Appendix H

Draft Agricultural Impact Mitigation Plan

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AGRICULTURAL IMPACT MITIGATION PLAN

Gopher to Badger Link Project

MPUC Docket No. ET3, E002/TL-26-156

Submitted by:

Northern States Power Company d/b/a Xcel Energy

Dairyland Power Cooperative

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DEFINITIONS

Agricultural Land	Land that is actively managed for cropland, hay land, or pasture, and land in government set-aside programs.
Applicants	Northern States Power Company, dba Xcel Energy and Dairyland Power Cooperative
Environmental / Agricultural Monitor	Monitor retained by the Applicants to observe, document, and audit compliance with permit conditions and commitments made in this document. The Environmental/Agricultural Monitor, or Monitor, shall also report directly to the Minnesota Department of Agriculture (MDA) and will be responsible for auditing the Applicants' compliance with provisions of this AIMP. The monitor will have demonstrated experience with pipeline or electric transmission line construction on Agricultural Land.
Certifying Agent	As defined by the National Organic Program Standards, Federal Regulations 7 CFR Part 205.2.
Cropland	Land actively managed for growing row crops, small grains, or hay.
Decertified or Decertification	Loss of Organic Certification.
Easement	The agreement(s) and/or interest in privately owned Agricultural Land held by the Applicants 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 power line has been constructed. Final Clean-up activities may include: removal of construction debris, de-compaction of soil as required, removal of temporary erosion control structures, final grading, and 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	Person(s), or their representatives, holding legal title to Agricultural Land on the transmission line route from whom the Applicants are seeking, or have obtained, a temporary or permanent Easement. "Landowner" includes Tenant, if any.
Non-Agricultural Land	Any land that is not "Agricultural Land" as defined above.
Organic Agricultural Land	Farms or portions thereof described in 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 Certified	As defined by the National Organic Program Standards, 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.
Right-of-Way	The Land included in permanent and temporary Easements which the Applicants acquire for the purpose of constructing, operating and maintaining the transmission line.
Subsoil	Soil that is not Topsoil and located immediately below Topsoil.
Tenant	Any Person(s) lawfully renting or sharing land for agricultural production which makes up the “Right-of- Way” as defined in this AIMP.
Tile	Artificial subsurface drainage system.
Topsoil	The uppermost horizon (layer) of the soil, typically with the darkest color and highest content of organic matter.

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1 INTRODUCTION

Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy (Xcel Energy) and Dairyland Power Cooperative (Dairyland) (together, Applicants[1]) developed this Agricultural Impact Mitigation Plan (AIMP) based on consultation with the Minnesota Department of Agriculture (MDA) in compliance with Minnesota Statutes Section 216I.18, subdivision 3(b) for the Gopher to Badger Link Project (Project).

The Project is part of a planned 765 kilovolt (kV) path connecting Minnesota, South Dakota, Iowa, and Wisconsin, and consists of the following:

- **Segment 1**: Approximately 39 miles of single-circuit 765 kV high voltage transmission line between the existing North Rochester Substation[2] and a point near Marion, Minnesota;

- **Segment 2**: Approximately 105 miles of 765 kV/161 kV double-circuit high voltage transmission line from near Marion, Minnesota, to the eastern border of Minnesota. Segment 2 also includes a new three-circuit breaker 161 kV switching station in Houston County, Minnesota, as well as minor upgrades at existing 161 kV Adams and Harmony substations to support operation of the new Project facilities; and

- **Q-9**: Rerouting of approximately 1.2 miles of Dairyland's existing Q-9 161 kV line to connect to the proposed switching station.

This AIMP identifies measures the Applicants will take during construction to avoid, mitigate, minimize, repair, or provide compensation for impacts on Agricultural Land, which includes land that is actively managed for cropland, hay land, or pasture, and land in government set-aside programs. The AIMP and its provisions will be implemented during construction and restoration activities that the Applicants undertake for the Project prior to filing notice of completion of construction with the Minnesota Public Utilities Commission (MPUC or 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."

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, the Applicants 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 Easement or other agreement between the Applicants and the Landowner of Agricultural Land, as appropriate. In such case, the Easement or other agreement will control.

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1 As it relates to the implementation of this AIMP, Xcel Energy will implement the AIMP on Segment 1, and Dairyland will implement the AIMP on Segment 2 and the Q-9 reroute, including the Jefferson Ridge Switching Station.

2 The North Rochester Substation will be expanded to accommodate 765 kV facilities and is being reviewed as part of PowerOn Midwest in Commission Docket No. E002, ET2, ET6675/CN-25-117 and a forthcoming related route permit proceeding.

2 WORKING WITH LANDOWNERS

The Applicants 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 the Applicants. Mitigative actions will be executed by the Applicants employees or by qualified contractors retained by the Applicants, unless otherwise specified or agreed upon by Landowner. The Applicants 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 Applicants and the 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 Applicants may delay implementation of mitigative actions after Final Clean-up. Where the Applicants determine it is practicable, the Applicants 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.

The Applicants or their 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 the Applicants 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, the Applicants will inform the Landowner and will identify a reasonable alternative activity.

Prior to Right-of-Way preparation or construction, the Applicants 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 the Applicants regarding any impacts to Cultivated Agricultural Land or other construction-related concern or question. The Applicants will provide updated information to the Landowner within a reasonable time of any change to the Applicants' contacts.

The Applicants will reasonably restore and/or compensate each Landowner, as appropriate, for damages caused by the Applicants as a result of transmission line or related facility construction, and as outlined in this AIMP. Portions of the Project may remain active during multiple phases of construction. Temporary stabilization measures may be used until final restoration is practicable and construction activities within a given area are complete. The Applicants will decide whether to restore land and/or compensate the Landowner after a discussion with the Landowner.

The Applicants 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 ENVIRONMENTAL/AGRICULTURAL MONITOR

The Applicants will hire an Environmental/Agricultural Monitor (Monitor) to act as an independent third party to monitor compliance with this AIMP and other permit conditions/regulatory requirements.[3] The Applicants will work with the MDA to select the Monitor.

The Applicants will coordinate with the MDA in identifying potential contractors to conduct environmental and agricultural monitoring. The Applicants will direct the selected contractor to communicate independently with the MDA and set up a reporting relationship as the MDA instructs.

The Monitor will audit the Company's compliance with this AIMP. The Monitor's role will be limited to observation, documentation and reporting, and they will not have the authority to direct construction activities or require implementation of specific mitigation measures on behalf of the MDA, nor will they have authority to stop construction. The Monitor will be required to immediately report to the Applicants observation of a significant non-compliant activity. The MDA may also instruct the Monitor to report non-compliant activities to the MDA. If after reviewing the non-compliant activity, and if judgement is made that continuing the activity will cause damage to the environment or Cultivated Agricultural Land, the Applicants would issue a stop work order.

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

1. Participate in pre-construction training activities sponsored by the Applicants and provide construction personnel with training on provisions of this AIMP before construction begins.

2. Monitor construction and restoration activities on Agricultural Land for compliance with provisions of this AIMP. The Monitor will be allowed full access to the Agricultural Land where construction occurs.

3. Observe construction activities and communicate potential compliance concerns to the Applicants.

4. Document instances of noncompliance and work with construction personnel to identify and implement appropriate corrective actions as needed.

5. Report instances of noncompliance with the AIMP to the Applicants and the MDA.

6. 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.

7. Coordinate communication of Landowner concerns to the MDA, if necessary.

8. Maintain a written log of Landowner concerns observed or reported by the Applicants construction or land rights agents regarding compliance with this AIMP. The written log should record whether the Monitor reported each logged concern to the MDA.

[3] For example, if a Monitor is required to implement other permit requirements (such as a Vegetation Management Plan) the Applicants will hire a Monitor that is qualified to conduct compliance monitoring for all such environmental permits, upon review and approval of applicable permitting authorities.

9. Be responsible for determining whether weather conditions have caused the soil to become so wet that mitigation measures designed to alleviate soil compaction would be ineffective and would actually reduce the future production capacity of the land. The Monitor would advise the Applicants of these conditions. The Applicants will be solely responsible in making the decision on whether it will proceed with construction under these conditions. Compensation for Landowner, as appropriate, will be determined as described in the "Procedures for Determination of Damages and Compensation" section of this AIMP.

10. In disputes between the Applicants and a Landowner over restoration, provide observations regarding restoration activities to the Applicants and MDA.

3.1 QUALIFICATIONS AND SELECTION OF THE ENVIRONMENTAL/AGRICULTURAL MONITOR

The selected Monitor will:

1. Have demonstrated practical experience with pipeline or electric transmission line construction, restoration, and compliance monitoring on Agricultural Land.

2. Have demonstrated practical experience with soils and hydrology in agricultural settings.

3. If work is being performed on Organic Agricultural Land, the Monitor will be trained, in organic inspection, by the Independent Organic Inspectors Association, unless the Monitor received such training during the previous three years.

4 IMPACT AND MITIGATION PRACTICES

4.1 POLE PLACEMENT

During the design of the Project, the Applicants' engineering, real estate, and permitting staff will seek input from Landowners, as practicable, to address pole placement issues. Prior to construction, the Applicants land rights agents will review the planned pole locations with the Landowner when requested to do so by the Landowner.

4.2 POLE REMOVAL

The Applicants will remove existing transmission line structures along the existing Q-4/Q-8-/Q-7 161 kV transmission lines and a portion of the Q-9 transmission line. For transmission line structures that do not have a footing, the Applicants will extract the pole from the ground if possible in Agricultural Land. In the event a pole cannot be extracted by pulling, the Applicants will excavate an area and an attempt will be made to extricate an excavated pole entirely in Agricultural Land. 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 five feet) or pushed over if the pole cannot be cut. If an existing transmission structure to be removed has a concrete footing, the Applicants will work with the Landowner to determine at what depth the footing must be removed so farming operations can continue on the property.

If the Applicants remove an existing pole, all support anchors for the structure will be removed in Agricultural Land. In these instances, the Applicants 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, the Applicants will adhere to the "Agricultural Tile" section of this AIMP.

4.3 AGRICULTURAL TILE

The Applicants will contact an affected Landowner and gather any information regarding his/her knowledge of tile locations prior to installation of the transmission line. When possible structure locations will be sited to avoid or minimize impacts to agricultural tile.

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, the Applicants will take such actions as are necessary to restore the tile function, including the relocation, reconfiguration, and replacement of the existing tile. The Applicants will correct tile repairs, as needed, after completion of the transmission line construction, provided the repairs were made by the Applicants or their agents or designees.

The affected Landowner may elect to negotiate a fair settlement with the Applicants for the Landowner to undertake the responsibility for repair, relocation, reconfiguration, or replacement of damaged tile. In the event the Landowner chooses to undertake the responsibility for repair, relocation, reconfiguration, or replacement of the damaged tile, the Applicants will have no further liability for the identified damaged tile.

The following standards and policies apply to the tile repairs completed by the Applicants:

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. The Applicants will make efforts to complete permanent tile repairs within a reasonable timeframe after Final Clean-up, taking into account weather and soil conditions.

4. Following completion of the Final Clean-up and damage settlement, the Applicants will be responsible for correcting and repairing tile breaks, or other damages to tile systems that are discovered on the Right-of-Way to the extent that such breaks are the result of Project construction. These damages are usually discovered after the first significant rain event. The Applicants will provide the Landowner with contact information should tile damage issues be identified after Final Clean-up. The Applicants will not be responsible for tile repairs performed by the Landowner.

The Applicants 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.

4.4 EXCAVATION/GRADING

Topsoil and Subsoil layers that are removed during construction for facility structures, pole placement, or temporary road impacts will be stored separately and replaced in the proper sequence after the transmission line is installed. Unless otherwise specified in an Easement or other agreement negotiated between the Applicants and Landowner, the Applicants 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 Agricultural Land without permission of the Landowner.

4.5 SOIL COMPACTION / RUTTING

The Applicants will repair damage incurred due to compaction, ruts, erosion, and/or washing of soil caused by transmission line construction. If, by mutual agreement, the Landowner repairs such damage, the Applicants 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. The Applicants 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.

If there is a dispute between the Landowner and the Applicants as to what areas need to be ripped or chiseled, the depth at which compacted areas should be ripped or chiseled, or the necessity for, or rates of, lime, fertilizer, and organic material application, the Applicants will consult with the Monitor prior to making a final decision.

4.6 EXCESS SOIL AND ROCKS

Excess soil and rock will be removed from the site unless otherwise requested by the Landowner. After Final Clean-up and restoration of Agricultural Lands, the Applicants will make good faith efforts to obtain written acknowledgement of completion of such activities from the Landowner.

4.7 CONSTRUCTION DEBRIS

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

4.8 PROCEDURES FOR DETERMINATION OF DAMAGES AND COMPENSATION

The Applicants will maintain a procedure for processing Landowner claims for construction-related damages, including but not limited to crop damages. The procedure is intended to standardize and minimize Landowner concerns regarding the recovery of damages, to provide a degree of certainty and predictability for Landowner and the Applicants, and to foster good relationships among the Applicants and Landowner over the long term. A copy of the procedure will be provided to Landowner during Easement acquisition negotiations.

Damage claim negotiations between the Applicants and any affected Landowner will be voluntary in nature. The Applicants will offer to compensate Landowners according to the terms of the Applicants 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 the Applicants must pay.

4.9 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. The Applicants will attempt to work with the Landowner to identify and document the pre-construction conditions of these features.

4.10 IRRIGATION

If the transmission line and/or temporary work areas intersect an operational (or soon to be operational) spray irrigation system, the Applicants 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 the Applicants 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. Applicants will not allow an irrigation system to continue operation across land on which the transmission line is also being constructed if the Applicants determine that such operation would be unsafe.

4.11 ACCESS ROUTES / TEMPORARY ROADS

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

If grading is required to create a temporary road, these temporary roads may be left intact through mutual agreement of the Landowner and the Applicants unless otherwise restricted by Federal, State, or local regulations.

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.

4.12 AGRICULTURAL AERIAL SPRAYING

The Applicants recognize that the Project may affect an aerial applicator's ability to conduct aerial applications. The Applicants will implement certain measures to minimize avoidable interference with agricultural aerial spraying activities.

During construction, temporary Project features may create short-term aerial obstacles or operational constraints for agricultural aerial spraying.

To minimize those temporary impacts, where practicable, temporary laydown areas, pulling/tensioning sites, and similar workspaces will be located to avoid unnecessary interference with active agricultural operations, including known aerial spraying patterns. The Applicants will also seek to minimize the duration of temporary aerial obstacles, remove temporary structures

and equipment as soon as practicable after the relevant construction activity is complete, and limit access restrictions to the shortest feasible duration.

The Applicants will designate a Project contact for agricultural coordination, respond to landowner questions regarding the timing and location of temporary obstacles, and, where practicable, sequence work to reduce conflicts with anticipated treatment periods identified through landowner or operator coordination.

5 MITIGATIVE ACTIONS FOR ORGANIC FARMS

The Applicants recognize 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 the Applicants a true, correct and current version of the Organic System Plan within 60 days after the signing of the Easement or 60 days after the first contact by the Applicants after the Commission issues a Route Permit, whichever occurs first.

5.1 ORGANIC SYSTEM PLAN

The Applicants recognize the importance of the individualized Organic System Plan to the Organic Certification process. The Applicants 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 certified-organic seeds for any cover crop, or similar measures. The Applicants recognize that Organic System Plans are proprietary in nature and will respect the need for confidentiality.

5.2 PROHIBITED SUBSTANCES

The Applicants 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, the Applicants 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.

5.3 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, the Applicants 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. Likewise, Organic Agricultural Land will not be used for storage of soil from non-Organic Agricultural Land.

5.4 EROSION CONTROL

On Organic Agricultural Land, the Applicants will, to the extent feasible, implement erosion control methods consistent with the Landowner's Organic System Plan. On land adjacent to Organic Agricultural Land, the Applicants 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, non- organic hay bales, non-approved metal fence posts, etc. will not be used for erosion control on Organic Agricultural Land.

5.5 WEED CONTROL

On Organic Agricultural Land, if the Applicants determine weed control is necessary during construction activities, the Applicants 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 50 feet of posted Organic Agricultural Land. Prohibited substances will not be applied in conditions when winds would carry the substance beyond the 50-foot exclusion area.

5.6 MONITORING

In addition to the responsibilities of the Monitor described in the AIMP, the following will apply to Organic Agricultural Land:

1. The Monitor will monitor weather conditions, as well as construction and restoration activities on Organic Agricultural Land for compliance with the provisions of this section and will document any activities that may result in Decertification.

2. Instances of non-compliance will be documented according to Independent Organic Inspectors Association protocol consistent with the Landowner's Organic System Plan, and will be made available to the MDA, the Landowner, the Landowner's Certifying Agent, and to the Applicants.

5.7 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. The Applicants will first work with the Landowner of Organic Agricultural Land to determine crop yield. In the event the Applicants and the Landowner of Organic Agricultural Land cannot determine crop yield, at the Applicants expense, a mutually agreed upon professional agronomist will make crop yield determinations, and the MDA Fruit and Vegetable Inspection Unit 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 the Applicants 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. The Applicants 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.

5.8 COMPENSATION FOR DAMAGES DUE TO DECERTIFICATION

Should any portion of Organic Agricultural Land be Decertified as determined by the Certifying Agent as attributable to Project construction activities the Applicants 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 or Tenant 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 the Applicants, 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.