Alliance Pipeline
99 Navaho Ave Ste 101
Mankato, MN
56001

DELAWARE COUNTY IOWA
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BOOK 1999 PAGE 1813
RECORDED
DELAWARE CO. RECORDER
436.00

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

Tract No. IA-DE-0369

**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, Ronald M. Bockenstedt and Michelle R. Bockenstedt (Husband and Wife), whose mailing address is 1215 240th Street 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, and removing one pipeline, together with all fittings, cathodic protection equipment, pipeline markers, and all other equipment and appurtenances thereto, excluding any and all above ground appurtenances, 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.

**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. The Permanent Easement and Right-of-Way will revert back to Grantee upon abandonment of the pipeline.

**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. Said damages, if not mutually agreed upon, shall be determined by arbitration before three (3) disinterested persons, having appropriate experience and expertise, one to be appointed by Grantor, one appointed by Grantee, and a third appointed by the two appointed persons, and the award of the three (3) persons shall be final and conclusive. Grantor and Grantee shall pay the cost of their arbitrator and one-half of the cost of the third arbitrator. If any party should fail to promptly appoint an arbitrator, the other party may make a motion before any court of competent jurisdiction for appointment of an arbitrator, on behalf of another non-performing party.

**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.** Alliance agrees that it will be responsible for reasonably compensating Landowner for damages, losses or inconveniences that are caused by the construction, installation, operation or maintenance of the pipeline. These damages, losses, or inconveniences may include, but are not limited to, loss or damage to crops, pasture, timber, trees, livestock, fences, drain tiles, irrigation systems or farm equipment.

In the event Landowner suffers such loss, damage or inconvenience, Landowner shall notify Alliance, by telephone or in writing, within a reasonable time. Landowner shall provide specific details regarding the nature and amount of its claimed loss, damage or inconvenience. Landowner shall provide a current telephone number and mailing address with such notice. Notice shall be made to the telephone number or address provided to Landowner by Alliance as required by section 19 F of the Agricultural Impact Mitigation Agreement between Alliance and the Iowa Attorney General's Office and Iowa Department of Agricultural and Land Stewardship, or such other telephone number and address provided by Alliance for purposes of providing notice hereunder.

Alliance shall respond to Landowner's notice within 48 hours of receipt of such notice (weekends and holidays shall not be included in the 48 hours). Alliance's response shall be by telephone; provided that, if a telephone number is not provided, or if Landowner is unavailable to receive a telephone response, Alliance may respond by posting a letter to Landowner, by certified mail, return receipt requested. For each 24-hour period or portion thereof that Alliance fails to call or post a letter to Landowner beyond such 48-hour response period, Alliance shall be liable for a $250.00 penalty, in addition to any damages.

Within 72 hours of Alliance's response either: (i) Alliance shall authorize landowner to incur reasonable repair or mitigation expense, to be reimbursed by Alliance; or (ii) an Alliance representative with authority to resolve the landowner's claim shall appear at landowner's property to assess and resolve the claim.

**7.** 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.

**8.** 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.

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

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

**11.** 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 1 day of May 1999.

GRANTOR:

By: Ronald M. Bockenstedt
Ronald M Bockenstedt (Husband)

BY: Michelle R. Bockenstedt
Michelle R. Bockenstedt (Wife)

ACKNOWELDGMENT

**INDIVIDUAL:**

STATE OF IOWA )
) ss:
DELAWARE COUNTY )

This instrument was acknowledged before me on 1 MAY, 1999 by RONALD M. BOKENSTEDT AND MICHELLE R. BOKENSTEDT.

Charles Laughlin
_____, Notary Public

CHARLES LAUGHLIN
MY COMMISSION EXPIRES
March 16, 2000

**REPRESENTATIVE CAPACITY:**

STATE OF IOWA )
) ss:
_____ COUNTY )

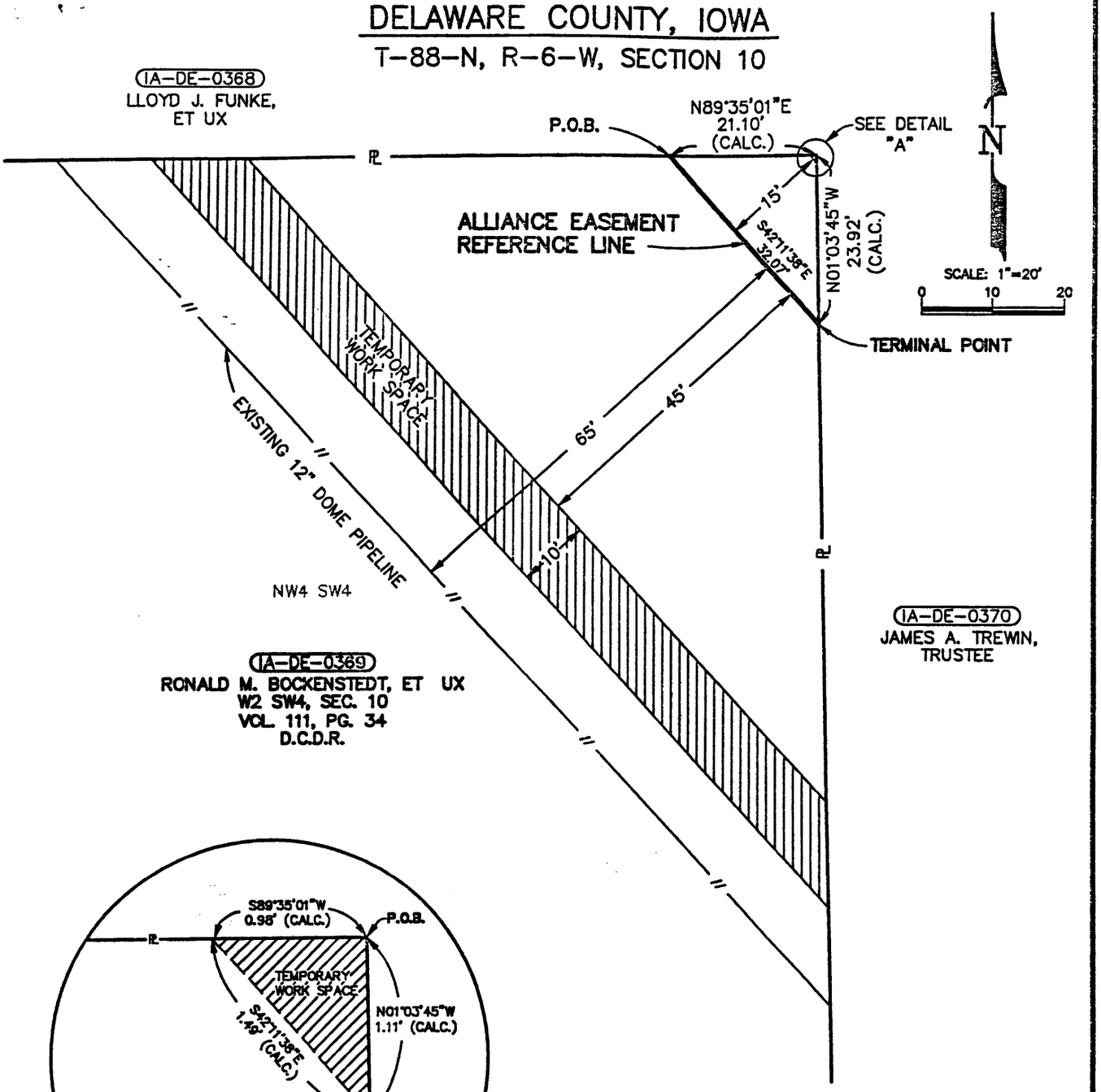
This instrument was acknowledged before me on _____, 199___ by _____ as _____ of _____.

_____
_____, Notary Public

NV:C:\Word\Alliance Pipeline\Acknowledgment Forms.doc

# DELAWARE COUNTY, IOWA

## T-88-N, R-6-W, SECTION 10







DETAIL "A"
N.T.S.

TOTAL LENGTH: 32.07 FEET
PERMANENT EASEMENT : 0.09 ACRE
TEMPORARY WORK SPACE : 0.03 ACRE

| | | | | |
|---|---|---|---|---|
| 2 | SURVEY 2 REVISION | UEI REV. | LAG CKD. | APR. |
| 1 | 3/4/98 DATE | | | |
| NO. | | | | |

ALLIANCE pipeline

LINE LIST NO.: IA-DE-0369

RONALD M. BOCKENSTEDT, ET UX
PROPERTY PLAT

DELAWARE COUNTY, IOWA

| | | |
|---|---|---|
| DRAWN BY: JSR | DATE: 6/29/98 | APPROVED BY: LAG |
| CHECKED BY: GG | DATE: 6/29/98 | DATE: 6/29/98 |
| SCALE: 1" = 20' | DWG NO.: APL-2604A-8369P | |

EXHIBIT "A"
PAGE 1 OF 2

# REFERENCE LINE DESCRIPTION

BEING A SIXTY (60) FOOT WIDE PERMANENT EASEMENT AND RIGHT OF WAY OVER, UNDER AND ACROSS THAT CERTAIN PARCEL OF LAND DESCRIBED AS THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, BEING MORE SPECIFICALLY DESCRIBED AS THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, TOWNSHIP 88 NORTH, RANGE 6 WEST, DELAWARE COUNTY, IOWA, SAID PROPERTY BEING DESCRIBED IN A DEED RECORDED IN VOLUME 111, PAGE 34 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 A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, FROM WHICH THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, BEARS NORTH 89°35'01" EAST, A DISTANCE OF 21.10 FEET, BEING APPROXIMATELY SIXTY FIVE (65) FEET NORTHEASTERLY OF AND PARALLEL WITH AN EXISTING 12' DOME PIPELINE THE FOLLOWING COURSE AND DISTANCE;

THENCE SOUTH 42°11'38" EAST, A DISTANCE OF 32.07 FEET TO THE TERMINAL POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, FROM WHICH THE SAID NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, BEARS NORTH 01°03'45" WEST, A DISTANCE OF 23.92 FEET, EXTENDING OR SHORTENING AT THE SIDELINES OF SAID PERMANENT EASEMENT AND RIGHT OF WAY TO INTERSECT WITH AND TERMINATE AT SAID NORTH AND EAST LINES OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, AND SAID PERMANENT EASEMENT CONTAINING 0.09 ACRE OF LAND.

# TEMPORARY WORK SPACE DESCRIPTION

BEING TWO (2) TEMPORARY WORK SPACE EASEMENTS, THE FIRST BEING A TRIANGULAR PARCEL OF LAND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10;

THENCE SOUTH 89°35'01" WEST, A DISTANCE OF 0.98 FEET TO A POINT;

THENCE SOUTH 42°11'38" EAST, A DISTANCE OF 1.49 FEET TO A POINT;

THENCE NORTH 01°03'45" WEST, A DISTANCE OF 1.11 FEET TO THE POINT OF BEGINNING. THE SECOND BEING A TEN (10) FOOT WIDE STRIP OF LAND, PARALLEL WITH AND ADJACENT TO THE SOUTHWESTELY LINE OF THE ABOVE DESCRIBED SIXTY (60) FOOT WIDE PERMANENT EASEMENT AND RIGHT OF WAY, EXTENDING OR SHORTENING AT THE SIDELINES TO INTERSECT WITH AND TERMINATE AT SAID NORTH AND EAST LINES OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10. THE FIRST AND SECOND TEMPORARY WORK SPACE EASEMENTS CONTAINING 0.03 ACRE OF LAND.

NOTE: BEARINGS ARE BASED ON UTM ZONE 15, AND DERIVED FROM G.P.S. METHODS.

ISSUED WITH SURVEY REV. 2 DATE: 3/24/99