Filed with the Iowa Utilities Board on February 9, 2023, E-22436

EXHIBIT E-5
DUBUQUE COUNTY

Parcel ID Number:

IA-DU-N035.000-Railroad

Affected Persons:

Canadian Pacific
7550 Ogden Dale Road S.E.
Calgary, Alberta T2C 4X9; CA

Objectors:

Thomas J. Millenkamp Declaration of Trust
23814 Spechts Ferry Road
Sherrill, Iowa 52073-9461

Property Legal Description:

The following property may be referred to as the “Property” or “Railroad Corridor”

A 100-foot-wide strip of land, being 50 feet on each side of the centerline of the existing railroad right-of-way, in the following:

Lot "B" of Lot 2 of the Subdivision of Government Lots 3 and 4 of Section 4, Township 90 North, Range 2 East of the 5th P.M., according to the Plat thereof recorded in Book of Plats 35, Page 226, Dubuque County Records, excepting that portion which lies between a line 50 feet Southeast and parallel to the former Chicago, Milwaukee, St. Paul and Pacific Railroad Track (now the Soo Line Railroad Main Track) and the Soo Line Railroad Main Track;

AND

All that part of Lot 1 of Lot 2 of Lot "A" of Lot 2 of the Subdivision of Government Lots 3 and 4 of Section 4, Township 90 North, Range 2 East of the 5th P.M. in Dubuque County, Iowa, lying Easterly of the Center Line of Specht's Ferry Road (formerly Sageville and Wells Ferry Road), according to the Plat thereof recorded in Book of Plats 35, Page 226, Dubuque County Records.

Temporary Construction Easement Area Description:

A 25-foot wide area within the Property, which area may be referred to as the “Temporary Construction Easement Area”.

Permanent Easement Area Description:

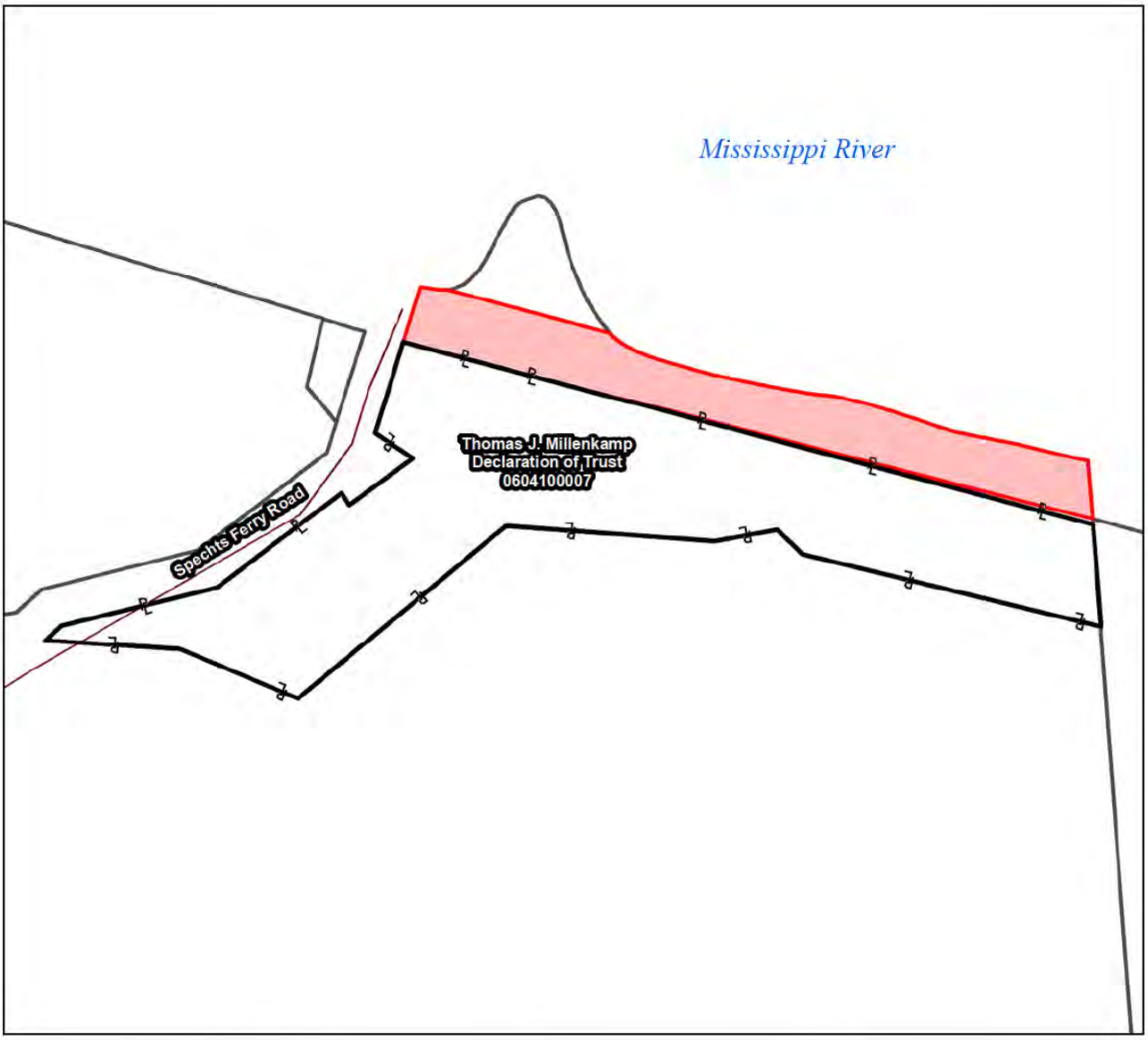
A 10-foot wide area within the Temporary Construction Easement Area, which area may be referred to as the “Permanent Easement Area”, and together with the Temporary Construction Easement Area, the “Easement Areas”.

Easement Rights:

The easement rights being sought are:

1. A free and unobstructed right of way and exclusive permanent easement in gross (the "Permanent Easement") in, over, through, across, under and along Permanent Easement Area in favor of SOO Green HVDC Link ProjectCo, LLC, a Delaware limited liability company, its successors and assigns, (collectively, "SOO Green") for the purpose of permitting SOO Green and its contractors and designees to perform all activities, actions, operations, functions, processes, procedures and pursuits, including (without limitation) surveying, inspecting, installing, constructing, maintaining, repairing, replacing, removing, operating, using, testing, monitoring, controlling, moving, expanding, and relocating below-ground electrical power transmission lines and related equipment, including(a) all structures and equipment in the Railroad Corridor used in connection with the transmission of HVDC electricity; (b) all related electrical wires, electrical cables, fiber optic cables, cellular transmission equipment, conduits, duct lines, pipes, insulators, transformers, meters, circuit breakers, switch gear, conversion equipment, and communications systems used only to monitor and control the transmission of HVDC electricity; (c) all ancillary wiring, cabling, connectors, fastenings, mounting hardware, and other ordinary and necessary hardware; and (d) all other structures, fixtures and equipment owned, used, or controlled by SOO Green; and all other related structures, fixtures and equipment as SOO Green or its successors or assigns may deem to be necessary or convenient for the construction, operation or ownership of an electrical power transmission system (collectively, the "Facilities"), and performing whatever acts may be requisite for the use and enjoyment of the rights herein granted, all as SOO Green may from time to time require under the Permanent Easement.
2. The right to select the exact location of the Temporary Construction Easement Area and Permanent Easement Area in the Railroad Corridor and the location of the Facilities within the Permanent Easement Area.
3. A free and unobstructed right of way and temporary construction easement (the "Temporary Construction Easement" and, while in effect, together with the Permanent Easement, the "Easement") in, over, through, across, under and along the Temporary Construction Easement Area in favor of SOO Green and for the purpose of performing all activities, actions, operations, functions, processes, procedures and pursuits necessary or convenient for constructing the Facilities and restoring the Property.
4. The Temporary Construction Easement shall terminate sixty (60) days after the SOO Green's completion of construction and restoration on the Property.
5. The right to drain or sheet flow storm water runoff from the Easement Area onto the Railroad Corridor and/or into existing and future storm water collection and drainage facilities located within the Railroad Corridor.
6. The right, but not the obligation, to clear and keep cleared trees, brush, and all other obstructions from the surface and subsurface of said Easement Area.
7. The right of unimpeded ingress and egress in, to, through, on, over, under, and across the Easement Areas (and in the event of an emergency over such other portions of the Property as may be reasonably necessary).
8. The right to prohibit any of the following activities on the Easement Areas without the written permission of SOO Green and Canadian Pacific Railway, as applicable, which permission shall not be unreasonably withheld: (a) digging, excavating, drilling, constructing, or performance of any other act; (b) remove soil or change the grade or slope; (c) impound surface water; (d) plant trees or landscaping; or (e) construct or permit the construction, placement, installation or existence of any above or below ground obstruction, whether temporary or permanent, man-made or natural, that, in the sole discretion of SOO Green, may endanger or interfere with the efficiency, safety, or convenient operation of the Facilities or use of the Easements by SOO Green.
9. The right to promulgate safety rules for the use or presence of the landowner or other affected persons within the Easement Area.
10. The right to assign all or any portion of the easement rights and to have the easement rights benefit SOO

Green's successors and assigns.



For discussion purposes only. All measurements and distances are approximations and pend final survey and engineering.

N

0 145 290 580 Feet

Prepared by:
Contract Land Staff, LLC
2245 Texas Drive, Suite 200
Sugar Land, TX 77479
Date: 2/6/2023

Legend

- Roadway
- Objector's Property Boundaries
- Railroad Corridor
- Adjacent Tracts

Property Owner:

Thomas J. Millenkamp Declaration of Trust

B-1