



Grain Belt Express

An INVENERGY TRANSMISSION *Project*

Missouri Agricultural Impact Mitigation Protocol

**For the construction of
Grain Belt Express**

Invenergy

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Introduction

Grain Belt Express LLC (“Grain Belt Express” or “Company”) will enact the following standards and policies as it constructs the Grain Belt Express transmission line (“Project”), an approximately ± 600 kV High Voltage Direct Current (HVDC) transmission line and related facilities, on agricultural land in Missouri. The standards and policies in this Missouri Agricultural Impact Mitigation Protocol (“Missouri Ag Protocol”, “Protocol” or “AIMP”) will serve to avoid, minimize, and/or mitigate negative agricultural impacts that may result due to transmission line and converter facilities construction and operation.

The AIMP shall remain valid for the entire construction period of the Project. The AIMP will also apply to future operation and maintenance actions needed for the Project. After the Project commences operations, the Company will revise and update the AIMP to reflect the most current standards, policies, and best practices for electric transmission line operational activities in agricultural lands.

The below prescribed construction standards and policies only apply to Project activities occurring partially or wholly on privately owned agricultural land. They do not apply to the construction activities occurring on highway or railroad rights-of-way, on other publicly owned land, or on land owned in fee by the Company.

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

Definitions

AC – Alternating Current

Agricultural Land - Land used for cropland, hayland, pasture land, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government set-aside programs.

Agricultural Inspector (AI) – A special construction inspector employed by Grain Belt Express LLC to ensure that construction in agricultural land performed by or on behalf of the Company complies with the conditions of this Plan. The AI will typically have an agricultural background and has received specific training on the implementation of the Plan.

Grain Belt Express LLC or Company - References to Grain Belt Express LLC or the Company shall refer to Grain Belt Express LLC, and any contractor or sub-contractor in the employ of Grain Belt Express LLC or Invenergy Transmission LLC for the purpose of completing the Grain Belt Express project or any mitigative actions contained herein.

Compaction – The process where soil loses tilth and porosity as a result of the application of an external load. Compacted soils typically have high physical density, low water infiltration and percolation rates, and may have poor plant root penetration. Compaction can occur at both the soil surface and subsurface. Compare to Rutting.

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

Cropland - Land used for growing row crops and small grains, or hay.

DC – Direct Current

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

Landowner - Person(s) holding legal title to property from whom the Company is seeking, or has obtained, a temporary or permanent easement, or any person(s) legally authorized by a Landowner to make decisions regarding the mitigation or restoration of agricultural impacts to such Landowner's property.

Protocol - This Agricultural Impact Mitigation Protocol (AIMP or Protocol), pertaining to the construction and operation/maintenance of the Grain Belt Express HVDC line and related converter facilities located in Missouri.

Project - means the Grain Belt Express HVDC transmission line and related facilities to be constructed, owned, and operated/maintained by Grain Belt Express LLC.

Right-of-way (ROW) - Includes the permanent and temporary easements that the Company acquires for the purpose of constructing and operating the Project.

Rutting – Soil rutting typically occurs at the soil surface and is caused by plastic and fluid movement of soils when subjected to an external load. The affected soils lose all soil structure and the resulting movement can mix the soil surface with the subsurface under extreme conditions.

Tenant - refers to the person(s) primarily responsible for working or managing the Agricultural Land, if not the Landowner.

Topsoil - The uppermost layer of the soil that has the darkest color or the highest content of organic matter, more specifically defined as the "A" horizon.

Mitigative Action Conditions

- A. All Grain Belt Express LLC employees and representatives of the Project engaged in coordination with landowners regarding agricultural issues will be trained in the implementation of actions and the specific policies described herein.
- B. All mitigative actions are subject to modification through negotiation by Landowners and a representative of the Company. Certain policies require the Company to consult with the Landowner and/or Tenant of a property
- C. The Company will engage in good faith efforts to consult with both Landowners and Tenants of a given property in accordance with the terms of this Protocol.
- D. For all actions described herein, the Company may negotiate with Landowners for Landowners to carry out certain mitigative actions that Landowners wish to perform themselves.
- E. Unless otherwise specified, the Company will, as practicable, complete the mitigative actions contemplated by these policies within 45 days of the Completion of Construction of the Electric Line, weather and Landowner permitting. Temporary repairs to agricultural drainage systems, conservation measures, or other necessary infrastructure will be made as needed by the Company during the construction process to minimize the risk of additional property impact. If weather delays construction or completion of any mitigative action, the Company will provide the Landowner with an estimate of the time needed for completion of the mitigative action.
- F. All mitigative actions pursuant to these policies will extend to associated future construction, maintenance, and repairs by the Company.

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- C. The Company will document instances of noncompliance and work with construction personnel to identify and implement appropriate corrective actions as needed.
 - D. The Company will train construction personnel and the Agricultural Inspector on the provisions of this Protocol, company plans and procedures, the Project construction sequences and processes, and provide field training on specific topics as needed.
 - E. The Company will employ an Agricultural Inspector with a professional background in production agriculture, soil and water conservation, and general farm operations or practices.

15. Topsoil Segregation

In locations where construction activities will include excavating or removing soil, such as for structure foundations, the Company will segregate the topsoil layer from the subsoil and maintain separate spoil piles within designated areas of the construction workspace. Upon completion of construction activities, subsoil and topsoil will be replaced in the reverse order removed. Topsoil will be replaced to the approximate locations from which it was removed. After backfilling is completed, the topsoil would be levelled and graded to match pre-construction contours. Some temporary mounding may be necessary to account for settling.

16. Soil and Rock Removal from Support Structure Holes/Foundations

Excess soil material and possibly rocks may be generated from the area displaced by grading or the excavation associated with foundations for the support structures. The Company will consult with the Landowner as to the disposition of any excess soil material or spoils generated from foundation construction and will remove the same if necessary.

If the Company is to remove excess soil materials or spoils or rocks, the Company will do so within 45 days following Completion of Construction of the electric line, weather and Landowner permitting.

17. Clearing of Trees and Brush from the Easement

- A. If trees are to be removed from privately owned land, the Company will conduct an appraisal of the trees to determine if they have commercial value.
- B. If there are trees of commercial value, the Company will allow the Landowner the right to retain ownership of the trees with the disposition of the trees to be negotiated at least thirty (30) days prior to the commencement of land clearing, if it is determined by the parties that the trees can be removed safely.
- C. The Landowner will be compensated for trees of commercial value based on the most current timber market rates based on the age and type of the timber that will be removed.
- D. The Company's intent is to chip or mulch trees and brush not of commercial value; however, it will follow the Landowner's desires, if reasonable and legally permitted, regarding the disposition of trees and brush of no commercial value to the Landowner by windrowing, burial, chipping/mulching or removal from any affected property.

18. Organic Farms

Grain Belt Express LLC will send letters to all Landowners and Tenants prior to construction inquiring about the presence of organic farm production methods. When notified by Landowners of organic farm production and when preferred by the Landowner, the Company will avoid use of treated wood for construction matting and avoid herbicide and fertilizer application.

The Company will coordinate with the owners of any organic farms crossed by the Project regarding the specific certifications of that farm. The Company will work with the organic farmer to develop an Organic Farm Site Plan for the individual farm crossing. The Plan will identify specific certifications or accreditations, and the process by which reclamation will occur on the property to ensure no loss of certifications or accreditations.

19. Indemnification

The Company will indemnify all Landowners and Tenants of Agricultural Land upon which such electric line is installed, their heirs, successors, legal representatives, and assigns (collectively "Indemnitees"), from and against all claims by third parties and losses incurred thereby, and reasonable expenses, resulting from or arising out of personal injury, death, injury to property, or other damages or liabilities of any sort related to the design, construction, maintenance, removal, repair, use or existence of such electric line, including damages caused by such electric line or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Indemnitees provided further that such Indemnitees shall tender any such claim as soon as possible upon receipt of notice thereof to the Company.

20. Gates

Construction, operation, and maintenance of the Project may require temporary and permanent gates be installed and maintained where the ROW intersects existing fences. Unless otherwise requested by the landowner, temporary gates will be removed following construction. Permanent gates, as needed, will be constructed and maintained to protect against the escape of livestock. The Company will coordinate with the landowner on the type of livestock that are found on the property, and ensure gates are adequately constructed with the appropriate materials.

During construction and operation ingress/egress, the Project will ensure all gates, including existing off-ROW gates used for access, are left as found. Gates that are found to be closed upon approach, will be immediately closed following entry. Gates that are found open upon approach, will be left open.

21. Communication Circuits

In instances where the Landowner's communication circuits are diminished due to the location of the transmission structures, the Company will seek to relocate satellite dishes or similar Landowner communication equipment, at the Company's expense, if such relocation would reasonably improve performance of the equipment. If interference should develop between the Company's new facilities and a landowner's communication circuits that impair performance of the circuits, the Company will seek to eliminate such interference at its own expense within 45 days of receiving a verbal or written notice from the affected Landowner.

22. Agricultural and Conservation Programs

If any impacts associated with the Project cause the landowner's property to be unenrolled from an agricultural land conservation program (e.g., Conservation Reserve Program, CRP), the Company will compensate the landowner from lost revenue resulting from removal of the land from the conservation program. Compensation will be based on the previous payments being made to the Landowner by the conservation program administrator.