

FCU-2016-0008

**FILED WITH
Executive Secretary
May 02, 2016
IOWA UTILITIES BOARD**

EASEMENT AGREEMENT
Recorder's Cover Sheet

Preparer Information:

Jennifer Hodge Burkett
309 East 5th Street, Suite 202A
Des Moines, IA 50309
(515) 242-8906

Taxpayer Information:
(Name & Address of Owner)

Gary Verploegh and Karen Verploegh
3033 York Avenue
Fremont, Iowa 52561

Return Document To:

Rick Hoyer
c/o Dakota Access, LLC
11103 Aurora Avenue Bldg. 5
Urbandale, IA 50322

Grantors:

(Name of Owner)

Gary Verploegh and Karen Verploegh, husband and wife, as joint tenants and not as tenants in common, with all and full rights of survivorship

Grantees:

Dakota Access, LLC

Legal Description: See Page 2

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

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 subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement 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 on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will pay damages for CRP losses caused by its 30" pipeline through the State of Iowa. Grantee requires all landowners with CRP to sign a FSA Release Form so it may obtain a copy of the FSA Agreement. A copy of the agreement will help to insure compliance and minimize losses. The damage Grantee agrees to pay is related to a CRP contract entered into prior to the acquisition of an easement for Grantee, and is for property directly impacted by said easement. Grantee will pay damages related to a partial or full revocation of CRP contract including reimbursements and loss of future income.

6. 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, Pipeline Easement, or Access 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