

# RIGHT-OF-WAY ACQUISITION PLAN UNDER THE UNIFORM ACT FOR THE PLAINS & EASTERN CLEAN LINE TRANSMISSION LINE PROJECT

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Development of the Plains & Eastern Clean Line transmission line project (the “Project”) will require the acquisition of property interests, which property interests shall primarily consist of transmission line easements and, in some very limited instances, land purchased in fee such as for the construction of converter stations. To the extent that the Department of Energy (“DOE”), acting through the Southwestern Power Administration (“Southwestern”), participates in the Project, the acquisition of such property interests may be subject to applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assistance Programs Act, as set forth in 49 CFR § 24 (the “Uniform Act”). The purpose of the Uniform Act is (i) to ensure that owners of real property from which a property interest will be acquired are treated fairly and consistently, (ii) to encourage and expedite acquisition by agreements with such owners, (iii) to minimize litigation, and (iv) to promote public confidence in the right-of-way acquisition process.

Plains and Eastern Clean Line LLC and Plains and Eastern Clean Line Oklahoma LLC (together, “Clean Line”) are committed to coordinating with DOE and Southwestern to ensure that all applicable and appropriate measures are followed in the acquisition of property interests consistent with the requirements of the Uniform Act.<sup>1</sup>

The following materials set out the guidelines and procedures that Clean Line will follow for acquisition of property interests in a manner that meets the requirements of the Uniform Act. These materials are subject to further revision and refinement.

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<sup>1</sup> This Plan primarily addresses the acquisition of easements, as the overwhelming majority of property interests acquired with respect to the Project will be transmission line easements; however Clean Line will employ a similar process and procedure of any other type of property interest, if applicable.

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## **I. Market Data Studies and Determination of Average Fair Market Per Acre Value**

Market data studies, from a licensed certified real estate appraisal firm, either have been or will be ordered during the course of the Project to assist in determining the current market value of the land along the proposed route for the Project.

1. Clean Line has engaged Integra Realty Resources (“Integra”), a nationwide real estate appraisal firm that specializes in linear infrastructure projects, to perform county-wide market data studies, appraisals and other related tasks, all consistent with the standards set forth in the Uniform Standards of Professional Appraisal Practice (“USPAP”). Clean Line provided Integra with the list of counties traversed by the Project Area ROW (as defined below). Integra was asked to provide property sales data within such counties to establish fair market value of various land types for the parcels on which Clean Line would like to pursue easement acquisition (the “Project Area ROW”).
2. Integra will review and compile all of the relevant recent property sales within the county, for each county traversed by the Project Area ROW.
3. In addition to the sales data for each county, Integra will analyze the sales data to determine property value “trends”. For example, in Texas County, Oklahoma, Integra determined that land value trends were based not just on the land use, but also on land parcel size.
4. Based on the sales data collection and analysis conducted by Integra, Clean Line and a Contract Land Staff (“CLS”)<sup>2</sup> employee will review all the data provided and determine the average per acre value for specific land types within each county<sup>3</sup>. The CLS employee will have sufficient understanding of real estate valuation in general, knowledge of the real estate market within the geographic areas where the Project Area ROW is located in particular, and experience with easement acquisition under the Uniform Act. Generally CLS will review only the sales data for the most recent 12 months, unless there is insufficient data for that period, in which case CLS will review the sales data for the most recent three years to determine the average historical per acre value.<sup>4</sup> Once an average

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<sup>2</sup> Contract Land Staff is a national right-of-way acquisition firm with experience in acquiring right-of-way for linear infrastructure projects throughout the United States and Canada, including several projects that involved right-of-way acquisition under the Uniform Act. Clean Line has engaged Contract Land Staff to manage the right-of-way acquisition on the Project under the direction of Clean Line’s Director of Land Services.

<sup>3</sup> Land types may differ in each county (depending on the terrain and typical uses of land within the county) but some examples of typical land use types encountered are crop, pasture, timber, residential, hobby farm, etc.

<sup>4</sup> When reviewing sales data for both the previous 12 months and 36 months, CLS will compare the averages of sales within each such period and will use the average value that is higher.

historical per acre value is determined for each land use type in the county, those per acre values will be increased by ten percent (10%). The resulting per acre value will be used as the average fair market value for each land use type within each county (the “Average Fair Market Per Acre Value”).

- For example, in Major County, Oklahoma there were 12 sales of crop land in 2013, as follows:

Acreage	Sales Date	Sales Price	Price/Acre	Land Use
41.7	8/28/2013	\$ 82,000	\$ 1,966	Crop
80	4/3/2013	\$ 176,700	\$ 2,209	Crop
80	8/7/2013	\$ 140,000	\$ 1,750	Crop
80	4/8/2013	\$ 122,000	\$ 1,525	Crop
80.69	3/28/2013	\$ 116,500	\$ 1,444	Crop
155.32	8/30/2013	\$ 253,000	\$ 1,629	Crop
160	3/14/2013	\$ 530,000	\$ 3,313	Crop
160	5/29/2013	\$ 340,000	\$ 2,125	Crop
160	5/3/2013	\$ 327,500	\$ 2,047	Crop
160	8/27/2013	\$ 250,000	\$ 1,563	Crop
160	5/3/2013	\$ 240,000	\$ 1,500	Crop
200	9/25/2013	\$ 413,000	\$ 2,065	Crop

Based on this most recent sales data, the average per acre sales price for crop land in Major County is \$1,928/acre. After adding a ten percent (10%) increase to this number, the county-wide Average Fair Market Per Acre Value for crop land in Major County is \$2,121. The same methodology for determining the Average Fair Market Per Acre Value is used for each land use type in each county.

- The Average Fair Market Per Acre Value for each land use type within in each county will be used as part of the process of determining which parcels crossed by the Project Area ROW may qualify as Waiver Parcels, as described in Section III below.

## **II. Initial Notice to Landowners**

Consistent with § 24.102(b) of the Uniform Act, Clean Line will notify potentially affected landowners in writing of its interest in acquiring an easement.<sup>5</sup>

1. Prior to the initiation of formal negotiations with landowners, Clean Line will provide notice of its intent to acquire an easement (the “Formal Notice Letter”); such notification will also include a summary of the basic protections provided to the landowner under the Uniform Act (the “Landowner Brochure”). The Formal Notice and Landowner Brochure will either be hand delivered to the landowner by land agents (the “Land Agent”) of CLS or mailed via certified mail, return receipt requested, or mailed via registered mail. Once delivered, a copy of the Formal Notice Letter will be placed in the office file for the landowner tract.
2. The Formal Notice Letter will be written in English in plain, understandable language and will include the name and telephone number of a person who may be contacted for answers to questions or if additional assistance is needed.
3. As part of each Formal Notice Letter, Clean Line will offer foreign-speaking landowners and any other landowners requiring special assistance, appropriate resources to enable the landowner to read and understand the Formal Notice Letter, as well as any subsequent communications and proposed easement terms. If a Land Agent determines upon first contact with a landowner that the landowner does not speak or read English, or requires any other form of special assistance, the Land Agent will notify Clean Line, and Clean Line will ensure that a trained agent or employee is available to assist the landowner as needed.

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<sup>5</sup> Clean Line will also take appropriate steps, consistent with the Uniform Act, to notify and engage with tenants where acquisition of the easement would affect any tenant rights or tenant-owned property.

### III. Appraisal Waiver - Valuation Review

The Uniform Act provides that an appraisal is not required for parcels that: (i) have an anticipated easement acquisition cost of \$10,000 or less, and (ii) for which the valuation analysis is uncomplicated. If both criteria are met, the parcel will be deemed a “Waiver Parcel”.

Clean Line will review the parcels within the Project Area ROW to determine if any such parcels meet the criteria for waiving an appraisal (“Waiver Valuation Review”). The Waiver Valuation Review will be performed by an employee of CLS (the “Valuation Reviewer”). The Valuation Reviewer will have sufficient understanding of real estate valuation in general, knowledge of the real estate market within the geographic areas where the Project Area ROW is located, and experience with waiver valuation under the Uniform Act. The Waiver Valuation Review process and criteria for designation of a Waiver Parcel is further described below.

- I. Determination of easement compensation of \$10,000 or less.
  - a. The Valuation Reviewer will first determine whether any individual tax parcels within the Project Area ROW should be combined or merged into a single parcel for purposes of the Waiver Valuation Review. This process will be performed by utilizing the CLSLiNK<sup>6</sup> mail merge function. The mail merge function groups multiple tax parcels owned by the same person (by name and address) within the same county into one larger single tract. For example, in Texas County, Oklahoma there are 59 individual tax parcel tracts within the Project Area ROW. However, when combining or merging tracts that are owned by the same party, the total number of tracts is reduced to 20 larger tracts.
  - b. Next, the Valuation Reviewer will review aerial imagery maps to determine if multiple tax parcels in common ownership are also in common use (i.e., being farmed as one contiguous parcel). If the Valuation Reviewer has determined that multiple tax parcels are in both common ownership and common use, then the multiple tax parcels will be combined into one parcel for the purpose of evaluating whether such parcel meets the \$10,000 threshold for a Waiver Parcel.
  - c. Finally, the Valuation Reviewer will multiply the total acreage of the easement sought over the newly combined parcel by the county Average Fair Market Per Acre Value for the parcel’s land type to determine if the total fair market value for the easement over such parcel is \$10,000 or less. If the value is \$10,000 or less,

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<sup>6</sup> CLSLiNK is the database that CLS and Clean Line use to track the status and activity of parcels along and near the right-of-way for the Project. The database is used to track, among many other things, names, addresses, tax parcel numbers, contacts, statuses, activity notes, etc., for each of the parcels within the Project Area ROW.

then the parcel will have met the first of the two requirements to be treated as a Waiver Parcel.

2. Determination if the valuation analysis is uncomplicated. The Valuation Reviewer will consider the following criteria to determine if the valuation analysis is uncomplicated:
  - a. Is the acquisition of the parcel simple (i.e., a fee purchase vs. an easement purchase)?
  - b. What are the damages, if any, to the remainder of the landowner's property?
  - c. Are there any buildings, structures or improvements located in the easement area?
  - d. Will the acquisition involve any relocation?

If the valuation analysis is determined to be not complicated, then the parcel has met the second requirement to be treated as a Waiver Parcel.

3. Once the Valuation Reviewer determines that a parcel has met the two requirements for a Waiver Parcel, the Valuation Reviewer will indicate that the parcel is qualified as a Waiver Parcel on the Land Offer Summary spreadsheet, which is described in further detail in Section IV below.

#### **IV. Determining Settlement Offer Amounts for Waiver Parcels**

- I. CLS and the Valuation Reviewer will create a spreadsheet, entitled the “Land Offer Summary”, for each county which provides the following information for each parcel or the merged or combined parcels:
  - a. Tract Name
  - b. Tax ID Numbers
  - c. Owner Name
  - d. Width and Length of the Easement Area
  - e. Total Acres within the Easement Area
  - f. Average Fair Market Per Acre Value for the applicable land use type (100%—representing the fair market value for fee title)
  - g. Average Fair Market Per Acre Value for the applicable land use type (60%—representing the fair market value for an easement)
  - h. Settlement Offer (see below)
  - i. Notation as to whether the parcel qualifies as a Waiver Parcel

2. The “Settlement Offer” for each parcel or merged or combined parcel will be derived by multiplying the total acreage of the easement area by the applicable portion of the Average Fair Market Per Acre Value as follows:

$$\text{Length (in feet)} \times \text{Width (in feet)} / 43,560 \text{ (square feet per acre)} \times \text{Average Fair Market Per Acre Value} = \text{Settlement Offer}^7$$

An example of a Land Offer Summary for Texas County, Oklahoma is attached hereto as Exhibit A.

3. The Valuation Reviewer will prepare a memorandum to file for each county (the “Valuation Memorandum”) certifying that the Valuation Reviewer has reviewed the Land Offer Summary and all other relevant background data. The Valuation Memorandum will include at a minimum the following documents:
  - a. A description of the Project as it pertains to the specific county
  - b. The market data study for the county
  - c. Land Offer Summary

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<sup>7</sup> Clean Line has elected to base a Settlement Offer on 100% of fee market value for the subject parcel, even though the acquisition of easement rights are traditionally valued by appraisers between 40 – 75% of fee.

For each Waiver Parcel, the Valuation Reviewer will certify in the Valuation Memorandum that, based on his or her review of the relevant data, (i) the proposed Settlement Offer represents just compensation for the subject easement and (ii) an appraisal is unnecessary because the valuation is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data. See Exhibit B attached hereto for a sample of a Valuation Memorandum.

4. The Director of Land Services for Clean Line, will review the findings as determined by the Valuation Reviewer and will sign the Valuation Memorandum to confirm his or her approval of such findings. Upon approval, a status of “Meets Waiver Requirements” will be entered for each Waiver Parcel in the CLSLiNK database.<sup>8</sup>
5. An appraisal will be ordered for any parcel which does not qualify as a Waiver Parcel, as discussed in Section V below.

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<sup>8</sup> CLSLiNK is the database to be used for the digital record keeping and tracking of parcels within the Project Area ROW. CLS has created a list of “statuses” within CLSLiNK in order to easily identify or track parcels that may fall within the same type of category (i.e., “Survey Permission Granted”, “Meets Waiver Requirements”, “Easement Signed”, etc.).

## **V. Appraisals**

Parcels that do not qualify as a Waiver Parcel will require a full appraisal by a certified independent real estate appraiser (the “Appraiser”), qualified to conduct appraisals in accordance with the requirements of the Uniform Act. The Appraiser shall not have an interest, direct or indirect, in the property being evaluated. Clean Line anticipates that Integra will be the Appraiser.

1. An appraisal will be ordered for each parcel or the merged or combined parcel that does not qualify as a Waiver Parcel (the “Appraisal”). Once an appraisal is ordered, a status of “Appraisal Ordered” will be entered into the CLSLiNK database for the relevant parcel.
2. The Land Agent will contact the landowner to determine if the landowner would like to accompany the Appraiser during the site inspection of the property that is required to complete the Appraisal. The landowner will be given opportunity to present information and material for consideration by the Appraiser that the landowner believes is relevant to determining the value of the easement property. All such information and material received from the landowner by Clean Line, the Land Agent or other CLS employees will be provided to the Appraiser for consideration.
3. Integra will be informed by either a representative of Clean Line or a representative of CLS (the “CLS Appraisal Coordinator”) as to whether the landowner wants to be present during the Appraiser’s site inspection of the property.
4. Integra will provide Appraisals that are prepared according to and consistent with the requirements of the USPAP and relevant state and local requirements. Integra will be provided with the following information before beginning the appraisal process for each parcel or merged or combined parcel:
  - a. Name, address and phone number(s) of the landowner
    - i. Integra will contact the landowner if it was determined that the landowner wants to be present during the inspection.
    - ii. In the event the landowner cannot be reached via phone or via mail, Integra will contact CLS, and CLS will communicate with the landowner to determine if the landowner wishes to be present. CLS will communicate its findings to Integra in an expeditious manner.
  - b. Vesting deeds or title report, if available
  - c. Sketch of the proposed easement area
  - d. Sample Easement Agreement

5. Upon completion of the Appraisal, an electronic copy of the Appraisal will be delivered to Clean Line, the CLS Appraisal Coordinator and to the CLS Review Appraiser (as defined in Section VI below) and a status will be entered into the CLSLiNK database of "Appraisal Received."

## **VI. Review Appraisal Process**

A review appraiser (“Review Appraiser”) is an appraiser who examines the reports of other appraisers to ascertain whether their conclusions are consistent with the data reports and with other generally known information about the parcel. The Review Appraiser will review and analyze the relevant facts assembled by the Appraiser using reason and judgment and review of supporting documentation and drawings in order to form an opinion or conclusion with respect to the findings contained in the Appraisal.

1. CLS, in consultation with Clean Line, will either designate a qualified internal CLS employee, or will subcontract with an outside qualified appraiser to act as the Review Appraiser for the Project. The Review Appraiser will (a) be a state-certified general appraiser who has past experience and knowledge of appraisals and USPAP guidelines, (b) be familiar with the Project, appraisal reports and the real estate market for the area, and (c) not have any interest, direct or indirect, in the property being evaluated for the easement. The Review Appraiser will do a desk review property inspection of the property covered by the Appraisal.
  
2. At a minimum, in the evaluation of the Appraisal, the Review Appraiser will:
  - a. Read the report in its entirety, taking notes on items which may require further evaluation
  - b. Review the current alignment of the subject parcel and legal description
  - c. Review and analyze the appraised value in light of comparable sales data used in the analysis
  - d. Review aerial maps of the property
  - e. Check calculations in the report for accuracy
  - f. Evaluate appraisal principle application and techniques
  - g. Determine if the facts cited in the Appraisal are correct and the approaches and sales data that were used to determine value are reasonable
  - h. Determine if the appraiser appropriately applied the tests of highest and best use,
  - i. Ensure that the Appraisal follows USPAP requirements and other applicable requirements, including, to the extent appropriate, the Uniform Appraisal Standards for Federal Land Acquisition (“UASFLA”)
  - j. Understand and ensure that any special valuation peculiarities are identified and that they are justified and reasonable
  - k. Ensure compliance with Clean Line’s policies and requirements

3. Upon conclusion of the detailed review, the Review Appraiser will sign a statement certifying that (a) he or she made a thorough and detailed analysis of the Appraisal, (b) he or she either agrees or disagrees with the content and facts and (c) the Appraisal is in compliance with USPAP and other applicable standards. If the Review Appraiser requires corrections or revisions, they will be outlined in the Technical Review Report (as defined below). Finally, the Review Appraiser will either accept the contents and comments of the Appraisal or will disapprove the Appraisal. The three possible conclusions of the Review Appraiser are:
  - a. Approval
    - i. Approves the Appraisal as written.
  - b. Disapproval
    - i. The Appraisal does not meet with the acceptable standards for a specific reason(s) such as content, valuation or other conditions as delineated in a Technical Review Report.
  - c. Review Appraiser Becomes the Appraiser
    - i. In certain situations the Review Appraiser may provide his or her own opinion of value and this value may differ from the cited value from the Appraisal. In this approach the Review Appraiser may rely on data contained in the original Appraisal and may use other data available to him or her in the determination of value.
4. The Review Appraiser will prepare a “Technical Review Report” and document the validity and findings of the Appraisal. The format for such a Technical Review Report is attached hereto as Exhibit C, and an example of a prepared Technical Review Report is attached hereto as Exhibit D.
5. A status in the CLSLiNK database will be entered of either “Review Appraisal Approved” or “Review Appraisal Denied”.
6. In the event that the Review Appraiser rejects the Appraisal, either:
  - a. The Appraisal will be sent back to the original Appraiser for revisions based on the appraisal review and then resubmitted through the review process as outlined above; or
  - b. A meeting will be held by the Appraiser and Review Appraiser to gather more facts regarding the subject parcel to formalize a joint appraisal analysis.

## **VII. Landowner Negotiations**

Landowners will be treated fairly and consistently across the Project when negotiating for easement rights that affect their property.

### **A. Landowner Negotiations—Waiver Parcels**

1. Land Agents will personally contact landowners whenever possible to discuss the Project and how it may impact their property. If any landowner cannot be contacted personally, the Land Agent will deliver the information via First Class Mail (and with respect to the Formal Notice Letter and any final Settlement Offer, via Certified Mail or registered first-class mail—return receipt requested).
2. Following delivery of the Formal Notice Letter, as described in Section II above, Land Agents will contact the landowner to provide the following information:
  - a. The proposed form of Easement Agreement
  - b. A sketch of the easement area on the landowner's property
  - c. A Construction Questionnaire, which is a document designed to obtain information about the property, such as land uses, irrigation, utilities, structures, gates and fences, etc. Clean Line endeavors to obtain this information early in the development process so that it can be taken into consideration during construction planning.
  - d. A Survey Permission Form that allows Clean Line to perform surveys (if the landowner had not previously granted Clean Line survey access rights)
  - e. An Easement Calculation Worksheet, which provides (i) a description and location of the easement on the property, (ii) the Settlement Offer, and (iii) how such Settlement Offer was calculated in accordance with Waiver Valuation Review. The form of Easement Calculation Worksheet for Waiver Parcels is attached hereto as Exhibit E.
  - f. A Structure and Damages Calculation Worksheet
  - g. A copy of Clean Line's Code of Conduct
  - h. In Texas, the Landowner Bill of Rights
  - i. In Oklahoma, a full and complete copy of (i) the Private Rights Settlement Agreement dated January 14, 2011, and (ii) the Oklahoma Corporation Commission's October 28, 2011 order approving Plains and Eastern's application to conduct business as a public utility in Oklahoma

3. When meeting with a landowner, Land Agent will make every reasonable effort to: (a) discuss the Settlement Offer, including explanations as to the basis for the Settlement Offer, (b) explain the Project, (c) explain Clean Line's policies and procedures (including payment of incidental expenses when applicable), and (d) generally be available to answer any questions or concerns expressed by the landowner. The landowner will be given reasonable opportunity to consider the Settlement Offer and present material which the landowner believes relevant to determining the value of the easement property and to suggest modifications in the proposed terms and conditions of the easement. Land Agents and Clean Line will give full and fair consideration to landowner's comments and suggestions. Land Agents will not use coercive action to induce an agreement on price or terms. Land Agents will exhaust all reasonable negotiations with landowners and will strive to come to voluntary agreement with all landowners.
4. In the event that Clean Line or the Land Agent determines that there is a tenant on the property, the Land Agent will contact the tenant to discuss tenant-related issues and will ensure that the tenant is compensated for crops or other tenant-owned property as required under the Uniform Act.
5. When the landowner accepts the Settlement Offer, the landowner and Clean Line will execute the following documents:
  - a. Easement Agreement
  - b. Easement Calculation Worksheet
  - c. Structure and Damages Calculation Worksheet
6. Land Agents will document into the CLSLiNK database, a summary of all contacts and interactions made with landowners, tenants and other interested parties with respect to each parcel or merged or combined parcel of land within the Project Area ROW.
7. Statuses will be entered into the CLSLiNK database to track the following information:
  - a. Date the offer was made to the landowner
  - b. Amount of the offer
  - c. Any landowner counter offers
  - d. Date the easement agreement was signed by the landowner
  - e. Amount of the check written for the 30% initial offer
  - f. Amount of the balance payment due
  - g. Date that the balance payment is due

## **B. Landowner Negotiations—Appraisal Parcels**

1. Land Agents will personally contact landowners whenever possible to discuss the Project and how it may impact their property. If any landowner cannot be contacted personally, the Land Agent will deliver the information via First Class Mail (and with respect to the Formal Notice Letter and any final Settlement Offer, via Certified Mail or registered first-class mail —return receipt requested).
2. Following delivery of the Formal Notice Letter, as described in Section II above, Land Agents will contact the landowner to provide the following information:
  - a. The proposed form of Easement Agreement
  - b. A sketch of the easement area on the landowner’s property
  - c. A Construction Questionnaire, which is a document designed to obtain information about the property, such as land uses, irrigation, utilities, structures, gates and fences, etc. Clean Line endeavors to obtain this information early in the development process so that it can be taken into consideration during construction planning.
  - d. A Survey Permission Form that allows Clean Line to perform surveys (if the landowner had not previously granted Clean Line survey access rights)
  - e. A Structure and Damages Calculation Worksheet
  - f. A copy of Clean Line’s Code of Conduct
  - g. In Texas, the Landowner Bill of Rights
  - h. In Oklahoma, a full and complete copy of (i) the Private Rights Settlement Agreement dated January 14, 2011, and (ii) the Oklahoma Corporation Commission’s October 28, 2011 order approving Plains and Eastern’s application to conduct business as a public utility in Oklahoma.
3. The Land Agent will ask the landowner if they want to be present during any on-site inspections of the property with the Appraiser. The Land Agent will document in the CLSLiNK database the requirement of either “Wishes to Accompany the Appraiser” or “Does Not Wish to be Present for Appraisal On-site Inspections”. If the landowner does not wish to be present for any on-site inspections, the Land Agent will request that the landowner sign another Survey Permission form that acknowledges that they have waived this right to accompany the Appraiser.
4. In the event the landowner wishes to be present during the Appraisal, the Appraiser will notify the landowner of the date and time of the site inspection. The Appraisal is performed on the property by a certified licensed Appraiser (refer to Section V above for more detail).

5. When the Appraisal is completed the Land Agent meets with the landowner and will present the following documents:
  - a. Copy of the Appraisal
  - b. An Easement Calculation Worksheet, which provides (a) a description and location of the easement on the property, (b) the Settlement Offer, and (c) how the Settlement Offer was calculated based on the Appraisal. The form of Easement Calculation Worksheet for Appraisal parcels is attached hereto as Exhibit F.
6. When meeting with a landowner, Land Agent will make every reasonable effort to: (a) discuss the Settlement Offer, including explanations as to the basis for the Settlement Offer of just compensation, (b) explain the Project, (c) explain Clean Line's policies and procedures (including payment of incidental expenses when applicable) and (d) generally be available to answer any questions or concerns expressed by the landowner. The landowner will be given reasonable opportunity to consider the Settlement Offer and present material which the landowner believes relevant to determining the value of the easement property and to suggest modifications in the proposed terms and conditions of the easement. Land Agents and Clean Line will give full and fair consideration to landowner's comments and suggestions. Land Agents will not use coercive action to induce an agreement on price or terms. Land Agents will exhaust all reasonable negotiations with landowners and will strive to come to voluntary agreement with all landowners.
7. In the event that Clean Line or the Land Agent determines that there is a tenant on the property, the Land Agent will contact the tenant to discuss any crops or other tenant-owned property and will ensure that the tenant is compensated for crops or other tenant-owned property as required under the Uniform Act.
8. When the landowner accepts the Settlement Offer, the landowner and Clean Line will execute the following documents:
  - a. Easement Agreement
  - b. Easement Calculation Worksheet
  - c. Structure and Damages Calculation Worksheet
9. Land Agents will document, into the CLSLiNK database, a summary of all contacts and interactions made with landowners, tenants and other interested parties with respect to each parcel or merged or combined parcel of land within the Project Area ROW.
10. Statuses will be entered into the CLSLiNK database to track the following information:

- a. Date the offer was made to the landowner
- b. Amount of the offer
- c. Any landowner counter offers
- d. Date the easement agreement was signed
- e. Amount of the check written for the 30% initial Offer
- f. Amount of the balance payment due
- g. Date that the balance payment is due

## **VIII. RELOCATIONS**

At this time Clean Line does not anticipate that any residences or persons will be relocated as a result of the Project. In the event circumstances change and relocation is required Clean Line will draft policies and procedures that follow the Uniform Act for this process.

## **IX. EXHIBITS**

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**Exhibit "A"**  
**Land Offer Summary Spreadsheet**

TractName	Width (200 ft Corridor)	Actual Width (150ft corridor)	Length	Easement Acres	60% Price Per Acre	Fee Price Per Acre	Settlement Price Per Acre	60% Offer	Settlement Offer	Qualified for Waiver
<b>OK-TE-001.000</b>	0.00	150.00	0.00	0.00	\$900	\$1,500	\$1,500	\$0	\$0	N/A
<b>OK-TE-002.000, OK-TE-003.000, OK-TE-003.500, OK-TE-003.510, OK-TE-004.000, OK-TE-005.000, OK-TE-006.000, OK-TE-006.000</b>	Varies	150.00	21026.44	72.41	\$720	\$1,200	\$1,200	\$52,132	\$86,886	N/A
<b>OK-TE-053.000, OK-TE-054.000</b>			2614.97	9.00	\$1,800	\$3,000	\$3,000	\$16,208	\$27,014	NO
OK-TE-053.000	200.00	150.00	1309.54	4.51	\$1,800	\$3,000	\$3,000	\$8,117	\$13,528	
OK-TE-054.000	200.00	150.00	1305.43	4.50	\$1,800	\$3,000	\$3,000	\$8,092	\$13,486	
<b>OK-TE-008.000, OK-TE-010.000, OK-TE-011.000, OK-TE-012.000, OK-TE-013.000, OK-TE-014.000, OK-TE-015.000, OK-TE-016.000, OK-TE-017.000, OK-TE-018.000, OK-TE-019.000, OK-TE-020.000, OK-TE-021.000, OK-TE-022.000,</b>	Varies	Varies	36470.01	73.72	\$900	\$1,500	\$1,500	\$66,352	\$110,587	NO
OK-TE-011.000	179.00	150.00	2624.49	9.04	\$900	\$1,500	\$1,500	\$8,134	\$13,556	
OK-TE-012.000	30.10	5.10	2614.51	0.31	\$900	\$1,500	\$1,500	\$275	\$459	
OK-TE-013.000	178.00	150.00	2614.68	9.00	\$900	\$1,500	\$1,500	\$8,103	\$13,506	
OK-TE-014.000	38.60	13.60	2614.40	0.82	\$900	\$1,500	\$1,500	\$735	\$1,224	
OK-TE-015.000	169.00	144.00	2614.64	8.64	\$900	\$1,500	\$1,500	\$7,779	\$12,965	
OK-TE-016.000	178.00	150.00	5189.41	17.87	\$900	\$1,500	\$1,500	\$16,083	\$26,805	
OK-TE-017.000	38.40	13.40	2573.90	0.79	\$900	\$1,500	\$1,500	\$713	\$1,188	
OK-TE-018.000	29.90	4.90	2615.29	0.29	\$900	\$1,500	\$1,500	\$265	\$441	
OK-TE-019.000	200.00	150.00	2607.97	8.98	\$900	\$1,500	\$1,500	\$8,083	\$13,471	
OK-TE-020.000	12.80	0.00	2607.93	0.00	\$900	\$1,500	\$1,500	\$0	\$0	
OK-TE-021.000	194.00	150.00	2607.98	8.98	\$900	\$1,500	\$1,500	\$8,083	\$13,471	
OK-TE-022.000	5.14	0.00	2570.98	0.00	\$900	\$1,500	\$1,500	\$0	\$0	
OK-TE-028.000	200.00	150.00	2613.83	9.00	\$900	\$1,500	\$1,500	\$8,101	\$13,501	
<b>OK-TE-023.000</b>	195.00	150.00	5084.78	17.51	\$900	\$1,500	\$1,500	\$15,759	\$26,264	NO
<b>OK-TE-025.000, OK-TE-026.000</b>			8087.90	0.00	Mixed	Mixed	Mixed	\$23,279	\$38,798	NO
OK-TE-025.000	200.00	150.00	2883.39	9.93	\$720	\$1,200	\$1,200	\$7,149	\$11,915	
OK-TE-026.000	200.00	150.00	5204.51	17.92	\$900	\$1,500	\$1,500	\$16,130	\$26,883	
<b>OK-TE-029.000</b>	200.00	150.00	2630.34	9.06	\$1,800	\$3,000	\$3,000	\$16,304	\$27,173	NO
<b>OK-TE-030.000, OK-TE-031.000</b>			5258.26	18.11	\$900	\$1,500	\$1,500	\$16,296	\$27,160	NO
OK-TE-030.000	200.00	150.00	2626.74	9.05	\$900	\$1,500	\$1,500	\$8,141	\$13,568	
OK-TE-031.000	200.00	150.00	2631.52	9.06	\$900	\$1,500	\$1,500	\$8,156	\$13,593	
<b>OK-TE-032.000</b>	200.00	150.00	2573.99	8.86	\$900	\$1,500	\$1,500	\$7,977	\$13,295	NO
<b>OK-TE-033.000, OK-TE-034.000</b>			3933.09	13.54	Mixed	Mixed	Mixed	\$358,625	\$27,123	NO
OK-TE-033.000	200.00	150.00	2615.25	9.01	\$900	\$1,500	\$1,500	\$8,105	\$13,509	
OK-TE-034.000	200.00	150.00	1317.84	4.54	\$1,800	\$3,000	\$3,000	\$8,168	\$13,614	
<b>OK-TE-035.000, OK-TE-036.000, OK-TE-037.000</b>			6561.99	22.60	\$900	\$1,500	\$1,500	\$20,337	\$33,895	NO
OK-TE-035.000	200.00	150.00	1317.84	4.54	\$900	\$1,500	\$1,500	\$4,084	\$6,807	
OK-TE-036.000	200.00	150.00	2635.68	9.08	\$900	\$1,500	\$1,500	\$8,168	\$13,614	
OK-TE-037.000	200.00	150.00	2608.47	8.98	\$900	\$1,500	\$1,500	\$8,084	\$13,474	

**Exhibit "A"**  
**Land Offer Summary Spreadsheet**

TractName	Width (200 ft Corridor)	Actual Width (150ft corridor)	Length	Easement Acres	60% Price Per Acre	Fee Price Per Acre	Settlement Price Per Acre	60% Offer	Settlement Offer	Qualified for Waiver
<b>OK-TE-038.000, OK-TE-042.000, OK-TE-043.000, OK-TE-045.000, OK-TE-046.000</b>			<b>10442.29</b>	<b>35.96</b>	<b>\$900</b>	<b>\$1,500</b>	<b>\$1,500</b>	<b>\$32,362</b>	<b>\$53,937</b>	<b>NO</b>
OK-TE-038.000	200.00	150.00	2608.44	8.98	\$900	\$1,500	\$1,500	\$8,084	\$13,473	
OK-TE-042.000	200.00	150.00	2609.29	8.99	\$900	\$1,500	\$1,500	\$8,087	\$13,478	
OK-TE-043.000	200.00	150.00	2609.30	8.99	\$900	\$1,500	\$1,500	\$8,087	\$13,478	
OK-TE-045.000	200.00	150.00	1307.63	4.50	\$900	\$1,500	\$1,500	\$4,053	\$6,754	
OK-TE-046.000	200.00	150.00	1307.63	4.50	\$900	\$1,500	\$1,500	\$4,053	\$6,754	
<b>OK-TE-039.000, OK-TE-040.000, OK-TE-041.000</b>			<b>10438.59</b>	<b>35.95</b>	<b>Mixed</b>	<b>Mixed</b>	<b>Mixed</b>	<b>\$29,123</b>	<b>\$48,538</b>	<b>NO</b>
OK-TE-039.000	200.00	150.00	5207.70	17.93	\$720	\$1,200	\$1,200	\$12,912	\$21,519	
OK-TE-040.000	200.00	150.00	2615.43	9.01	\$900	\$1,500	\$1,500	\$8,106	\$13,509	
OK-TE-041.000	200.00	150.00	2615.46	9.01	\$900	\$1,500	\$1,500	\$8,106	\$13,510	
<b>OK-TE-044.000, OK-TE-047.000</b>			<b>3947.27</b>	<b>0.00</b>	<b>\$1,800</b>	<b>\$3,000</b>	<b>\$3,000</b>	<b>\$24,467</b>	<b>\$40,778</b>	<b>NO</b>
OK-TE-044.000	200.00	150.00	2633.74	9.07	\$1,800	\$3,000	\$3,000	\$16,325	\$27,208	
OK-TE-047.000	200.00	150.00	1313.53	4.52	\$1,800	\$3,000	\$3,000	\$8,142	\$13,570	
<b>OK-TE-048.000</b>	<b>200.00</b>	<b>150.00</b>	<b>2627.05</b>	<b>9.05</b>	<b>\$900</b>	<b>\$1,500</b>	<b>\$1,500</b>	<b>\$8,142</b>	<b>\$13,569</b>	<b>NO</b>
<b>OK-TE-049.000, OK-TE-052.000</b>			<b>5242.26</b>	<b>18.05</b>	<b>Mixed</b>	<b>Mixed</b>	<b>Mixed</b>	<b>\$20,318</b>	<b>\$33,863</b>	<b>NO</b>
OK-TE-049.000	200.00	150.00	1313.52	4.52	\$1,800	\$3,000	\$3,000	\$8,142	\$13,569	
OK-TE-052.000	200.00	150.00	3928.74	13.53	\$900	\$1,500	\$1,500	\$12,176	\$20,293	
<b>OK-TE-050.000, OK-TE-051.000</b>			<b>5248.71</b>	<b>18.07</b>	<b>\$900</b>	<b>\$1,500</b>	<b>\$1,500</b>	<b>\$16,267</b>	<b>\$27,111</b>	<b>NO</b>
OK-TE-050.000	200.00	150.00	2624.36	9.04	\$900	\$1,500	\$1,500	\$8,133	\$13,556	
OK-TE-051.000	200.00	150.00	2624.35	9.04	\$900	\$1,500	\$1,500	\$8,133	\$13,556	
<b>OK-TE-055.000, OK-TE-056.000</b>			<b>6514.64</b>	<b>22.43</b>	<b>\$900</b>	<b>\$1,500</b>	<b>\$1,500</b>	<b>\$20,190</b>	<b>\$33,650</b>	<b>NO</b>
OK-TE-055.000	200.00	150.00	3915.92	13.48	\$900	\$1,500	\$1,500	\$12,136	\$20,227	
OK-TE-056.000	200.00	150.00	2598.72	8.95	\$900	\$1,500	\$1,500	\$8,054	\$13,423	
<b>OK-TE-057.000</b>	<b>200.00</b>	<b>150.00</b>	<b>2608.34</b>	<b>8.98</b>	<b>\$900</b>	<b>\$1,500</b>	<b>\$1,500</b>	<b>\$8,084</b>	<b>\$13,473</b>	<b>NO</b>



VALUATION MEMORANDUM

State of \_\_\_\_\_, \_\_\_\_\_ County

Waiver Valuation Analysis

To: Deann Lanz  
From: Nick Anitsakis  
Date: \_\_\_\_\_, 20\_\_\_\_\_

RE: Compensation Valuation Review of Parcels in [County], [State]

The Plains and Eastern project is a linear DC electric transmission line that will cross the county approximately \_\_\_\_\_ miles. The project will seek 150 - 200 foot wide easements in which to construct, operate and maintain the proposed transmission system. A desktop review of aerial imagery and other available geo-referenced data available by public sources along with the Market Data Study, prepared by Integra Realty Resources, was utilized in the evaluation of determining and establishing Settlement Offer compensation.

Attached to this document are the following documents to establish and document the methodology and logic of the Settlement Offers.

- Market Data Study of Comparable Sales
- Land Offer Summary

I hereby certify that based on my review of the data, the proposed Settlement Offer for Waiver Parcels set forth in the Land Offer Summary is fair and just compensation and recommend that no appraisal be required for such Waiver Parcels.

**Valuation Reviewer:**

\_\_\_\_\_  
By: Nick Anitsakis

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

**Approved:**

\_\_\_\_\_  
By: Deann Lanz

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

**Exhibit “C”**  
**TECHNICAL REVIEW REPORT**

**Tract #:** \_\_\_\_\_

**Tax ID #:** \_\_\_\_\_

**Owners of Record:** \_\_\_\_\_

I am in receipt of that certain appraisal report dated \_\_\_\_\_ (the “Appraisal”), prepared by \_\_\_\_\_ of Integra Realty Resources (the “Appraiser”) for the property located in [Section/Township/Range] (the “Property”), as substantially shown as Exhibit \_\_\_\_\_ in the Appraisal. The Appraisal was prepared for and on behalf of the Plains and Eastern Clean Line LLC (“Clean Line”) to utilize and rely on for purposes of negotiating with landowners for easements of DC electric transmission lines.

**Appraisal Summary:**

- Size of the taking for the easement area
- Highest and best uses and the before and after taking
- Any improvements
- Date of the valuation and the valuation
- Value of the total property or larger parcel and include major items such as timber, improvements and damages

**Scope of Review:**

- I have made a thorough review of the Appraisal and my opinions are based on the materials submitted in the Appraisal, discussions with the Appraiser and discussions with Clean Line (and any other individuals that are pertinent to the review) and my personal knowledge of the local real estate markets. As the Review Appraiser I performed a desk review only of the Appraisal.

**Property Data Summary:**

- Brief description of the size, location of the easement and anything that has influences on the value of the easement. State the current use of the Property and summarize the adequacy of the highest and best use analysis.

**Area Appraised:**

- Define the easement and easement area to be taken

Valuation:

- Include approaches to value, last sale of the subject Property, number of sales, factors that influence value, Appraiser's analysis and value opinions.

Comments and Recommendations:

- Comments on overall quality of the Appraisal and market support for conclusions. Cite high and low points, if applicable. Recommend/approve the opinion of value, or if appropriate, disapprove or provide a different valuation and your basis of the change.

Certification:

- Include a signed certification in compliance with the standards under which the appraisal review report was prepared.

Conclusion:

- A short section on what your actions were in regards to the Appraisal reviewed.

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Review Appraiser

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Appraisal Certification #

---

Date

EXHIBIT "D"  
TECHNICAL REVIEW REPORT

1. IDENTIFICATION:

Report reviewed: By [REDACTED], MAI, CCIM, Oklahoma Certified General Appraiser No. [REDACTED] and Mr. [REDACTED], Oklahoma Certified General Appraiser No. [REDACTED] both appraisers employed with [REDACTED] advisors/[REDACTED].

Real estate and real property interest being appraised: a contiguous tract owned by [REDACTED] with 435,144sf or 9.99 ac. gross or 413,364sf or 9.49 ac. net being appraised at full fee value. The Legal Description is NE/4NE/4NE/4 of Sec. [REDACTED], Township 19 N. R. 1 E. [REDACTED] County, Oklahoma. The property address is [REDACTED] OK 74074 and Identified as **Parcel#A-001**. The property interest appraised is partial fee value for the utility and temporary easements.

Effective date of Report: September 12, 2014 signed by [REDACTED] on October 3, 2014.

Effective date for review: November 21, 2014.

Intended use and purpose of the review: To express an opinion as to the appropriateness and validity of the appraisers' reports, including their techniques, analysis and conclusions.

2. EXTENT OF THE REVIEW PROCESS:

The reviewer conducted a desk and field review of the appraisal report. The appraisal is being reviewed for its completeness of content, supporting data and analysis to sufficiently support the appraisers' values and conclusions and appropriateness of the techniques used by the appraisers. The report is also being reviewed for its compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Scope of Services provided by the client, which is essentially the same as required by the regulations of the Uniform Relocation Act as embodied in 49CFR 24 and Titles 17 and 69 of the Oklahoma State Statutes regarding valuation for eminent domain.

3. ASSUMPTIONS AND LIMITING CONDITIONS:

The reviewer did not make an independent search of applicable market, cost and income data and assumes that the data provided by the appraiser is a true, accurate and complete representation of the data available for the valuation of the subject property under this review.

The review performed is a desk review. A personal inspection of the subject was not

performed. A comparable sales or independent verification of the cost and market data was not performed. This review will only accept or reconcile the appraisers' final valuation to recommend compensation based on the appraisals.

The reviewer will assume that the title and legal description provided by the appraisers are accurate.

The reviewer assumes that all pictorial images of the subject and the comparable sales are accurate.

The appraisal report is of a partial taking of utility easements rather than in full fee title. Therefore, the reviewer will assume that all aspects of the compensation will be considered as damages except for those items that cannot be relocated or replaced.

4. **ADEQUACY AND RELEVANCE OF THE DATA AND APPROPRIATENESS OF THE ADJUSTMENTS:**

The appraisers have sufficient data with 4 vacant land sales. The sales are all located west of Stillwater with frontage on or near SH-51. The sales therefore, bear a locational similarity to the subject and are relevant to use in the subject's valuation. The sales are moderately inferior and superior to the subject so that the appraisers made only small adjustments to arrive at a value between the extremes of the comparable sales. To bracket the subject with sales that are inferior and superior is an appropriate and relevant technique. The appraisers logically adjusted their high sales downward and the low sales upward. The improvements were valued by using [REDACTED], a national data source of improvement values that do not usually sell in the open market. Given the age and condition of the buildings, the use of [REDACTED] was appropriate. As for the fencing, the reviewer would have preferred a quote from a local fencing contractor, but [REDACTED] is adequate. Ideally, the appraiser would have cited the Section and Page used from [REDACTED] when valuing the improvements. However, given the detail of the [REDACTED] work-up in the addenda section of the report, the use of the source had to be legitimate. While the land data is of sufficient quantity and highly relevant with appropriate adjustments, the improvement data is only adequate in the absence of market and local contractors. Therefore, the market of the appraisers is adequate and appropriately adjusted.

5. **COMPLETENESS OF THE REPORTS:**

To a sufficient extent, the appraisal report contains a sufficient degree of completeness to meet the summary requirements under USPAP Standard 2-2(b). The appraisal report has comparable sales sheets completed with deed and verification data. The Master Addenda has the locator maps and the comp sale photos so that the report with the master addenda is complete as regards the presentation of the data. The report clearly defines the subject being appraised, the rights to be appraised and the definition of the value to be appraised. The report has a relevant scope of work, a description of the subject and the subject

neighborhood and an analysis and proper conclusion to the highest and best use of the subject. Both appraisers accompanied their presentation of their data with an analysis before arriving at a conclusion of value. The report has sufficient photos of the subject in both the take area and affected improvements. There are sketches of the improvements affected, but not an overall site sketch. Finally there are the required signed certificates and addenda sections that complete the documentation of both reports. Therefore, the report has a sufficient degree of completeness.

6. APPROPRIATENESS OF APPRAISAL TECHNIQUES AND METHODS:

Both appraisers used a conventional and totally appropriate method to value the subject. The sales selected were on the basis of similarity and direct comparison with the subject. In addition, the appraisers included sales that are slightly inferior and superior to the subject to allow for some bracketing of the sales with the subject also. Bracketing is an appropriate technique, especially if very similar sales for the subject cannot be found. In this case the bracketing is in support of the similar sales that the appraiser were able to make a direct comparison. The use of local contractors is preferable to the use of [REDACTED] and only for the landscaping/tree was a local contractor used. This method is considered appropriate though; the accuracy of this method diminishes if the quality of the improvements require a large adjustment for depreciation. Given the nature of the improvements that do not sell on the open market, the appraisers had no choice but to use a cost service with a large depreciation factor. It is somewhat surprising that the fencing could not get a local contractor bid. However, it may be possible that no local fencing contractor was available to provide a timely bid within the project time frame. The comparable sales are appropriate by the time frame, location and similarity in features and use to the subject for bracketing or direct comparison. The photos and exhibits also have a sufficient degree of appropriateness, quantity and quality.

7. VALIDITY OF ANALYSIS, OPINIONS AND CONCLUSIONS OF VALUE:

From the above, the reviewer has established that both appraisers have obtained sufficient data and used it appropriately to value the subject. The correct application of appropriate and sufficient data will be reflected in the analysis of the appraisers. The appraisers used a detailed point-by point comparative analysis section supported by a detailed grid showing adjustments to the sales. The appraisers decided on a value towards the upper end of their comparable sales. The basis for this analysis is that the subject has SH-51 frontage with a corner onto Country Club Road. Therefore, the opinion of value logically flows from this analysis and the conclusion of value is valid. The valuation of the improvements is well documented and accepted. The contractor has revised the easement to avoid the shed and residence as well as reduce the area of taking. The appraiser's compensation will be reduced significantly as a result of this revision. Therefore, the recommended value will be set on the following page:

RECOMMEND VALUE AS ACCEPTED MOSTLY IN THE REPORT:

<b>Indicated Value of Subject:</b>	<b>=\$1,306,170</b>
<b>Damages:</b>	
<b>Land; Utility E'smnt, 21,056sf. @ \$3.12/sf.X60%</b>	<b>=\$ 39,417</b>
<b>Temporary Easement, 10,756sf.</b>	
<b>@ \$3.12/sf. X 10%</b>	<b>=\$ 3,359</b>
<b>Improvements; Replace Metal Gate,</b>	<b>=\$ 500</b>
<b>Replace Fence, 785lf. @ \$5.13/lf.</b>	<b><u>=\$ 4,028</u></b>
<b>Sub-Total Damages:</b>	<b>=\$ 47,304</b>
<b>Non- Damages (items acquired)</b>	
<b>Pecan tree</b>	<b>=\$ 300</b>
<b>Barn</b>	<b><u>=\$ 5,097</u></b>
<b>Sub-Total Non-Damages:</b>	<b>=\$ 5,397</b>
<b>Total Compensation:</b>	<b>=\$ 52,701</b>
<b>Say:</b>	<b>=\$ 52,700</b>

The effective date of the appraisal review of the subject property is November 21, 2014.

██████████  
Review Appraiser  
Owner, ██████████  
OREAB# ██████████

## REVIEW APPRAISER'S STANDARD CERTIFICATION

I certify that, to the best of my knowledge and belief:

- the facts and data reported by the reviewer and used in the review process are true and correct.
- the analysis, opinions and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report and are my personal, impartial and unbiased professional analysis, opinions and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of the work under review and no (or the specified) personal interest with respect to the parties involved
- I have not performed a previous appraisal or review of the subject property.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation is not contingent on an action or event resulting from the analysis, opinions or conclusions in this review or from its use.
- my analyses, opinions and conclusions were developed and this review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have not made a personal inspection of the subject property of the work under review.
- no one provided significant appraisal, appraisal review, or consulting assistance to the person signing this certification.

Signed and dated this 21st day of November 2014.

  
Review Appraiser  
OREAB 

**Exhibit "E"**

**Plains and Eastern Clean Line Oklahoma LLC  
EASEMENT CALCULATION SHEET**

This Easement Calculation Sheet is made a part of that certain Transmission Line Easement Agreement ("Easement Agreement") between Landowner and Plains and Eastern Clean Line Oklahoma LLC ("Plains and Eastern").

**Tract Number:** \_\_\_\_\_ **Date :** \_\_\_\_\_

**Landowner Name:** \_\_\_\_\_

**Permanent Easement Width:** \_\_\_\_\_ **150 ft. (+/-)** **Length:** \_\_\_\_\_ **0** **ft. (+/-)**

<b>Market Data Study 60% of Fee for Easement Rights</b>					
0	0.000000	(+/- acres) X	\$0.00	=	\$0.00
0	0.000000	(+/- acres) X	\$0.00	=	\$0.00
<b>Easement 60% of Fee</b>					<b>\$0.00</b>

<b>SETTLEMENT OFFER</b>					
<b>100% of Market Data Study Valuation</b>					
0	0.000000	(+/- acres) X	\$0.00	=	<b>\$0.00</b>
0	0.000000	(+/- acres) X	\$0.00	=	<b>\$0.00</b>
<b>"Total Easement Consideration"</b>					<b>\$0.00</b>

**The Total Easement Consideration shall be paid as follows:**

**(A) Initial Payment** (30% of the Total Easement Consideration) \_\_\_\_\_ **\$0.00**

**AND**

**(B) Balance Due** prior to the earlier of  
(1) the date construction crews access the property to install structures or wires,  
or (2) **12-31-2016, (such date, as may be extended pursuant to the Easement Agreement Extension, the "Easement Compensation Deadline")** \_\_\_\_\_ **\$0.00**

**Easement Agreement Extension**

Easement Compensation Deadline may be extended for two additional one-year periods (with 10% of the Total Easement Consideration due by 12-31-2016 for the first extension and due by 12-31-2017 for the second extension) ("*Extension Payment*"). Extension Payment(s) shall not be credited towards the Balance Due. \_\_\_\_\_ **\$0.00**

- Δ Initial Payment is paid at time of grant of the Easement Agreement.
- Δ If, based on the final legal description, it is determined that the Permanent Easement width is greater or less than 150' and/or the linear footage is greater or less than as shown above, Plains and Eastern shall adjust the Balance Due such that the Total Easement Consideration is based on actual footage and width and calculated using the same formulas as set forth on this Easement Calculation Sheet.
- Δ Landowner acknowledges and agrees that Plains and Eastern is under no obligation to pay the Balance Due portion of the Total Easement Consideration and that if Plains and Eastern fails to do so on or before the Easement Compensation Deadline, subject to the cure provision in the Easement Agreement, the Easement Agreement shall terminate. Upon such a termination, Landowner shall retain the Initial Payment and any Extension Payment (if applicable), and Plains and Eastern shall have no further obligation or other liability to Landowner.
- Δ Plains and Eastern has the right to extend the Easement Compensation Deadline for two additional one-year periods by payment of the Extension Payment to Landowner prior to the Easement Compensation Deadline. All sums paid by Plains and Eastern for such extension shall be retained by Landowner and are non-refundable, and will not be credited towards the Balance Due.

**Acceptance:**

**LANDOWNER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Plains and Eastern:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Exhibit "F"**

**Plains and Eastern Clean Line Oklahoma LLC  
EASEMENT CALCULATION SHEET**

This Easement Calculation Sheet is made a part of that certain Transmission Line Easement Agreement ("Easement Agreement") between Landowner and Plains and Eastern Clean Line Oklahoma LLC ("Plains and Eastern").

**Tract Number:** \_\_\_\_\_ **Date :** \_\_\_\_\_

**Landowner Name:** \_\_\_\_\_

**Permanent Easement Width:** \_\_\_\_\_ **150 ft. (+/-)** **Length:** \_\_\_\_\_ **0** **ft. (+/-)**

<b>Appraisal Per Acre Value for Easement Area</b>					
0	0.000000	(+/- acres) X	\$0.00	=	\$0.00
0	0.000000	(+/- acres) X	\$0.00	=	\$0.00
<b>Easement 60% of Fee</b>					<b>\$0.00</b>

<b>SETTLEMENT OFFER</b>					
<b>Appraisal Value at 100% of Property Fee Value</b>					
0	0.000000	(+/- acres) X	\$0.00	=	<b>\$0.00</b>
0	0.000000	(+/- acres) X	\$0.00	=	<b>\$0.00</b>
<b>"Total Easement Consideration"</b>					<b>\$0.00</b>

**The Total Easement Consideration shall be paid as follows:**

**(A) Initial Payment** (30% of the Total Easement Consideration) \_\_\_\_\_ **\$0.00**

**AND**

**(B) Balance Due** prior to the earlier of  
(1) the date construction crews access the property to install structures or wires,  
or (2) **12-31-2016, (such date, as may be extended pursuant to the Easement Agreement Extension, the "Easement Compensation Deadline")** \_\_\_\_\_ **\$0.00**

**Easement Agreement Extension**

Easement Compensation Deadline may be extended for two additional one-year periods (with 10% of the Total Easement Consideration due by 12-31-2016 for the first extension and due by 12-31-2017 for the second extension) ("*Extension Payment*"). Extension Payment(s) shall not be credited towards the Balance Due. \_\_\_\_\_ **\$0.00**

- Δ Initial Payment is paid at time of grant of the Easement Agreement.
- Δ If, based on the final legal description, it is determined that the Permanent Easement width is greater or less than 150' and/or the linear footage is greater or less than as shown above, Plains and Eastern shall adjust the Balance Due such that the Total Easement Consideration is based on actual footage and width and calculated using the same formulas as set forth on this Easement Calculation Sheet.
- Δ Landowner acknowledges and agrees that Plains and Eastern is under no obligation to pay the Balance Due portion of the Total Easement Consideration and that if Plains and Eastern fails to do so on or before the Easement Compensation Deadline, subject to the cure provision in the Easement Agreement, the Easement Agreement shall terminate. Upon such a termination, Landowner shall retain the Initial Payment and any Extension Payment (if applicable), and Plains and Eastern shall have no further obligation or other liability to Landowner.
- Δ Plains and Eastern has the right to extend the Easement Compensation Deadline for two additional one-year periods by payment of the Extension Payment to Landowner prior to the Easement Compensation Deadline. All sums paid by Plains and Eastern for such extension shall be retained by Landowner and are non-refundable, and will not be credited towards the Balance Due.

**Acceptance**

**LANDOWNER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Plains and Eastern:** \_\_\_\_\_ **DATE:** \_\_\_\_\_