

DEPARTMENT OF THE ARMY
EASEMENT FOR PIPELINE RIGHT-OF-WAY
LOCATED ON
IOWA ARMY AMMUNITION PLANT
DES MOINES COUNTY, MIDDLETOWN, IOWA

This Easement is made on behalf of **THE UNITED STATES OF AMERICA** (the “United States”), between **THE SECRETARY OF THE ARMY**, acting by and through the Chief, Real Estate Division, U.S. Army Engineer District, Omaha District hereinafter referred to as the “Grantor”, under and by virtue of the authority vested in Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, and (Name and address of the successful bidder), hereinafter referred to as the “Grantee.”

NOW THEREFORE:

The Grantor, for good and valuable consideration set forth below, the receipt and sufficiency of all of which are hereby acknowledged, upon and subject to the terms, covenants and conditions set forth in this Easement, does hereby:

Grant and convey to Grantee, an easement for the operation, maintenance, repair, removal, upgrade, and replacement of the existing underground eight (8) inch water line, twelve (12) inch sanitary sewer and twenty-four (24) inch storm water collection line and related improvements, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in Exhibit A, hereinafter referred to as the “Premises”, which is attached hereto and made a part hereof.

Make no claim of title during the term of this Easement to any easement Facilities of whatever nature located, constructed, or placed on the Premises during the term of the Easement by, or on behalf of, the Grantee; and title to any such Facilities and any addition or alteration to the Facilities, shall, upon completion thereof, immediately vest in the Grantee. The Facilities shall remain real property for the duration of this Easement.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is hereby granted in perpetuity so long as the Grantee remains in compliance with any or all of the conditions of this easement

2. CONSIDERATION, MITIGATION, AND DAMAGES

The consideration for this easement shall be the construction, operation and maintenance of a public [road, utility] for the benefit of the United States and the general public in accordance with the terms herein set forth.

3. NOTICES

a. All correspondence and notices to be given pursuant to this easement shall be in writing and addressed, if to the Grantee, to **(Name and address of successful bidder)** and if to the Grantor, to: Omaha District Commander, U.S. Army Engineer District, ATTN: CENWO-RE-S , 1616 Capitol Avenue, Suite 9000, Omaha, Nebraska 68102-9000; with reference to the Easement number: DACA45-2-15-6039 or as may from time to time otherwise be directed by the parties. Both Grantor and Grantee have an obligation to ensure that the other party has their accurate address.

b. Notices shall be mailed by certified mail, postage prepaid, return receipt requested, addressed to the addresses above. The effective date of the notice shall be the earlier of the actual date of receipt or the date the addressee is notified of the attempted delivery of the certified mail, whether or not the addressee actually accepts delivery.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Grantor" or "Chief, Real Estate Division" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE GRANTOR

a. The construction, operation, maintenance, repair or replacement of said Facilities, including related facilities, culverts and other drainage facilities, and the Premises shall be performed at no cost or expense to the United States under the general supervision and subject to the approval of the Grantor's representative having immediate jurisdiction over the property, hereinafter designated as "said officer," and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon. The Grantee shall have the right of ingress and egress for such purposes, subject to approval of access by said officer.

b. The use and occupation of the Premises incident to the exercise of the privileges and purposes hereby granted shall be subject to such rules and regulations as the said officer may

from time to time prescribe.

6. APPLICABLE LAWS AND REGULATIONS

a. The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located. The Grantee shall be solely responsible for obtaining at its cost and expense any permits or licenses required for its operations under this Easement, independent of any existing permits or licenses held by the Grantor.

b. The Grantee shall promptly report to the Grantor any incident for which the Grantee is required to notify a Federal, State or local regulatory agency or any citation by Federal, State or local regulatory agency of non-compliance with any applicable law, ordinance or regulation.

7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the Grantor.

8. INSPECTION AND REPAIRS

a. Upon completion of any phase of the Easement activities which causes damage to the Premises, the Grantee shall restore said damage immediately, at the Grantee's own expense, to the same condition in which they existed prior to the commencement of such work, to the satisfaction of the said officer.

b. The Grantee shall supervise the said Premises and Facilities and cause it to be inspected at reasonable intervals, and shall immediately repair any defects or leaks found by such inspection, or when requested by the Grantor to repair any defects or leaks.

9. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantee under this Easement, and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the Grantee in an amount to reimburse for the loss satisfactory to the Grantor.

10. RIGHT TO ENTER

The right is reserved to the Grantor, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. RIGHT TO CONNECT - THIS CONDITION IS DELETED

The Grantor reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time to time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the Grantee of the right-of-way herein granted.

12. REQUIRED SERVICES - THIS CONDITION IS DELETED

The Grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the Grantor at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the Grantee for similar service.

13. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

14. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

15. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the Grantee.

16. OTHER AGENCY AGREEMENTS

It is understood that the provisions of this easement shall not abrogate or interfere with any agreements or commitments made or entered into between the Grantee and any other agency of the United States with regard to financial aid to the Grantee in connection with the installation, construction, operations, maintenance, or repair of the facilities herein authorized.

17. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the Grantee.

18. TERMINATION

This easement may be terminated by the Grantor upon 30 days written notice to the Grantee if the Grantor shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Grantor for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

19. SOIL AND WATER CONSERVATION

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

20. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

21. ENVIRONMENTAL SITE ASSESSMENT – THIS CONDITION IS DELETED

No Environmental Condition of Property (ECP) is deemed necessary as it is the opinion of American Ordnance (the Iowa Army Ammunition Plant ((IAAAP)) operating coordinator) and IAAAP's Environmental Coordinator that no serious environmental issues exist on the Premises. Any minor issues would have been documented in Section C of the Report of Availability (ROA). The ROA and accompanying Record of Environmental Consideration (REC) are on file and available for review at the Omaha District office of the U.S. Army Corps of Engineers.

22. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

23. NON-DISCRIMINATION

a. The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The Grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000d); the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Grantee, its agents, successors, transferees, and assignees.

24. RESTORATION

On or before the termination or revocation of this easement, the Grantee shall, without expense to the United States and within such time as said officer may indicate, restore the premises to the satisfaction of said officer. In the event the Grantee shall fail to restore the premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

25. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the premises are concerned; and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. 403), Section 404 of the Clean Water Act (33 U.S.C. 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the premises.

Prior to the execution of this easement, Condition Nos. 11, 12, and 21 were deleted and the following site specific Conditions 26 and 27 were added hereto and made a part hereof:

26. USE OF THE PREMISES

No structures, power lines, pipelines or ground disturbance other than that herein authorized may be constructed or pursued upon the premises unless and until the type, use, design and proposed location has been approved in writing by said officer. Improvements constructed in accordance with plans approved by said officer shall remain the property of the grantee, or subsequent assignees, subject, however, to the provisions of the Condition on **RESTORATION**.

27. FACILITIES AND IMPROVEMENTS

a. The Secretary has determined that since the facilities described above will be consumed by the end date of the Easement and these assets will be removed from the financial books of the Army, this Easement is a capital grant under the Department of the Army accounting practices. In furtherance thereof, the Secretary hereby grants, conveys, and quitclaims unto the grantee, its successors and assigns, all of the Secretary's right, title and interest in and to the facilities currently located on the premises, as described in the granting clause, subject to the provisions of the Condition on **RESTORATION**.

b. The Secretary hereby makes no claim of title during the term of the Easement to any facilities or improvements located, constructed or placed on the premises on or after the effective date of this Easement, by, or on behalf of, the grantee during the term of this Easement. Title to future facilities and improvements and to any replacement, repair, addition or alteration to said facilities and improvements shall, upon completion thereof, immediately vest in the grantee.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

Signature pages follow.

IN WITNESS WHEREOF, I have hereunto set my hand by authority

of the Secretary Army, this _____ day of _____, 2015.

David V. Chipman
Chief, Real Estate Division
Real Estate Contracting Officer

A C K N O W L E D G M E N T

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, within my jurisdiction, the within named _____, who acknowledged that he is the Chief of Real Estate Division, U.S. Army Engineer District, Omaha, Nebraska, and that in said capacity he executed the above and foregoing Easement for a Pipeline Right-Of-Way by authority of the Secretary of the Army for the purposes therein expressed and as the act and deed of the United States of America.

GIVEN UNDER MY HAND AND SEAL, this _____ day of _____, **2015**.

(SEAL)

NOTARY PUBLIC

My Commission Expires:

THIS EASEMENT is also executed by the Grantee this _____ day of _____, 2015.

(NAME)

BY: _____

TITLE: _____

A C K N O W L E D G M E N T

STATE OF _____

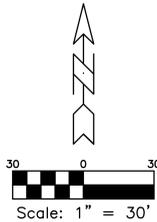
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the county and state, on this _____ day of _____, _____, within my jurisdiction, the within named _____, who acknowledged that he/she is [official title] of <<GRANTEE>> a _____ Limited Liability Company, and that for and on behalf of the said company, and as its act and deed he/she executed the above and foregoing instrument after having been duly authorized by said company so to do.

(SEAL)

NOTARY PUBLIC

My Commission Expires:



LEGEND

CORPORATE LIMITS

SECTION LINE

NORTHWEST CORNER SECTION 36, T70N, R4W

S89°56'00"E 800.00'

DES MOINES COUNTY HIGHWAY 79 (GEODE ROAD)

NORTH 1/4 CORNER SECTION 36, T70N, R4W

S00°34'00"E 50.00' PLACE OF BEGINNING

S89°56'00"E 20.00'

R.O.W.

R.O.W.

FORMER EAST BOUNDARY U.S.A.R. CENTER

FORMER UNITED STATES ARMY RESERVE CENTER

UNITED STATES OF AMERICA IOWA ARMY AMMUNITION PLANT

WEST CORPORATE LIMITS AND PARK BOUNDARY

CITY OF MIDDLETOWN

CORPORATE LIMITS

DESCRIPTION – EASEMENT FOR UTILITIES:

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, T70N, R4W OF THE 5TH PM, DES MOINES COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36;
 THENCE S89°56'00"E 800.00' ALONG THE SECTION LINE;
 THENCE S00°34'00"E 50.00' TO THE SOUTH RIGHT OF WAY LINE OF DES MOINES COUNTY HIGHWAY NUMBER 79 AND THE PLACE OF BEGINNING;
 THENCE S89°56'00"E 20.00' ALONG SAID SOUTH RIGHT OF WAY LINE;
 THENCE S00°34'00"E 315.02';
 THENCE S74°09'24"E 354.01' TO THE WEST CORPORATE LIMITS OF THE CITY OF MIDDLETOWN;
 THENCE S00°03'54"W 155.87' ALONG SAID WEST CORPORATE LIMITS;
 THENCE N74°09'24"W 373.07';
 THENCE N00°34'00"W 465.72' TO THE PLACE OF BEGINNING.

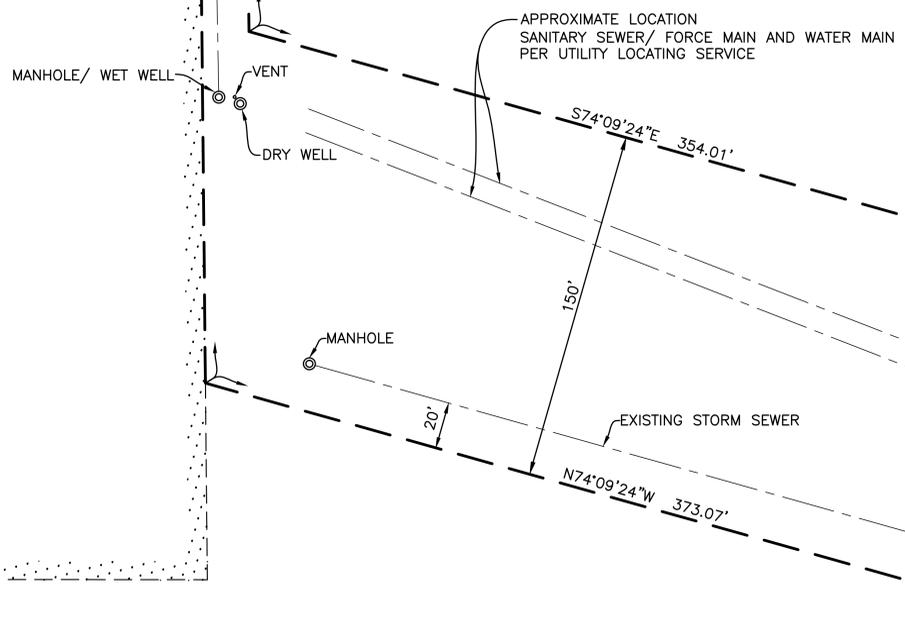


Exhibit A
 Attached hereto and made a part hereof
 DACA45-2-15-6039

FLARED END

DRAWN: MDC	CHECKED:	BOOK: 248C	PAGE: 27	NO.	REVISIONS:	BY	APPR.	DATE
KLINGNER & ASSOCIATES P.C.								
Engineers • Architects • Surveyors								
616 North 24th Street, Quincy, IL		Ph (217)223-3670 • Fax (217)223-3603						
610 Paris Gravel Road, Hannibal, MO		Ph (573)221-6020 • Fax (573)221-0012						
610 N. 4th Street, Suite 100, Burlington, IA		Ph (319)752-3603 • Fax (319)752-3605						
49 North Prairie Street, Galena, IL		Ph (309)342-4042 • Fax (309)341-3781						
Internet Address: www.klingner.com								
EASEMENT FOR UTILITIES IOWA ARMY AMMUNITION PLANT PROPERTY MIDDLETOWN, IOWA						DRAWING NO. 7071-1		
EXHIBIT "A" TO DACA45-2-15-6004						DATE: 12/4/14		
						14-2257		
						SHEET NO. 1 OF 1		