

Number: 2016-03806
BK: 2016 PG: 3806
Recorded: 8/24/2016 at 2:23:00.0 PM
Fee Amount: \$42.00
Revenue Tax:
Lindsay Laufersweiler RECORDER
Webster County, Iowa

EASEMENT AGREEMENT
Recorder's Cover Sheet

Preparer Information: Jennifer Hodge Burkett
309 East 5th Street, Suite 202A
Des Moines, IA 50309
(515) 242-8906

Taxpayer Information: **T.R. Watts & Sons Incorporated**
(Name & Address of Owner) PO Box 349
Jefferson, Iowa 50129

Return Document To: Rick Hoyer
c/o Dakota Access, LLC
11103 Aurora Avenue, Bldg. 5
Urbandale, IA 50322

Grantors: T. R. Watts & Sons, Incorporated
(Name of Owner)

Grantees: Dakota Access, LLC

Legal Description: See Page 2

Document or instrument number of previously recorded documents: N/A

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: IA-WE-042.000
COUNTY: Webster

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated August 5, 2016, is between **T. R. Watts & Son, Incorporated**, whose mailing address is **PO Box 349, Jefferson, Iowa 50129** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed thirty inches (30") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

That certain tract of land situated in the East Fractional Half of Section 1, Township 86 North, Range 30 West of the 5th P.M., Webster County, Iowa, more particularly described in Warranty Deed dated September 20, 1967 from John Head Watts and Audry B. Watts, his wife, and John Harris Watts and Jacqueline D. Watts, his wife to T. R. Watts & Son, Incorporated, recorded in Book 129 Page 203, Land Deed Records, Webster County, Iowa, less and except any conveyances heretofore made.

Exhibit A attached hereto is a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee may supplement Exhibit A with a new **Exhibit A-1** that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling,

protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have 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.

2. Further, Grantee shall have 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.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all

streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, 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 Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (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. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, 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 the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of the State of Iowa and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this 5th day of August, 2016.

GRANTOR:

T. R. Watts & Son, Incorporated

By: Joseph H. Watts, President

P.O. Box 349

Jefferson, Iowa 50129

ACKNOWLEDGMENT

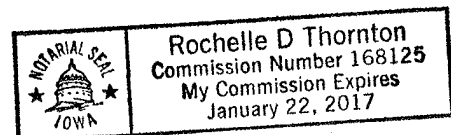
State of IOWA)

County of Dubuque)
ss

This record was acknowledged before me on the 5th day of August, 2016, by Joseph H. Watts, as President, for T. R. Watts & Son, Incorporated.

Rochelle D. Thornton
Notary Public

My Commission Expires: 1-22-17



**EXHIBIT A
TO EASEMENT AGREEMENT**


See attached.

By initialing below, Grantor acknowledges that it has reviewed and approved the attached sketch, image or survey.

As stated in the Agreement, Grantor agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to supplement this Exhibit A with Exhibit A-1 and to file Exhibit A-1 by affidavit, to amend the Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to the Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement, as applicable.

Capitalized terms shall have the meaning provided in the Easement Agreement to which this Exhibit A is attached.

Grantor Initials: _____

A handwritten signature in black ink, appearing to be 'J. Lee', written over a horizontal line.

WEBSTER COUNTY, IOWA

SECTION 1, TOWNSHIP 86 NORTH, RANGE 30 WEST OF THE 5TH P.M.

P.O.C. NW COR. NE FRAC. 1/4 SEC. 1
FND. 5/8" I.R.

S 89°13'19" E - 963.49'

P.O.B. T.C.E. 2
P.O.B. P.E.

P.O.B. T.C.E. 1
P.O.B. T.C.E. 1

S 89°13'19" E - 1389.29'

NORTH LINE SEC. 1

340TH ST.

NE COR. SEC. 1
FND. 1/2" I.R.

(IA-WE-041.000)

T.C.E. No. 1 Line Table

LINE #	LENGTH	BEARING
L1	43.51'	S89°13'19"E
L2	694.53'	S54°09'20"E
L3	1176.29'	S60°39'24"E
L4	28.38'	S105°36'W
L5	42.04'	N60°39'24"W
L6	57.17'	S02°04'47"W
L7	223.92'	N60°39'24"W
L8	50.00'	N29°20'36"E
L9	952.89'	N60°39'24"W
L10	471.37'	N54°09'20"W
L11	50.00'	S35°50'40"W
L12	270.91'	N54°09'20"W
L13	86.77'	S89°20'32"E
L14	60.20'	N54°09'20"W

N-S 1/4 LINE SEC. 1

EAST LINE R.R. R.O.W.

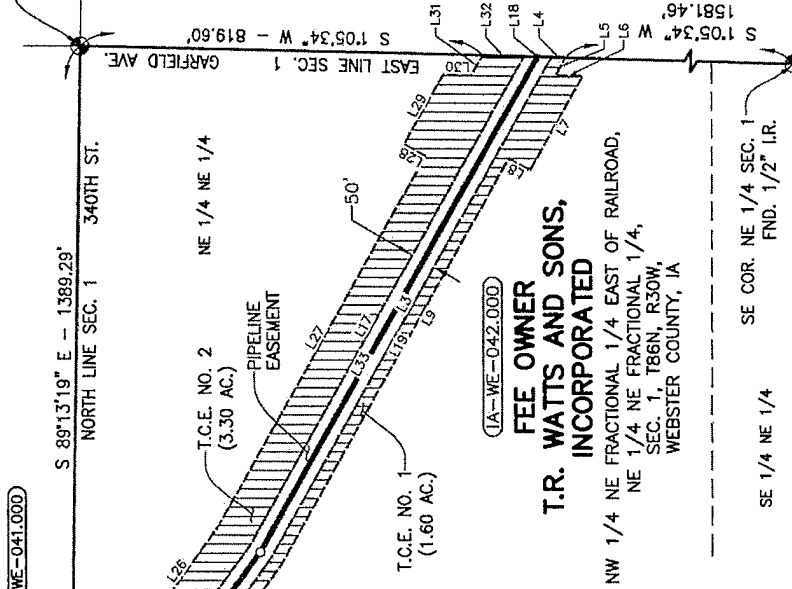
T.C.E. No. 2 Line Table

LINE #	LENGTH	BEARING
L21	130.54'	S89°13'19"E
L22	58.50'	S54°09'20"E
L23	86.57'	S89°20'32"E
L24	129.33'	S54°09'20"E
L25	50.00'	S35°50'40"W
L26	250.85'	S54°09'20"E
L27	963.22'	S60°39'24"E
L28	50.00'	N29°20'36"E
L29	165.69'	S60°39'24"E
L30	56.65'	S17°37'W
L31	46.48'	S60°39'24"E
L32	85.14'	S105°36'W
L33	1146.58'	N60°39'24"W
L34	620.46'	N54°09'20"W

P.E. Line Table

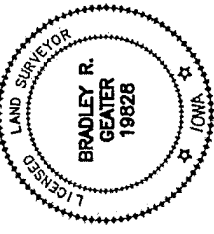
LINE #	LENGTH	BEARING
L15	87.03'	S89°13'19"E
L16	620.46'	S54°09'20"E
L17	1146.58'	S60°39'24"E
L18	56.76'	S105°36'W
L19	1176.29'	N60°39'24"W
L20	694.53'	N54°09'20"W

LENGTH OF PROPOSED PIPELINE: 1818.93 FEET = 110.24 RODS
PIPELINE EASEMENT: (2.09 AC.)
TEMPORARY CONSTRUCTION EASEMENT: (4.90 AC.)



SCALE: 1" = 300'

300' 150' 0' 300'



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

NOTES:

- THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
- BASIS OF BEARING: NAD 83, UTM ZONE 15, USSF

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: 2/8/16
BRADLEY R. GEATER LICENSE NUMBER 19828
McCLURE ENGINEERING COMPANY
1360 NW 121ST ST, CLIVE, IOWA 50325, 515-984-1229
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2017
PAGES OR SHEETS COVERED BY THIS SEAL: 2 SHEETS

SHEET 1

PROJECT NO. DAKOTA ACCESS PIPELINE 10395700		WEBSTER COUNTY		IOWA	
REV.	DATE	BY	DESCRIPTION	DRAWN BY: SAF	DATE: 07/10/15
1	02/03/16	MM	BRG	CHECKED BY:	DWG. NO.
0	07/22/15	SAF	EFG	DATE:	IA-WE-042.000
WOOD GROUP MUSTANG, INC. 17325 PARK ROW, HOUSTON, TX 77064 TEL: 1-832-809-8000				SCALE: 1" = 300'	
PROJECT NO. DAKOTA ACCESS PIPELINE 10395700				REV. 1	

WEBSTER COUNTY, IOWA

SECTION 1, TOWNSHIP 86 NORTH, RANGE 30 WEST OF THE 5TH P.M.

Pipeline Easement Description

A 50.0 foot wide Pipeline Easement:



That part of the Northwest Quarter of the Northeast Fractional Quarter (NW ¼ NE Frac. ¼) and the Northeast Quarter of the Northeast Fractional Quarter (NE ¼ NE Frac. ¼) of Section 1, Township 86 North, Range 30 West of the 5th P.M., Webster County, Iowa, described as: Commencing at a 5/8" Iron Rod at the Northwest Corner of the Northeast Fractional Quarter of said Section 1; thence S89°13'19"E 1,007.00 feet along the North line of said Section 1 to a point on the North line of the T R Watts & Son Incorporated parcel recorded in Volume 129, Page 203, Deed Records, Webster County to the Point of Beginning; Thence continue S89°13'19"E 87.03 feet along the North line of said Section 1 and the North line of said parcel; thence S54°09'20"E 620.46 feet; thence S60°39'24"E 1,146.58 feet to the East line of said Section 1 and the East line of said parcel; thence S01°05'36"W 56.76 feet along said East line; thence N60°39'24"W 1,176.29 feet; thence N54°09'20"W 694.53 feet to the Point of Beginning. Said Pipeline Easement contains 2.09 Acres, more or less.

Temporary Construction Easement

Temporary Construction Easement 1: That part of the Northwest Quarter of the Northeast Fractional Quarter (NW ¼ NE Frac. ¼) and the Northeast Quarter of the Northeast Fractional Quarter (NE ¼ NE Frac. ¼) of Section 1, Township 86 North, Range 30 West of the 5th P.M., Webster County, Iowa, described as: Commencing at a 5/8" Iron Rod at the Northwest Corner of the Northeast Fractional Quarter of said Section 1; thence S89°13'19"E 963.49 feet along the North line of said Section 1 to a point on the North line of the T R Watts & Son Incorporated parcel recorded in Volume 129, Page 203, Deed Records, Webster County to the Point of Beginning; Thence continue S89°13'19"E 43.51 feet along the North line of said Section 1 and the North line of said parcel; thence S54°09'20"E 694.53 feet; thence S60°39'24"E 1,176.29 feet to the East line of said Section 1 and the East line of said parcel; thence S01°05'36"W 28.38 feet along said East line; thence N60°39'24"W 42.04 feet; thence S00°20'47"W 57.17 feet; thence N60°39'24"W 223.92 feet; thence N29°20'36"E 50.00 feet; thence N60°39'24"W 952.89 feet; thence N54°09'20"W 471.37 feet; thence S35°50'40"W 50.00 feet; thence N54°09'20"W 270.91 feet; thence S89°20'32"E 86.77 feet; thence N54°09'20"W 60.20 feet to the Point of Beginning. Said Temporary Construction Easement contains 1.60 Acres, more or less.

Temporary Construction Easement 2: That part of the Northwest Quarter of the Northeast Fractional Quarter (NW ¼ NE Frac. ¼) and the Northeast Quarter of the Northeast Fractional Quarter (NE ¼ NE Frac. ¼) of Section 1, Township 86 North, Range 30 West of the 5th P.M., Webster County, Iowa, described as: Commencing at a 5/8" Iron Rod at the Northwest Corner of the Northeast Fractional Quarter of said Section 1; thence S89°13'19"E 1,094.03 feet along the North line of said Section 1 to a point on the North line of the T R Watts & Son Incorporated parcel recorded in Volume 129, Page 203, Deed Records, Webster County to the Point of Beginning; Thence continue S89°13'19"E 130.54 feet along the North line of said Section 1 and the North line of said parcel; thence S54°09'20"E 58.50 feet; thence S89°26'14"E 86.57 feet; thence S54°09'20"E 129.33 feet; thence S35°50'40"W 50.00 feet; thence S54°09'20"E 250.85 feet; thence S60°39'24"E 863.22 feet; thence N29°20'36"E 50.00 feet; thence S60°39'24"E 165.69 feet; thence S01°17'37"W 56.65 feet; thence S60°39'24"E 46.48 feet to the East line of said Section 1 and the East line of said parcel; thence S01°05'36"W 85.14 feet along said East line; thence N60°39'24"W 1,146.58 feet; thence N54°09'20"W 620.46 feet to the Point of Beginning. Said Temporary Construction Easement contains 3.30 Acres, more or less.

SHEET 2

				 DAKOTA ACCESS, LLC				
1	02/03/16	MM		BRG				
0	07/22/15	SAF		EFG				
REV.	DATE	BY		DESCRIPTION				
				CHK.				
PROJECT NO. DAKOTA ACCESS PIPELINE 10395700				WEBSTER COUNTY				
 WOOD GROUP MUSTANG, INC. 17325 PARK ROW, HOUSTON, TX 77084 TEL: 1-832-809-8000				DRAWN BY: SAF		DATE: 07/10/15	DWG. NO.	REV.
				CHECKED BY:		DATE:	IA-WE-042.000	1
				SCALE: N.T.S.		APP.:		

FILE: C:\Users\mustang\Desktop\MM DAPL PLAT COMPLETED MM\A-WE-042.000.dwg PLOT DATE: 2/5/2016 BY: MUSTANG

Number: 2017-05716
BK: PG:
Recorded: 12/13/2017 at 9:51:00.0 AM
Fee Amount: \$37.00
Revenue Tax:
Lindsay Laufersweiler RECORDER
Webster County, Iowa

SUPPLEMENT TO EASEMENT AGREEMENT
Recorder's Cover Sheet

Preparer Information:	Rick Hoyer c/o Dakota Access, LLC 1300 Main Street Houston, Texas 77002 (713) 398-2488
Taxpayer Information: (Name & Address of Owner)	T. R. Watts & Son, Inc Grand Junction, IA 50107
Return Document To:	Rick Hoyer c/o Dakota Access, LLC 1300 Main Street Houston, Texas 77002 (713) 398-2488
Grantors:	T. R. Watts & Son, Incorporated
Grantees:	Dakota Access, LLC
Legal Description:	See Exhibit A-1

**This document was prepared by
and after recording mail to:**

Dakota Access, LLC
Right of Way Department
1300 Main Street
Houston, Texas 77002

This Space Reserved for Recorder Only

TRACT NUMBER: IA-WE-042.000

**TAX PARCEL NUMBER(S): 1701426001, 1701200006, 1701200003, 1701200005,
1701200002**

PROJECT: Dakota Access Pipeline

COUNTY: Webster

SUPPLEMENT TO EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That DAKOTA ACCESS, LLC, a Delaware limited liability company, whose mailing address is 1300 Main Street, Houston, Texas 77002 (hereinafter referred to as "Dakota Access"), is the owner of a certain right-of-way and easement granted by T.R. Watts & Sons, Incorporated, on the 5th day of August, 2016, recorded on the 24th day of August, 2016, as Instrument Number 2016-03806, in the records of Webster County Recorder, in and for Webster County, Iowa (hereinafter referred to as "Easement"); and

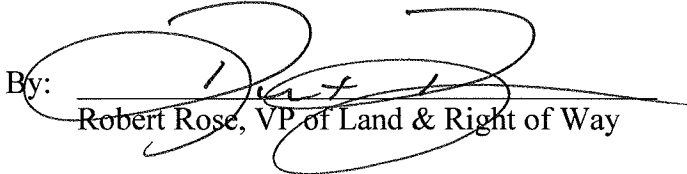
WHEREAS, per the terms and conditions of the Easement, Dakota Access is hereby supplementing Exhibit A of said Easement with a new Exhibit A-1 which:

- (a) shows the definite location of the installed Pipeline as determined by an as-built survey, and
- (b) provides the legal description of the Permanent Easement Premises.

To the extent not expressly modified by this Supplement, the provisions of the Easement Agreement described above shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument has been executed as of this 15th day of November, 2017.

Dakota Access, LLC,
a Delaware limited liability company

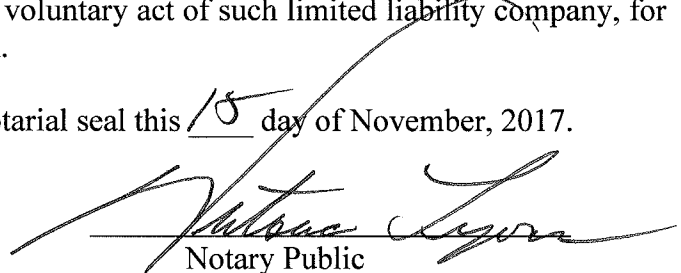
By: 
Robert Rose, VP of Land & Right of Way

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, VICTORIA LYONS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the person whose name is subscribed to this instrument is personally known to me to be a duly authorized representative of Dakota Access, LLC, a Delaware limited liability company, and that he appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, and as the free and voluntary act of such limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15 day of November, 2017.


Notary Public

My commission expires: _____

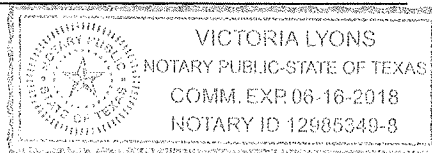


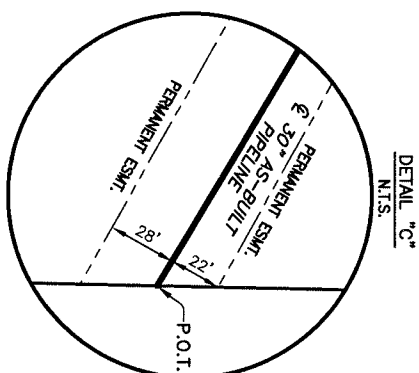
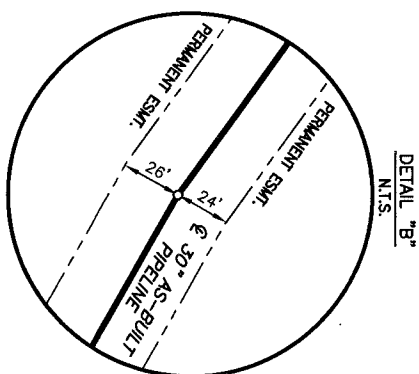
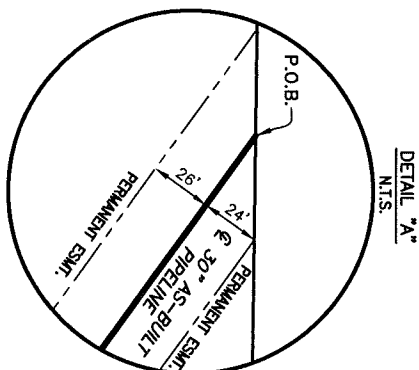
Exhibit A-1



Depiction of the Permanent Easement Premises and the Temporary Easement Premises

See attached.

42157-0000
CH2\15165113.4

WEBSTER COUNTY, IOWA
SECTION 1, TOWNSHIP 86 NORTH, RANGE 30 WEST OF THE 5TH P.M.
EXHIBIT A-1



REV.	DATE	BY	DESCRIPTION	CHK.
00	05/16/17	DV	ISSUED FOR AS-BUILT	JBK
00				
PROJECT NO. 10395700				
 WOOD GROUP USA, INC. IOWA REGISTERED ENGINEERING FIRM				
 DAKOTA ACCESS, LLC 50' PERMANENT EASEMENT T.R. WATTS AND SON, INC.				
WEBSTER COUNTY		IOWA		
DRAWN BY: SMR	DATE: 06/22/16	DWG. NO.		REV.
CHECKED BY: JBK	DATE: 05/23/17	IA-WE-042.000		00
SCALE: N.T.S.	APP: WG			

WEBSTER COUNTY, IOWA
SECTION 1, TOWNSHIP 86 NORTH, RANGE 30 WEST OF THE 5TH P.M.
EXHIBIT A-1

Permanent Easement Description

A 50.0 foot wide Permanent Easement:



That part of the East Half (E1/2), East of railroad right-of-way, less 24.24 Acres of Section 1, Township 86 North, Range 30 West of the 5th P.M., Webster County, Iowa. Commencing at a 1/2 inch iron rod found for the Northeast corner of said Section 1 and the Northeast corner of the T.R. Watts and Son, Inc. tract; thence N89°13'19"W 1563.34 feet along the North line of said Section 1 and the North line of said Watts and Son, Inc. tract to the Point of Beginning. Said Permanent Easement described as being 25 foot left and 25 foot right of the following centerline; thence S54°09'20"E 657.50 feet to a point; thence S60°39'24"E 1161.44 feet to the Point of Termination in the East line of said Section 1 and the East line of said Watts and Son, Inc. tract from which a 1/2 inch iron rod found for the East Quarter corner of said Section 1 bears S01°05'36"W 1638.17 feet along the East line of said Section 1 and the East line of said Watts and Son, Inc. tract. Said Permanent Easement contains 2.09 Acres, more or less.

As-Built Pipeline Description

Centerline of Installed 30" Pipeline:

That part of the East Half (E1/2), East of railroad right-of-way, less 24.24 Acres of Section 1, Township 86 North, Range 30 West of the 5th P.M., Webster County, Iowa. Commencing at a 1/2 inch iron rod found for the Northeast corner of said Section 1 and the Northeast corner of the T.R. Watts and Son, Inc. tract; thence N89°13'19"W 1562.64 feet along the North line of said Section 1 and the North line of said Watts and Son, Inc. tract to the Point of Beginning of the herein described centerline of the installed 30 inch pipeline; thence S54°20'40"E 311.02 feet to a point; thence S54°06'43"E 345.61 feet to a point; thence S60°34'55"E 741.69 feet to a point; thence S61°51'31"E 293.90 feet to a point; thence S59°04'44"E 124.52 feet to the Point of Termination in the East line of said Section 1 and the East line of said Watts and Son, Inc. tract from which a 1/2 inch iron rod found for the East Quarter corner of said Section 1 bears S01°05'36"W 1641.54 feet along the East line of said Section 1 and the East line of said Watts and Son, Inc. tract. Said installed 30 inch pipeline having a total length of 1816.74 feet (110.11 rods).

SHEET 3 OF 3

<table border="1"> <tr> <td>00</td> <td>05/16/17</td> <td>DV</td> <td>ISSUED FOR AS-BUILT</td> <td>JBK</td> </tr> <tr> <td>REV.</td> <td>DATE</td> <td>BY</td> <td>DESCRIPTION</td> <td>CHK.</td> </tr> </table>				00	05/16/17	DV	ISSUED FOR AS-BUILT	JBK	REV.	DATE	BY	DESCRIPTION	CHK.	 DAKOTA ACCESS, LLC 50' PERMANENT EASEMENT T.R. WATTS AND SON, INC.			
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REV.	DATE	BY	DESCRIPTION	CHK.													
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					CHECKED BY: JBK		DATE: 05/23/17		REV.								
					SCALE: N.T.S.		APP.: WG		IA-WE-042.000 00								

FILE: R:\Projects\103957\DISCIPLINE\CAD\DRAWINGS\94-PROPERTY_PLAT\AS-BUILT\IOWA\WEBSTER COUNTY\AB-IA-WE-042.000.dwg PLOT DATE: 6/5/2017 BY: HUMBERSON, JEREMY