

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

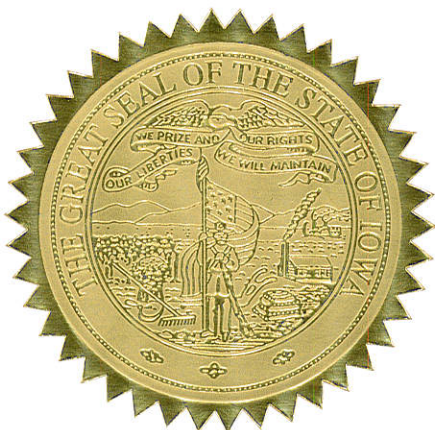
Easement No. 6113E

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 **NuStar Pipeline Operating Partnership, L.P.**, and its heirs, assigns, and successors in interest in real estate in **Pottawattamie** County, Iowa, described as:

See Exhibits "A" and "B", subject to Exhibit "C", attached hereto and by this reference made a part hereof.

The real estate described within this easement is a part of the United States of America Interstate Highway System presently operated under the control and authority of the State of Iowa. The State of Iowa, their heirs and assigns, hereby reserve all such rights and privileges so that the land may be used for highway purposes without the easement granted in this document interfering with or abridging the rights of the State of Iowa to operate a highway within the Federal Interstate System. Notwithstanding the foregoing, in the event the State of Iowa requires grantee to relocate its pipeline or otherwise incur any costs associated therewith pursuant to the State of Iowa's right in the preceding sentence, the State of Iowa shall pay for all costs associated with such relocation.

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 16th day of August, 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 163 in the State Land Office.

Paul D. Pate, Iowa Secretary of State

EASEMENT EXHIBIT

--FOR--



A 50 foot wide perpetual easement for pipeline purposes over, under and across that part of the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 7, Township 74 North, Range 43 West of the 5th P.M., in the City of Council Bluffs, Pottawattamie County, Iowa, the easterly line of said 50 foot wide perpetual easement is described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 7; thence South 88 degrees 15 minutes 00 seconds East, bearings based on Iowa State Plane, South Zone coordinate grid, along the south line of said Southeast Quarter, a distance of 970.84 feet to the Point of Beginning of said line to be described; thence North 01 degree 55 minutes 47 seconds West, a distance of 170.89 feet; thence South 89 degrees 25 minutes 17 seconds West, a distance of 19.11 feet; thence North 07 degrees 25 minutes 58 seconds West, a distance of 72.90 feet; thence North 07 degrees 51 minutes 00 seconds West, a distance of 1121.96 feet to the monumented southeast right of way line of State Highway No. 92 which is also the northwest line of a parcel as described in Warranty Deed Book: 2011; Page 1806 and Condemnation Book: 2012; Page 16736 and said described line there terminating.

The sidelines of said perpetual easement to be prolonged or shortened to terminate on said south line of the Southeast Quarter and on said monumented southeast right of way line of State Highway No. 92.

REFER TO EXHIBIT "B" FOR THE DRAWING
THAT ACCOMPANIES THIS DESCRIPTION.



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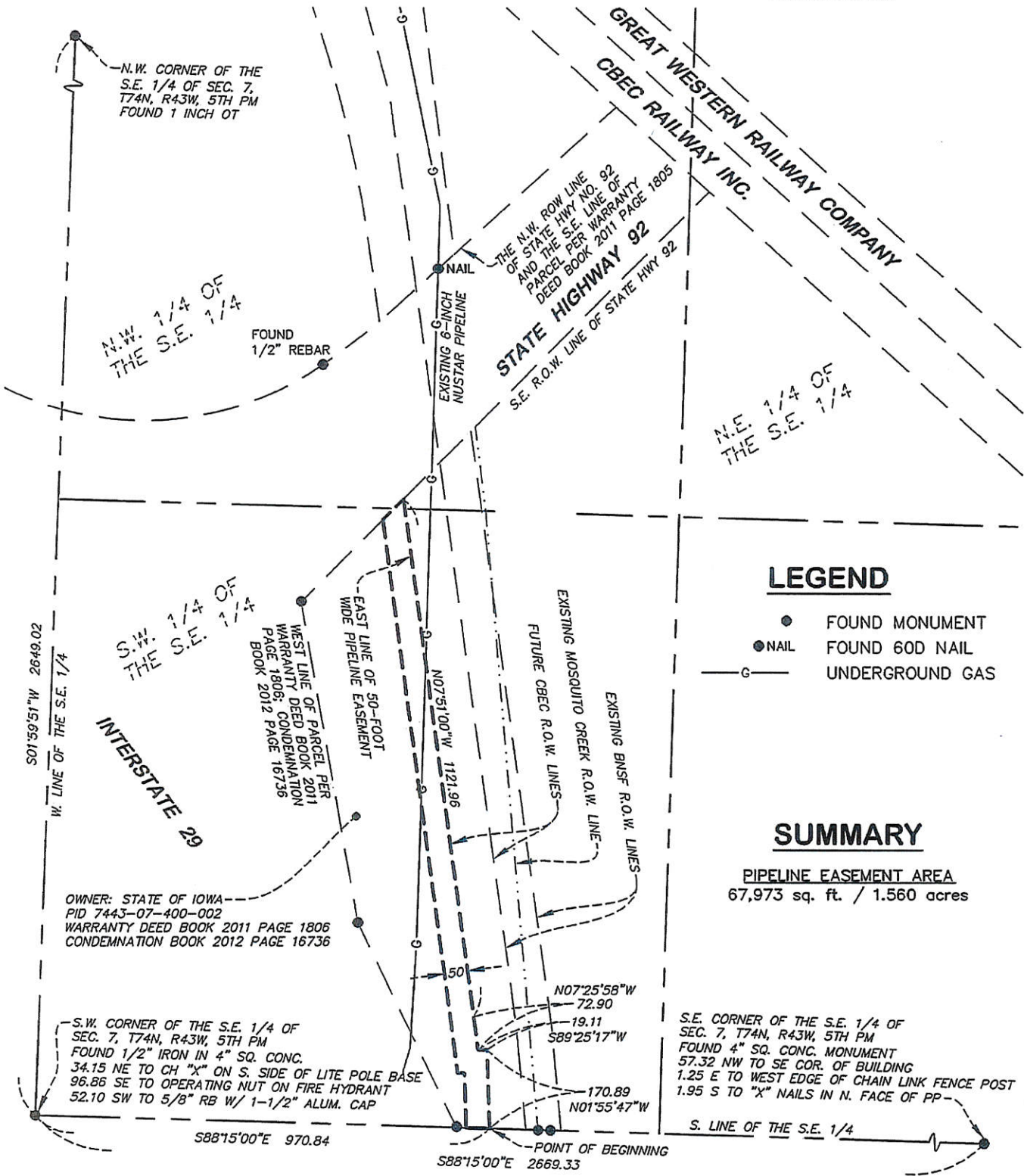
EASEMENT EXHIBIT
 EXHIBIT "A"
 7443 07 400 002
 S.E. 1/4 OF SECTION 7,
 TOWNSHIP 74 N, RANGE 43 W, 5TH P.M.
 POTTAWATTAMIE COUNTY, IOWA



SHEET 1 OF 1

EASEMENT EXHIBIT

-FOR-



LEGEND

- FOUND MONUMENT
- NAIL FOUND 60D NAIL
- G — UNDERGROUND GAS

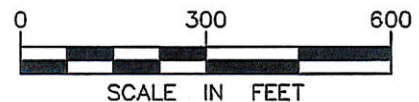
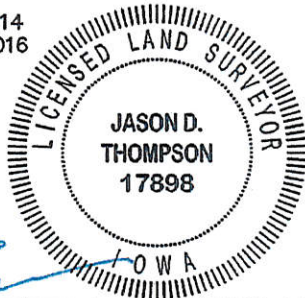
SUMMARY

PIPELINE EASEMENT AREA
67,973 sq. ft. / 1.560 acres

S.E. CORNER OF THE S.E. 1/4 OF SEC. 7, T74N, R43W, 5TH PM
FOUND 4" SQ. CONC. MONUMENT
57.32 NW TO SE COR. OF BUILDING
1.25 E TO WEST EDGE OF CHAIN LINK FENCE POST
1.95 S TO "X" NAILS IN N. FACE OF PP

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

Date of original survey: January 22, 2014
Date or revised drawing: January 11, 2016
Date of signature: January 11, 2016



SCALE IN FEET
Bearings based on NAD 83, Iowa State Plane, South Zone

Jason D. Thompson
Iowa License No. 17898
My license renewal date is December 31, 2017

REFER TO EXHIBIT "A" FOR THE DESCRIPTION THAT ACCOMPANIES THIS DRAWING.

EASEMENT EXHIBIT
EXHIBIT "B"
7443 07 400 002
S.E. 1/4 OF SECTION 7,
TOWNSHIP 74 N, RANGE 43 W, 5TH P.M.
POTTAWATTAMIE COUNTY, IOWA



SHEET 1 OF 1

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EXHIBIT C

1. The easement area is State of Iowa highway right-of-way. Grantee shall obtain a Work in Right-of-Way Permit from the Iowa Department of Transportation (DOT) District Four (4) office before any construction or maintenance work is performed in the easement area, and it shall comply with all requirements of DOT's Utility Accommodation Policy found at 761 I.A.C. Chapter 115.
2. The 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 easement area for the transportation of gases, liquids, solids, or any combination thereof, together with the right to enter upon said easement area 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.
3. Grantee covenants and agrees that said pipeline 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.
4. To the maximum extent permitted by law, Grantee hereby releases, indemnifies and holds Grantor harmless from any damages and reasonable 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 to the extent such damages and expenses are caused by the intentional acts or omissions, negligence or willful misconduct of Grantee.
5. It is hereby agreed that this easement 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.