



Cimarron Link

An Invenenergy Project

Agricultural Impact Mitigation Protocol

**For the Construction of the
Cimarron Link Project**

Invenenergy

Table of Contents

Introduction.....	2
Definitions.....	2
Mitigative Action Conditions.....	3
Construction Standards and Policies	3
1. Landowner/Tenant Coordination	3
2. Advance Notice of Access to Private Property	4
3. Reporting of Agricultural Impact Mitigation Work Concerns.....	4
4. Transmission Support Structure Type and Placement.....	4
5. Above Ground Facilities	4
6. Drainage	5
7. Irrigation Systems	5
8. Restoration of Soils from Compaction	6
9. Fertilization and/or Seeding of Disturbed Soil.....	6
10. Repair of Damaged Soil Conservation Practices	7
11. Preventing Erosion.....	7
12. Removal of Construction Debris.....	7
13. Damage to Private Property	7
14. Construction Inspector(s)	8
15. Topsoil Segregation	8
16. Soil and Rock Removal from Support Structure Holes/Foundations.....	8
17. Clearing of Trees and Brush from the Easement.....	9
18. Organic Farms	9
19. Indemnification.....	9
20. Gates	10
21. Communication Systems and Equipment.....	10
22. Agricultural and Conservation Programs	10

Introduction

Cimarron Link Transmission LLC (“Cimarron Link” or “Company”) will enact the following standards and policies as it constructs the Cimarron Link transmission line (“Project”) on agricultural land in Oklahoma. The standards and policies in this Agricultural Impact Mitigation Protocol (“Ag Protocol”) 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 below prescribed construction standards and policies apply to Project activities occurring partially or wholly on privately owned agricultural land. They may 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 Ag Protocol will be implemented in accordance with the conditions listed below.

Definitions

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. Includes rutting.

Construction Inspector (CI) – A specific person who will ensure that construction performed on agricultural land by or on behalf of the Company complies with the conditions of this Protocol.

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

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.

Pastureland – Land used for grazing animals.

Ag Protocol – This Agricultural Impact Mitigation Protocol (“Ag Protocol”) pertaining to the construction and operation/maintenance of the Cimarron Link transmission line and related converter facilities.

Project – Refers to the Cimarron Link transmission line and related facilities to be constructed, owned, and operated/maintained by Cimarron Link Transmission LLC.

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

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.

Transmission Support Structure – Towers, foundations, guy wires, or other physical components needed to support conductors and other transmission facilities.

Mitigative Action Conditions

- A. All Cimarron Link employees and representatives of the Project engaged in coordination with Landowners regarding agricultural issues will be trained in the implementation of mitigative 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 Ag Protocol.
- D. For all actions described herein, the Company may negotiate with the Landowner for the Landowner to carry out certain mitigative actions that the Landowner wishes to perform themselves.
- E. Unless otherwise specified, the Company will, as practicable, endeavor to complete the mitigative actions contemplated by these policies within 45 days of the completion of construction of the Electric Line on a given tract, 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 or other factors delay completion of mitigative actions, the Company will provide the Landowner with an estimate of the time needed for completion of the mitigative action and work with the Landowner to minimize impacts until completion.
- F. All mitigative actions pursuant to these policies will extend to future construction, maintenance, and repairs to the Electric Line by the Company.
- G. The Company will implement the mitigative actions contained in these policies to the extent that they do not conflict with the requirements of any applicable federal, state, or local laws, rules, regulations, or other permits and approvals that must be obtained by Cimarron Link for the Project.
- H. To the extent a mitigative action provided in this Ag Protocol is determined to be infeasible in the future due to requirements of other permits issued for the Project, the Company will so inform the Landowner and/or Tenant and will work with them to develop a reasonable alternative. In addition, no other provision herein shall be affected by the unenforceable provision, and the remainder of the Ag Protocol shall be interpreted as if it did not contain the unenforceable provision.
- I. In the event of a conflict between the conditions of this Ag Protocol and an easement agreement, the easement agreement will control.

Construction Standards and Policies

1. Landowner/Tenant Coordination

Prior to construction, Cimarron Link will coordinate with the Landowner and Tenant to identify the types of crops grown or livestock raised on the property, as well as identification and location of any agricultural infrastructure that may be located on the property and be potentially impacted by the

Project (e.g., water wells, irrigation equipment, drainage systems, access roads/turn roads, equipment staging pads, etc.) During and after construction, Cimarron Link will make good faith efforts to coordinate mitigation and remediation activities with the Landowner and Tenant.

2. Advance Notice of Access to Private Property

Except in the event of an emergency, the Company will notify the Landowner before accessing his/her property for the first time for the purposes of surveying, geotechnical investigations, constructing, modifying or repairing the Electric Line.

3. Reporting of Agricultural Impact Mitigation Work Concerns

Landowners will be able to report any concerns about work that is performed on the Landowner's property that does not meet the commitments outlined in the Ag Protocol to a designated point of contact that will work directly with the Construction Inspector to determine how to proceed and work diligently to address the landowner's concerns.

4. Transmission Support Structure Type and Placement

- A. Cimarron Link will discuss Transmission Support Structure placement issues with Landowners. To the extent reasonably practicable, Transmission Support Structures will be spaced in such a manner as to minimize their interference with Cropland.
- B. Cimarron Link will provide the Global Positioning System ("GPS") coordinates of the Project Transmission Support Structure locations to all Landowners and/or Tenants.
- C. The use of guy wires on Croplands will be avoided to the extent practicable. If guy wires are required, they will be marked with highly visible guards. A concerted effort will be made to place guy wires and their anchors out of Croplands, placing them instead along existing division lines (e.g., property lines, section, quarter, and half section lines, field edges, and/or fence lines) and on land not used for Croplands.

5. Above Ground Facilities

- A. With the exception of the converter stations and substations, permanent above ground facilities in Cropland will be limited to Transmission Support Structures.
- B. Temporary access roads, if needed, will be designed so as to not impede proper surface and subsurface drainage and will be built to accommodate mitigation measures for soil erosion and other conservation measures. Upon completion of use, temporary roads may be left intact through mutual agreement of the Landowner and Cimarron Link unless otherwise restricted by federal, state, or local regulations.
- C. Permanent access roads, if needed, will be designed so as to not impede proper drainage and will be built to accommodate mitigation measures for soil erosion.
- D. Pull pads, construction pads, and tower pads will be needed on a temporary basis during construction. Pad sites will be designed in order not to impede proper drainage and will be built to

mitigate soil erosion on or near the pad site locations. Pad sites will be sited in locations that avoid and/or minimize disturbance impacts to land and farming operations, to the extent practicable.

6. Drainage

- A. Prior to construction activities, Cimarron Link will send out letters to Landowners inquiring about the location of pre-existing drainage features (e.g., ditches, culverts, levees, or terraces) in areas where the Project facilities are planned. The Company will also request that Landowners coordinate with any Tenants that may also have information related to the request.
- B. If the Company is advised of possible interference with drainage features, it will make good faith efforts to relocate Project facilities to the extent practicable, to avoid and/or minimize drainage interference.
- C. If adverse effects to drainage features are unavoidable, the Company will relocate or reconfigure the drainage features to the extent practicable and pursuant to an agreement between the Landowner and Cimarron Link. If drainage features are damaged as a result of construction and repair is necessary, the Company shall reference any available county Soil and Water Conservation District specifications to aid in the repair. Drainage features will be repaired with materials of at least the same quality and to an operating condition similar to or better than that which was damaged.
- D. The Company will complete all temporary repairs of drainage features within a reasonable time following identification. Unless otherwise agreed to by the Landowner, the Company will endeavor to complete all permanent repairs within 45 days following completion of construction of the Electric Line on a given tract, weather and Landowner permitting.
- E. Affected Landowners may elect to negotiate a fair settlement with the Company for the Landowner or Tenant to undertake the responsibility for repair, relocation, or reconfiguration of the damaged drainage feature; however, in these cases Cimarron Link will not be responsible for correcting repairs after completion of the Electric Line, and landowner waives any future obligation or settlement from Cimarron Link.

7. Irrigation Systems

- A. The Company will work with Landowners and/or Tenants to minimize any permanent impacts to irrigation systems and will negotiate appropriate compensation for any permanent impacts in the easement agreements.
- B. If the Project facilities intersect an operational center pivot or spray irrigation system, the Company will communicate with the Landowner or Tenant on the anticipated duration of construction and the amount of time the irrigation system may be out of service.
- C. If, as a result of construction activities, an irrigation system interruption results in crop damages, either on the right-of-way or off the right-of-way, Landowners and/or Tenants (as appropriate) will be compensated.

8. Restoration of Soils from Compaction

- A. The Company will attempt to avoid and minimize the potential for compaction to occur as a result of construction and operation activities. Avoidance and minimization mechanisms for compaction may include, but are not limited to, defining travel corridors to reduce the area traversed by equipment, restricting construction equipment to timber mats, requiring the use of low psi tires or tracked equipment, and limiting construction during wet weather.
- B. The Company will restore compacted land to as near as practicable to its pre-construction condition. For example, soil remediation efforts for compaction may include decompaction or deep tillage as necessary. Depending on the severity, compacted land may require recontouring, liming, tillage, fertilization, or use of other soil amendments.
- C. Unless the Landowner opts to do the restoration work, or specifies other arrangements that are acceptable to Cimarron Link, the following remediation techniques will be performed on lands directly affected by compaction:
 - 1) The Company will decompact soil to a depth of up to 18 inches on any Cropland that has been compacted by construction equipment used for the construction or maintenance of the Project, and
 - 2) The Company will chisel to a depth of 12 inches any Pastureland that has been compacted by construction equipment used by Cimarron Link for the construction or maintenance of the Project.
- D. The Company will pay the Landowner to restore any compacted soil to its original state within 45 days. If the Landowner desires for the Company to perform decompaction operations, the Company will endeavor to restore any compacted soil to its original state within 45 days, weather and Landowner permitting, of the completion of construction of the Electric Line on a given tract.

9. Fertilization and/or Seeding of Disturbed Soil

- A. If desired by the Landowner, within 45 days of completion of construction of the Electric Line, weather and Landowner permitting, Cimarron Link will agree to apply fertilizer and lime to Cropland that has been disturbed by construction and maintenance of the Electric Line to help restore fertility to disturbed soils and to promote establishment of vegetative cover. The Company will apply the fertilizer at a rate established by the local NRCS, FSA, or Agriculture Extension office, unless the Landowner specifies other arrangements that are acceptable to the Company.
- B. If necessary to reduce erosion in cultivated Croplands or to reclaim Pasturelands, the Company will reseed disturbed lands with an equivalent and appropriate regional seed mix. The Company will coordinate with the Landowner as well as the local NRCS office to determine the appropriate seed mixtures.
- C. The Company will reimburse Landowner, on a timely basis, for all agricultural production inputs (i.e., fertilizers of all types and kind) needed to restore crop productivity to the right-of-way, temporary workspace(s), or any other portion(s) of Landowner's property where diminished crop yields are directly attributable to the Company's construction, repair, maintenance, and inspection

activities. The Landowner must reasonably demonstrate diminished crop yields resulting from the above activities.

- D. If the Landowner chooses to apply fertilizer, manure, and/or lime, the cost of those inputs will be included in the damages paid to the Landowner.
- E. The Company shall make available to the Landowner the name and contact information of a designated point of contact acting on behalf of the Company or other contact with whom the Landowner can communicate information with regard to diminished crop yields and need for reimbursement for the cost of agricultural inputs.

10. Repair of Damaged Soil Conservation Practices

- A. The Company will repair any damage to soil conservation practices (e.g. terraces, grassed waterways, etc.), that is caused by construction of the Electric Line.
- B. If damage to soil conservation practices occurs, the repairs will be made in accordance with county Soil and Water Conservation District practices, consistent with existing farm plans, and any other local, state, or federal requirements, as applicable.
- C. The Company will repair or pay to have repaired any damage to soil conservation practices within 45 days, weather and Landowner permitting, of the completion of construction of the Electric Line.

11. Preventing Erosion

- A. The Company will work with Landowners to prevent or correct excessive erosion on all lands disturbed by construction by implementing reasonable methods to control erosion. The Company will follow the recommendations of the county Soil and Water Conservation District and any other required permit conditions.
- B. The Company will use all reasonable efforts to ensure that permanent erosion control measures are implemented within 45 days, weather and Landowner permitting, of the completion of construction of the Electric Line on a given tract.
- C. For soil disturbance activities during construction or operations that would require a permit under the National Pollutant Discharge Elimination System, the Company will incorporate Best Management Practices as identified in a Storm Water Pollution Prevention Plan.

12. Removal of Construction Debris

As agreed to by the Landowner and Cimarron Link, the Company will remove any construction debris from Landowner's property within 45 days, weather and Landowner permitting, of the completion of construction of the Electric Line on a given tract. Litter generated by construction crews will be removed daily.

13. Damage to Private Property

If construction or related activities for the Project damage any private property, the Company will use commercially reasonable efforts to repair any such damaged private property within 45 days, weather

and Landowner permitting, of the completion of construction of the Electric Line on a given tract. If the Landowner is paid to perform the repair work, the Company will pay the going commercial rate for that work.

During construction and reclamation activities, Landowner and/or Tenant will not have the ability to conduct farming or ranching operations in the construction area. Access through the construction area must be agreed upon between the two parties for safety reasons and to prevent damages from occurring. The Landowner and/or Tenant must notify the Company of any damages that do occur to farming equipment or livestock within 45 days of when the damage occurs.

14. Construction Inspector(s)

- A. A Construction Inspector will be responsible for ensuring compliance with the provisions of this Ag Protocol. The Construction Inspector will work collaboratively with any other Company representatives in achieving compliance with this Ag Protocol.
- B. The Construction Inspector(s) will have the authority to stop construction activities that are determined to be out of compliance with this Ag Protocol.
- 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 Construction Inspector on the provisions of this Ag Protocol, Company plans and procedures, the Project construction sequences and processes, and provide field training on specific topics as needed.

15. Topsoil Segregation

In locations where construction activities will include excavating or removing soil, such as for transmission support structure foundations, the Company will segregate the topsoil layer from the subsoil and maintain separate stockpiles within designated areas of the construction workspace and stabilize them with vegetation to reduce erosion and sedimentation of those stockpiles. 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 will 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 rocks may be generated from the area displaced by grading or the excavation associated with foundations for the transmission 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, with prior written consent.

If the Company is to remove excess soil materials, spoils, or rocks, the Company will do so within 45 days following completion of construction of the Electric Line, weather and Landowner permitting, on a given tract.

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. The Company and Landowner will negotiate disposition of trees with commercial value 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. As part of these negotiations, the Landowner may choose to be compensated to relocate and replant the tree, if practicable, at a reasonably nearby location outside of the Easement Area. In this case, the Company will move the tree outside of the Easement Area and lay it on its side, where the Landowner can safely collect it and move it to a new location to be replanted. Alternatively, if the Landowner doesn't wish to replant the tree, the Landowner may choose to be compensated the value of the tree. In this case, the Company will move the downed tree to a reasonably nearby location outside of the Easement Area, and the Landowner may choose to have it remain intact or for the Company to chip or mulch it.
- 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

Cimarron Link 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 ("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 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 Systems and Equipment

In instances where performance of the Landowner's stationary communication systems and equipment are diminished due to the location of the transmission structures, the Company will take action to reasonably restore performance 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 or "CRP"), the Company will compensate the Landowner for costs to exit the conservation program.