

Prepared By/Return To:

Katie Johnson, Iowa Department of Transportation, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010 (515)239-1633

# State of Iowa

## OFFICE OF THE SECRETARY OF STATE STATE LAND OFFICE

Easement No. 6070E

The **STATE OF IOWA**, pursuant to Iowa Code Section 306.45, subject to conditions listed in this easement, hereby conveys a permanent easement for pipeline to **Buckeye Pipe Line Transportation, LLC**, a Delaware limited liability company, and its heirs, assigns, and successors in interest in real estate in **Pottawattamie** County, Iowa, described as:

A 50' permanent easement located in the SW¼ NE¼ of Section 18, Township 74 North, Range 43 West of the 5<sup>th</sup> P.M., Pottawattamie County, Iowa, as shown on Exhibit "A" attached hereto and by this reference made a part hereof, said easement being 25' on either side of the following described centerline:

Beginning at a point in the Northeast Quarter of Section 18, which lies N62°26'19"E 941.04 feet from the center of said Section, thence S88°30'07"E 208.78 feet; thence S01°20'55"W 200.67 feet; thence S88°04'30"E 251.62 feet to a point in the NE¼, which lies N80°16'28"E 1308.71 feet from the center of said Section, total length equals 661.07 feet or 40.06 rods,

said easement contains 0.759 acre more or less, and is subject to Exhibits "B" and "C" (Safety Requirements) attached hereto and by this reference made a part hereof.

**CONDITIONS:** Consideration for the grant of this easement pursuant to Iowa Code section 306.45 is set forth in the certificate of the **Right of Way Director of the Iowa Department of Transportation** filed with the State Land Office. This easement is subject to the conditions imposed by Iowa Code sections 306.24, and 306.45, and to all other conditions imposed by law, and to the right of a utility association, company or corporation to continue in possession of a right of way in use at the time of this conveyance.



I, **Terry E. Branstad**, Governor of the State of Iowa, have caused this instrument to be issued and the Great Seal of the State of Iowa to be affixed at Des Moines, on this 9<sup>th</sup> day of March, 2016.

  
Terry E. Branstad, Governor of Iowa

  
Paul D. Pate, Iowa Secretary of State

I hereby certify that the foregoing Easement is recorded in Vol. 27 Page 119 in the State Land Office.

  
Paul D. Pate, Iowa Secretary of State

# EXHIBIT "A"

## POTTAWATTAMIE COUNTY, IA

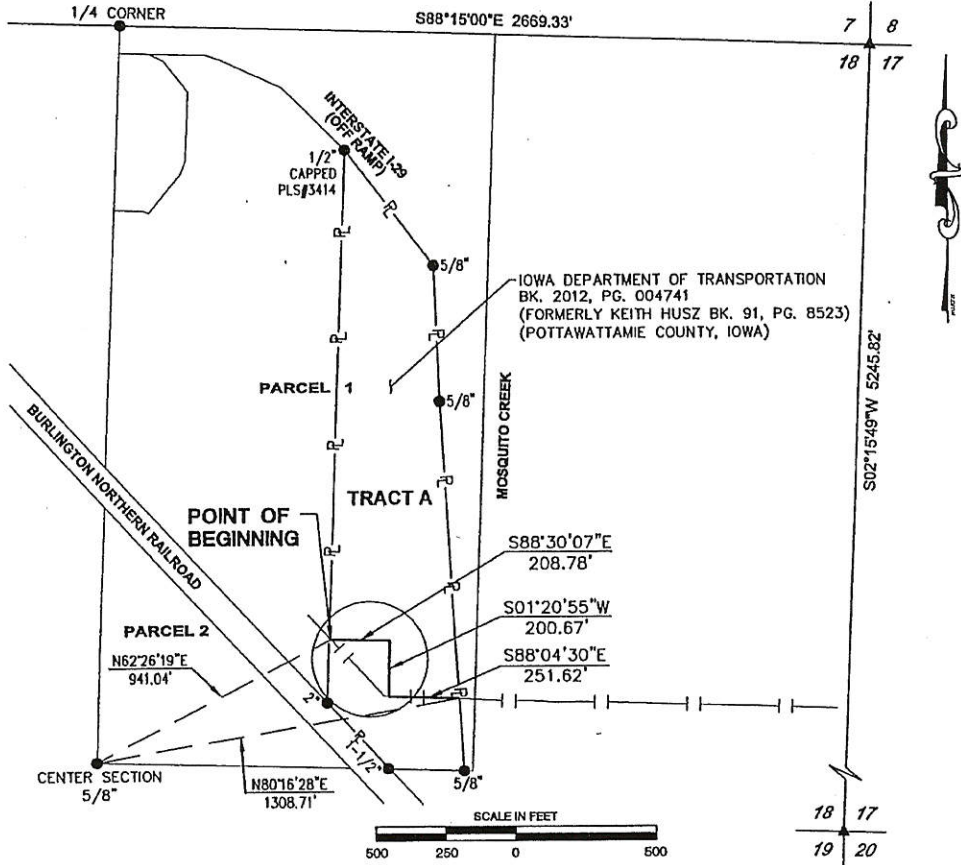
SW1/4, NE1/4  
SECTION 18, T74N, R43W  
WEST OF THE 5TH P.M.

**LEGEND**

- = CONCRETE MONUMENT FOUND
- = IRON ROD FOUND
- = BROKEN LINE NOT SCALABLE
- = PROPERTY LINE
- = EXISTING PIPELINE

**LEGEND (CONTINUED)**

- P.M. = PRINCIPAL MERIDIAN
- P.E.R.W. = PERMANENT EASEMENT & RIGHT OF WAY
- N.T.S. = NOT TO SCALE



**DESCRIPTION**

CENTERLINE SURVEY OF A 50' PERMANENT EASEMENT CROSSING IOWA DEPARTMENT OF TRANSPORTATION (BK. 2012, PG. 004741) LAND IN SECTION 18, TOWNSHIP 74 NORTH, RANGE 43 WEST, OF THE 5th P.M., POTTAWATTAMIE COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTHEAST QUARTER OF SECTION 18, WHICH LIES N62°26'19"E 941.04 FEET FROM THE CENTER OF SAID SECTION; THEN S88°30'07"E 208.78 FEET; THEN S01°20'55"W 200.67 FEET; THEN S88°04'30"E 251.62 FEET TO A POINT IN THE NORTHEAST QUARTER, WHICH LIES N80°16'28"E 1308.71 FEET FROM THE CENTER OF SAID SECTION. TOTAL LENGTH EQUALS 661.07 FEET OR 40.06 RODS AND CONTAINING 0.759 ACRES MORE OR LESS.

**NOTES**

- ALL BEARINGS & DISTANCES SHOWN HEREON ARE GRID BASED UPON NAD83 IOWA STATE PLANE, SOUTH ZONE, US SURVEY FEET DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY WILLBROS ENGINEERS (U.S.) LLC IN SEPTEMBER 2013.
- SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A BASELINE, MAPPING SELECTED FEATURES, AND LOCATING NECESSARY LAND LINE FOR EASEMENT ACQUISITION FOR A PIPELINE.

SIGNED AND SEALED THIS DATE 02/26/2014 AT HOBBBS, NEW MEXICO.

*Ronald J. Eidson*  
RONALD J. EIDSON  
MY LICENSE EXPIRES DECEMBER 31, 2014  
PROFESSIONAL LAND SURVEYOR  
IOWA REGISTRATION NO. 5300  
FIELD WORK COMPLETED: 09/2013

**IOWA DEPARTMENT OF TRANSPORTATION**

TOTAL DISTANCE ACROSS PROPERTY: 661.07 FEET  
OR 40.06 RODS  
AREA OF PERMANENT EASEMENT: 0.759 ACRES

PROVIDING SURVEYING SERVICES SINCE 1946  
**JOHN WEST SURVEYING COMPANY**  
412 N. DAL PASO  
HOBBBS, N.M. 88240  
(575) 393-3117 www.jwsc.biz

DRAWN	DSS	DATE	02/26/14
CHECKED	RJG	DATE	02/26/14
APP'D	JFS	DATE	10/14/13
SCALE	1"=500'	PAGE	1 OF 1
REV#	DATE	DESC.	
JOB NO.	52265/52048		
26-Feb-2014 : 3:34 PM			

BUCKEYE PARTNERS, L.P.  
FIVE TEK PARK  
9999 HAMILTON BLVD  
BREINIGSVILLE, PA 18031

**WILLBROS**  
WILLBROS ENGINEERS (U.S.) LLC  
16350 Park Ten Place  
Houston, TX, 77085  
(281) 616-0100

**EASEMENT EXHIBIT**

**BUCKEYE PIPE LINE TRANSPORTATION LLC**  
PERMANENT EASEMENT & RIGHT OF WAY  
ACROSS THE PROPERTY OF  
IOWA DEPARTMENT OF TRANSPORTATION

DRAWING NO. **IA-DOT-001** REV. **0**



## EXHIBIT B

1. The Right-of-Way and easement hereby granted shall be used for the construction, installation, operation, maintenance, reconstruction, replacement, and abandonment of a pipeline, and all appurtenances thereto, including markers, valves, and cathodic protection equipment, over, under, upon, through, and across the Right-of-Way for the transportation of gases, liquids, solids, or any combination thereof, together with the right at any time to enter upon said Right-of-Way on foot or with vehicles for any purpose connected with such use and to maintain such pipeline in good operating condition and to make such alterations, repairs, or replacements thereof from time to time as Grantee may require; and also together with the right of reasonable ingress to and egress from said Right-of-Way over lands of Grantor to and from a public road or highway at such locations as Grantor may reasonably direct.
2. Grantor covenants and agrees not to place or permit the placement of any building, structure, tree, shrub, barrier, object, or material over, under, or upon said Right-of-Way which might interfere with Grantee's free access thereto or to said pipeline and appurtenances and Grantee's free and uninterrupted use thereof and exercise of its rights hereunder and not to engage in or permit any activity which would directly or indirectly alter the depth of soil cover over or under the pipeline or appurtenances and not to move or place heavy objects or materials within a limit of 25 feet of such pipeline or appurtenances. Grantee shall have the right to remove any object, barrier, or other material located in violation of the aforesaid limit or which otherwise might interfere with Grantee's free access to said Right-of-Way, pipeline, and appurtenances and Grantee's free and uninterrupted use thereof and exercise of its rights hereunder. Grantee shall have the right to remove and/or trim any trees or tree limbs and to mow, cut, or otherwise control any brush, weeds, or other undesirable vegetation located within or overhanging the Right-of-Way at any time, without any compensation due to Grantor.
3. Grantor shall retain the right to use and enjoy said Right-of-Way for any purpose, and to operate on said lands vehicles and equipment necessary to and normally associated with such uses, provided such uses and operation of such vehicles and equipment do not interfere with the exercise of the rights of Grantee hereunder and do not endanger said pipelines and appurtenances or interfere with Grantee's free and uninterrupted use thereof. Any such uses of the Right-of-Way by Grantor shall be in conformance with Grantee's then-current "Right-of-Way Use Restrictions" document.
4. Grantee covenants and agrees that said pipelines shall have a minimum initial depth of cover equal to thirty-six (36) inches and that after completion of construction of such pipeline and after any alteration, repair, or replacement thereof Grantee will restore the surface of the lands to its original elevation, contour, and condition insofar as may be practicable.
5. Grantee hereby releases, indemnifies and holds Grantor harmless from any damages and expenses for loss or injury to persons or property that may be caused by Grantee, its employees, representatives, agents or contractors and sub-contractors while performing its activities on or about Grantor's land, except to the extent such damages and expenses are caused solely by the intentional acts or omissions of Grantor.
6. It is hereby agreed that this Right-of-Way and the rights granted hereunder may be assigned in whole or in part by Grantee; that the covenants made herein shall extend to and be binding upon the administrators, personal representatives, successors, and assigns of the parties hereto; that no one representing himself to be an agent, officer, or employee of Grantee shall have authority to make any commitment or agreement in regard to the subject matter hereof which is not expressed herein and that no commitments and agreements other than those contained herein will be binding upon the Grantee; and that if the term "Grantor" represents more than one owner, a payment made to any one of them shall be accepted as and deemed payment to all.

## EXHIBIT C

The Parties acknowledge that the underlying fee to a portion of the easement area will be transferred by the Grantor to BNSF Railway Company ("BNSF") or CBEC Rail Company ("CBEC") at a later date. Any part of the easement area granted by this document, included in said future transfer, that will intersect or lie within BNSF's or CBEC's rail corridor shall be subject to the following:

### Safety Requirements:

Prior to entering the Premises, and at all times during the term of this Easement Agreement, Grantee shall comply, and shall cause its contractor, any subcontractor, any assignee, and any contractor or subcontractor of any assignee performing work on the Premises or entering the Premises on behalf of Grantee (collectively, "Grantee's Contractors"), to comply, with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) (collectively, "Laws"), and all of BNSF's or CBEC's applicable safety rules and regulations including those found on the website noted below.

No Grantee Party may enter the Premises without first having completed the safety orientation found on the website: [www.contractororientation.com](http://www.contractororientation.com).

Grantee shall not conduct any activities on, or be present on, any portion of the Premises or BNSF's or CBEC's rail corridor or property that is within twenty-five (25) feet of any active railroad track, except in the presence of a flagman. In any case where a flagman or flagmen are required in connection with the presence of individuals on BNSF's or CBEC's rail corridor or the Premises, Grantee shall provide as much advance notice as possible prior to any entry upon the Premises. BNSF or CBEC shall arrange for the presence of the flagman or flagmen as soon as practicable after receipt of such notice from Grantee.

Grantee will only use public roadways for vehicular crossings from one side of the tracks to the other.

If BNSF premises are to be entered, grantee shall notify BNSF's Roadmaster at 4302 GIBSON ROAD, Omaha, NE, telephone 402-422-5249 or 402-440-3717, at least ten (10) business days prior to construction of the Electric Supply Line and prior to entering the Premises for any subsequent maintenance thereon.

If CBEC premises are to be entered the grantee shall notify Iowa Interstate Roadmaster, Rance Lund, Located at 4 Locust St., Atlantic, IA 50022, Telephone 712-243-6723 or Cell number 319-330-4395, at least ten (10) business days prior to construction of the Electric Supply Line and prior to entering the Premises for any subsequent maintenance thereon.



COMPARED

Pottawattamie County, IA 2011-015271  
Recorder John Sciortino  
Book-Page: 2011-015271  
File Time: 11/23/2011 @ 10:44:28 AM  
Rec-\$35.00 Aud-\$0.00 RMA-\$1.00 ECM-\$1.00  
Current Transfer Tax Paid: \$0.00



C

R Fee 3500 ✓  
A Fee \_\_\_\_\_  
T Tax \_\_\_\_\_

Prepared by: Allyssa Sweeney 515-239-1757, Right of Way-Condemnation, 800 Lincoln Way, Ames, IA 50010  
Return to: Allyssa Sweeney 515-239-1757, Right of Way-Condemnation, 800 Lincoln Way, Ames, IA 50010

In the Matter of the Condemnation of Certain Rights in Land by the Iowa Department of Transportation for the Improvement of

CERTIFIED TRUE COPY

No. 29  
in the City of Council Bluffs  
located in Pottawattamie County, Iowa

APPLICATION TO THE CHIEF JUDGE OF THE 4th JUDICIAL DISTRICT FOR THE APPOINTMENT OF A COMMISSION TO APPRAISE DAMAGES

Project No. IMN-29-3(65)54--0E-78 Group "J"

TO: Jeffrey L. Larson, Chief Judge, 4th Judicial District including Pottawattamie County, Iowa

Comes now the Iowa Department of Transportation and states that the public interest requires that certain rights be acquired in Non-Agricultural land by Condemnation proceedings. The Iowa Department of Transportation, acting on behalf of the State of Iowa and/or its political subdivisions, has not been able to secure rights in lands by purchase and conveyance for the improvement of roads and streets. In accordance with Sec. 6B.2A, 6B.2B and 6B.3, the Code of Iowa, as amended by H.F. 476, the following is set forth:

**Description:** The lands and/or property rights sought to be condemned or affected are described on the attached Notice of Condemnation which is made a part of this Application. **Plat:** The location of the right of way or other property rights sought to be condemned or affected are shown on the plat(s) attached to and a part of the attached Notice of Condemnation.

**Minimum Land Needs:** The minimum amount of land necessary to achieve the public purpose is as described in and shown on the Notice of Condemnation and attached plat(s).

**Names and Addresses:** The names and addresses of the record owners, lienholders, encumbrancers and other persons affected by this proceeding are listed on the attached Notice of Condemnation.

**Purpose:** The Department of Transportation desires the rights specified in the lands sought to be condemned for the improvement and/or maintenance of roads and streets within the State of Iowa.

**Statement of Individual Rights:** The Iowa Department of Transportation has provided the owner(s) with a statement of their individual rights and written notification as required under Sec. 6B:2A.

**Good Faith Negotiations:** The Applicant has made an effort to negotiate in good faith with the

Recorded in the LAND OF IOWA  
27 (s) 670  
No. 6070E  
3-4-16

owner(s) to acquire the property sought to be condemned. These efforts include:

1. Provided the owner(s) with written notification at least 30 days prior to the intent to proceed with this public improvement.
2. Provided the owner(s) with a copy of the appraisal of the property sought.
3. Discussed the basis of determining value.
4. Reviewed the project design plans.
5. Discussed the contents of the acquisition contract.
6. Addressed owner's questions and concerns.
7. Provided the owner(s) with a written offer of the fair market value.

Based on these efforts, we were unable to reach an agreement.

**Agricultural Land:** A part of the lands sought to be appropriated may be classified as Class I or Class II within an agricultural area and, if so classified, is reasonably necessary for this internal improvement.

**Request:** NOW, THEREFORE, the Iowa Department of Transportation hereby requests the appointment of a compensation commission of six qualified persons to view the premises and appraise the damages which the owners, lienholders, encumbrancers and other persons affected will sustain by reason of this Condemnation.

Dated at Ames, Iowa, this 3 day of November, 2011.

IOWA DEPARTMENT OF TRANSPORTATION  
David S. Gorham  
Special Assistant Attorney General  
and General Counsel to the Iowa DOT

By David B. Younic  
David B. Younic  
Condemnation Unit Coordinator  
Office of Right of Way

Filed in my office at Council Bluffs, Iowa, this 10<sup>th</sup> day of November, 2011.

Jeffrey L. Larson  
Jeffrey L. Larson  
Chief Judge of the 4th Judicial District  
including Pottawattamie County, Iowa.

I certify that this Application for Condemnation has been approved by the Chief Judge.

David B. Younic 11/17/11  
Condemnation Unit Coordinator

Record	STATE LAND	OFFICE:
Vol. 27	Page(s) 671	
6070E		
3-4-16		



In the Matter of the Condemnation of  
Certain Rights in Land by the Iowa  
Department of Transportation for the  
Improvement of

Interstate Route No. 29

NOTICE

in the City of Council Bluffs

located in Pottawattamie County, Iowa

Project No. IMN-29-3(65)54--0E-78

Group "J"

TO:

Buckeye Terminals, LLC, c/o Corporation Service Company, Registered Agent, 505 5<sup>th</sup> Avenue, Suite 729, Des Moines, Iowa

Keith Husz, 11659 192<sup>nd</sup> Street, Council Bluffs, Iowa

City of Council Bluffs, Iowa, c/o City Clerk, 209 Pearl Street, Council Bluffs, Iowa

Pottawattamie County, Iowa, c/o County Auditor, 227 South 6<sup>th</sup> Street, Council Bluffs, Iowa

and to all other persons, companies or corporations having any interest in or owning any of the following described real estate: Part of the NW $\frac{1}{4}$  NE $\frac{1}{4}$  and the SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 18, Township 74 North, Range 43 West of the 5<sup>th</sup> P.M., in the City of Council Bluffs, Pottawattamie County, Iowa.

You, and each of you, are hereby notified that the State of Iowa desires certain rights in land more specifically described as follows and shown with reference to their location as to land affected on the plats Exhibit "A" and Exhibit "B" attached hereto and to the Application filed with the Chief Judge of the Judicial District containing Pottawattamie County, Iowa, and in the Office of the Sheriff of Pottawattamie County, Iowa, to which you are referred:

The title in fee simple sought to be appropriated is in land described as follows:

Two parcels of land, identified as Tract "A" and Tract "B", located in the NW $\frac{1}{4}$  NE $\frac{1}{4}$  and the SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 18, Township 74 North, Range 43 West of the 5<sup>th</sup> P.M., in the City of Council Bluffs, Pottawattamie County, Iowa, as shown on Acquisition Plat Exhibit "A", attached hereto and by this reference made a part hereof.

Said parcels are described as follows:

Pottawattamie County Project No. IMN-29-3(65)54--0E-78  
Buckeye Terminals, LLC (Parcel 384A)  
Continued on next page

Page 1

Recorded in the STATE	OFFICE
27	672
6670E	
3-4-16	

TRACT "A": Commencing at the Center of said Section 18; thence S88°22'39"E, 1036.63 feet along the south line of the SW¼ NE¼ of said Section 18 to a point on the present northeasterly right of way line of the Burlington Northern Railroad, the Point of Beginning; thence N42°36'47"W, 321.43 feet along said northeasterly right of way line; thence N2°16'47"E, 1973.20 feet to a point on the present westerly right of way line of Interstate Route No. 29; thence S37°05'35"E, 514.75 feet along said westerly right of way line to a point on the present westerly right of way line of the Mosquito Creek Drainage Ditch; thence along said westerly right of way line for the following 2 courses: S2°21'35"E, 485.47 feet; S3°21'47"E, 1322.43 feet to a point on the south line of the SW¼ NE¼ of said Section 18; thence N88°22'39"W, 268.99 feet along said south line to the Point of Beginning; said parcel contains 774,721 square feet.

and,

TRACT "B": Commencing at the Center of said Section 18; thence S88°22'39"E, 782.38 feet along the south line of the SW¼ NE¼ of said Section 18, the Point of Beginning; thence N33°14'32"W, 504.61 feet to a point on the present southwesterly right of way line of Burlington Northern Railroad; thence S42°36'47"E, 577.87 feet along said southwesterly right of way line to a point on the south line of the SW¼ NE¼; thence N88°22'39"W, 114.68 feet along said south line to the Point of Beginning; said parcel contains 23,740 square feet.

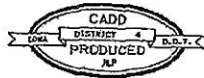
In connection with this condemnation proceeding it is specifically provided as follows:

1. Any and all improvements, including monitoring wells, located wholly within the land sought in fee simple title, are condemned in their entirety.
2. The State of Iowa shall have a right of temporary easement in the NW¼ NE¼ of Section 18, Township 74 North, Range 43 West of the 5<sup>th</sup> P.M., in the City of Council Bluffs, Pottawattamie County, Iowa, for the specific purpose of access, in land described as follows and as shown on Exhibit "B" attached hereto and by reference made a part hereof:

Commencing at the N¼ Corner of said Section 18; thence S2°09'34"W, 100.00 feet along the west line of the NE¼ of said Section 18; thence S88°14'58"E, 105.60 feet to the Point of Beginning; thence continuing S88°14'58"E, 201.32 feet to a point on the present westerly right of way line of Interstate Route No. 29; thence along said present westerly right of way line for the following 4 courses: S71°07'48"E, 51.58 feet; S65°23'30"E, 242.78 feet; S44°30'37"E, 316.09 feet; S37°06'35"E, 5.90 feet; thence S2°16'47"W, 96.88 feet; thence N31°53'00"W, 145.82 feet; thence N46°27'38"W, 243.31 feet; thence N64°07'10"W, 230.33 feet; thence N89°17'54"W, 155.35 feet; thence N37°44'32"W, 39.33 feet; thence N63°32'55"W, 58.10 feet to the Point of Beginning.



3. Any farm field drainage tile, or outlets, which are located within the land being acquired under this proceeding, and are damaged or destroyed by highway construction, shall be relocated, replaced or restored by the condemner and at no expense to the condemnees, and the State of Iowa shall have a right of temporary easement as necessary over condemnees' remaining property for the specific purpose of effecting such relocation, replacement or restoration.
4. The area sought to be appropriated by temporary easement, for the specific purpose of access and for relocating, replacing, or restoring tile, if any, are reserved to the condemnees until the actual date said areas are required for construction of this highway improvement. Also, said temporary easement rights shall terminate immediately upon completion of the operations for which said rights are sought and in no event later than the completion of this highway improvement.
5. Condemner hereby gives notice of condemnees' five-year right to renegotiate construction or maintenance damages not apparent at the time of the Condemnation as required by the Code of Iowa, Section 6B.52.



IOWA DEPARTMENT OF TRANSPORTATION

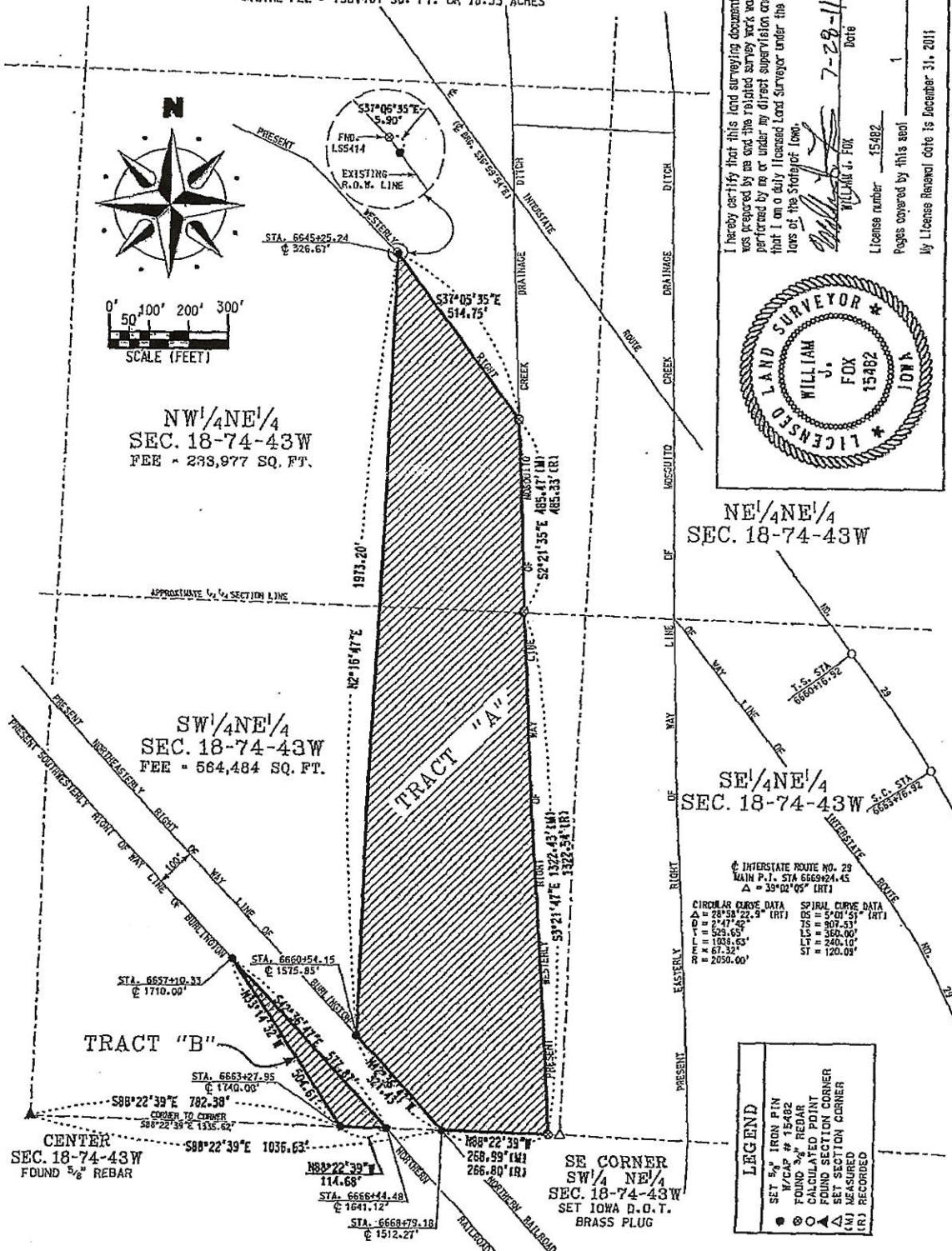


ACQUISITION PLAT  
EXHIBIT "A"

COUNTY POTTAWATTAMIE STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. IMN-29-3(65)54--OE-78 PARCEL NO. 384A  
 SECTION 18 TOWNSHIP 74N RANGE 43W  
 ROW - FEE 798,461 SQ. FT., EASE \_\_\_\_\_ AC, EXCESS - FEE \_\_\_\_\_ AC  
 ACQUIRED ACCESS RIGHTS FROM STA. \_\_\_\_\_ TO STA. \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED ACCESS RIGHTS FROM STA. \_\_\_\_\_ TO STA. \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED FROM BUCKEYE TERMINALS, LLC

TRACT "A" NW 1/4 NE 1/4 SECTION 18-74-43W = 233,977 SQ. FT.  
 TRACT "A" SW 1/4 NE 1/4 SECTION 18-74-43W = 540,744 SQ. FT.  
 TRACT "B" SW 1/4 NE 1/4 SECTION 18-74-43W = 23,740 SQ. FT.

\*TOTAL FEE = 798,461 SQ. FT. OR 18.33 ACRES



I hereby certify that this land surveying document was prepared by me and the related survey work was performed by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

\_\_\_\_\_  
 WILLIAM J. FOX  
 Date 7-28-11  
 License number 15482  
 Pages covered by this plat 1  
 My License Renewal date is December 31, 2011

NE 1/4 NE 1/4  
SEC. 18-74-43W

SE 1/4 NE 1/4  
SEC. 18-74-43W

INTERSTATE ROUTE NO. 29  
 MAIN P.I. STA 6669+24.45  
 Δ = 39°02'05" (RT)

CIRCULAR CURVE DATA		SPIRAL CURVE DATA	
Δ = 28°38'22.3" (RT)	LS = 114.68'	CS = 5'01'51" (RT)	CS = 5'01'51" (RT)
Δ = 2°47'58"	LS = 114.68'	CS = 80'5.5'	CS = 80'5.5'
R = 529.65'	LS = 114.68'	CS = 360.00'	CS = 360.00'
PI = 1084.85'	LS = 114.68'	CS = 240.15'	CS = 240.15'
PI = 61.33'	LS = 114.68'	CS = 120.07'	CS = 120.07'
R = 2050.00'	LS = 114.68'		

**LEGEND**

SET BY IRON PIN  
 FOUND BY REBAR  
 CALCULATED POINT  
 FOUND SECTION CORNER  
 SET SECTION CORNER  
 FOUND SECTION CORNER  
 SET SECTION CORNER

27  
 10070E  
 3-4-16  
 675

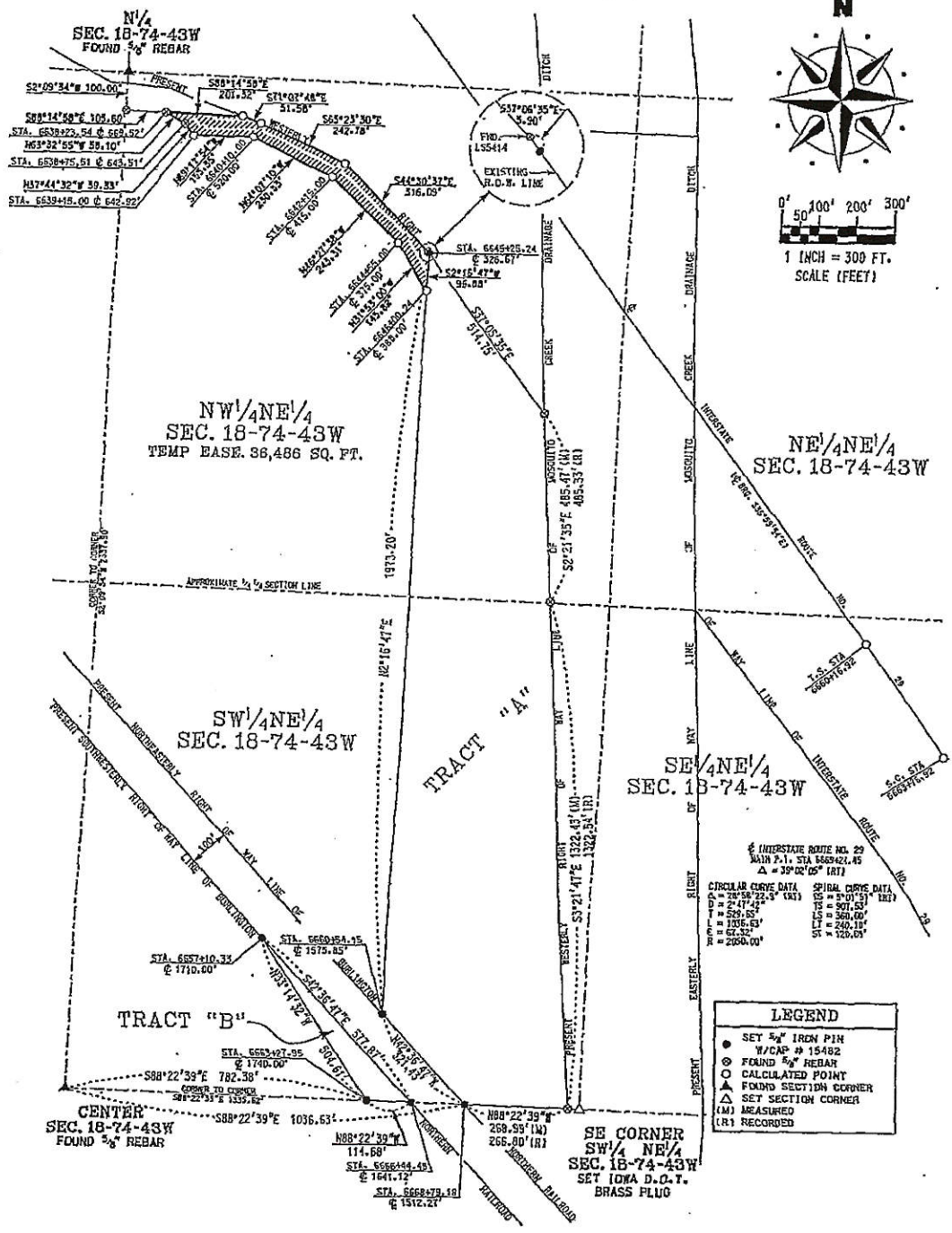




EXHIBIT "B"

COUNTY POTTAWATTAMIE STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. IMN-29-3(85)54--0E-78 PARCEL NO. 384A  
 SECTION 18 TOWNSHIP 74N RANGE 43W  
 ROW - FEE \_\_\_\_\_ SQ. FT., EASE \_\_\_\_\_ AC, TEMPORARY EASEMENT \_\_\_\_\_ SQ. FT.  
 ACQUIRED ACCESS RIGHTS FROM STA. \_\_\_\_\_ TO STA. \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED ACCESS RIGHTS FROM STA. \_\_\_\_\_ TO STA. \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED FROM BUCKEYE TERMINALS, LLC

TEMPORARY EASEMENT FOR ACCESS



Recorded in the \_\_\_\_\_ LAND OF \_\_\_\_\_  
 \_\_\_\_\_ 27 \_\_\_\_\_ 676  
 No. 6070E  
 3-4-16





**SHERIFF'S CERTIFICATION AS TO AWARDS AND COSTS**

In the matter of the Condemnation  
Of Certain Rights in Land by the  
IOWA DEPT. OF TRANSPORTATION  
FOR THE IMPROVEMENT OF NO.19  
IN THE CITY OF COUNCIL BLUFFS  
LOCATED IN POTTAWATTAMIE  
COUNTY, IOWA

**THE ORIGINAL CERTIFIED APPLICATION FOR CONDEMNATION IS RECORDED  
IN INSTRUMENT NUMBER 2011-015271 AND DATED 11/23/2011**

**TO: IOWA DEPARTMENT OF TRANSPORTATION**

I certify that the commissioners in the above-entitled cause convened at Council Bluffs, Iowa on the 15<sup>th</sup> day of February 2012, and said commissioners did on the 15<sup>th</sup> day of February 2012, file their report in my office, awarding damages as follows:

Buckeye Terminals, LLC  
Pottawattamie County Treasurer

**TOTAL DAMAGES AWARDED: \$687,375.00**

I certify that the costs incident to this proceeding are taxed as listed below:

Sheriff's Fees (summoning & attending commissioners)	100.00
Commissioners Costs	1,063.27
Processing Fees & Mileage	70.00
Publication costs	23.39
<b>FEEES DUE POTT. CO. SHERIFF</b>	<b><u>\$1,256.66</u></b>

**JEFFEREY D. DANKER, SHERIFF**  
Pottawattamie County

Recorded in the STATE LAND OFFICE:	
27	Page(s) 678
No. 607DE	
3-4-16	