



4/8/2021

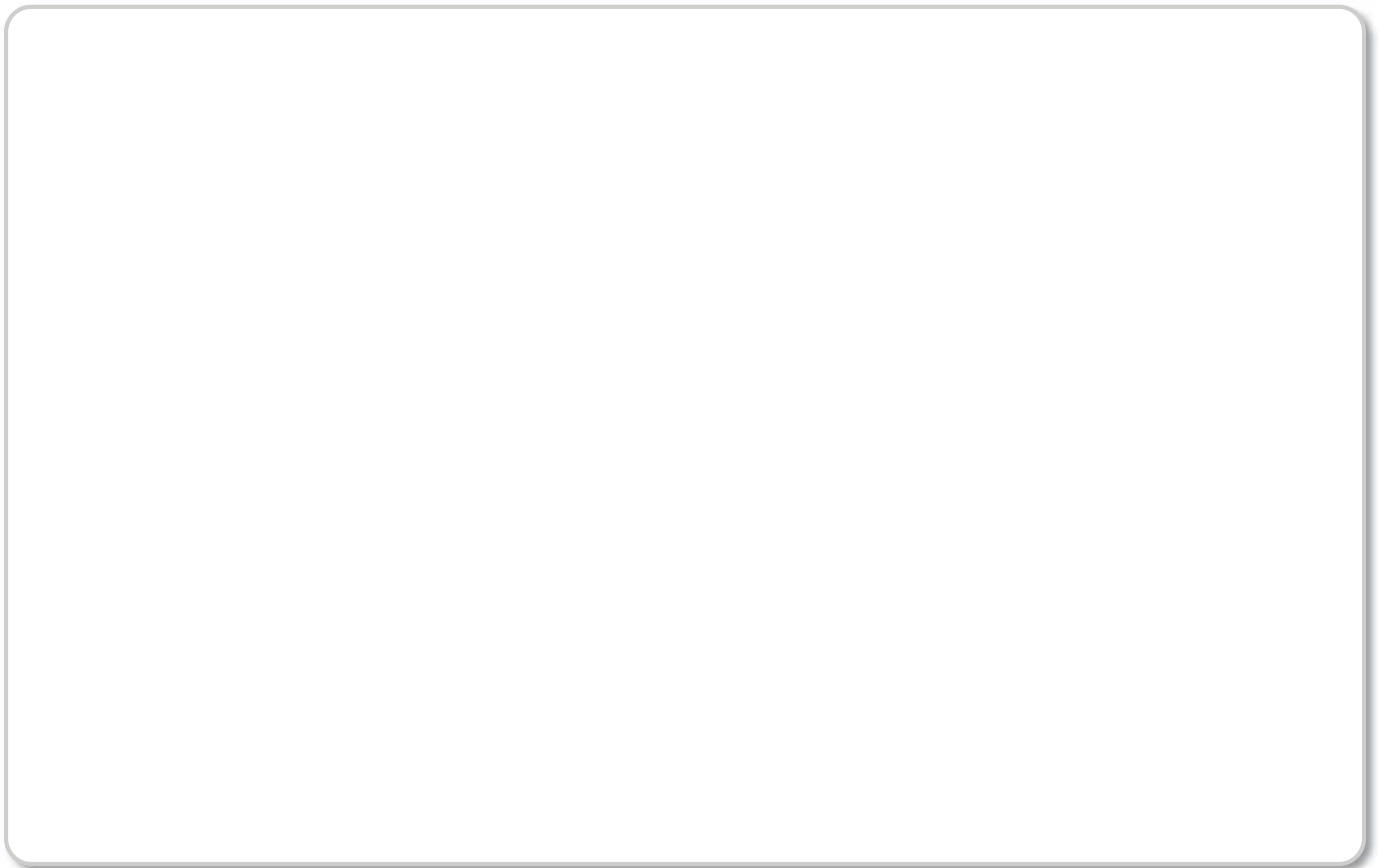
Inland Business Forms Profit Sharing Plan  
21935 Van Buren Street, Suite 3  
Grand Terrace, CA 92313

Subject: Parcel Tax ID: 022-128-33-0-00-00-005.01-0, Doniphan County, Kansas

Dear Inland Business Forms Profit Sharing Plan,

As the dedicated land representative for you and landowners in your area, I am working on behalf of the Grain Belt Express transmission line project ("Grain Belt"). Contract Land Staff ("CLS") has been retained by Invenenergy Transmission LLC to conduct landowner outreach and easement negotiations. If there is preference on the best way to contact you, please let me know through the contact information I have provided at the bottom of this letter.

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





**Additionally, you will receive compensation for any crop and conservation program revenues impacted by the project.** You may elect to receive easement and structure payments in a lump sum or broken out into annual payments over time. All payment terms are further described in Exhibits C, D and E of the enclosed Easement Agreement.

The easement payment offer is based on land type data and corresponding market valuation information that was available to Invenergy Transmission (Grain Belt's owner) and CLS at the time this letter was prepared. In certain cases, access to records has been limited due to COVID-19. If you have reason to believe that the information used to calculate the offer for your land is incorrect, please notify me. The estimated number and the locations of structures are not yet final. Ongoing project engineering as well as your input about site-specific conditions will help determine where structures are sited.

Enclosed with this letter are the following documents:

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

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

Respectfully,

A handwritten signature in black ink that reads 'Michael Tatum'. The signature is written in a cursive, flowing style.

**Michael Tatum**  
Contract Land Staff, LLC  
555 Washington Avenue, Suite 310  
St. Louis, MO 63101  
michael.tatum@contractlandstaff.com  
(817) 682-0772

# Doniphan County, KS

## Property Report Card



**Parcel Number: 0221283300000005010**

Quick Ref ID: R6215

GIS Acres: 75.58999634

Owner Name: INLAND BUSINESS FORMS PROFIT  
SHARING PLAN

Owner Address: 21935 VAN BUREN ST  
3

GRAND TERRACE, CA 92313

Property Address: 00000 160TH RD, Denton, KS 66017

Legal Description: S33, T03, R19E, ACRES 75.5, W 1/2 SE 1/4 EXC COM SW/C SE 1/4, E 490.56' TO POB, N 417.57', E 521.29', S 417.57', W 521.59' TO POB, LESS R/W

### Class Value

Class: Agricultural Appraised Land Value: \$106,150 Appraised Building Value: \$0 Appraised Total Value: \$106,150

### Agricultural Info

|                      |                  |             |                        |
|----------------------|------------------|-------------|------------------------|
| Irrigated Acre Feet: | Ag Acres: 62     | Ag Type: DR | Ag-Use Value: \$89,270 |
| Irrigation Type:     | Soil Unit: 7,207 | Well Depth: |                        |
| Irrigated Acre Feet: | Ag Acres: 11     | Ag Type: DR | Ag-Use Value: \$16,310 |
| Irrigation Type:     | Soil Unit: 7,770 | Well Depth: |                        |
| Irrigated Acre Feet: | Ag Acres: 1      | Ag Type: TG | Ag-Use Value: \$70     |
| Irrigation Type:     | Soil Unit: 7,207 | Well Depth: |                        |
| Irrigated Acre Feet: | Ag Acres: 2      | Ag Type: TG | Ag-Use Value: \$500    |
| Irrigation Type:     | Soil Unit: 7,770 | Well Depth: |                        |

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

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

Tract #: KS-DO-010.000

**TRANSMISSION LINE EASEMENT AGREEMENT**

**County of Doniphan, State of Kansas**

This Transmission Line Easement Agreement (“**Agreement**”) as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), by and between \_\_\_\_\_, **TRUSTEE(S) OF INLAND BUSINESS FORMS PROFIT SHARING PLAN**, (“**Landowner**” or “**Grantor**”) with a mailing address of 21935 Van Buren Street, Suite 3, Grand Terrace, California 92313, 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 Doniphan County, Kansas, 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) perpetual 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. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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:

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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 Kansas 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 Kansas. 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 Kansas.
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. Applicable Laws. Landowner and Grain Belt acknowledge their desire for the provisions of this Agreement to comply with all applicable Kansas and federal laws. As such, it being understood and agreed that if this Agreement does not comply in all respects with Kansas 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 Kansas 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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:**

INLAND BUSINESS FORMS PROFIT SHARING PLAN

By: \_\_\_\_\_

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

Title: Trustee

By: \_\_\_\_\_

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

Title: Trustee

---

**ACKNOWLEDGMENT OF LANDOWNER**

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

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
\_\_\_\_\_, who executed the foregoing instrument as **Trustee of INLAND BUSINESS FORMS PROFIT SHARING PLAN**, and acknowledged the same.

(S E A L)

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

**GRAIN BELT**

GRAIN BELT EXPRESS LLC,  
an Indiana limited liability company

By: \_\_\_\_\_

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

Title: Vice President

---

**ACKNOWLEDGMENT OF GRAIN BELT**

STATE OF ILLINOIS )

) SS.

COUNTY OF COOK)

Personally came before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_,  
who executed the foregoing instrument as Vice President of Grain Belt Express LLC, and  
acknowledged the same.

(S E A L)

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

Notary Public, State of Illinois

My Commission Expires: \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description**

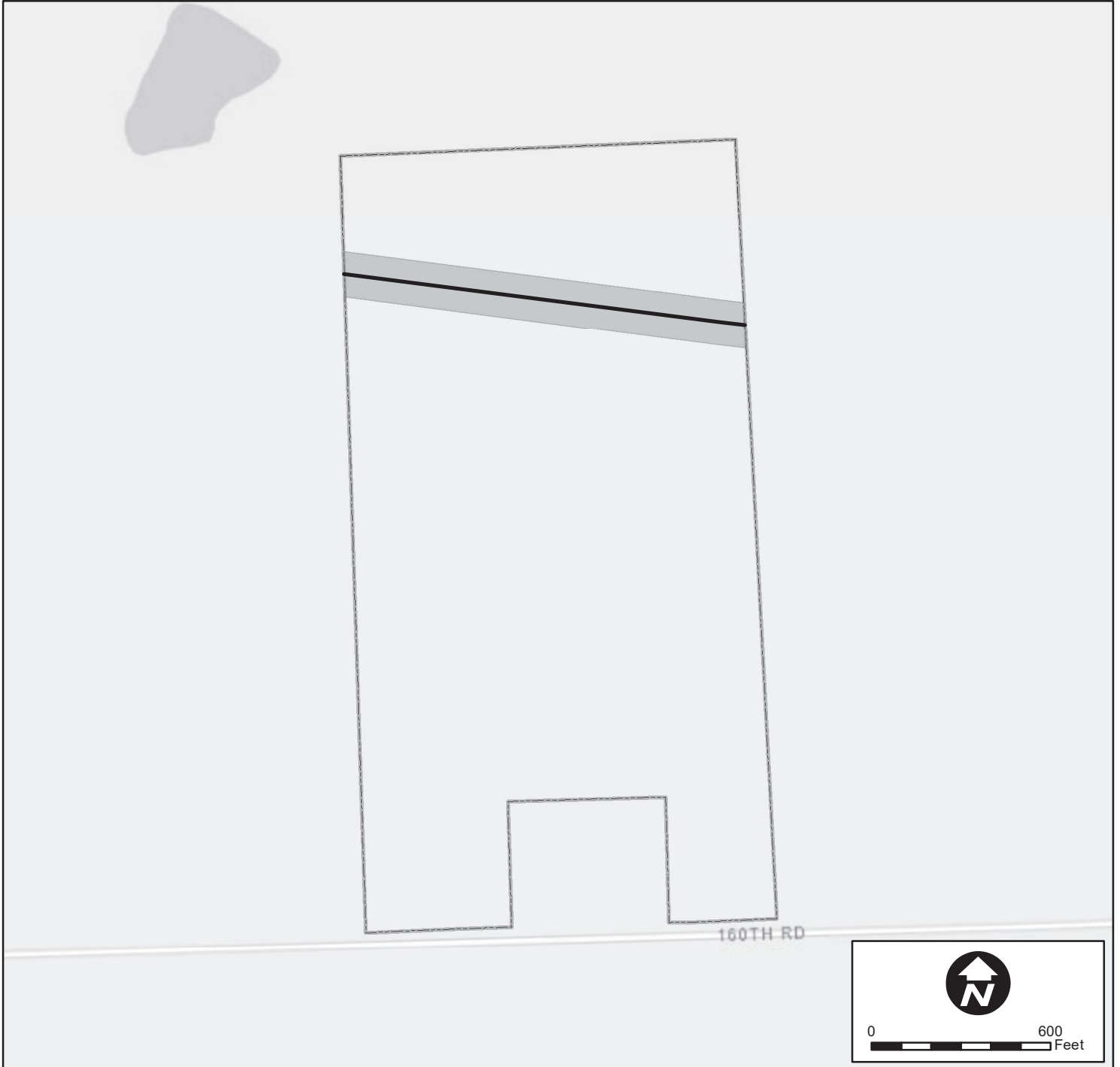
THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF DONIPHAN, STATE OF KANSAS:

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 19 EAST OF THE 6TH P.M., EXCEPT COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 19 EAST OF THE 6TH P.M.; THENCE SOUTH 89° 56' 43" EAST (ASSUMED BEARING) 490.56 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0° 03' 17" EAST, 417.57 FEET; THENCE SOUTH 89° 56' 43" EAST, 521.29 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 0° 03' 17" WEST, 417.57 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89° 56' 43" WEST, 521.29 FEET ALONG SAID SOUTH LINE TO THE POINT AND PLACE OF BEGINNING. SAID TRACT CONTAINS 5.00 ACRES, MORE OR LESS, SUBJECT TO ALL PUBLIC ROADS, EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND CONDITIONS, IF ANY, NOW OF RECORD.

Section 33, Township 3S, Range 19E

PIN No.: 022-128-33-0-00-00-005.01-0

**EXHIBIT B**  
**DONIPHAN COUNTY, KS**  
**S033-R19E-T03S**



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

ROUTE LENGTH: 1352.275 FT \ 81.956 RDS  
 EASEMENT AREA: 4.616 AC  
 TRACT AREA: 75.593 AC

*SURFACE CALCULATIONS AND LINEAR DISTANCES WERE  
 CALCULATED USING: NAD 1983 STATE PLANE KANSAS NORTH  
 FIPS 1501 (US FEET)*

**PRELIMINARY DRAWING**



**TRACT NAME**

KS-DO-010.000

| NO | REVISION | DATE      | APPR |
|----|----------|-----------|------|
| 3  | IFA      | 8/7/2020  | KA   |
| 2  | IFA      | 7/16/2020 | KA   |
| 1  | IFA      | 6/24/2020 | KA   |

| SCALE   | DATE     | DRAWN | CHECKED | APPROVED | PROJECT | DRAWING NO.   | SHEET  |
|---------|----------|-------|---------|----------|---------|---------------|--------|
| 1:5,800 | 8/7/2020 | KP    | KA      | KA       | GBX     | KS-DO-010.000 | 1 of 1 |

**DEPICTION OF THE TRANSMISSION EASEMENT AREA**

*THE ATTACHED MAP IS FOR EASE OF REFERENCE ONLY. AT ALL TIMES, THE LEGAL DESCRIPTION IN EXHIBIT A SHALL PREVAIL.*

**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:** KS-DO-010.000 **Landowner:** INLAND BUSINESS FORMS PROFIT SHARING PLAN.

**Calculation of Total Easement Consideration**

| Area ID  | Length (ft) | Width (ft) | Area (acres) | Land type |  |  |  |
|--|-------------|------------|--------------|-----------|--|--|--|
| KS-DO-010.000                                      | 1352        | 150        | 4.62         | Cropland  |  |  |  |
| <b>“Total Easement Consideration”:<sup>2</sup></b> |             |            |              |           |  |  |  |

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   |
|------------------------------|---|----------|
|                              |   |          |
| Balance Payment <sup>3</sup> | Total Easement Consideration, less the Initial Payment, less any Extension Payment. <sup>2</sup><br>Landowner may elect to receive this payment in a lump sum, or in annual payments. <sup>4</sup><br>Lump sum or first annual payment due before the Easement Compensation Deadline <sup>1</sup> . | \$36,325 |

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 Extension 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 Extension 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:** KS-DO-010.000 **Landowner:** INLAND BUSINESS FORMS PROFIT SHARING PLAN.

**Structure Estimate**

| Number of Structures <sup>1,5</sup> | Structure Type <sup>2</sup> | Rate <sup>3</sup>      | Payment options <sup>3</sup> | Payment                        | Landowner Selection (initial one) |
|-------------------------------------|-----------------------------|------------------------|------------------------------|--------------------------------|-----------------------------------|
| 1                                   | Lattice                     | \$18,000 per structure | Lump Sum                     | \$18,000                       |                                   |
|                                     |                             |                        | ---OR---                     |                                |                                   |
|                                     |                             | \$1,500+ per structure | Annual                       | \$1,500+ per year <sup>4</sup> |                                   |

**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) <sup>3</sup> | Price | Yield | Adjustment <sup>2</sup> | 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 <sup>5</sup>                                | TBD         | TBD        | TBD                       | TBD   | TBD   | 100%                    | TBD          |
| Other  | -           | -          | -                         | -     | -     | -                       | -            |
| <b>“Total One-Time Advance Crop Compensation”:</b> |             |            |                           |       |       |                         | TBD          |

**Notes:**

1. The advance crop payment represents the total anticipated loss and 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: KS-DO-010.000 Landowner: INLAND BUSINESS FORMS PROFIT SHARING PLAN.

**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: _____<br>Number: _____<br>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 prior 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.

# GRAIN BELT EXPRESS Easement Package – Signing Instructions

---

## Easement Agreement

- **Page 1**
  - Blank line – please enter the date you sign the easement here
- **Signature page**
  - **INDIVIDUALS**
    - Please sign where your name is listed on the signature page in front of a notary public. Each individual will need to have their signature notarized.
  - **TRUSTS OR BUSINESSES**
    - You should fill out each line as follows:
      - By: Signature
      - Name: Print Name
      - Title: Your title as shown on signing documentation
        - Examples: Trustee, Co-Trustee, Managing Member, Manager, Vice President, President, etc.
    - PLEASE NOTE: We will need documentation showing that you are authorized to sign on behalf of your organization. The documentation should show your name, title, and your responsibilities within the organization, which should include the ability to sign real estate or easement documents for the organization.
      - Examples: Memorandum of trust, corporate articles, meeting minutes
- **Exhibit C**
  - Bottom of page – ABOVE the double line
    - Please initial which payment option you would prefer for your balance due – a one-time up-front easement payment OR an annual easement payment. Please only select one.
  - Bottom of page – BELOW the double line
    - Please sign and date next to the word “**Landowner**”
- **Exhibit E**
  - Official Notices section
    - If you would like any initial notices sent anywhere other than the mailing address on page 1, fill in that address here.
  - Landowner Contact Information
    - Enter your preferred mailing address, phone number, and email address (if applicable) that we may contact you at.
  - Payment Instructions
    - Select Option A if you would like a single check issued to every owner listed on the easement. Select Option B if you would like separate checks issued to different individuals and enter the percentages of payment each owner should receive.
    - Please sign and date next to the word “**Landowner**”

## USDA Authorization

- Please fill out this form in its entirety if there are any USDA programs present on your property. If there are no USDA programs, you do not need to fill out this form.

## W9(s)

- Each owner who will be receiving payment needs to fill out a W9. Please ensure only ONE owner is listed per W9. Do NOT list multiple names or social security numbers on one W9.
- Item 1 – Name
- Item 3 – Ownership type
- Items 5 and 6 – Address, city, state, and zip code
- Part I
  - INDIVIDUALS – fill in social security number
  - BUSINESS – fill in employer identification number (EIN)
  - TRUST – if trust has an EIN, please fill in employer identification number. Otherwise, fill in the social security number associated with your trust.
- Sign Here (under Part II) – sign and date

## 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

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|  |   |   |  |  |
|--|---|---|--|--|
| <b>Print or type.</b><br>See Specific Instructions on page 3.              | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  |   |  |  |
|  | <b>2</b> Business name/disregarded entity name, if different from above   |   |  |  |
|  | <b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  |   | <b>4</b> 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"/> C Corporation  | <input type="checkbox"/> S Corporation   | Exempt payee code (if any) _____                         |
|  | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  | <input type="checkbox"/> Partnership    | <input type="checkbox"/> Trust/estate  |  |
|  | <b>Note:</b> 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 <b>not</b> 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. |   | Exemption from FATCA reporting code (if any) _____   |  |
|  | <input type="checkbox"/> Other (see instructions) ▶ _____   |   |  | <i>(Applies to accounts maintained outside the U.S.)</i> |
| <b>5</b> Address (number, street, and apt. or suite no.) See instructions. |   | Requester's name and address (optional) |  |  |
| <b>6</b> City, state, and ZIP code   |   |   |  |  |
| <b>7</b> 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.

|                                       |  |  |  |   |  |  |   |  |  |  |  |
|---------------------------------------|--|--|--|---|--|--|---|--|--|--|--|
| <b>Social security number</b>         |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  | - |  |  | - |  |  |  |  |
| <b>or</b>                             |  |  |  |   |  |  |   |  |  |  |  |
| <b>Employer identification number</b> |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  | - |  |  |   |  |  |  |  |

## 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.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

## 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](http://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](http://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](mailto:connect@grainbeltexpress.com).