

**Appendix H**  
Agricultural Impact Mitigation Plan

**AGRICULTURAL IMPACT MITIGATION PLAN**  
**KIMBALL SUBSTATION AND**  
**115 KILOVOLT TRANSMISSION LINE PROJECT**  
**IN STEARNS AND MEEKER COUNTIES, MINNESOTA**



**September 2026**

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## ACRONYMS AND ABBREVIATIONS

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agricultural Land                | Land that is actively managed for cropland, hayland, or pasture, and land in government set-aside programs.                                                                                                                                                                                                                                                                                                                                                                                |
| AIMP                             | Agricultural Impact Mitigation Plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Permittee                        | Great River Energy                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Certifying Agent                 | As defined by the National Organic Program Standards, Federal Regulations 7 CFR Part 205.2.                                                                                                                                                                                                                                                                                                                                                                                                |
| Commission                       | Minnesota Public Utilities Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Cropland                         | Land actively managed for growing row crops, small grains, horticultural crops, or hay.                                                                                                                                                                                                                                                                                                                                                                                                    |
| Decertified or Decertification   | Loss of organic certification.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Easement                         | The agreement(s) and/or interest in privately owned agricultural land held by Permittee by virtue of which it has the right to construct, operate, and maintain the transmission line together with such other rights and obligations as may be set forth in such agreement.                                                                                                                                                                                                               |
| Final Clean-up                   | Transmission line activity that occurs after the transmission line has been constructed. Final Clean-up activities may include: removal of construction debris, decompaction of soil as required, removal of temporary erosion control structures, final grading, restoration of fences, and required reseeding. Once Final Clean-up is finished, landowner will be contacted to settle all damage issues and will be provided a form to sign acknowledging final construction settlement. |
| Landowner(s)                     | Person(s), or their representatives, holding legal title to agricultural land on the transmission line route from whom Permittee is seeking, or has obtained, a temporary or permanent Easement. If the Landowner(s) has "Tenant(s)", the Landowner may delegate the Tenant(s) as the contact point for the Permittee.                                                                                                                                                                     |
| MDA                              | Minnesota Department of Agriculture.                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Non-Agricultural Land            | Any land that is not "Agricultural Land" as defined above.                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Organic Agricultural Land        | Farms or portions thereof described in the National Organic Program Standards, Federal Regulations 7 CFR Parts 205.100, 205.202, and 205.101.                                                                                                                                                                                                                                                                                                                                              |
| Organic Buffer Zone              | As defined by the National Organic Program Standards, Federal Regulations 7 CFR Part 205.2.                                                                                                                                                                                                                                                                                                                                                                                                |
| Organic Certification or Organic | As defined by the National Organic Program Standards,                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Certified            | Federal Regulations 7 CFR Part 205.100 and 7 CFR Part 205.101.                                                                                                                                                                                                                                                                                                                                                                                          |
| Organic System Plan  | As defined by the National Organic Program Standards, Federal Regulations 7 CFR Part 205.2.                                                                                                                                                                                                                                                                                                                                                             |
| Prohibited Substance | As defined by the National Organic Program Standards, Federal Regulations 7 CFR Part 205.600 through 7 CFR 205.605 using the criteria provided in 7 USC 6517 and 7 USC 6518.                                                                                                                                                                                                                                                                            |
| Project              | Kimball Substation and 115 Kilovolt Transmission Line Project in Stearns and Meeker counties, Minnesota.                                                                                                                                                                                                                                                                                                                                                |
| Right-of-Way         | The land included in permanent and temporary Easements that Great River Energy has acquired for the purpose of constructing, operating and maintaining the transmission line.                                                                                                                                                                                                                                                                           |
| Subsoil              | Soil that is not "Topsoil" as defined below. Subsoil is immediately below topsoil.                                                                                                                                                                                                                                                                                                                                                                      |
| Tenant(s)            | Any person(s) lawfully renting or sharing land for agricultural production that is located in the "Right-of-Way" as defined in this AIMP.                                                                                                                                                                                                                                                                                                               |
| Third-Party Monitor  | Monitor retained by Permittee to work on behalf of PUC and MDA who is responsible for overall assessment of project compliance with Route Permit conditions and this document. The Third-Party Monitor shall report directly to the Public Utilities Commission and the Minnesota Department of Agriculture. The Monitor will have demonstrated experience on Agricultural Land that might include pipeline or electric transmission line construction. |
| Topsoil              | The uppermost horizon (layer) of the soil, typically with the darkest color and highest content of organic matter. Topsoil is immediately above subsoil.                                                                                                                                                                                                                                                                                                |

## **1.0 INTRODUCTION**

Great River Energy developed this Agricultural Impact Mitigation Plan (AIMP) to be submitted with the Route Permit Application prepared for the Minnesota Public Utilities Commission to construct the Kimball Substation and 115 Kilovolt (kV) Transmission Line Project in Stearns and Meeker counties, Minnesota (Project). The Project will consist of new 115-kV overhead transmission line from Great River Energy's existing 115-kV Big Swan to Wakefield transmission line to the proposed Kimball Substation, which will be constructed to receive 115-kV service.

The Project's Proposed Route is approximately 51 percent cropland and 11 percent pasture/hay. Two organic farms totaling 365 acres exist in the Project Area. Great River Energy will obtain easements for the construction of the 115-kV transmission line. The AIMP identifies measures that Great River Energy will take during construction to avoid, mitigate, minimize, repair, or provide compensation for impacts on Agricultural Land. The AIMP and its provisions will be implemented during construction and restoration activities taken prior to filing notice of completion of construction with the Minnesota Public Utilities Commission.

Capitalized words and other defined terms have the meanings given to them in this AIMP and its appendix. Use of "Landowner" in this AIMP may be construed to read "Landowner and/or Tenant."

## **2.0 APPLICABILITY**

This AIMP and its construction standards and policies apply only to construction activities occurring on privately owned Agricultural Land. If agricultural Tile is encountered, whether on Non-Agricultural Land or Agricultural Land, Great River Energy will implement construction standards relating to the repair of Tile on Agricultural Lands discussed further in this AIMP. Portions of this AIMP that identify standards and policies as they apply to Organic Agricultural Land apply only to the types of lands defined in the National Organic Program Rules (7 C.F.R. Parts 205.100; 205.101, and 205.202). Further, construction standards and policies identified in this AIMP can be modified through an Easement or other agreement between Great River Energy and the Landowner of Agricultural Land, as appropriate. In such cases, the Easement or other agreement will control.

Great River Energy will negotiate in good faith with each Landowner of Agricultural Land to secure an agreement containing the conditions or provisions necessary to implement the provisions of this AIMP. The mitigative actions set forth in this AIMP are subject to negotiation and approval or change by Landowner of Agricultural Land, so long as such changes are negotiated with and acceptable to Great River Energy. Mitigative actions will be executed by Great River Energy's employees or its contractors, unless otherwise specified or agreed upon by the Landowner. Great River Energy and Landowner may agree that certain activities will be performed by Landowner.

Unless otherwise specified in this AIMP or in an Easement or other agreement negotiated between

the Great River Energy and Landowner, construction standards and policies or mitigative actions will be implemented within 90 days after completion of Final Clean-up activities on Agricultural Land. Weather conditions or other circumstances identified by mutual agreement between Landowner and Great River Energy may delay implementation of mitigative actions after Final Clean-up. Where Great River Energy determines it is practicable, it may make temporary repairs. These temporary repairs may be made to minimize additional property damage or interference with the Landowner's access to the subject Agricultural Land or to comply with Federal or State permits and regulations.

Great River Energy or its contractors will implement the construction standards and policies or mitigative actions identified within this AIMP so long as such activities do not conflict with any applicable Federal or State rules, regulations, permits, licenses, approvals, or conditions obtained by Great River Energy for the Project. Should any activity within this AIMP be determined to be unenforceable due to Federal or State rules, regulations, permits, licenses, approvals, or conditions, Great River Energy will inform the Landowner and will identify a reasonable alternative activity.

Prior to Right-of-Way preparation or construction, Great River Energy will make a good-faith effort to provide each Landowner with contact information, including a phone number and address that can be used to contact Great River Energy regarding any impacts to Agricultural Land or other construction-related concerns or questions. Great River Energy will provide updated information to the Landowner within a reasonable time of any change to its Project contacts.

### **3.0 CONSTRUCTION STANDARDS**

#### **3.1 Mitigative Actions**

Great River Energy will reasonably restore and/or compensate Landowner, as appropriate, for damages caused by it or its contractors as a result of transmission line construction, and as outlined in this AIMP. Great River Energy will decide whether to restore land and/or compensate Landowner after a discussion with the Landowner.

#### **3.2 Advance Notice of Access**

Great River Energy will make good faith efforts to provide notice to the Landowner in advance of the commencement of initial construction activities on Agricultural Land. Notice may include personal contact, email, letter, or telephone contact.

#### **3.3 Environmental / Agricultural Monitor**

The Permittee will hire an independent Third Party Monitor as required by its Route Permit. In addition to monitoring duties assigned by the PUC, the Third-Party Monitor will also monitor compliance with this AIMP and provide MDA with copies of each of its monitoring reports on the schedule agreed to with the PUC EIP Environmental Review Manager and the Third-

## Party Monitor.

The Third-Party Monitor will meet the minimum qualifications as outlined in **Section 3.4**. The contract signed by the Permittee will specify minimum qualifications for Environmental/Agricultural Monitors and will direct the selected contractor to communicate independently with the MDA and set up a reporting relationship as the MDA instructs.

The Third-Party Monitor will audit the Permittee's compliance with this AIMP. While the Third-Party Monitor will not have the authority to direct construction activities and will not have authority to stop construction. If the Third-Party Monitor observes a significant noncompliant activity, it will be reported to the Permittee's Construction Field Representative immediately. The Third-Party Monitor will work with construction management to identify and implement appropriate corrective actions, as needed. If after reviewing the noncompliant activity and if judgment is made that continuing the activity will cause damage to the environment or agricultural land, the Permittee will issue a stop work order.

Specific duties of the Third-Party Monitor will include, but are not limited to the following:

1. Participate in preconstruction training activities sponsored by the Permittee.
2. Monitor construction and restoration activities on Agricultural Land for compliance with provisions of this AIMP. The Third-Party Monitor will be allowed full access to the Agricultural Land where construction occurs.
3. Report instances of noncompliance with the AIMP to the Permittee and the MDA.
4. Coordinate with the MDA to develop a reporting structure and report directly to the MDA on events or schedule as agreed upon with the MDA.
5. Coordinate communication of Landowner concerns to the Permittee and the MDA, if necessary.
6. Maintain a written log of Landowner concerns observed or reported by the Permittee's construction or land rights agents regarding compliance with this AIMP. The written log should record whether the Third-Party Monitor reported each logged concern to the MDA.
7. Be responsible for determining whether weather conditions have caused the soil to become so wet that the activity to alleviate compaction would reduce the future production capacity of the land and advising the Permittee of these conditions. The Permittee will be solely responsible in making the decision on whether it will proceed with construction under these conditions. Compensation for a Landowner, as appropriate, will be determined as described in the "Procedures for Determination of Damages and Compensation" section of this AIMP.

8. In disputes between the Permittee and a Landowner over restoration, advise the MDA on whether the agricultural restoration is reasonably adequate in consultation with the Permittee.

### **3.4 Qualifications and Selection of the Environmental/Agricultural Monitor**

The Permittee Third-Party Monitor will:

1. Have demonstrated practical experience with construction and restoration on Agricultural Land, preferably with pipeline or electric transmission line projects.
2. Be responsible for verifying the Permittee' compliance with provisions of this AIMP during construction.
3. If work is being performed on Organic Agricultural Land, the Third-Party Monitor will be trained in organic inspection by the Independent Organic Inspectors Association, unless the Third-Party Monitor received such training during the previous three years.
4. Work collaboratively with other members of the Permittee' teams in achieving compliance with this AIMP.
5. Observe construction activities on Agricultural Land on a regular basis.
6. Work with construction crews to assure all practices are in compliance with the provisions of this AIMP.
7. Document instances of noncompliance and work with construction personnel to identify and implement appropriate corrective actions as needed.
8. Provide construction personnel with training on provisions of this AIMP before construction begins.
9. Provide construction personnel with field training on specific topics as needed.

### **3.5 Pole Placement**

During the design of the Project, Great River Energy's engineering, land rights, and permitting staff will seek input from the Landowner, as practicable, to address pole placement issues. Prior to construction, the land rights agent will review the planned pole locations with the Landowner when requested to do so by the Landowner.

### **3.6 Pole Removal**

Where the Project is constructed along an existing transmission line, and Great River Energy will

be collocating with existing facilities, Great River Energy may remove existing transmission line structures. For transmission line structures that do not have a footing, Great River Energy will extract the pole from the ground if possible. In the event a pole cannot be extracted by pulling, Great River Energy will excavate an area and an attempt will be made to extricate an excavated pole entirely. If an excavated pole cannot be removed in its entirety, the pole will either be cut off at the excavated depth (in the range of approximately two to four feet or pushed over if the pole cannot be cut. If an existing transmission structure to be removed has a concrete footing, Great River Energy will work with the Landowner to determine at what depth, typically four feet deep, the footing must be removed so farming operations can continue on the property.

If Great River Energy removes an existing pole, all support anchors for the structure will be removed. In these instances, Great River Energy will work with the Landowner to identify any Tile lines located near anchors prior to removal of the anchors. Additionally, if any damage to Tile occurs as a result of pole or anchor removal, Permittee will adhere to the “Agricultural Tile” section of this AIMP.

### **3.7 Agricultural Tile**

Great River Energy will contact an affected Landowner for Landowner’s knowledge of any Tile locations prior to installation of the transmission line. Great River Energy will attempt to identify Tile if the Landowner does not know if Tile is located at the proposed pole location. Tile that is damaged, cut, or removed as a result of Great River Energy’s location efforts will be promptly repaired.

If Tile is damaged by Project construction, the Tile will be repaired with materials of the same quality as that which was damaged. If Tiles on or adjacent to the transmission line construction area are adversely affected by construction, Great River Energy will take such actions as are necessary to restore the Tile function, including the relocation, reconfiguration, and replacement of the existing Tile. Great River Energy will correct Tile repairs, as needed, after completion of the transmission line construction, provided the repairs were made by Great River Energy or its contractors.

The affected Landowner may elect to negotiate a fair settlement with Great River Energy, by which election the Landowner chooses to undertake the responsibility for repair, relocation, reconfiguration, or replacement of the damaged Tile. In the event the Landowner chooses to undertake the responsibility for repair, relocation, reconfiguration, or replacement of the damaged Tile, Great River Energy will have no further liability for the identified damaged Tile.

The following standards and policies apply to the Tile repairs completed by Great River Energy:

1. Tiles will be repaired with materials of the same or better quality as that which was damaged.

2. If water is flowing through a damaged Tile, temporary repairs will be promptly installed and maintained until such time that permanent repairs can be made.
3. Great River Energy will make efforts to complete permanent Tile repairs within a reasonable timeframe, taking into account weather and soil conditions.
4. Following completion of the Final Clean-up and damage settlement, Great River Energy will be responsible for correcting and repairing damages to Tile systems that are discovered on the Right-of-Way to the extent that such damages are the result of Project construction. These damages are usually discovered after the first significant rain event. Great River Energy will provide the Landowner with contact information should Tile damage issues be identified after Final Clean-up. Great River Energy will not be responsible for Tile repairs performed by the Landowner.

Great River Energy will be responsible for repairing areas as necessary to properly drain wet areas along the Right-of-Way caused by the construction of the Project.

### **3.8 Soil Compaction/Rutting**

Great River Energy will repair damage incurred due to compaction, ruts, erosion, and/or washing of soil caused by electric line construction. If, by mutual agreement, the Landowner repairs such damage, Great River Energy will reimburse the Landowner for the reasonable cost of labor and the use of equipment to repair damage incurred due to compaction, ruts, erosion, and/or washing of soil caused by electric line construction. Great River Energy will make such payments within a reasonable period of time following completion of project construction and after receiving a statement substantiating the Landowner's repair costs.

### **3.9 Excess Soil and Rocks**

Excess soil and rock from construction activities will not be placed on Agricultural Lands unless agreed to by the Landowner. After Final Clean-up and restoration of Agricultural Lands, Great River Energy will make good-faith efforts to obtain written acknowledgment of completion of such activities from the Landowner.

### **3.10 Construction Debris**

Great River Energy will promptly remove construction-related debris and material, which is not an integral part of the transmission line, from the Landowner's property at Great River Energy's cost. Such material may include excess construction materials or litter generated by the construction crews. Great River Energy will pay for the reasonable cost of repairs to the Landowner's equipment if the equipment is damaged by materials or debris Great River Energy left on the property during construction.

### **3.11 Procedures for Determination of Damages and Compensation**

Great River Energy will maintain a standardized procedure for processing Landowner claims for construction-related damages, including but not limited to crop damages. The procedure is intended to minimize Landowner concerns regarding the recovery of damages, to provide a degree of certainty and predictability for Landowners and Applicants, and to foster good relationships among the Applicants and Landowners over the long term. A copy of the procedure will be provided at the request of the Landowner.

Damage claim negotiations between Great River Energy and any affected Landowner will be voluntary in nature. Great River Energy will offer to compensate Landowners according to the terms of the Project's damage claim policy in effect at the time the Easement is executed and recorded. The compensation offered is only an offer to settle, and the offer shall not be introduced in any proceeding brought by the Landowner to establish the amount of damages Great River Energy must pay.

### **3.12 Soil Conservation Practices**

Soil conservation practices, such as terraces and grassed waterways, which are damaged by the transmission line's construction will be restored to their pre-construction condition as near as possible. Great River Energy will attempt to work with the Landowner to identify and document the preconstruction conditions of these features.

### **3.13 Irrigation**

If the transmission line and/or temporary work areas intersect an operational (or soon to be operational) spray irrigation system, Great River Energy will work with the Landowner to establish an acceptable amount of time the irrigation system may be out of service.

If, as a result of the transmission line construction activities, an irrigation system interruption results in crop damages either on the Right-of-Way or off the Right-of-Way, Landowners will be compensated for resulting crop loss.

If it is feasible and mutually acceptable to Great River Energy and the Landowner, temporary measures will be implemented to allow an irrigation system to continue to operate across land on which the transmission line is also being constructed. Great River Energy will not allow an irrigation system to continue operation across land on which the transmission line is also being constructed if Great River Energy determines that such operation would be unsafe.

### **3.14 Access Routes/ Temporary Roads**

The location of access routes to be used for construction purposes will be discussed with the Landowner.

1. The access routes will be designed so as to not impede proper drainage and will be built to mitigate soil erosion on or near the temporary roads.
2. If grading is required to create a temporary road, these temporary roads may be left intact through mutual agreement of the Landowner and Great River Energy unless otherwise restricted by Federal, State, or local regulations.
3. If a temporary road is to be removed, the Agricultural Land upon which the temporary road is constructed will be returned to its previous use and restored to equivalent condition as existed prior to construction.

### **3.15 Organic Farms**

Great River Energy recognizes that Organic Agricultural Land is a unique feature of the landscape and will treat this land with a similar level of care as other sensitive environmental features. This section identifies mitigation measures that apply specifically to farms that are Organic Certified or farms that are in active transition to become Organic Certified and is intended to address the unique management and certification requirements of these operations. This section supplements and is in addition to all other protections provided in this AIMP.

The provisions of this section will only apply to Organic Agricultural Land for which the Landowner has provided to Great River Energy a true, correct and current version of the Organic System Plan.

As of publication of this Plan, and according to the MDA's Organic Farm Directory, one registered organic producer is currently within the Proposed Route.

#### **3.15.1 Organic System Plan**

Great River Energy recognizes the importance of the individualized Organic System Plan to the Organic Certification process. Great River Energy will work with the Landowner, the Landowner's Certifying Agent, and/or a mutually acceptable third-party organic consultant to identify site-specific construction practices that will minimize the potential for Decertification as a result of construction activities. Possible practices may include, but are not limited to: equipment cleaning, planting a deep-rooted cover crop in lieu of mechanical decompaction, applications of composted manure or rock phosphate, preventing the introduction of disease vectors from tobacco use, restoration and replacement of beneficial bird and insect habitat, maintenance of organic buffer zones, use of organic seeds for any cover crop, or similar measures. Great River Energy recognizes that Organic System Plans are proprietary in nature and will respect the need for confidentiality.

### **3.15.2 Prohibited Substances**

Great River Energy will avoid the application of Prohibited Substances onto Organic Agricultural Land. No herbicides, pesticides, fertilizers, or seed will be applied to Organic Agricultural Land unless requested and approved by the Landowner. Likewise, Great River Energy will avoid refueling, fuel or lubricant storage, or routine equipment maintenance on Organic Agricultural Land. Equipment will be checked prior to entry to make sure that fuel, hydraulic, and lubrication systems are in good working order before working on Organic Agricultural Land. If Prohibited Substances are used on land adjacent to Organic Agricultural Land, these substances will be used in such a way as to prevent them from entering Organic Agricultural Land.

### **3.15.3 Temporary Road Impacts**

Topsoil and subsoil layers that are removed during construction on Organic Agricultural Land for temporary road impacts will be stored separately and replaced in the proper sequence after the transmission line is installed. Unless otherwise specified in the site-specific plan described above, Great River Energy will not use this soil for other purposes, including creating access ramps at road crossings. No topsoil or subsoil (other than incidental amounts) may be removed from Organic Agricultural Land. If additional topsoil or subsoil is needed, Great River Energy will work with the Landowner's Organic System Plan. Likewise, Organic Agricultural Land will not be used for storage of soil from non-Organic Agricultural Land.

### **3.15.4 Erosion Control**

On Organic Agricultural Land, Great River Energy will, to the extent feasible, implement erosion control methods consistent with the Landowner's Organic System Plan. On land adjacent to Organic Agricultural Land, Great River Energy's erosion control procedures will be designed so that sediment from adjacent non-Organic Agricultural Land will not flow along the Right-of-Way and be deposited on Organic Agricultural Land. Treated lumber, nonorganic hay bales, non-approved metal fence posts, etc., will not be used for erosion control on Organic Agricultural Land.

### **3.15.5 Weed Control**

On Organic Agricultural Land, if Great River Energy determines weed control is necessary during construction activities, Great River Energy will, to the extent feasible, implement weed control methods consistent with the Landowner's Organic System Plan. Prohibited Substances will not be used for weed control within fifty (50) feet of posted Organic Agricultural Land.

### **3.15.6 Compensation for Construction Damages**

The settlement of damages will be based on crop yield and/or crop quality determination and the need for additional restoration measures. Great River Energy will first work with the Landowner of Organic Agricultural Land to determine crop yield. In the event Great River Energy and the

Landowner of Organic Agricultural Land cannot determine crop yield, at Permittee' expense, a mutually agreed upon professional agronomist will make crop yield determinations, and the MDA Fruit and Vegetable Inspection Unit or professional agronomist will make crop quality determinations. If the crop yield and/or crop quality determinations indicate the need for soil testing, the testing will be conducted by a commercial laboratory that is properly certified to conduct the necessary tests and is mutually agreeable to Great River Energy and the Landowner. Field work for soil testing will be conducted by a professional soil scientist or professional engineer licensed by the State of Minnesota. Great River Energy will be responsible for the cost of sampling, testing, and additional restoration activities, if needed. Additional restoration activities will be completed according to the terms of its damage claim policy in effect at the time the Easement is executed and recorded.

### **3.15.7 Compensation for Damages Due to Decertification**

Should any portion of Organic Agricultural Land be Decertified as a result of construction activities, Great River Energy will pay damages for crops and/or livestock within the area impacted by the lost Certification equal to the full difference between the market value of conventional crops and/or livestock and the market value of the organic crops and/or livestock lost for three years or the period of time necessary for the Landowner to regain Certification, whichever comes first. The market value of the crop will be determined as set forth in the damage claim policy. At the request of Great River Energy, the Landowner shall provide verification of its loss of Organic Certification through the accredited certifying agent prior to any compensation for organic crop loss being paid.