

RESOLUTION 1672

**RESOLUTION APPROVING THE ENCROACHMENT AGREEMENT
WIT MID-AMERICA PIPELINE CO., LLC**

WHEREAS, the City of West Branch owns a certain tract of land located in Cedar County, Iowa and more particularly described as follows:

Being Outlot B, Cedar Addition, Part Two, West Branch, Cedar County, Iowa and the NW ¼ of the SE ¼ of Section 6, Township 79 North, Range 4 West of the 5th P.M., West Branch, Cedar County, Iowa and more particularly described in that certain Warranty Deed from PV Properties, LLC to City of West Branch, effective July 31, 2013 and recorded August 2, 2013 in Book 1183, Page 212 in the Cedar County Recorder's Office, Cedar County, Iowa (the "Property"); and

WHEREAS, Mid-America Pipeline Company LLC, holds a certain right of way and easement upon, over, under and through the Property, more particularly described in that certain Grant of Easement from Carl Sagert and Anna Bernice Sagert to Mid-America Pipeline Company recorded under document number 4206 in the Cedar County Recorder's Office, Cedar County, Iowa (the "Easement"); and

WHEREAS, Mid-America Pipeline Company LLC, owns and operates a pipeline that is located within the Easement and commonly known as line number 600-601-602, East Leg Mainline pipeline (the "Pipeline"; the Pipeline together with any related valves, meters, equipment, and other appurtenances, collectively the "Facilities") that runs through the Property pursuant to the Easement; and

WHEREAS, the City of West Branch desires to construct one (1) twenty-four foot (24') wide, eight inch (8") thick reinforced PCC surface rigid pavement parking lot main drive crossover; one (1) twenty-four inch (24") RCP storm sewer line; one (1) eight inch (8") SDR 26 PVC sanitary sewer line; and one (1) six inch DIP water main line as shown on the plans dated March 17, 2017 and attached hereto as Exhibit A under the Pipeline, which will encroach on the Easement (the "Encroachment"); and

WHEREAS, the City of West Branch also desires to obtain Mid-America Pipeline Company's consent to encroach on the Easement and Facilities; and

WHEREAS, Mid-America Pipeline Company LLC, is subject to the terms and conditions hereinafter stated, is willing to permit the Encroachment.

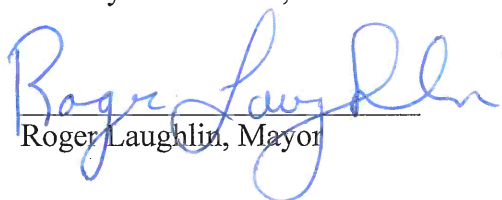
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the Council, in consideration of the premises and mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mid-America Pipeline LLC hereby agrees to accommodate the Encroachment, subject to the following terms and conditions, and Mid-America Pipeline and the City of West Branch hereby agree as follows:

1. Recitals: The foregoing Recitals are hereby incorporated into and made part of this Agreement.

2. Assumption of Risk: The City of West Branch assumes all risks for damages, injuries, or loss to either property or persons, which may be incurred by the City of West Branch or its agents, invitees, guests, or licensees present on, or in the vicinity of, the Easement and in any way associated with the Encroachment. Any maintenance or improvements to or repairs of the Encroachment that may become necessary shall be the sole responsibility, and performed at the sole cost and expense, of the city. Furthermore the City of West Branch shall keep all portions of the Encroachment in good repair.

3. Construction Parameters: Construction activity of any kind, including, but not limited to, equipment movement, materials storage, boring, and digging that take place within the Easement will require 48 hours (two working days) prior notice to Iowa One-Call at 811. A Mid-America Pipeline Company LLC, representative must be present during any of the aforementioned construction activities and Landowner acknowledges that company's representative shall have full authority to stop any of the City of West Branch's excavation or construction related activities within the Easement if Mid-America Pipeline Company's representative, in his/her sole discretion, believes the city's activities could result in damage to the Facilities or pose a threat to the environment or public safety. The presence of Mid-America Pipeline Company's representative will not relieve the City of West Branch of any liability under this Resolution and attached Agreement.

Passed and approved this 4th day of December, 2017.


Roger Laughlin, Mayor

ATTEST:


Redmond Jones II, City Administrator/Clerk

ENCROACHMENT AGREEMENT

STATE OF IOWA §
 §
COUNTY OF CEDAR §

This Encroachment Agreement ("Agreement") is made and entered into by and between MID-AMERICA PIPELINE CO., LLC (hereinafter referred to as "Company") whose mailing address is c/o Land Department, P.O. Box 4324, Houston, Texas 77210-4324 and physical address is c/o Land Department, 9420 W. Sam Houston Parkway N., Houston, Texas 77064-6317, and CITY OF WEST BRANCH, IOWA (hereinafter referred to as "Landowner"), whose address is 110 N. Poplar, West Branch, Iowa 52358, upon the following terms and conditions:

WITNESSETH:

WHEREAS, Landowner owns a certain tract of land located in Cedar County, Iowa and more particularly described as follows:

Being Outlot B, Cedar Addition, Part Two, West Branch, Cedar County, Iowa and the NW ¼ of the SE ¼ of Section 6, Township 79 North, Range 4 West of the 5th P.M., West Branch, Cedar County, Iowa and more particularly described in that certain Warranty Deed from PV Properties, LLC to City of West Branch, effective July 31, 2013 and recorded August 2, 2013 in Book 1183, Page 212 in the Cedar County Recorder's Office, Cedar County, Iowa (the "Property");

WHEREAS, Company holds a certain right of way and easement upon, over, under and through the Property, more particularly described in that certain Grant of Easement from Carl Sagert and Anna Bernice Sagert to Mid-America Pipeline Company recorded under document number 4206 in the Cedar County Recorder's Office, Cedar County, Iowa (the "Easement");

WHEREAS, Company owns and operates a pipeline that is located within the Easement and commonly known as line number 600-601-602, East Leg Mainline pipeline (the "Pipeline"; the Pipeline together with any related valves, meters, equipment, and other appurtenances, collectively the "Facilities") that runs through the Property pursuant to the Easement;

WHEREAS, Landowner desires to construct one (1) twenty-four foot (24') wide, eight inch (8") thick reinforced PCC surface rigid pavement parking lot main drive crossover; one (1) twenty-four inch (24") RCP storm sewer line; one (1) eight inch (8") SDR 26 PVC sanitary sewer line; and one (1) six inch DIP water main line as shown on the plans dated March 17, 2017 and attached hereto as Exhibit A under the Pipeline, which will encroach on the Easement (the "Encroachment");

WHEREAS, Landowner desires to obtain Company's consent to encroach on the Easement and Facilities; and

WHEREAS, Company, subject to the terms and conditions hereinafter stated, is willing to permit the Encroachment.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees to accommodate the Encroachment, subject to the following terms and conditions, and Company and Landowner hereby agree as follows:

4. Recitals: The foregoing Recitals are hereby incorporated into and made part of this Agreement.

5. Assumption of Risk: Landowner assumes all risks for damages, injuries, or loss to either property or persons, which may be incurred by Landowner or its agents, invitees, guests, or licensees present on, or in the vicinity of, the Easement and in any way associated with the Encroachment. Any maintenance or improvements to or repairs of the Encroachment that may become necessary shall be the sole responsibility, and performed at the sole cost and expense, of Landowner. Landowner shall keep all portions of the Encroachment in good repair.

6. Construction Parameters: Construction activity of any kind, including, but not limited to, equipment movement, materials storage, boring, and digging that take place within the Easement will require 48 hours (two working days) prior notice to Iowa One-Call at 811. A Company representative must be present during any of the aforementioned construction activities and Landowner acknowledges that Company's representative shall have full authority to stop any of Landowner's excavation or construction related activities within the Easement if Company's representative, in his/her sole discretion, believes Landowner's activities could result in damage to the Facilities or pose a threat to the environment or public safety. The presence of Company's representative will not relieve Landowner of any liability under this Agreement.

7. The following language must be conspicuously displayed on all drawings depicting the Pipeline(s):

WARNING!

HIGH PRESSURE PIPELINE(S)

Excavation and/or Construction Prohibited without Prior Written Permission From
Mid-America Pipeline Co., LLC

8. Construction Parameters (continued): No equipment will be allowed to work over the Pipeline, unless approved by Company's representative. Company will require a minimum of 72 hours written notice prior to crossing the Pipeline with heavy equipment. Excavators must work/dig parallel to the Pipeline, and the buckets must have barred teeth. Any excavation within eighteen (18) inches plus half the diameter of the Pipeline will be done by hand; however, no mechanical excavation should ever be performed less than two (2) feet from the Pipeline. No vibratory compaction equipment is allowed within the Easement. Landowner's crossing(s) will be as close to ninety (90)

degrees as possible to the Pipeline, but not less than forty-five (45) degrees. Company will require physical verification of Pipeline depth of cover and alignment, at Landowner's expense, prior to work being performed near the Pipeline. The method of physical verification, whether hydro-excavation or other means, shall be coordinated and approved by Company's field representative. If the Pipeline is not at the anticipated alignment or depth, Landowner shall adjust the Encroachment accordingly at no expense to Company. A minimum of four feet and six inches (4'6") of cover must be maintained over the Pipeline and shall include temporary two (2) foot thick Macadam "Bridging".

9. Roadway: Landowner will maintain a minimum of four (4) feet of cover between the top of the Pipeline and the top of the road surface(s). Landowner shall be responsible for all future damage to Proposed Mainline Drive including its replacement or restoration in the event that Company, or its designee, must access the Pipeline and/or associated right-of-way to perform routine or emergency maintenance.

10. Underground Pipelines and Utilities: All underground pipelines and utilities will be installed under the Pipeline. Landowner will install the aforementioned storm sewer line in such a way that a minimum vertical separation of seven feet (7') between the bottom of the Pipeline and the top of Landowner's storm sewer line is maintained. Landowner will install the aforementioned sanitary sewer line in such a way that a minimum vertical separation of six feet and six inches (6'-6") between the bottom of the Pipeline and the top of Landowner's sewer line is maintained. Landowner will install the aforementioned water main in such a way that a minimum vertical separation of three feet (3') between the bottom of the Pipeline and the top of Landowner's water main is maintained. Landowner shall include warning tape in accordance with the American Public Works Association (APWA) Uniform Color Code, above the storm sewer, sanitary sewer and water main lines, twelve inches (12") below ground and shall extend at least twenty feet (20') each direction measured from the crossing point. In coordination with and at the discretion of the Company's field representative, Landowner shall provide adequate pipeline support **every fifteen feet (15') of unsupported pipeline span, to include any exposed apparent circumferential joints, when exposing the Pipeline via open trench as it relates to the open trench construction for the aforementioned storm sewer line and aforementioned water main. COMPANY reserves the right to inspect and possibly recoat the exposed pipeline. The open trench shall be constructed in a manner that allows for safe manned entry into the trench per OSHA standards.** In regards to the aforementioned sanitary sewer line, in coordination with and at the discretion of the Company representative, Landowner shall provide adequate inspection potholes minimum thirty-six inches (36") below the Pipeline when installing the aforementioned eight inch (8") SDR 26 PVC sanitary sewer line via trenchless construction. All bore pits shall be outside the Pipeline right-of-way. In coordination and at the discretion of the Company representative, Landowner shall provide adequate inspection potholes minimum thirty-six inches (36") below the Pipeline when installing the aforementioned eight inch (8") SDR 26 PVC sanitary sewer line via trenchless construction. All bore pits shall be outside the Pipeline right-of-way.

11. Heavy Equipment: **Landowner will cross the Pipeline and/or Easement with heavy equipment at the APPROVED crossing areas ONLY.** Landowner will

place Macadam Bridging (copy of drawing attached as Exhibit C) over the Pipeline and/or Easement as determined by Company's field representative. **Landowner shall maintain minimum depth of four feet and six inches (4'-6") of cover over the Pipeline Easement.**

12. Excavated Material: **Excavated material will not be placed over the Pipeline nor within the Pipeline Easement.** Landowner agrees to clean up and repair all damages to the Easement resulting from the work on or across the Easement. Any and all damage repairs and cleanup of the Easement will be subject to Company's acceptance.

13. Landscaping: Large landscaping is not permitted on the Easement, including, but not limited to, trees, shrubs, and large landscaping with a mature untrimmed height greater than eighteen (18) inches. Company reserves the right to trim canopy of any trees or other vegetation adjacent to the Easement to prevent overhang onto the Easement.

14. No Interference: Landowner shall at all times conduct all of its activities within the Easement in such a manner as not to interfere with or impede in any manner whatsoever the operation of the Facilities and any related activities of Company. If at any time Company, in its sole discretion, determines that the safety, operation, or maintenance of the Facilities is adversely affected by the Encroachment, Company may take any and all necessary action to protect the Easement and Facilities from such adverse condition. In accordance with Section 13, Landowner shall promptly reimburse Company for its reasonable costs incurred in protecting or modifying the Facilities from, or to eliminate, such adverse condition.

15. **INDEMNIFICATION**

(A) GENERAL INDEMNITY: EXCEPT WITH RESPECT TO CLAIMS RELATING TO BODILY INJURY OR DEATH OF AN EMPLOYEE (AS DEFINED IN THE NEXT PARAGRAPH), LANDOWNER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS (COLLECTIVELY "INDEMNIFY") COMPANY, ITS AFFILIATES, PARTNERS, MEMBERS, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY THE "INDEMNIFIED PARTIES" OR INDIVIDUALLY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, INJURIES, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES (COLLECTIVELY "CLAIMS"), FOR BODILY OR PERSONAL INJURIES, INCLUDING, BUT NOT LIMITED TO, DEATH, TO ANY PERSON OR DAMAGES TO OR DESTRUCTION OF PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF USE THEREOF, ACTUALLY OR ALLEGEDLY CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE ENCROACHMENT, THE CONSTRUCTION OF THE ENCROACHMENT, OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE OR REGULATION OR OTHER ACT OR OMISSION BY LANDOWNER OR ITS RESPECTIVE AGENTS, CONTRACTORS OR EMPLOYEES, OR ANY OTHER PARTY FOR WHOSE ACTS LANDOWNER IS LIABLE ("LANDOWNER PARTY"), AND INCLUDING, BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES INCURRED BY THE INDEMNIFIED PARTIES IN DEFENSE OF SUCH CLAIMS. LANDOWNER'S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN PART BY THE STRICT LIABILITY OR THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY, EVEN IF SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE OR PASSIVE, DIRECT OR INDIRECT OR CONCURRENT. THIS INDEMNITY AGREEMENT IS INTENDED TO INDEMNIFY THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE. **NOTWITHSTANDING THE FOREGOING, IF SUBCHAPTER C OF CHAPTER 151 OF THE TEXAS INSURANCE CODE**

APPLIES TO THIS AGREEMENT, THIS INDEMNITY PROVISION SHALL NOT APPLY TO THE EXTENT THAT IT REQUIRES LANDOWNER TO INDEMNIFY AN INDEMNIFIED PARTY AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE INDEMNIFIED PARTY, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNIFIED PARTY, OTHER THAN LANDOWNER OR ITS AGENTS, EMPLOYEES OR CONTRACTORS OF ANY TIER.

(B) INDEMNITY FOR EMPLOYEE CLAIMS: LANDOWNER AGREES TO AND SHALL INDEMNIFY THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF LANDOWNER OR ANY LANDOWNER PARTY OR THEIR RESPECTIVE AGENTS OR EMPLOYEES (COLLECTIVELY “EMPLOYEE” FOR THE PURPOSE OF THIS SECTION), ACTUALLY OR ALLEGEDLY CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE ENCROACHMENT THE CONSTRUCTION OF THE ENCROACHMENT, OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS DUE TO NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE OR REGULATION OR OTHER ACT OR OMISSION BY LANDOWNER OR ANY LANDOWNER PARTY OR THEIR RESPECTIVE AGENTS OR EMPLOYEES OR ANY OTHER PARTY FOR WHOSE ACTS LANDOWNER IS LIABLE. LANDOWNER’S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE STRICT LIABILITY OR THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY REGARDLESS OF WHETHER SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE OR PASSIVE, DIRECT OR INDIRECT, SOLE OR CONCURRENT. THIS INDEMNITY AGREEMENT IS INTENDED TO INDEMNIFY THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE.

16. Reimbursement: If at any time the existence, construction, operation, maintenance, relocation, or removal of the Encroachment causes Company to incur any cost that in any manner relates to Company’s operation, maintenance, removal, repair, replacement, protection, modification, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Facilities or Easement, or the cleanup or handling of any spills of petroleum products (individually and collectively, “Easement Operations”), Landowner agrees to reimburse Company for any and all such costs that would not have been incurred but for the existence of the Encroachment. Landowner hereby releases Company from and agrees that Company will not be held liable for any damages to the Encroachment arising from Easement Operations. Any sums Landowner is required to pay or reimburse to Company under this Agreement shall accrue interest at the lesser of the maximum legal rate or 18% per annum, beginning the 30th day after Company makes written demand to Landowner for same, until paid in full.

17. Insurance: Landowner shall maintain (and require its contractors to maintain, during the course of work on the Encroachment) insurance of the type, in the amount and under the terms set forth in Exhibit B attached hereto and made a part thereof. Certificates of Insurance on all policies shall be furnished to Company prior to (but not more than 30 days prior to) the time work on the Encroachment is commenced. Company shall be entitled to request and receive copies of all applicable policies and endorsements.

18. Removal: Company has the right to remove all or portions of the Encroachment as necessary in Company's discretion in its exercise of the rights granted to it under the Easement. Should Company need to remove any portion of the Encroachment within the Easement in order to conduct Easement Operations, Landowner shall pay for the cost of removing and replacing or reinstalling such removed portion of the Encroachment. Company shall not be responsible for any loss, damage, or replacement to the Encroachment or any associated equipment and facilities that exist within the Easement; and Landowner releases Company from all costs, losses, or damages directly or indirectly arising from Company's removal of any portion of the Encroachment.

19. No Waiver: The existence of the Encroachment does not constitute a waiver of Company's express rights under the Easement or any other rights which Company may have express or implied by law or equity.

20. No Additional Improvements: Except for the Encroachment, Landowner will not at any time erect, construct, or create any additional buildings, improvements, structures, or obstructions of any kind on, above, or below the surface of the Easement, or change the grade thereof, or cause or permit these things to be done by others, without the express prior written consent of Company, which consent may be withheld in Company's sole discretion. No structures or improvements, including, but not limited to, fences, water wells, septic systems, utility poles, light poles, buildings, houses, barns, garages, patios, swimming pools, or concrete or asphalt slabs, are permitted on the Easement. This Agreement provides only for the Encroachment, and any and all future encroachments require Company's prior review and written consent.

21. Termination: If Landowner is in breach of any terms or conditions set forth in this Agreement, Company, at its option, may terminate this Agreement upon ten (10) days written notice to Landowner unless such breach has been cured prior to the expiration of such ten (10) day period. In the event of such termination, Landowner shall immediately remove all of the Encroachment situated on the Easement, or if Landowner fails to remove all of the Encroachment, Company may, at its option, remove the Encroachment at Landowner's cost and expense and without any liability whatsoever. The failure by Company to exercise this termination option as to any particular breach shall not constitute a waiver of Company's future right to exercise this termination option as to the same or any future breach.

22. Legal Costs: In the event that Landowner breaches any of the terms, covenants, or provisions of this Agreement, and Company retains counsel and/or commences litigation to enforce any provisions of this Agreement and prevails, the cost of attorneys' fees and the attendant costs and expenses will be payable to Company by Landowner upon demand.

23. Runs with the Land: The terms, covenants and conditions of this Agreement constitute covenants running with the land and shall be binding upon and inure to the benefit of Company and Landowner, their heirs, legal representatives, successors and assigns.

24. Governance and Venue: This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without regard to any of its principles of conflicts of laws that would make applicable the laws of any other jurisdiction. Exclusive venue for any suit, action, or proceeding brought by either party in connection with this Agreement shall be in the state and federal courts located in Harris County, Texas. The parties each hereby irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in the state and federal courts situated in Harris County, Texas. **EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATED TO THIS AGREEMENT.**

25. Construction: If any term, covenant or condition of this Agreement is deemed invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, covenants or conditions of this Agreement shall remain in full force and effect. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

26. Amendment: This Agreement shall not be amended or modified in any manner, including the conduct of the parties, except by written instrument duly signed by Company and Landowner or their respective heirs, successors or assigns.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Company and Landowner and their respective heirs, legal representatives, successors and assigns.

28. Entire Agreement: This Agreement, including any exhibits hereto, constitute the entire agreement between Company and Landowner with respect to the Encroachment and supersedes and replaces any prior agreement, whether written or oral, between the Parties with respect thereto.

29. Counterparts: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed copy of this Agreement by facsimile, e-mail or other electronic means shall be effective as delivery of an original executed counterpart of this Agreement and shall be binding on the parties hereto and thereto. Any party delivering an executed counterpart of this Agreement by electronic means shall also physically deliver original executed counterparts of this Agreement in the manner and quantity as requested by Company or Company's counsel, but the failure to physically deliver such original executed counterparts shall not affect the validity, enforceability, and binding effect of this Agreement.

30. Notices: Any notice required by or permitted under this Agreement must be in writing. Any such notice will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in the opening paragraph of this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered to the other parties as provided herein.

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SIGNATURES CONTAINED ON NEXT PAGE

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

(COMPANY)

MID-AMERICA PIPELINE CO., LLC

By: _____

Michael D. Brown

Agent and Attorney-in-Fact

Date: _____

(LANDOWNER)

CITY OF WEST BRANCH, IOWA

By: Roger Laughlin

Name: ROGER LAUGHLIN

Title: MAYOR

Date: 12-6-17

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 20__, by Michael D. Brown, Agent and Attorney-in-Fact for Mid-America Pipeline Co., LLC, on behalf of such limited liability company.

(seal)

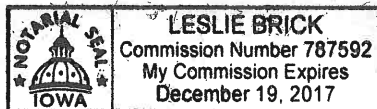
Notary Public

My Commission Expires: _____

STATE OF §
 §
COUNTY OF §

This instrument was acknowledged before me on this 7th day of December, 2017, by Roger Laughlin, as Mayor of West Branch, on behalf of such City of West Branch.

(seal)



Leslie Brick

Notary
Public

My Commission Expires: 12-19-17

Prepared By/Return To:

Enterprise Products
c/o T.York – Land Department
P.O. Box 4324
Houston, Texas 77210-4324