

**STORY COUNTY CONSERVATION BOARD
BOARD OF DIRECTORS
AGENDA**

Monday, June 27, 2016 – 5:30 p.m.

Story County Conservation Center – 56461 180th Street, Ames, Iowa

1. Call to Order
2. Roll Call
3. Consider Resolution 2016-05 re: Easement with Dakota Access Pipeline for Constructing a Pipeline Crossing the Heart of Iowa Nature Trail
4. Other
5. Adjournment



Memorandum

To: Story County Conservation Board

From: Michael D. Cox, Director 

Date: June 27, 2016

Re: Consider Resolution 2016-05 Regarding Easement with Dakota Access Pipeline for constructing a pipeline crossing the Heart of Iowa Nature Trail

The attached easement authorizes the Dakota Access Pipeline (DAPL) to construct an underground crude oil pipeline across the Heart of Iowa Nature Trail (HOINT) in section 20 of Union Township.

A summary of this project follows:

- A proposed 30" pipeline will carry shale oil from the Bakken oil fields in North Dakota across Story County.
- The Iowa Utilities Board (IUB) has authorized this pipeline construction.
- The attached Easement was developed with the Story County Attorney and the DAPL.
- The Easement specifies the rights of both parties. It requires DAP to have a Commercial General Liability coverage for \$10,000,000 and total liability insurance of \$12,000,000. This is an increase from the statutory requirement of \$250,000.
- The pipeline would cross the HOINT west of Cambridge and west of the Kalsem prairie easement.
- The pipeline would be direct bored under the HOINT. Access would be granted to cross the HOINT. DAPL would be responsible for repairing any damage to county property and resources.
- The easement will be considered by the Story County Board of Supervisors. The role of the Story County Conservation Board is to make a recommendation to the Story County Board of Supervisors.
- Story County has no legal authority, beyond those already specified for such easements in the Iowa Code 331.361(2), to place requirements or approve or disapprove DAPL actions or practices for items identified under "Other Considerations".
- Story County Conservation has the legal and ethical obligation to educate citizens to be wise caretakers of our natural environment.
- Kalsem Marsh adjoins the property on the north side of the trail. This is a Story County Conservation Board easement on private property. The marsh is a remnant prairie. The current pipe alignment is approximately 800' from the marsh. After the Pipeline crosses the trail it crosses the waterway which drains into the marsh. Release or spills of the pipe west and south of the marsh will likely affect the marsh. **SCC issued a request to DAPL to reroute the pipe to the north of the marsh.** This would avoid or minimize the likelihood of surface of subsurface drainage into the marsh. This request was denied.
- The HOINT is an old railroad bed. The trail in this location is at a higher elevation than the marsh and is relatively flat. **Request: Directional bore under trail –including ditches on both sides.**

Other Considerations

- Water crossings: All water crossings in Story County will be constructed with open trenches with the exception of the South Skunk River, which will be directionally bored. The DAPL will cross several waterways in Story county including:
 - Walnut Creek
 - Unnamed Walnut Creek tributary
 - Ballard Creek
 - Unnamed Ballard Creek tributary City of Cambridge
 - Unnamed drainage into Kalsem Marsh
 - Unnamed South Skunk River tributary (1) 1st Order
 - South Skunk River
 - Unnamed South Skunk River tributary (2) 1st Order Channelized
 - Unnamed South Skunk River tributary (3) 1st Order Channelized

Request: Recommend directional boring under all waterways. These waterways have varying degrees of scouring. Care must be taken to design for active deepening of all waterways.

- Trail: The County will likely construct a paved trail across the southern portion of Section 20 of Washington Township or across the western portion of Section 28 of Washington Township. ***Request: Pipeline construction in these sections must allow construction of a paved recreational trail over the pipe.*** The exact route has not been determined. We are willing to work with DAPL as we identify trail route.
- Soil Health: Open trenching disrupts soil quality. Traditional topsoil strip and respread practices often mix B horizon soil with A horizon soil. This reduces soil quality of disturbed areas. ***Request: DAPL should take extreme caution and utilize best practices and technologies to mitigate damage to soil and restore soil health.***
- Spill response: ***Request: DAPL must employ all necessary resources to detect, isolate, and cease release/spillss. DAPL must employ all necessary resources to restore environmental conditions to pre-release conditions. DAPL must restore all environmental loss at their sole expense. Immediate and effective response should be demanded. Restoration of ecological processes takes years. DAPL must recognize and commit to lengthy restorations.***
- Transportation: Bakken oil in Story County. Bakken oil is not currently being transported by rail through Story County. An estimated 20-30 unit trains transport Bakken crude across Iowa. DAPL projections at current production rate call for rail transport to be relieved by 7 unit trains per day with construction of the pipeline.

The SCCB has the legal authority to make a recommendation to the Board of Supervisors for issuance of this easement for trail crossing. The SCCB has no legal authority beyond that already specified for such easements in the Iowa Code 331.361(2), to place requirements on DAPL for protection of our natural resources. Therefore, I urge you to issue the strongest statement possible to the DAPL encouraging them to place environmental protections on the pipeline which exceed those required by the regulatory agencies.

I urge your approval of this easement and resolution and recommendation to the Board of Supervisors.

Enclosures:

- Resolution
- Easement
- Story County route map

**Story County Conservation Board
Resolution No. 2016-05**

**A Resolution Regarding An Easement with Dakota Access Pipeline for Constructing a
Pipeline Crossing the Heart of Iowa Nature Trail**

WHEREAS, The Dakota Access Pipeline (DAPL) requests to cross the Heart of Iowa Nature Trail; and,

WHEREAS, the Story County Conservation Board (SCCB) provides management for the trail; and,

WHEREAS, pipeline construction can only be allowed through easement; and,

WHEREAS, Story County Conservation staff has worked with the Story County Attorney to draft an easement; and,

WHEREAS, said easement places certain requirements on DAPL for construction of the pipeline and management of the easement area during and after construction. Certain actions taken by DAPL will create irreparable damage to the environment; and,

WHEREAS, said requirements are an effort to minimize interruption of trail use, minimize ecological damage, correct damage to trail and environment, and prevent financial loss to the County; and,

WHEREAS, the SCCB endeavors to promote wise stewardship of our natural resources.

THEREFORE BE IT RESOLVED BY the Story County Conservation Board of Story County, Iowa that the Conservation Board recommends approval of this easement by the Story County Board of Supervisors; and,

BE IT FURTHER RESOLVED that the SCCB makes the following requests to the DAPL:

- *That DAPL utilize directional boring under all waterways. These waterways have varying degrees of scouring. Care must be taken to design for active deepening of all waterways. That DAPL inspect water crossings annually or more often and adjust as necessary to prevent pipeline exposure or damage which may result in a release.*
- *That pipeline construction in certain areas must allow construction of a paved recreational trail over the pipe.*
- *That DAPL take extreme caution and utilize best practices and technologies to mitigate damage to soil and restore soil health.*
- *That DAPL employ all necessary resources to detect, isolate, and cease leaks/spills. DAPL must employ all necessary resources to restore environmental conditions to pre-release conditions. And that DAPL restore all environmental loss at their sole expense. Immediate and effective response is demanded. Restoration of ecological processes takes years. DAPL must recognize and commit to lengthy restorations.*

PASSED AND APPROVED THIS 27th DAY OF JUNE, 2016.

Craig Meyers, Chair

EASEMENT AGREEMENT
Recorder's Cover Sheet

Preparer Information: Jennifer Hodge Burkett
505 East Grand Avenue, Suite 200
Des Moines, IA 50309
(515) 242-8906

Taxpayer Information: Story County, Iowa
(Name & Address of Owner) 56461 180th St
Ames, Iowa 50010-9451

Return Document To: Rick Hoyer
c/o Dakota Access, LLC
11103 Aurora Avenue
Urbandale, IA 50322

Grantors: Story County, Iowa
(Name of Owner)

Grantees: Dakota Access, LLC

Legal Description: See Page 2

Document or instrument number of previously recorded documents: N/A

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: IA-ST-064.500.900
COUNTY: Story

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated _____, 2016, is between **Story County, Iowa**, whose mailing address is **900 6th St., Nevada, Iowa 50201-9451** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed thirty inches (30") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

That certain tract of land situated in the S/2 SE/4 of Section 20, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa more particularly described in Quit Claim Deed dated October 04, 1989 from CMC Real Estate Corporation, a Wisconsin Corporation to Story County, Iowa, recorded under Book 264 Page 210 in the Recorder's Office, Story County, Iowa, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee shall supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Regardless of construction, the Pipeline Easement shall be limited to a definite 50' wide location no later than December 31, 2019. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

In the event Grantee, after the date of execution of the Easements, desires or requests to utilize areas or property resulting in use of a larger area of Grantor's Property than what is explicitly set forth herein and Grantor provides written consent or authorization of the same, Grantor shall be entitled to additional compensation related to such use by Grantee. Such compensation shall be based on the same value per acre used for the Pipeline Easement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, inspecting, patrolling, protecting,

repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and adjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall have the right to cross property in the Temporary Easement area and Permanent Easement area. Grantee shall give Grantor a minimum of ten (10) day notice prior to start of construction on Grantor's Property. Temporary trail closings will be allowed at mutually agreed upon locations for Grantee's equipment to cross the trail. Signs will be posted by Grantee at the nearest road intersections to the east and west of the easement area. Signs shall indicate construction and intermittent trail closures.

4. The consideration paid by Grantee in this agreement, and in accordance with the Iowa Calculation Worksheet signed by the parties, includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops during the initial three (3) year period following Grantee's construction and installation on the Pipeline Easement, and Temporary Construction Easement,. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to the Pipeline Easement and Temporary Construction Easement areas due to Grantee's construction activities during the periods of the original construction of the pipeline and for a period of three years after construction. For any and all claimed or alleged damages arising or occurring after the initial three (3) year period following Grantee's construction and installation of the pipeline and which are caused by Grantee's construction or use of the Easements, the parties shall comply with the requirements and procedure set forth in Iowa Code §§ 479B.29 and 479B.30.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement or Pipeline Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. . Grantee agrees to bore under the Heart of Iowa Nature Trail which is on the subject property using entry and exit points not on county property and not to lay the pipe by open trenching across the trail. Grantee will construct the pipeline in accordance with the drawings provided to Grantor upon execution of this Agreement, and Grantor grants such easement rights as are necessary to construct the pipeline in accordance with such drawings. Grantee also agrees that to move equipment across the Heart of Iowa Nature Trail, it will use mats to minimize damage to the trail. Grantee will restore the trail to meet or exceed its condition prior to construction. Grantee shall use 3/8" minus crushed limestone (screenings) to restore trail surfacing. Grantee will compact limestone after application with a compacting roller.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, current trail purposes and future trail purposes North of the 260th Street crossing and East of the 520th Ave crossing, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

8. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than trails, streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping, however, the easement crosses a natural area and existing trees may be present so long as they do not interfere with the safety of, access to, or operation and maintenance of the pipeline. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

9. From the date of this Agreement to the end of construction of the pipeline, as determined by Grantee, Grantee, its successors and assigns, have the right to trim or cut down or eliminate trees or shrubbery, in the Pipeline Easement and Temporary Construction Easement areas as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline. After the end of construction, as determined by Grantee, Grantee shall have the right to trim or cut down or eliminate trees or shrubbery within the Pipeline Easement area upon Grantor's consent of Grantee's methods, means and dates of removal of vegetation. Written request shall be received by Grantor at least 10 business days prior to removal and Grantor's consent shall not be unreasonably withheld or delayed. Throughout the term of this easement, in addition to the rights to trim or eliminate trees or shrubbery, Grantee has the right to remove other possible hazards to the Pipeline Easement and Temporary Construction Easement areas, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

10. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

11. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in

fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

12. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement. Grantee agrees to comply with the land restoration rules and requirements set forth by the Iowa Utilities Board in 199 Iowa Administrative Code chapter 9 and the requirements of Iowa Code 479B.20.

13. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees. Grantee's obligation to indemnify and hold Grantor harmless under this Section explicitly includes but shall not be limited to: (i) any claim or liability related to any and all liens filed against or attaching to Grantor's Property resulting from or arising out of Grantee's use of the Easements or construction activities and not caused by Grantor; and (ii) any claim or liability brought by third parties such as neighboring landowners resulting from or arising out of Grantee's use of the Easements and not caused by Grantor.

14. Grantee shall carry the following insurance at any and all times Grantee or any person or entity acting on Grantee's behalf is on or about the Easement or acting pursuant to this Agreement, to the extent then available in the specified form, or comparable insurance on a substitute form:

- (a) Workers' Compensation and Employer's Liability Insurance. Workers' Compensation-Statutory Limits/Employer's Liability Limits-\$500,000.00.
- (b) Commercial General Liability ("CGL") and Umbrella Liability Insurance. Grantee shall maintain commercial general liability insurance and commercial umbrella insurance with an aggregate limit of not less than \$10,000,000.00 each occurrence. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. As allowed by state law, Grantee shall obtain coverage for liability arising from sudden and accidental pollution, explosion, collapse, underground property damage, or employment-related practices.
- (c) Business Auto and Umbrella Liability Insurance. Grantee shall maintain business auto liability, and, if necessary commercial umbrella liability insurance with a limit of not less than \$2,000,000.00 each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos.

Grantee shall cause Certificates of Insurance evidencing the above coverage to be provided promptly to Grantor upon reasonable request. The insurance policies required under (b) and (c) above, shall name Grantor as an additional insured to the limits of Grantee's indemnity obligation under the Agreement; shall reflect that Grantor will receive 30 days prior written notice of cancellation or material change in coverage; and shall reflect that the insurer has waived any right of subrogation against Grantor. All insurance requirements may be met by a combination of primary and excess insurance policies.

15. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. In the event of assignment by Grantee, Grantee shall provide Grantor with written notice of the assignment within ninety (90) days. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

16. Should Grantee at any time permanently cease the use of and abandon the pipeline, Grantee shall comply with the abandonment requirements of 49 C.F.R. part 195 and Iowa Code § 479B.

17. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

18. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of the State of Iowa and all applicable federal laws.

19. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

20. This Agreement, including all exhibits, addendums and amendments thereto, contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

21. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed here from and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this _____ day of _____, 2016.

GRANTEE:

GRANTOR:

DAKOTA ACCESS, LLC

By: _____

Story County, Iowa

Name: _____

By:

56461 180th St

Title: _____

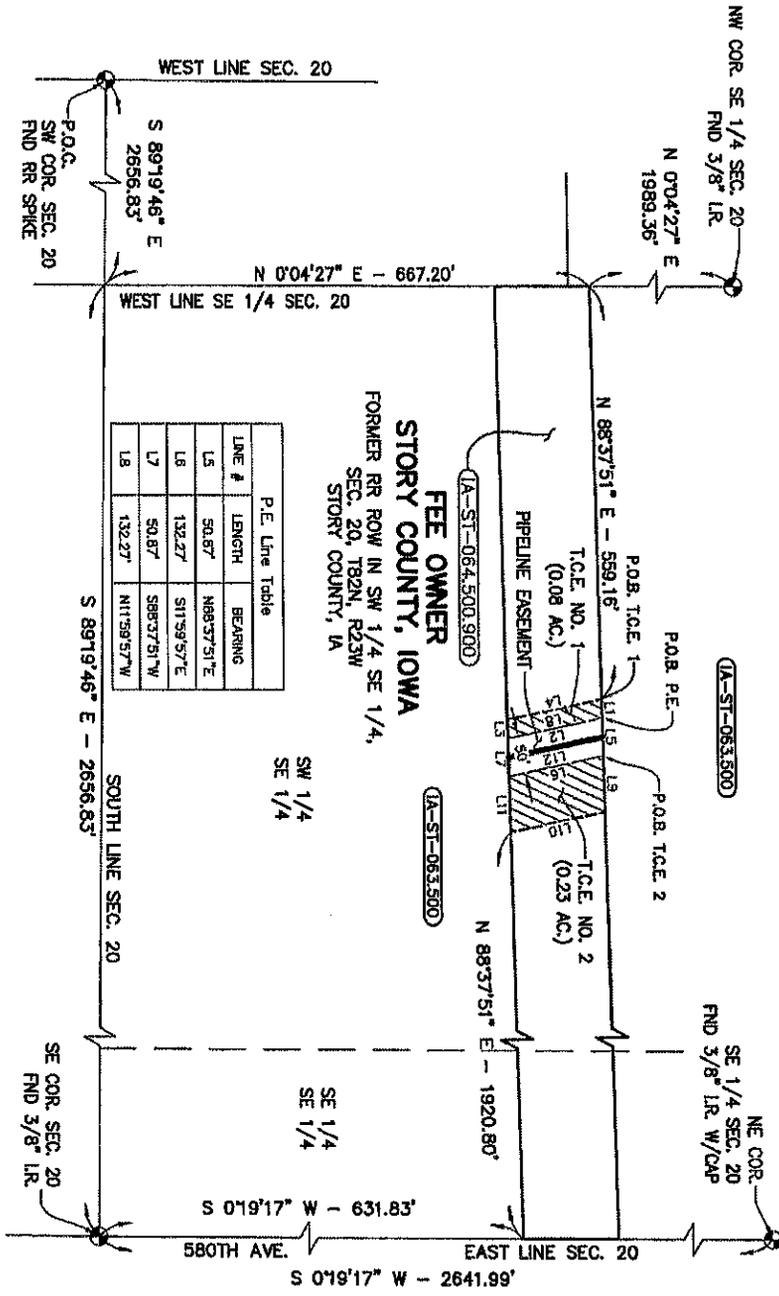
Ames, Iowa 50010-9451

Notary Public

My commission expires: _____

STORY COUNTY, IOWA

SECTION 20, TOWNSHIP 82 NORTH, RANGE 23 WEST OF THE 5TH P.M.



T.C.E. No. 1 Line Table		
LINE #	LENGTH	BEARING
L1	25.44'	N88°37'51"E
L2	132.27'	S11°59'57"E
L3	25.44'	S88°37'51"W
L4	132.27'	N11°59'57"W

T.C.E. No. 2 Line Table		
LINE #	LENGTH	BEARING
L9	76.31'	N88°37'51"E
L10	132.27'	S11°59'57"E
L11	76.31'	S88°37'51"W
L12	132.27'	N11°59'57"W

LENGTH OF PROPOSED PIPELINE: 132.27 FEET = 8.02 RODS
 PIPELINE EASEMENT: (0.15 AC.)
 TEMPORARY CONSTRUCTION EASEMENT: (0.31 AC.)

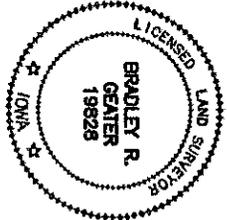
REV.	DATE	BY	DESCRIPTION	CHK.
1	02/22/16	CD		
0	08/05/15	ERG		

PROJECT NO. DAKOTA ACCESS PIPELINE 10395700
WOOD GROUP MUSTANG, INC.
 11209 PARK BOW HOUSTON, TX 77064
 TEL: 832-669-9000

STORY COUNTY		IOWA	
DRAWN BY:	DATE	DWG. NO.	REV.
ERG	08/05/15	IA-ST-064.500.900	1
CHECKED BY:	DATE		
APP.			
SCALE: 1" = 200'			



DAKOTA ACCESS, LLC



NOTES:

- THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
- BASES OF BEARINGS: NAD 83, UTM ZONE 15, URSF

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: *Bradley R. Geater* DATE: 2/26/16
 BRADLEY R. GEATER LICENSE NUMBER 19828

MCCLURE ENGINEERING COMPANY
 1360 NW 121ST ST, CLIVE, IOWA 50325, 515-984-1229
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2017
 PAGES OR SHEETS COVERED BY THIS SEAL: 2 SHEETS



- LEGEND**
- P.O.C. - POINT OF COMMENCEMENT
 - P.O.B. - POINT OF BEGINNING
 - P.E. - PIPELINE EASEMENT
 - T.C.E. - TEMPORARY CONSTRUCTION EASEMENT
 - SECTION OR QUARTER CORNER
 - FOUND MONUMENT

**DAKOTA ACCESS PIPELINE PROJECT
IOWA CALCULATION WORKSHEET**

Tract Number: IA-ST-064,500.900
 Landowner Name: Story County, Iowa

Date _____

Permanent Easement and Temporary Work Space

ROW	<u>0.15</u>	(acres) X	<u>\$ 16,500.00</u>	x	100%	=	<u>\$</u>	<u>2,475.00</u>
TWS	<u>0.31</u>	(acres) X	<u>\$ 16,500.00</u>	x	50%	=	<u>\$</u>	<u>2,557.50</u>
ATWS	_____	(acres) X	<u>\$ 16,500.00</u>	x	50%	=	<u>\$</u>	<u>-</u>

Total Acres 0.46 TOTAL ROW COMPENSATION **\$ 5,032.50**

Crop Damages:

Crop Type	acres		Bushels, Tons, Bales			\$/Unit	\$/Crop
Corn	<u>0</u>	X	Unit/Ac	<u>0</u>	X	<u>\$ -</u>	<u>\$ -</u>
Beans	<u>0</u>	X	Unit/Ac	<u>0</u>	X	<u>\$ -</u>	<u>\$ -</u>
	<u>0</u>	X	Unit/Ac	<u>0</u>	X	<u>\$ -</u>	<u>\$ -</u>
Total Acres:	<u>0</u>		1st Year	100%	=	<u>\$ -</u>	<u>-</u>
			2nd Year	80%	=	<u>\$ -</u>	<u>-</u>
			3rd Year	60%	=	<u>\$ -</u>	<u>-</u>

Total Crop Damages **\$ -**

Other Compensation to be Calculated:

Describe: Management adjustment - B \$ 19,967.50

Calculate: _____ X _____ per Agreement _____ = _____

Total Other Damages **\$ 19,967.50**

Total Damages **\$ 19,967.50**

Total Compensation **\$ 25,000.00**

AGENT: _____	DATE: _____
LANDOWNER: _____	DATE: _____
LANDOWNER: _____	DATE: _____
LANDOWNER: _____	DATE: _____
LANDOWNER: _____	DATE: _____

Preliminary Route - Subject to Change
 Notification Corridor is approximately 3/4 Mile Wide

Dakota Access Pipeline Project
 Story County

 Dakota Access Pipeline (Preliminary Route)
 Notification Corridor
 Project Counties

