

## ROAD AGREEMENT

THIS ROAD AGREEMENT (“Agreement”) is made as of the \_\_\_ day of \_\_\_\_\_, 2023 by and between Grain Belt Express LLC (“Grain Belt”), a limited liability company licensed to do business in Missouri and a public electric utility company certified by the Missouri Public Service Commission, and Callaway County, Missouri (“County”).

### RECITALS

A. Grain Belt is a subsidiary of Invenergy Transmission LLC and possesses a Certificate of Convenience and Necessity issued by the Missouri Public Service Commission to develop and construct the Grain Belt Express Transmission Line, including an alternating current connector line, a portion of which crosses through the County (the “Project”).

B. Grain Belt includes Grain Belt, its agents, designees and assigns, including contractors or subcontractors of Grain Belt.

C. Project construction will involve oversize and/or overweight equipment delivery trucks, materials delivery trucks, and construction equipment (collectively called “Construction Vehicles”) traveling over roads, bridges, culverts or other appurtenant road structures owned or maintained by the County (“Roads”) and the Project will include the suspension of transmission wires and related facilities over such Roads but will not include the installation of poles, guywires or other permanent structures within the right of ways of such Roads; provided, however that temporary structures necessary for safety may be installed within the right of ways of such Roads during construction.

D. The County, acting in its proprietary capacity in connection with its responsibility to oversee the condition of and repairs to the roads, highways, bridges, culverts or other appurtenant road structures under its control, has an interest in keeping the Roads in good working order and ensuring the safe use of the Roads for the traveling public.

E. The parties agree it is in their best interest to memorialize their rights and responsibilities with respect to Grain Belt’s use of the Roads, and by this Agreement set forth the terms and conditions of their agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants stated herein and for other good and valuable consideration, the parties agree as follows:

1. Crossings. Exhibit A attached hereto sets forth the path of the Project within the County and a description of the location and types of assets to be utilized at each proposed crossing on County rights of way, including proposed heights above ground-level. The County has reviewed the locations specified in Exhibit A where the Grain Belt transmission line will cross certain County roads. In accordance with Section 229.100 R.S.Mo, the County approves of and assents

to these crossings provided they are designed and built to meet the specifications in Exhibit A and Grain Belt meets all of the requirements of this Agreement. In the event that there are changes, alterations or additions to the locations in Exhibit A as deemed necessary or convenient by Grain Belt, an updated version of Exhibit A shall be prepared and provided to the County. After review and acceptance by the County Road & Bridge Supervisor or other designee of the County ("County Designee"), all terms of this Agreement shall apply to any such updated Exhibit A. Nothing herein is exclusive and the County reserves for itself and the public the right to use the Roads in any manner that does not materially interfere with the Grain Belt crossing. No tower structure for the Project shall be placed in the right of way of any Road. If required for users with oversize loads of any of the Roads where crossings exist, Grain Belt will provide the technical assistance, equipment and materials for shielding or lifting the power lines, for which Grain Belt may charge the other user reasonable charges. In addition, Grain Belt at least annually will have its engineers inspect each crossing to examine the condition of the lines and to determine clearances. If the condition of any of the lines does not meet maximum design sag in accordance with the National Electric Safety Code ("NESC") requirements as of such date the lines will be repaired or replaced. All trenches, excavations and utilities that are knifed shall be properly tamped.

2. Driveways. Grain Belt shall be allowed to build temporary or permanent private driveways off Roads to access its right-of-way, with coordination with the County Designee. Unless otherwise agreed by the County Designee, all new driveways shall be at least 40 feet in width, and will include a culvert of a size and type to provide adequate drainage for the Road. The location of any such driveway shall be consistent with the locations of other driveways accessing the Roads and will provide adequate sight distances for vehicles using the driveways.

3. Haul Routes. Exhibit B lists the Roads that Grain Belt anticipates it will use for Construction Vehicles during Project construction (the "Haul Routes"). Upon request from Grain Belt, the County will provide Grain Belt any limits of the Haul Routes, including Road and bridge capacities, underpass and tunnel clearances, and maximum vehicle height. Grain Belt will provide the County an updated Exhibit B if Road limits or construction plans require a change to the Haul Routes prior to the use of any other Haul Routes. After review and acceptance by the County Designee, all terms of this Agreement shall apply to any such updated Exhibit B. Upon confirmation of the final list of Roads and Haul Routes, the County will cause all necessary permits, including oversize and overweight permits, to be issued to Grain Belt. Nothing herein shall be construed to prevent Grain Belt's lawful use of and travel upon Roads but does restrict the Roads to be used as Haul Routes.

4. Use of Roads Generally. Grain Belt and its Representatives will: (i) hold meetings in compliance with Section 6; (ii) use Roads in a reasonable effort to minimize adverse impact on the local traffic; (iii) provide 48 hour advance notice to the County when it is necessary for a Road to be closed for a period exceeding one-half hour for any reason relating to the construction of the Project and provide all materials and pay for all costs reasonably necessary to close the Road; (iv)

provide signage of all Road closures and work zones in compliance with the most current manual on Uniform Traffic Control Devices adopted by the State of Missouri; (v) keep the Roads reasonably free from litter and debris created by Grain Belt or its contractors; (vi) honor the posted speed limits and other traffic control signs on the Roads and in the County in general; (vii) employ dust control measures approved by the County; (viii) install metal signage reading "Grain Belt Traffic," or language materially similar thereto, to direct Construction Vehicles to remain on Haul Roads; and (ix) issue maps to drivers of Project vehicles that are being used for construction that clearly identify the Roads that must be used for Haul Roads. Use of Roads not designated as Haul Roads is prohibited for Construction Vehicles without prior consent from the County Designee or an update to Exhibit B. The Period of Use for Haul Roads is 6:00 am to 10:00 pm daily and any Haul Road use outside of those times is strictly prohibited without the written permission (email is sufficient) of the County Designee and in compliance with this Agreement. After the seven notices of documented and confirmed days in violation of this Agreement, Grain Belt will pay a penalty of \$5,000 for each day of an occurrence of a violation.

5. Pre-Construction Inspection. Prior to Construction Vehicles traveling over the Roads, Grain Belt, at its sole expense, accompanied by a County Road & Bridge representative shall collect videos and photographs to document the condition of the Haul Routes. At no cost to the County, Grain Belt shall provide the County copies of the videos and photographs and allow County representatives to accompany Grain Belt on the inspections. In the event that the County Road & Bridge representative and Grain Belt determine that the existing subgrade or base needs to be reinforced or stabilized for particular portions of the Roads, Grain Belt will implement such reinforcement or stabilization on a case-by-case basis. Grain Belt shall, upon completion of construction of the Project restore the Roads to a level at least consistent with the conditions of the Roads prior to commencement of construction and shall "cap" all Roads with a layer of gravel as reasonably required by the County Designee.

6. Construction Coordination. Grain Belt shall designate in writing a Project representative together with his or her cell phone number and email address to be available to the County Designee throughout Project construction to keep the County Designee informed of construction status and major activities on the Haul Routes. In addition, Grain Belt will provide a 24/7 point of contact for addressing Project emergencies. In the case of a condition that creates a hazard to public travel, such condition will be repaired within 24 hours of notice from the County Designee, weather permitting. Grain Belt's representative will participate in regular conference calls with the County on a schedule acceptable to the County.

7. Road Modifications. Grain Belt and the County Designee shall coordinate on reasonable Road modifications (the "Modifications") which may be required to accommodate Project construction, such as Road or intersection widening. Prior to any such Modifications, Grain Belt will provide to the County Designee a design of such Modifications prepared by a qualified engineer licensed by the State of Missouri, for the review and acceptance of the County Designee.

After review and acceptance, Grain Belt shall enter into a contract for the construction of such Modifications which contract shall provide that the contractor during construction will have in force adequate liability insurance (public liability insurance and automotive liability insurance with coverage limits at least equal to the then applicable Missouri sovereign immunity limits) with the County named as an additional insured under such insurance which insurance shall be primary and noncontributory to any insurance of the County, will have workers compensation insurance on all workers, will provide to the County payment and performance bonds to assure completion of the work, will construct or cause to be constructed the Modifications according to the approved plans and specifications, and will comply with all laws applicable to such construction and provide all other affidavits required by law for such work. All such Modifications will be at Grain Belt's sole expense and to the standards of the County and generally accepted engineering practices. All Modifications shall be free from defects in material and workmanship for a period of one year after completion of the Modification. If requested by the County, at the completion of construction, Grain Belt shall remove any such Modifications of the Roads at Grain Belt's sole expense. In the event Grain Belt fails to remove the Modifications from the Roads as requested, the County may remove such Modifications and Grain Belt will reimburse the County for the costs of removal plus 10%, and all reasonable legal and other professional expenses related to the removal. If the County does not request the removal of some or all of the Modifications, such Modifications shall be owned solely by the County and Grain Belt will abandon all rights and ownership in such Modifications.

a. If Grain Belt needs to add material to a Road to strengthen the Road to accommodate its construction activities, Grain Belt shall have a qualified engineer licensed by the State of Missouri design such proposed work including designation of the aggregate to be used, and after review and acceptance by the County Designee, Grain Belt will contract for installation of the aggregate to be used under a contract consistent with that required for other Modifications.

b. If Grain Belt needs to replace a culvert in or along a Road, Grain Belt will coordinate with the County Designee on the size, type and location of culvert to be used.

8. Road Repairs. Grain Belt shall repair the Roads as needed to (i) correct damage that is caused by Project, and (ii) to remove rutting in dirt or gravel Roads caused by Construction Vehicles (collectively, "Required Repairs"). The intention is that Grain Belt will repair or cause to be repaired the Roads to the condition prior to Grain Belt's use under this Agreement.

a. Grain Belt shall perform the Required Repairs within 7 business days, or such reasonable additional time as may be required due to weather or other factors beyond control of Grain Belt, so that Road damage from Project construction does not present a hazard to the traveling public. Grain Belt, immediately after determining Road damage has occurred, shall place adequate barricades, guards and warning signs, lights or devices consistent with the requirements

contained in the Manual on Uniform Traffic Control Devices, until the damage is repaired and approved by the County.

b. If a County reasonably determines that Grain Belt has not performed a Required Repair, it shall notify in writing Grain Belt's designated representative.

c. If Grain Belt does not address the Required Repairs within 7 business days of mailing of the notice, or such reasonable additional time as may be required due to weather or other factors beyond control of Grain Belt, the County may make the Required Repair itself. If the County undertakes a Required Repair, it shall notify Grain Belt of such in writing, including a description of the damage and the Required Repair. Grain Belt will pay the County's reasonable costs for the Required Repair plus an administrative fee equal to 10% of the cost of the Required Repair to offset the County's administrative costs to arrange for and manage the Required Repair.

d. Within 30 days of receipt of a County bill for a Required Repair, Grain Belt shall pay the bill.

e. Prior to commercial operations of the Project, Grain Belt will provide the County with a final copy of the Grain Belt Emergency Restoration Plan as required by Missouri Public Service Commission regulation, 20 CSR 4240-20.045(6)(J).

f. In emergency situations requiring work within the County right-of-way, Grain Belt may begin work immediately but the County Commission shall be notified via telephone as soon as possible. All emergency work shall be done in conformity with the provisions of this Agreement and may be inspected for full compliance.

9. Security. During Project construction and for a period of 3 years after completion of construction within the County, Grain Belt shall maintain a surety bond with the County in the amount of \$750,000 to be available to reimburse the County for Road Repairs and other costs not remedied by Grain Belt as required by this Agreement. In the event the bond is used to reimburse the County, Grain Belt will renew the bond to the original amount of \$750,000.

10. Notices. Notices under this agreement shall be delivered to:

If to Grain Belt:  
Grain Belt Express LLC  
One South Wacker Drive, Suite 1800  
Chicago, Illinois 60606

If to Callaway County:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Completion of Construction. After Grain Belt completes construction of its facilities in the County, it shall notify the County Designee and, will do a post-construction inspection in coordination with the County Designee, and create a schedule for any remaining Required Repairs. Any Required Repairs will be completed within one month of the parties' agreement on their need, with appropriate extensions to allow for environmental and seasonal conditions. Upon satisfactory

completion of the Required Repairs, if requested by Grain Belt, the County shall execute a statement affirming completion of all Required Repairs.

12. Termination. This Agreement shall automatically terminate 2 years after the Project's construction activities in the County are complete, the Required Repairs have been completed, and the As-Built Maps required by Section 13 have been provided, except that the obligations under Sections 1, 17, and Exhibit A, shall survive the termination of the Agreement and continue in force so long as such lines cross over the Roads. Sections 9 and 14 shall survive termination of the Agreement pursuant to the terms of such Paragraphs. This Agreement may be terminated by the County if Grain Belt breaches the terms of this Agreement and fails to cure such default within 30 days of the date written notice of default is delivered to the designee of Grain Belt.

After termination of this Agreement, in the event that any post-commercial operation activity during the life of the Project with a projected cost exceeding \$1,000,000 requires use of oversize/overweight Construction Vehicles in the County ("Post-Commercial Operation Activity"), prior to commencing such Post-Commercial Operation Activity, Grain Belt shall re-establish the security required by Paragraph 9 in an amount to be determined by Grain Belt and the County that is commensurate with the potential impact of the Post-Commercial Operation Activity on the Roads, but not to exceed the original security amount. During the Post-Commercial Operation Activity, Grain Belt shall also maintain insurance coverage pursuant to Section 15. Grain Belt shall maintain such security amount and insurance coverage for a period of six (6) months after the Post-Commercial Operation Activity has completed, all of Grain Belt's use of the Roads with Construction Vehicles has concluded, and all Required Repairs have been completed. During the period of Post-Commercial Operation, Grain Belt shall also comply with Sections 2-8 and 10-11.

13. As-Built Maps. Within 12 months after completion of construction, Grain Belt shall provide the County an as-built map of its facilities in the County, including its private access roads and driveway entrances from Roads. The As-Built Maps shall also include the transmission line maximum design sag above the road surface at each crossing.

14. Indemnity. Grain Belt shall defend, indemnify and hold harmless the County, their commissioners, boards, administrators, employees, and representatives (collectively the "Indemnified Party") against any and all losses, claims, damages, expenses (including, without limitation, reasonable attorneys' fees and costs of litigation), and liabilities for (i) physical damage to roads arising out of the road repair obligations and (ii) for property damages, personal injury or death to any person, to the extent resulting from or arising out of (i) any operations or activities of Grain Belt on the Roads; (ii) any negligent or intentional act or omission on the part of Grain Belt; or (iii) any breach of this Agreement. This indemnification obligation shall survive the termination of this Agreement for the period of the applicable statute of limitations.

15. Insurance. Grain Belt shall, throughout the term of this Agreement and for the 2 years after completion of construction, maintain (i) worker's compensation insurance in accordance with the

laws of the State of Missouri and employer's liability insurance in the amount of \$1,000,000, (ii) commercial general liability insurance with minimum limits of equal to the then applicable sovereign immunity limits of the State of Missouri, and (iii) automobile liability insurance equal to the then applicable sovereign immunity limits of the State of Missouri. The County will be named as an additional insured on the liability policies and such insurance shall be primary and non-contributory to any insurance maintained by the County. To the maximum extent permitted by law, the naming of the County as an additional insured on the liability policies shall not waive the County's sovereign immunity. Upon written request, Grain Belt will provide the County a certificate of insurance.

16. Road Maintenance Fund. Grain Belt agrees to pay the County a fee of \$15,000 per year on or before December 31<sup>st</sup> of each year for a period of 20 years, beginning the first year in which transmission facilities are installed on easement property in the County for administration of this agreement and ongoing maintenance of Roads. Grain Belt agrees to pay the County a one-time payment of \$75,000 no less than forty five (45) days after full execution of this Agreement to cover the costs of negotiation of this Agreement and the County's obligations under this Agreement during construction activities. Any amounts paid by Grain Belt pursuant to this section are nonrefundable, regardless of whether the Project is constructed or placed into operation.

17. Litigation. Nothing herein shall prevent the County from pursuing all remedies available to it by law. In the event the County brings any action to enforce this Agreement and is the prevailing party, then in addition to all other damages, Grain Belt shall pay all costs of litigation including reasonable attorney's fees and litigation expenses.

18. No Partnership. This Agreement does not create an association, joint venture, fiduciary relationship or partnership between the parties. This Agreement is for the benefit of the parties and is not intended and does not create any rights in any persons not a party to this Agreement.

19. Entire Agreement. Other than required updates to Exhibits A and B, the provisions of this Agreement shall not be subsequently modified, except by mutual consent and agreement of the parties, expressed in writing, dated, and signed.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the day and year first above written.

**Grain Belt Express LLC**

By: \_\_\_\_\_  
Shashank Sane  
Executive Vice President, Invenegy  
Transmission

Date: \_\_\_\_\_

**Callaway County, Missouri**

By: \_\_\_\_\_  
Gary Jungermann  
Presiding Commissioner

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Randall Kleindienst  
Eastern Commissioner

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Roger Fischer  
Western Commissioner

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
County Clerk

Reviewed and Approved:

\_\_\_\_\_  
County Attorney



**EXHIBIT A**  
**CROSSINGS OF ROADS BY GRAIN BELT EXPRESS**

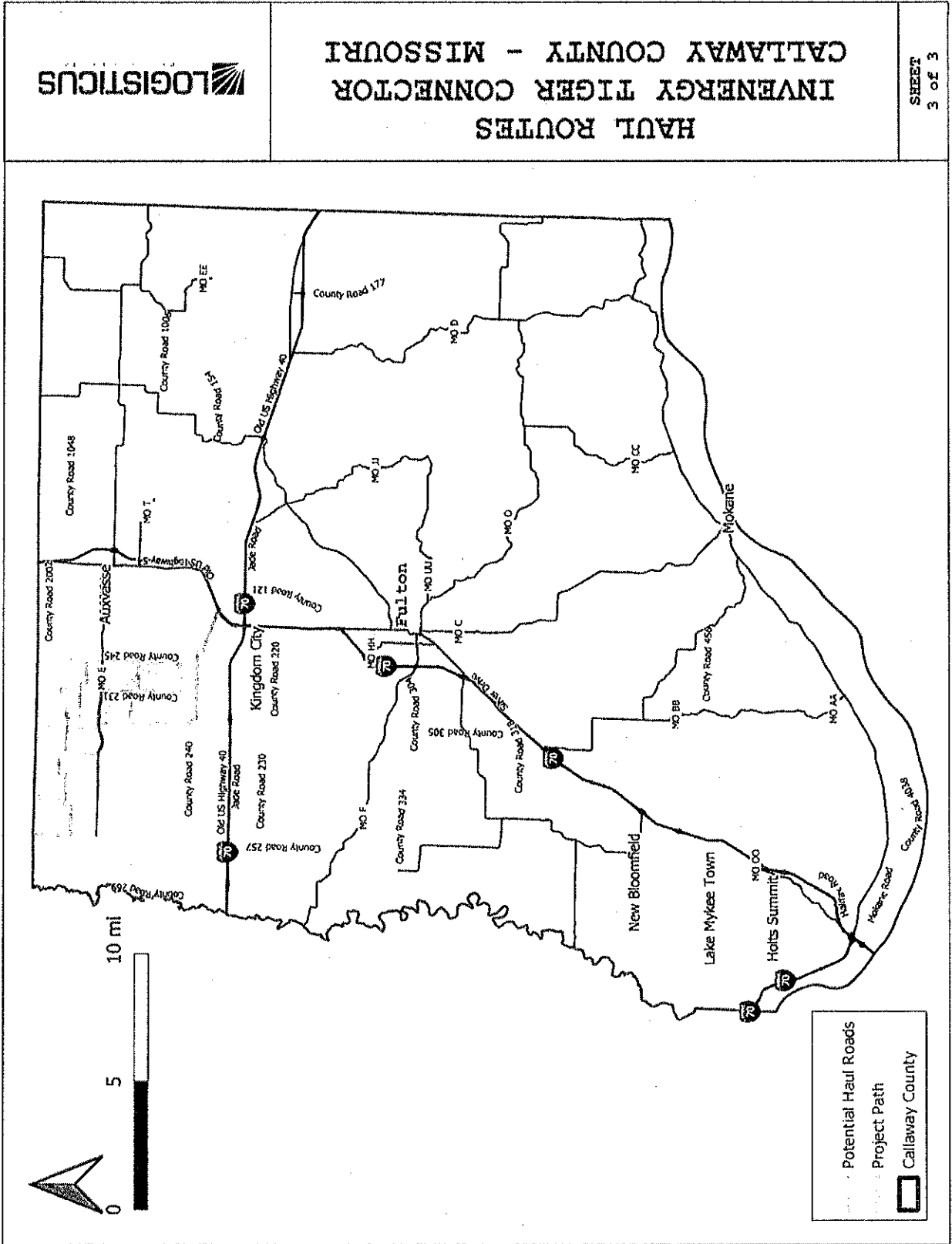
Locations where Grain Belt will cross over Roads (as defined in the Road Agreement) in Callaway County:

Road Name	STR	Approx Lat	Approx Long
Co Rd 2000	T50NR10WS34	39.062847	-92.022444
Co Rd 282	T49NR10WS11	39.043853	-92.005938
Hwy E	T49NR10WS14	39.026371	-92.006418
Co Rd 231	T49NR10WS24	39.011841	-91.987503
Ivy Ln	T49NR10WS24	39.005378	-91.978419
Co Rd 260	T49NR09WS19	39.003945	-91.976413

Requirements for crossings:

1. Grain Belt shall design its transmission line for vertical clearance of 25 feet or more above County roads and in accordance with all National Electrical Safety Code standards. After installation, Grain Belt will have a surveyor or engineer verify the vertical clearances and certify the same to the County for each crossing. This information will be on the final as-built maps. Such clearances shall be maintained at all times.
2. No ground-level permanent structures other than the access drives will be placed within the County Road right-of-way without County's written consent.

**EXHIBIT B  
HAUL ROUTES**



**HAUL ROUTES  
INVENENERGY TIGER CONNECTOR  
CALLAWAY COUNTY - MISSOURI**