which are owned by Constructor.

Section 4. Constructor shall provide advance notice to County in advance of any construction activity and maintenance activity on the subject ground surface only of certain of the county public roads and connected rights of way that are the subject of this Agreement.

Section 5. Constructor agrees to hold County harmless from any and all damages resulting from the placement, construction, maintenance, and operation of the utility lines, including the payment of attorney fees, costs of litigation related to the utility lines, the payment for any judgments entered against County and all other costs and expenses related to the utility lines. Counsel for County shall be selected by County.

Section 6. Constructor agrees that it will construct and maintain the utility lines at the level of industry standards accepted at the time any construction or maintenance is performed.

Section 7. Constructor agrees to comply with any and all federal and state laws and applicable regulations relating to the construction, upkeep, maintenance and repair of utility lines as they now exist or may exist during the life of the utility lines.

Section 8. Constructor agrees to replace the road bed and road surfaces and rights of way to the standard and condition of such as required by County at the time that any work is commenced. Constructor agrees to pay for any road work performed by County to insure the quality of the road bed and rights of way are returned to their pre-construction condition if Constructor fails to properly perform the work to the satisfaction of County.

Section 9. This Agreement shall be interpreted under Missouri law and only subject to state court jurisdiction.

Section 10. The parties agree that, if any litigation arises between them related to the terms or enforcement of this Agreement, venue is only proper in Ralls County and in no other place in Missouri.

Section 11. All parties to this Agreement represent that they have the authority to enter into this Agreement and that the signatories hereto are authorized to sign for the respective party.

Section 12. The terms of this Agreement and any liability that may arise under it is not a waiver of any defenses or immunities that County possesses by virtue of the fact that it is a governmental entity in Missouri. No defense raised or action taken to advance this Agreement by Constructor in behalf of County shall be considered as or act as a waiver of any immunities or defenses available to County as to any person, including but not limited to Constructor.

Entered this 23 day of AUGUST, 2012, by and between the following:

For Constructor by:

Jayshree Desai *KP*
Name
Executive Vice President
Title

For County by:

[Signature]
Name
Presiding Commissioner

ATTEST:

[Signature]
County Clerk

RALLS COUNTY, MISSOURI RESOLUTION

RIGHT OF WAY ACCESS AGREEMENT

WHEREAS, Ralls County, Missouri is the owner of non-state public roads within the geographic territory of the county; and

WHEREAS, Section 229.100 RSMo. requires County Commission permission to use county right of way over or under or across county roads; and

WHEREAS, Grain Belt Express Clean Line LLC has a need to construct utility lines using county right of way; and

WHEREAS, such utility lines must run over certain county public roads and connected rights of way; and

WHEREAS, a need has been demonstrated to the County Commission to provide access to the ground surface only of certain of the county public roads and connected rights of way; and

WHEREAS, Ralls County is authorized under Section 70.220 RSMo. to enter into contracts with other entities to advance County programs consistent with county authority; and

WHEREAS, Ralls County is authorized under Section 49.270 RSMo. to engage in all matter of transactions to county property:

NOW THEREFORE BE IT RESOLVED:

That the County Commission finds that it is necessary to grant access to the ground surface only of certain of the county public roads and connection rights of way, and

That a contract for such access with guarantees from Grain Belt Express Clean Line LLC is in the best interests of the County; and

That in such contract, Grain Belt Express Clean Line LLC will guarantee that the quality of the road bed and rights of way over the identified county public roads and connected rights of way will be replaced and maintained in the condition it existed prior to the utility lines passing over the road bed and connected rights of way; and

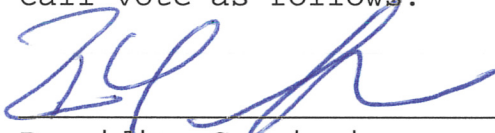
That in such contract Grain Belt Express Clean Line LLC will hold harmless Ralls County from any and all damages resulting from the placement, construction, and operation of the utility lines,

including the payment of attorney fees, costs of litigation related to the utility lines, the payment for any judgments entered against the County and all other costs and expenses related to the utility lines; and

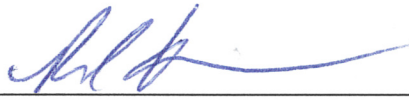
That the Agreement attached to this Resolution is the contract authorized by the County Commission to be executed in behalf of Ralls County, Missouri as the document that encompasses all of the terms and conditions associated with the grant of access to the ground surface only over certain of the county public roads, to Grain Belt Express Clean Line LLC for the utility lines; and

That the Presiding Commissioner of Ralls County is directed to execute the attached Agreement upon receipt of an executed copy of the Agreement from Grain Belt Express Clean Line LLC.

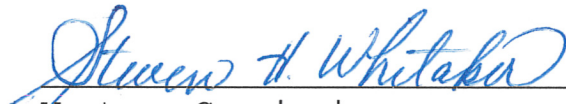
Adopted this 23 day of AUGUST, 2012, by roll call vote as follows:



Presiding Commissioner



Eastern Commissioner



Western Commissioner

ATTEST:



County Clerk