



#1299
PAUL D. PATE
Secretary of State
State of Iowa

TRANSMITTAL FORM FOR CONDEMNATION APPLICATION –
Pursuant to Iowa Code sections 6B.3(3), 9.2A, and 331.602(24)

Box 1

TRANSMITTAL FORM FOR SHERIFF'S STATEMENT –
Pursuant to Iowa Code sections 6B.38, 9.2A, and 331.602(24)

Box 2

Part I: CONDEMNATION APPLICATION

Pursuant to Iowa Code section 6B.3(3), the undersigned County Recorder files a copy of the attached Condemnation Application with the Office of the Secretary of State, noting as follows.

1. The name of the acquiring agency is Dakota Access LLC
2. The real property subject to the Application is located in Wapello County.
3. The date the condemnation application was filed by the undersigned County Recorder is May month, 26 day, 2016 year.
4. The attached Condemnation Application is filed of record at Document # 2016-2246
Book 2016, Page 2246

Lisa Kent
County Recorder for

Wapello County

Part II: SHERIFF'S STATEMENT

Pursuant to Iowa Code section 6B.38, the undersigned County Recorder files a copy of the attached Sheriff's Statement with the Office of the Secretary of State, noting as follows.

1. The name of the acquiring agency is Dakota Access LLC
2. The corresponding Condemnation Application to this Sheriff's Statement was filed of record at Document # 2016-2246, Book 2016, Page 2246 and a copy was sent to the Secretary of State.
3. The attached Sheriff's Statement was filed of record at Document # 2016-4270
Book 2016, Page 4270; on October month, 5 day, 2016 year.

Lisa Kent
County Recorder for

Wapello County

PLEASE SUBMIT TO:
Secretary of State
Attention: Condemnation Filings
State Capitol, Des Moines, IA 50319
FAX: 515-242-5952

SEE INSTRUCTIONS ON BACK



Document 2016 2246

Book 2016 Page 2246 Type 06 040 Pages 13

Date 5/26/2016 Time 11:01:41AM

Rec Amt \$67.00

✓INDE
CHK
✓SCAN

LISA KENT, RECORDER
WAPELLO COUNTY IOWA

COPY

\$67.00 due
Aljets

RECORDING COVER SHEET FOR CONDEMNATION PROCEEDINGS

Prepared by: Mark D. Aljets, Nyemaster Goode P.C., 700 Walnut Suite 1600,
Des Moines, IA 50309; 515-283-3100

Return to: Mark D. Aljets, Nyemaster Goode P.C., 700 Walnut Suite 1600,
Des Moines, IA 50309; 515-283-3100

The undersigned hereby certifies, pursuant to Iowa Code § 6B.3, that the attached Application for Condemnation has been approved by the Chief Judge of the Eighth Judicial District, and, pursuant to Iowa Code § 6B.37, that the papers attached hereto are true and correct copies of the original files in the proceedings and that the statements accompanying the papers are true.

Mark D. Aljets

On this 25th day of May, 2016, before me, Notary Public in and for the State of Iowa, personally appeared Mark D. Aljets to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for the State of Iowa



IN THE IOWA DISTRICT COURT FOR THE EIGHTH JUDICIAL DISTRICT

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND TO CONSTRUCT, OWN, OPERATE AND MAINTAIN PIPELINE FACILITIES FOR THE TRANSPORTATION OF HAZARDOUS LIQUIDS BY DAKOTA ACCESS, LLC	APPLICATION FOR CONDEMNATION AND APPOINTMENT OF A COMMISSION TO APPRAISE DAMAGES
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TO: THE HONORABLE MARY ANN BROWN, CHIEF JUDGE, EIGHTH JUDICIAL DISTRICT, INCLUDING WAPELLO COUNTY, IOWA

The Applicant, Dakota Access, LLC ("Dakota Access" or "Applicant"), applies for the condemnation of lands for permanent and temporary easements on certain real property, fully described in this application, for the construction of the Dakota Access Pipeline ("Project"). In support, Dakota Access states as follows:

I. PURPOSE

Dakota Access is a public common carrier and under the jurisdiction of the Iowa Utilities Board ("IUB") for the construction, maintenance and operation of the Project. Dakota Access is a Delaware limited liability company authorized to do business in the state of Iowa, registered with the Iowa Secretary of State as a foreign company, and is in good standing. On March 10, 2016, the IUB issued its Final Decision and Order approving the Project ("March 10 Order"). The March 10 Order specifically found that the Project will promote the public convenience and necessity. On April 8, 2016, the IUB issued its Order Accepting Compliance Filings and Issuing Permit and granted Dakota Access Permit No. N0042 to construct, operate, and maintain an

underground hazardous liquids pipeline (collectively, "Permit") that will transport crude oil produced in the Bakken region of North Dakota to a hub near Patoka, Illinois. The interstate pipeline will be approximately 346 miles in length in the state of Iowa and will be thirty inches (30") in diameter. The pipeline will run southeasterly through 18 Iowa counties, from Lyon County through Lee County.

In its March 10 Order and Permit, the IUB found that Dakota Access met all requirements of Iowa Code chapter 479B for the issuance of a permit and granted Dakota Access the authority to use eminent domain to the extent necessary to construct and operate the pipeline, along the route specified in the permit, pursuant to the authority granted to the IUB in Iowa Code section 479B.16. In this Application, Dakota Access seeks to utilize the eminent domain authority granted to it by the IUB to condemn the property described herein, over which Dakota Access has been unable to secure voluntary easement rights.

II. DESCRIPTION OF PROPERTY TO BE ACQUIRED AND NAMES OF ALL RECORD OWNERS AND HOLDERS OF LIENS AND ENCUMBRANCES

The parcels over which Applicant seeks to acquire easements are listed in Exhibit A. Exhibit A also includes plats showing the location of property to be condemned and the interest to be acquired, and the names of all record owners, holders of liens and encumbrances, and persons otherwise affected by these proceedings, as well as the place of residence of such persons, so far as are known to the Applicant.

III. PROPERTY RIGHTS SOUGHT

The locations of the pipeline ("Pipeline Easement"), access easement, as applicable ("Access Easement"), and temporary construction easement ("Temporary Construction Easement"), (collectively "Easements") Dakota Access seeks are shown on the plats contained in

Exhibit A. The specific easement rights to be acquired over all tracts not having a valve on the site, as approved by the IUB, are as follows:

- i. Non-exclusive easements for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, operating, maintaining, inspecting, patrolling, protecting, repairing, relocating (to the extent permitted by Iowa Code chapter 479B and Iowa Utilities Board rules thereunder), and removing at will, in whole or in part, one pipeline not to exceed 30" in diameter, for the transportation of oil, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Dakota Access, LLC ("Dakota Access") is specifically allowed to install upon the surface of the Pipeline Easement in areas that minimize the obstruction of the landowner's use of the Property) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Property;
- ii. A Temporary Construction Easement to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of the Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement;
- iii. 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;
- iv. 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;
- v. The right of unimpeded entry and access in, to, through, on, over, under, and across the Access Easement, (and in the event of an emergency over such other portions of the Property as may be reasonably necessary) to exercise the rights granted to Dakota Access at all times convenient;
- vi. The right of unimpeded entry and access in, to, through, on, over, under, and across the Pipeline Easement (and Temporary Construction Easement while in effect) for all purposes necessary and at all times convenient and necessary to exercise the rights granted to Dakota Access;
- vii. If there is an existing fence across the Access Easement, if any, or Pipeline Easement, Dakota Access shall have the right, at its expense, to install a gate. If the gate is locked, Dakota Access must supply the owner or party in possession with a key. If the owner or party in possession erects any fence across the Access Easement, if any, or Pipeline Easement, the owner must install a gate, and if any gate is locked, the owner must supply Dakota Access with a key. The owner shall allow Dakota Access to install its own lock if Dakota Access so chooses, provided that the method of locking the gates allows both parties to use its/his/her own key or lock to open the gate without further assistance of the other;

- viii. The right to approve owner's plans to do any of the following within the Pipeline Easement: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Such approval shall not be unreasonably withheld;
- ix. After the pipeline is constructed, owner shall have the right to approve Dakota Access' plans to make permanent surface changes to the Pipeline Easement area. Such approval shall not be unreasonably withheld;
- x. The right to review and approve owner's plans to: (1) construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to the pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities and (2) construct and/or install water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to the pipeline, provided that all of Dakota Access's required and applicable spacings, including depth separation limits and other protective requirements are met by owner. Such approval shall not be unreasonably withheld;
- xi. The right to trim or cut down or eliminate trees or shrubbery within the Easements in the sole judgment of Dakota Access as may be necessary to prevent possible interference with its easement rights, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of Dakota Access, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements; Dakota Access shall leave the surface of the Easement area in satisfactory condition after trimming or removing trees or shrubbery; and
- xii. The right to assign the easement rights and to have the easement rights benefit Dakota Access's successors and assigns.

The specific easement rights to be acquired over all tracts having a valve on the site, as approved by the IUB, are as follows:

- i. Non-exclusive easements for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, operating, maintaining, inspecting, patrolling, protecting, repairing, relocating (to the extent permitted by Iowa Code chapter 479B and Iowa Utilities Board rules thereunder), and removing at will, in whole or in part, one pipeline not to exceed 30" in diameter, for the transportation of oil, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers, valves, and cathodic protection test leads which Dakota Access, LLC ("Dakota Access") is specifically allowed to install upon the surface of the Easements) as may

- be necessary or desirable for the operation of the pipeline, over, across, under and upon the Property;
- ii. An exclusive easement for the purposes of accessing, establishing, constructing, reconstructing, installing, modifying, replacing, improving, operating, maintaining, inspecting, patrolling, protecting, repairing and removing at will a valve and any communication and power lines necessary for the operation of the valve, all located in the Valve Easement area, if any;
 - iii. A Temporary Construction Easement to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of the Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement;
 - iv. The right of ingress and egress over and across the Easements to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Easements;
 - v. The right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement, and the Valve Easement, if any, to ensure proper lateral and subjacent support for and drainage for the pipeline and valve, as applicable, and appurtenant facilities related to this pipeline project;
 - vi. The right of unimpeded entry and access in, to, through, on, over, under, and across the Access Easement (and in the event of an emergency over such other portions of the Property as may be reasonably necessary) to exercise the rights granted to Dakota Access at all times convenient;
 - vii. The right of unimpeded entry and access in, to, through, on, over, under, and across the Pipeline Easement and Valve Easement (and Temporary Construction Easement while in effect) for all purposes necessary and at all times convenient and necessary to exercise the rights granted to Dakota Access;
 - viii. If there is an existing fence across the Access Easement, if any, Valve Easement, or Pipeline Easement, Dakota Access shall have the right, at its expense, to install a gate. If the gate is locked, Dakota Access must supply the owner or party in possession with a key. If the owner or party in possession erects any fences across the Access Easement, Valve Easement or Pipeline Easement, the owner must install a gate, and if any gate is locked, the owner must supply Dakota Access with a key. The owner shall allow Dakota Access to install its own lock if Dakota Access so chooses, provided that the method of locking the gates allows both parties to use its/his/her own key or lock to open the gate without further assistance of the other;
 - ix. The right to erect a fence around the Valve Easement area;
 - x. The right to prohibit, prevent and remove any crop production within the Valve Easement area;
 - xi. The right to approve owner's plans to do any of the following within the Pipeline Easement and Valve Easement areas: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Such approval shall not be reasonably withheld;

- xii. After the pipeline is constructed, owner shall have the right to approve Dakota Access' plans to make permanent surface changes to the Pipeline Easement and Valve Easement areas. Such approval shall not be unreasonably withheld;
- xiii. The right to review and approve owner's plans to: (1) construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to the pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities and (2) construct and/or install water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to the pipeline, provided that all of Dakota Access's required and applicable spacings, including depth separation limits and other protective requirements are met by owner. Such approval shall not be unreasonably withheld.
- xiv. The right to trim or cut down or eliminate trees or shrubbery within the Easements in the sole judgment of Dakota Access as may be necessary to prevent possible interference with its easement rights, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of Dakota Access, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements; Dakota Access shall leave the surface of the Easement area in satisfactory condition after trimming or removing trees or shrubbery; and
- xv. The right to assign the easement rights and to have the easement rights benefit Dakota Access's successors and assigns.

IV. LANDS NECESSARY TO ACHIEVE THE PUBLIC PURPOSE AND LANDS PROPOSED TO BE ACQUIRED FOR THE PROJECT

The property rights described herein, and shown in the plats attached, are all of the property rights that remain to be acquired in this county for the purpose of constructing the Dakota Access Pipeline. All other easements along the route of the pipeline in this county have been acquired through voluntary easements. Applicant states that the permanent and temporary easement rights to be acquired over the parcels, as approved by the IUB, constitute the minimum necessary rights and minimum amount of land to achieve the purposes herein identified and to implement the Order and Permit.

V. STATEMENT OF EFFORTS MADE BY DAKOTA ACCESS TO NEGOTIATE IN GOOD FAITH TO PURCHASE THE PROPERTY

Dakota Access has made good faith efforts to negotiate with the owners of the parcels listed herein to acquire the property rights sought to be condemned. In addition to satisfying the requirements in Iowa Code Chapter 6B, these efforts include, but are not limited to, the following:


1. Complied with all landowner notice requirements in Iowa Code chapter 479B;
2. Provided owners with a written calculation of easement valuation and damage calculations;
3. Discussed the basis for determining value;
4. Discussed the content of the easement agreement;
5. Made multiple offers for the purchase of a voluntary easement in amounts in excess of the appraised value of an easement; and
6. Addressed owners' questions and concerns regarding construction of the pipeline and easement terms.

Despite these efforts, and ongoing negotiation attempts up to the date of this Application, the parties were unable to reach an agreement.

THEREFORE, Dakota Access hereby requests the Court approve its Application for Condemnation and appoint Compensation Commission(s) 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 this th24 day of May, 2016.

DAKOTA ACCESS, LLC


Mark D. Aljets AT0009419

Nyemaster Goode, P.C.


700 Walnut Street, Suite 1600

Des Moines, Iowa 50309-3899

Telephone: (515) 283-3124

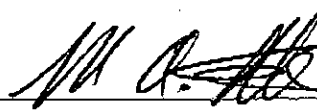
ATTORNEY FOR DAKOTA ACCESS, LLC

APPROVED this 25 day of May, 2016.



The Honorable Mary Ann Brown, Chief Judge
Eighth Judicial District including Wapello County,
Iowa

In accord with Iowa Code Section 6B.3(3)(a), I, the undersigned, certify under penalty of perjury and pursuant to the laws of the State of Iowa that this Application for Condemnation has been approved by the Chief Judge of the Eighth Judicial District, including Wapello County.



Name: Mark D. Aljats

EXHIBIT A
DESCRIPTION OF PROPERTY AFFECTED OR SOUGHT TO BE CONDEMNED AND
NAMES OF ALL RECORD OWNERS AND HOLDERS OF LIENS AND
ENCUMBRANCES

1. TRACT NO. IA-WA-061.300

Legal Description of Parent Parcel:

All that part of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4), Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4), Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) and the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section Eleven (11), lying North and East of Drainage Ditch of Wapello County Drainage District No. 4, and all of the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4), Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4), Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section Twelve (12) except that part thereof lying South and West of Northeasterly line of drainage ditch of Wapello County Drainage District No. 4. and the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4), and the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) and the Northeast Quarter of the Northwest Quarter except One (1) Acre in the Northeast corner thereof, for School, in Section Twelve (12) all in Township Seventy-two (72) North of Range Twelve (12) West of the Fifth Principal Meridian in Wapello County, Iowa.

Record Owners:

Hickenbottom Experimental Farms, Inc.
c/o Steve Hickenbottom
1686 Highway 34
Fairfield, IA 52556-8633

Tenants:

None

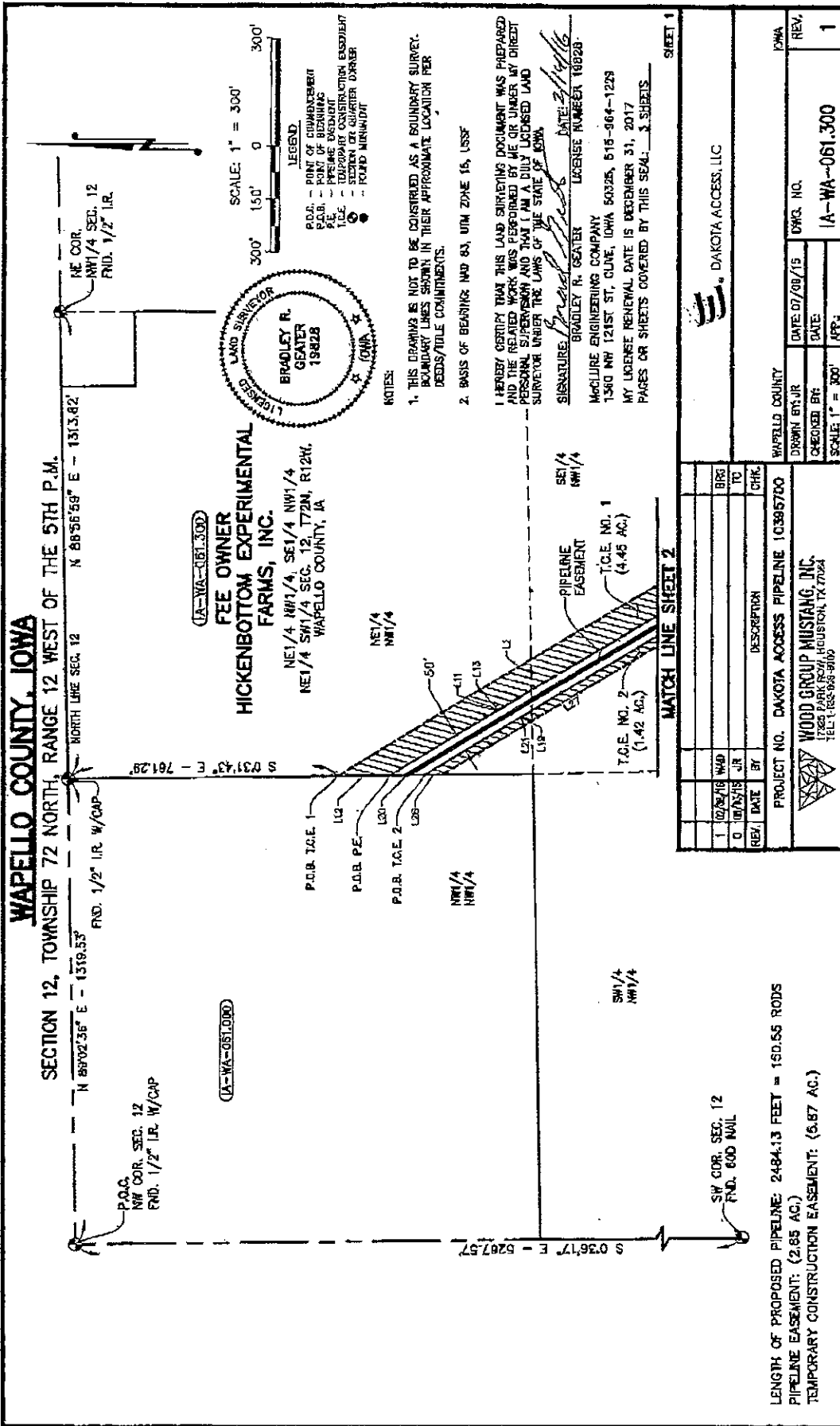
Holders of Liens, Easements and Encumbrances:

None

Taxes:

Wapello County, Iowa c/o Wapello County Auditor
Wapello County Courthouse
101 West 4th Street
Ottumwa, IA 52501

The Easements sought to be condemned are shown and described on the attached plat.



LEGEND
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF CORNER
 P.E. - PIPELINE EASEMENT
 T.C.E. - TEMPORARY CONSTRUCTION EASEMENT
 S - SECTION OR QUARTER CORNER
 ● - FOUND MINORITY

NOTES
 1. THIS DRAWING IS NOT TO BE CONSIDERED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
 2. BASIS OF BEARING AND DISTANCE IS UTM ZONE 15, UTM

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
 SIGNATURE: *Bradley R. Geater* DATE: 12/14/16
 BRADLEY R. GEATER LICENSE NUMBER 18028
 McGLURE ENGINEERING COMPANY
 1360 NW 121ST ST, CLIVE, IOWA 50325, 515-964-1223
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2017
 PAGES OR SHEETS COVERED BY THIS SEAL: 3 SHEETS

MATCH LINE SHEET 2

REV.	DATE	BY	DESCRIPTION	CHKD.
1	02/28/16	WAP	BRG TO	
0	07/21/15	JR		

PROJECT NO.	DAKOTA ACCESS PIPELINE 10395700
DRAWN BY	JR
CHECKED BY	
DATE	
SCALE	1" = 300'
APPX.	

WAPELLO COUNTY	DATE 07/09/15	DWG. NO.	IA-WA-061.300
WOOD GROUP MUSTANG, INC.			
1105 LEBANON HWY, HOUSTON, TX 77054			
TEL: 281-288-9890			

SW COR. SEC. 12
 P.O. 600 MAIL

LENGTH OF PROPOSED PIPELINE: 2484.13 FEET = 150.55 RODS
 PIPELINE EASEMENT: (2.85 AC.)
 TEMPORARY CONSTRUCTION EASEMENT: (5.67 AC.)

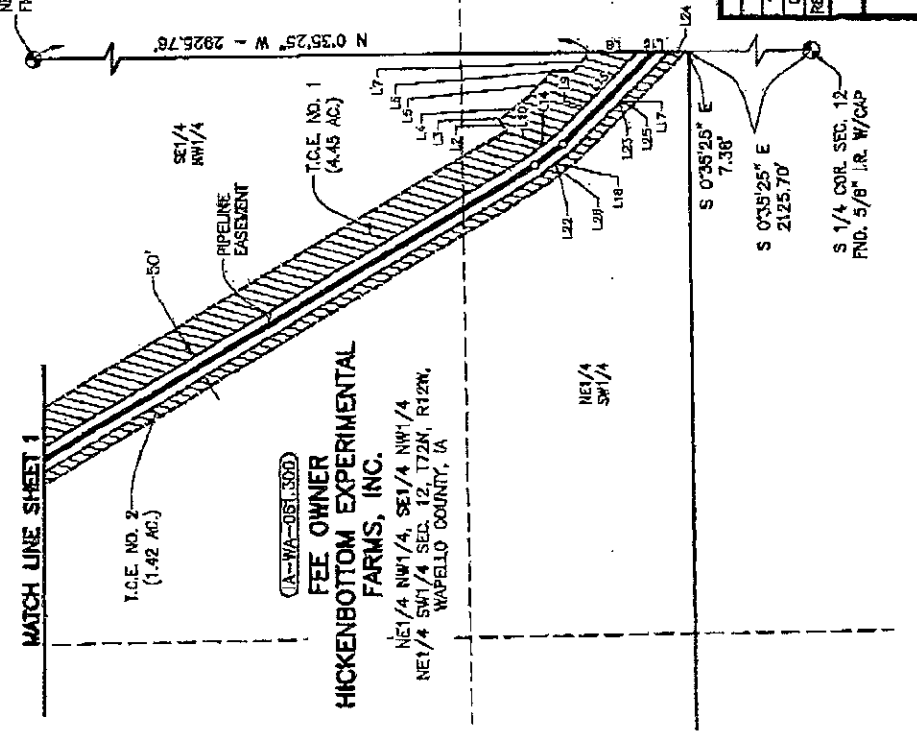
WAPELLO COUNTY, IOWA
SECTION 12, TOWNSHIP 72 NORTH, RANGE 12 WEST OF THE 5TH P.M.

NE COR. NW1/4 SEC. 12
PMD. 1/2" I.R.

DAKOTA ACCESS PIPELINE
1A-WA-065.000

SW1/4
NE1/4

NW1/4
SE1/4

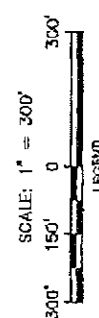


T.C.E. No. 1 Line Table

LINE #	LENGTH	BEARING
L1	2172.86'	S30°46'27"E
L2	30.00'	N58°13'33"E
L3	8.76'	S00°48'27"E
L4	82.81'	S88°00'07"E
L5	92.00'	S45°15'27"E
L6	41.87'	S07°00'25"W
L7	56.00'	S45°15'27"E
L8	106.58'	S07°00'25"E
L9	259.08'	S45°15'27"W
L10	78.00'	S38°00'57"W
L11	2159.44'	S30°46'27"W
L12	148.90'	N07°31'43"W

T.C.E. No. 2 Line Table

LINE #	LENGTH	BEARING
L21	2078.08'	S30°46'27"E
L22	82.51'	S30°00'07"E
L23	213.62'	S45°15'27"E
L24	35.88'	S01°15'25"E
L25	340.00'	N45°15'27"W
L26	46.50'	N38°00'57"W
L27	2035.56'	N30°46'27"W
L28	49.83'	N07°31'43"W



LEGEND

- P.O.C. - POINT OF COMMENCEMENT
- P.L.B. - POINT OF BEGINNING
- P.E. - PIPELINE EASEMENT
- T.C.E. - TEMPORARY CONSTRUCTION EASEMENT
- - SECTION OR QUARTER CORNER
- - FOUND MARKING

SHEET 2

PROJECT NO. DAKOTA ACCESS PIPELINE 10386700

WOOD GROUP MUSTANG, INC.
17325 PARK EOW, HOUSTON, TX 77084
TEL: 1-409-808-8000

WAPELLO COUNTY
DRAWN BY: JR
DATE: 07/09/15
DWG. NO. 1A-WA-061.300

1 07/09/15 RKO
0 07/09/15 JR
PCL DATE BY DESCRIPTION CHK.

DAKOTA ACCESS, LLC

REV. 1

File: E:\Projects\11-2016\11-2016-01-03 Surveying\2016\Comp\WD-WA-WA-061.300.dwg PLOT DATE: 2/10/2016 BY CHRIS

WAPELLO COUNTY, IOWA

SECTION 12, TOWNSHIP 72 NORTH, RANGE 12 WEST OF THE 5TH P.M.

Pipeline Easement Description

A 50.0 foot wide Permanent Easement That part of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) and the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) and the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼) of Section 12, Township 72 North, Range 12 West of the 5th P.M., Wapello County, Iowa described as: Commencing at a ½" Iron Rod with cap found at the Northwest corner of Section 12; thence N89°02'36"E 1319.53 feet along the North line of said Section 12 to a ½" Iron Rod with cap found at the Northwest corner of the Hickenbottom Experimental Farms, Inc. parcel recorded in Book 464, Page 458 of the Deed Records of Wapello County, Iowa; thence S00°31'43"E 910.19 feet along the West line of said parcel to the Point of Beginning; thence S30°46'27"E 2159.44 feet; thence S38°00'57"E 76.20 feet; thence S45°15'27"E 259.88 feet to the East line of said parcel; thence S00°35'25"E 71.13 feet along said East line; thence N45°15'27"W 313.62 feet; thence N38°00'57"W 82.53 feet; thence N30°46'27"W 2076.85 feet to the West line of said parcel; thence N00°31'43"W 99.26 feet along said West line to the Point of Beginning. Said Pipeline Easement contains 2.85 Acres, more or less.



Temporary Construction Easements (T.C.E.)

Temporary Construction Easement #1: That part of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) and the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) and the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼) of Section 12, Township 72 North, Range 12 West of the 5th P.M., Wapello County, Iowa described as: Commencing at a ½" Iron Rod with cap found at the Northwest corner of Section 12; thence N89°02'36"E 1319.53 feet along the North line of said Section 12 to a ½" Iron Rod with cap found at the Northwest corner of the Hickenbottom Experimental Farms, Inc. parcel recorded in Book 464, Page 458 of the Deed Records of Wapello County, Iowa; thence S00°31'43"E 781.29 feet along the West line of said parcel to the Point of Beginning; thence S30°46'27"E 2272.66 feet; thence N59°13'33"E 30.00 feet; thence S30°46'27"E 8.76 feet; thence S38°00'57"E 62.91 feet; thence S45°15'27"E 92.09 feet; thence S00°30'23"W 41.87 feet; thence S45°15'27"E 56.08 feet to the East line of said parcel; thence S00°35'25"E 106.69 feet along said East line; thence N45°15'27"W 259.88 feet; thence N38°00'57"W 76.20 feet; thence N30°46'27"W 2159.44 feet to the West line of said parcel; the N00°31'43"W 148.90 feet along said West line to the Point of Beginning. Said Temporary Construction Easement contains 4.48 Acres, more or less.

Temporary Construction Easement #2: That part of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) and the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) and the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼) of Section 12, Township 72 North, Range 12 West of the 5th P.M., Wapello County, Iowa described as: Commencing at a ½" Iron Rod with cap found at the Northwest corner of Section 12; thence N89°02'38"E 1319.53 feet along the North line of said Section 12 to a ½" Iron Rod with cap found at the Northwest corner of the Hickenbottom Experimental Farms, Inc. parcel recorded in Book 464, Page 458 of the Deed Records of Wapello County, Iowa; thence S00°31'43"E 1009.45 feet along the West line of said parcel to the Point of Beginning; thence S30°46'27"E 2076.85 feet; thence S38°00'57"E 82.53 feet; thence S45°15'27"E 313.62 feet to the East line of said parcel; thence S00°35'25"E 35.56 feet along said East line; thence N45°15'27"W 340.50 feet; thence N38°00'57"W 85.69 feet; thence N30°46'27"W 2035.56 feet to the West line of said parcel; thence N00°31'43"W 49.63 feet along said West line to the Point of Beginning. Said Temporary Construction Easement contains 1.42 Acres, more or less.

FILE IN 158289008 - Section 12, Township 72 North, Range 12 West of the 5th P.M., Wapello County, Iowa

SHEET 3

				 DAKOTA ACCESS, LLC			
1	02/08/16	WAD		BRG			
0	06/03/15	JR		TC			
REV.	DATE	BY	DESCRIPTION	CHK.			
PROJECT NO. DAKOTA ACCESS PIPELINE 10365700				WAPELLO COUNTY		IOWA	
 WOOD GROUP MUSTANG, INC. 17325 PARK ROW, HOUSTON, TX 77064 TEL: 1-832-809-8000				DRAWN BY: JR	DATE: 07/09/15	DWG. NO.	REV.
				CHECKED BY:	DATE:	IA-WA-061.300	1
				SCALE: N.T.S.	APPX:		



Document 2016 4270

Book 2016 Page 4270 Type 06 040 Pages 64
Date 10/05/2016 Time 2:21:55PM
Rec Amt \$322.00 Aud Amt \$10.00

INDE
CHK
SCAN
COPY

LISA KENT, RECORDER
WAPELLO COUNTY IOWA

✓ 12-72-12

ENTERED UPON TRANSFER BOOKS AND FOR TAXATION
THIS 12th DAY OF October 2016
BY KELLY SPURGEON WAPELLO CO. AUDITOR
KIS CLERK/DEPUTY

Division

#322 due November

IN THE SHERIFF'S OFFICE OF WAPELLO COUNTY

<p>IN THE MATTER OF THE CONDEMNATION OF CERTAIN LANDS TO CONSTRUCT, OWN, OPERATE, AND MAINTAIN PIPELINE FACILITIES FOR TRANSPORTATION OF HAZARDOUS LIQUIDS BY DAKOTA ACCESS, LLC</p>	<p>SHERIFF'S CERTIFICATION AS TO COSTS AND AWARD</p>
	<p>Parcel No(s): IA-WA-061.300</p>
	<p>Landowner(s): Hickenbottom Experimental Farms, Inc.</p>

TO: Clerk of the Wapello County District Court/ Wapello County Recorder

I hereby certify that the appointed commissioners in the above-entitled condemnation met at the Wapello County Sheriff's Office on the 29th day of June, 2016, viewed the property and received evidence. The Commission did thereafter file their written report with me awarding damages as follows:

	<u>AWARD</u>
Assessment of Damages	\$ <u>15,100.00</u>
Attorneys' Fees (if allowed)	\$ _____
TOTAL AWARD	\$ <u>15,100.00</u>

Date of Mailing the Notice of Appraisement of Damages
to Condemner(s) and Condemnee(s): 06/29/2016
Awards Deposited by Applicant on: 06/29/2016
Notice of Appeal Filed on: 07/25/2016

I further certify that costs incident to this proceeding are taxed as follows:

Sheriff's Civil Fees

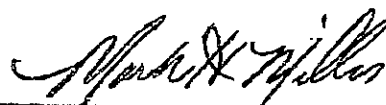
	<u>Amount</u>
Sheriff, Service of Notices.....	\$ 215.50
Sheriff, summoning and attending commissioners.....	100.00
Sheriff, mileage while attending commissioners: <u>40</u> miles at 54 cents/mile.....	21.60
Sheriff, recording fee to be paid to county recorder.....	-0-
Sheriff, fee for publication of notice.....	24.51
Total	<u>\$361.61</u>

Commissioners' Fees/Expenses (attach Commissioners' Fees Statements)

	<u>Amount</u>
Name: <u>Gene Phillips</u>	<u>\$210.80</u>
Name: <u>John Thomas</u>	<u>202.70</u>
Name: <u>Phyllis McClellan</u>	<u>204.32</u>
Name: <u>Steven Campbell</u>	<u>204.32</u>
Name: <u>Mike Stewart</u>	<u>213.50</u>
Name: <u>James Gerot</u>	<u>200.00</u>
Total	<u>\$1,235.64</u>

I further certify that the attached papers are full and complete original files in the proceedings and the statement accompanying the same is correct and true.

Date: 06/29/2016



Sheriff of Wapello County, Iowa