Alliance Pipeline Inc.
99 Navaho Ave. Suite 101
Mankato, MN 56001

'98 MAY 18 AM 11 37

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RECORDER

36.00

29-3626

Prepared by: Steve Stump, Iowa Land Manager, 3343 Southgate Ct. SW, Ste 201, Cedar Rapids, IA 52404 (319) 362-0699
name address telephone

Tract No. IA-DE-0386

ALLIANCE PIPELINE L.P.

EASEMENT AND RIGHT-OF-WAY AGREEMENT

For and in consideration of the sum of Ten and 00/100 Dollars ($10.00), in hand paid, the mutual promises of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Gladys L. Worm (Contract Seller) and James R. Worm and Lorene Worm, Husband and Wife (Contract Buyers), whose mailing address is RR 1 Manchester, IA 52057 (hereinafter called "Grantor") does hereby grant, sell, convey and warrant unto Alliance Pipeline L.P., a Delaware limited partnership, having its principal place of business at 400, 605 - 5 Avenue SW, Calgary, Alberta, Canada, T2P 3H5, its successors and assigns (hereinafter called the "Grantee"), an exclusive right-of-way and perpetual easement for the purposes of surveying, laying, constructing, inspecting, maintaining, operating, repairing, replacing, altering, reconstructing, removing and abandoning in place a pipeline, together with all fittings, cathodic protection equipment, pipeline markers, and all other equipment and appurtenances thereto, for the transportation of natural gas, and associated liquids or substances, along routes convenient for Grantee's operations on, over, under, across and/or through a strip of land 60 feet in width, as described under the heading "Permanent Easement and Right-of-Way" in Exhibit A, which is attached hereto and made a part hereof. In addition, during the original construction of the pipeline, the easement and right-of-way granted hereunder shall also include the area described under the headings "Temporary Work Space" and "Additional Temporary Work Space" in Exhibit A hereto. Grantee may temporarily use additional temporary workspace adjacent to the area described in Exhibit A hereto to the extent necessary during construction of Grantee's pipeline.

The aforesaid rights, privileges, easement and right-of-way are herein granted subject to the following terms, stipulations and conditions which are hereby covenanted and agreed to by the Grantor. By acceptance of any of the benefits hereunder, the Grantee shall be deemed to have agreed to be bound by the covenants applicable to Grantee hereunder.

1. Unless otherwise expressly provided herein, Grantee shall construct and install its pipeline in a manner consistent with the Agricultural Impact Mitigation Agreement entered into between Grantee, the Iowa Attorney General's Office, the Iowa Department of Agriculture and Land Stewardship and the Office of Consumer Advocate, on September 2, 1997 and September 3, 1997.

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2. Provided its use does not in any manner interfere with or prevent the exercise by Grantee of its rights hereunder, or create any actual or potential hazard to the pipeline or its appurtenances, the undersigned Grantor, his successors, heirs or assigns, reserve all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands; provided, however, that the Grantee shall have the right hereafter to cut, keep clear and remove all trees, brush, shrubbery, structures and other obstructions or facilities in the easement being conveyed which are deemed by Grantee to injure, endanger or interfere in any manner with the proper and efficient construction, use, inspection or maintenance of said pipeline, or fittings, cathodic protection equipment and other appurtenances thereto; and, provided, further, that Grantor shall not excavate or otherwise alter the ground elevation, construct any dam or otherwise create a water impoundment within or over the easement without prior authorization of the Grantee. The Grantee shall have all privileges necessary or convenient for the full use of the rights herein granted, together with reasonable ingress and egress along the said pipeline. Grantee shall have the right to remove all fences from the easement as required for purposes of construction of Grantee's pipeline and Grantee shall repair all such fences promptly upon completion of construction on Grantor's property. Following the commencement of construction of the pipeline, Grantee shall continue to own the pipeline and all other equipment and facilities it installs or constructs within the easement and right-of-way.

3. The Grantee, by the acceptance hereof, agrees to pay for damages to crops, pasture, fences, drainage tile, structures and timber which may arise from the laying, constructing, maintaining, operating, repairing, replacing or removing of the said pipeline.

4. Any payment hereunder may be made or mailed to the Grantor at the address shown above or to

_____

_____

_____

who is hereby appointed agent and authorized to receive and receipt for same, and who is also appointed the true and lawful attorney in fact for the undersigned. The agency and power of attorney granted by Grantor to its agent hereunder shall not be deemed revoked until written notice from Grantor has been received by Grantee.

5. Except as provided above with respect to limitations on damages, Grantee shall indemnify Grantor from any loss, damages claims or actions resulting from Grantee's use of the easement and right-of-way, unless such loss, damage, claim or action results from the negligence, intentional acts or willful misconduct or omission of the Grantor. Grantor shall indemnify Grantee from any loss, damages, claims or actions alleging injury to Grantor, its invitees, licensees, agents or employees who enter the easement area, unless such loss, damage, claim or action results from the negligence or willful misconduct of the Grantee.

6. The undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend this easement and right-of-way unto the Grantee, its successors and assigns, against every person claiming or to claim the same, or any part thereof. The easement and right-of-way granted hereby shall create a covenant and burden upon Grantor's land running therewith.

7. The Grantor agrees to execute and deliver to Grantee, without additional compensation, any additional documents needed to correct the legal description of the easement area to conform to the easement and right-of-way actually occupied by the pipeline. Said document, if required, will be prepared by Grantee at its expense.

8. The rights granted hereby may be assigned by Grantee in whole or in part.

9. This Agreement shall be governed by the law of the State in which the land is situated.

10. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument. Grantor's spouse, if not a titleholder, executes this Easement and Right-of-Way for the purpose of relinquishing all spousal rights including dower, homestead and distributive share. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the 27th day of January, 1998.

GRANTOR:
SS#:

By: Gladys L Worm - James R Worm P.O.A.
Gladys L. Worm, Contract Seller
James R. Worm, Attorney-in-Fact
SS#: [redacted]

By: James R Worm
James R. Worm, Contract Buyer
(Husband)

SS#: [redacted]

By: Lorene E. Worm
Lorene Worm, Contract Buyer
(Wife)
a/k/a Lorene E. Worm
SS#:

By:_____

ACKNOWLEDGMENTS

INDIVIDUAL:

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

This instrument was acknowledged before me on JAN 27, 1998 by JAMES R. WORM AND LORENE WORM.

NOTARIAL SEAL IOWA
RICHARD E MASON
MY COMMISSION EXPIRES
1-13-99

Richard E. Mason
, Notary Public

REPRESENTATIVE CAPACITY:

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

This instrument was acknowledged before me on JAN. 27, 1998 by JAMES R. WORM as POWER OF ATTORNEY of GLADYS L. WORM.

NOTARIAL SEAL IOWA
RICHARD E MASON
MY COMMISSION EXPIRES
1-13-99

Richard E. Mason
, Notary Public

ALLIANCE pipeline™

ALLIANCE PIPELINE LIMITED PARTNERSHIP

Tract No. IA-DE-0386
GLADYS L. WORM, ET AL

EXHIBIT "A"

REFERENCE LINE DESCRIPTION*

PERMANENT EASEMENT

BEING A PERMANENT EASEMENT AND RIGHT OF WAY, SIXTY (60) FEET IN WIDTH, OVER, UNDER AND ACROSS THAT CERTAIN PARCEL OF LAND DESCRIBED AS THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 88 NORTH, RANGE 5 WEST, DELAWARE COUNTY, IOWA. SAID PROPERTY BEING DESCRIBED IN A REPORT OF CHANGE OF TITLE, RECORDED IN VOLUME 3, PAGE 378 OF THE DEED RECORDS OF DELAWARE COUNTY, IOWA. SAID PERMANENT EASEMENT AND RIGHT OF WAY BEING FIFTEEN (15) FEET NORTHEASTERLY AND FORTY FIVE (45) FEET SOUTHWESTERLY OF THE FOLLOWING DESCRIBED REFERENCE LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PROPERTY IN SECTION 32, TOWNSHIP 88 NORTH, RANGE 5 WEST, THENCE NORTHERLY ALONG THE WEST LINE OF SAID PROPERTY, A DISTANCE OF 340 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 65° EAST, A DISTANCE OF 230 FEET TO A POINT;

THENCE SOUTH 36° EAST, A DISTANCE OF 250 FEET TO THE TERMINAL POINT OF SAID REFERENCE LINE. SAID TERMINAL POINT BEING IN THE SOUTH LINE OF SAID PROPERTY, BEING 330 FEET EAST OF THE SOUTHWEST CORNER OF SAID PROPERTY IN SECTION 32, TOWNSHIP 88 NORTH, RANGE 5 WEST, DELAWARE COUNTY, IOWA, BEING 29 RODS IN LENGTH AND CONTAINING 0.6 ACRE OF LAND, MORE OR LESS.

TEMPORARY WORK SPACE

BEING A STRIP OF LAND, FORTY FIVE (45) FEET IN WIDTH, CONTIGUOUS TO AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE ABOVE DESCRIBED PERMANENT EASEMENT AND RIGHT OF WAY, EXTENDING OR SHORTENING AT THE SIDE LINES OF SAID TEMPORARY WORK SPACE EASEMENT TO INTERSECT WITH AND TERMINATE AT THE EAST RIGHT OF WAY LINE OF A TOWNSHIP ROAD AND THE NORTH RIGHT OF WAY LINE OF A COUNTY ROAD, CONTAINING 0.4 ACRE OF LAND, MORE OR LESS.

ADDITIONAL TEMPORARY WORK SPACE

BEING TWO (2) ADDITIONAL TEMPORARY WORK SPACE EASEMENTS. THE FIRST AND SECOND ADDITIONAL TEMPORARY WORK SPACE EASEMENTS BEING FIFTY (50) FEET IN WIDTH BY ONE HUNDRED TWENTY FIVE (125) FEET IN LENGTH (ONE HUNDRED TWENTY FIVE (125) FEET SHALL BE THE SHORTEST SIDE IN LENGTH) STRIPS OF LAND. THE FIRST BEING CONTIGUOUS TO THE EAST RIGHT OF WAY LINE OF A TOWNSHIP ROAD, CONTIGUOUS TO AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE ABOVE DESCRIBED TEMPORARY WORK SPACE EASEMENT. THE SECOND BEING CONTIGUOUS TO

THE NORTH RIGHT OF WAY LINE OF A COUNTY ROAD, CONTIGUOUS TO AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE ABOVE DESCRIBED TEMPORARY WORK SPACE EASEMENT. THE FIRST AND SECOND ADDITIONAL TEMPORARY WORK SPACE EASEMENTS CONTAINING 0.3 ACRE OF LAND, MORE OR LESS.

***NOTE: THIS IS NOT A SURVEY, ALL BEARINGS AND DISTANCES ARE APPROXIMATE**

10/30/97 (Ver. 1)

IOWA STATE BAR ASSOCIATION
Official Form No. 119 (Trade-Mark Registered, State of Iowa, 1967)

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

IA-DE-386

POWER OF ATTORNEY-SHORT FORM

Know All Men by These Presents: That the undersigned Bennie E. Worm and Gladys L. Worm

of Delaware County, Iowa,

do hereby make, constitute and appoint James R. Worm

of Delaware County, Iowa, their true and lawful Attorney-in-Fact, with full right, power and authority for them, and in their names, place and stead:

To perform any and all business necessary in the name of the undersigned including but not limited to:

1. Making deposits, withdrawals, or writing checks on any bank accounts;

2. Investing, cashing, and reinvesting any money belonging to the undersigned;

3. Collecting money due or paying any bills of the undersigned;

4. Executing any instruments or documents necessary with respect to any Medicare or Social Security business of the undersigned;

5. Entering any safety deposit box and placing anything therein or removing anything therefrom;

6. Any other matters that are deemed necessary by our Attorney-in-Fact to be handled for the undersigned.

This Power Of Attorney shall further authorize James R. Worm to proceed to make any medical decisions necessary to our best interests should we be unable to make such decisions ourselves.

This Power Of Attorney is a full Power Of Attorney and shall encompass any and all matters having to do with any business or personal affairs of the undersigned and shall not be limited in any way by the foregoing recitations. This Power Of Attorney shall not be affected by the disability of the principals.

Giving and Granting unto said Attorney-in-Fact the full power and authority to do and perform each and every act, deed, matter, and thing whatsoever required and necessary to be done in and about the foregoing, as fully as the undersigned might or could do if personally present and acting.

The undersigned further direct that this Power of Attorney shall take effect immediately ~~and shall be irrevocable unless and until such time as there is filed of record a duly acknowledged revocation of this instrument in the recorder's office in which the instrument containing this power is recorded.~~

Each of the undersigned do hereby authorize said Attorney-in-Fact to relinquish all our rights of dower, homestead and distributive share in and to the above described premises.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 8 day of August, 1987, at Manchester, Iowa.

Bennie E. Worm
Bennie E. Worm

Gladys L. Worm
Gladys L. Worm

Please type or print names under signatures as per Sec. 335.2 Code of Iowa as amended

STATE OF IOWA, DELAWARE COUNTY, ss:

On this 8 day of August, A. D. 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Bennie E. Worm and Gladys L. Worm

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

E. Michael Carr
E. Michael Carr, Notary Public in and for said State

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