

Jasper County, Iowa Board of Supervisors

PO Box 944, Newton, IA Phone: 641-792-7016 Fax: 641-792-1053

Denny Stevenson

Doug Cupples

Brandon Talsma

March 7, 2023

9:30 a.m.

www.jasperia.org

Live Stream: <https://jasper.zoom.us/j/97712718501>

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

-Anyone that has an item on the agenda must appear in person for the Board to consider it.-

Pledge of Allegiance



Item 1 Human Resources – Dennis Simon

a) Hiring Resolution for Treasurer's Office Treasurer's Clerk (Motor Vehicle) - Shauna Van Tomme

Item 2 Discuss Control Burn Ordinance – Nick Pietrack

Item 3 Treasurer – Doug Bishop

a) Approval of Annual Driver's License Review

Item 4 Engineer – Mike Frietsch

a) Steel Bidding Proposal for (F31) L-C050(MINGO)—73-50

Item 5 Approval to Cancel Unclaimed Warrants Over One Year Old

Item 6 Navigator Memorandum of Understanding

Item 7 Approval of Board of Supervisors Minutes for February 28, 2023

PUBLIC INPUT & COMMENTS

Recess Until 10:00 am

Item 8 Budget Meetings

Resolution 23-

WHEREAS, a position vacancy has been approved for the following appointment by the Board of Supervisors through the Personnel Requisition Process.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Treasurer's Office	Treasurer's Clerk (Motor Vehicle)	Shauna Van Tomme	\$16.49	Hire-In Rate Union Scale	3/15/23

Resolution adopted this 7th day of March 2023

Brandon Talsma, Chairman

Attest:

Jenna Jennings, Auditor

JASPER COUNTY

ORDINANCE NO. _____

AN ORDINANCE TO REGULATE THE REQUIREMENT OF PROVIDING NOTICE FOR TYPES OF CONTROLLED BURNS WITHIN JASPER COUNTY BE IT ORDAINED BY THE BOARD OF SUPERVISORS JASPER COUNTY, IOWA:

SECTION 1 – PURPOSE

The purpose of this ordinance is to establish pre-burn notice requirements for certain types of controlled burns within Jasper County. Notification is required as a courtesy to avoid the local fire departments and emergency personnel from being called out mistakenly at the report of a controlled burn. In addition, notification is required as to assist local fire departments and emergency personnel in responding to controlled burns in the case of emergency.

SECTION 2 – DEFINITIONS

“Structures fires” are any fires which are for the burning or destruction of agricultural structures.

“Structures” means barns, machine sheds, storage cribs, animal confinement buildings, and homes located on the premises and used in conjunction with crop production, livestock or poultry raising and feeding operations.

“Controlled or prescribed burn” is any fire set intentionally for purposes of forest management, farming, field clearing, prairie maintenance or land clearing operations.

“Recreational fires” are any fires for cooking, heating, recreation, and ceremonies.

“Required Burn Information” is the information required to be provided to Jasper County Dispatch through the nonemergency phone prior to a purposeful burn.

SECTION 3 – NOTIFICATION PRIOR TO BURN AND UPON COMPLETION

Prior to any structure fires, controlled burns or prescribed burns the individual(s) overseeing the burn shall provide notice to a Jasper County Dispatch Operator by calling the non-emergency phone number for Jasper County Dispatch and providing all required burn information.

In addition, upon completion of the burn, the person shall notify dispatch.

SECTION 4 – REQUIRED BURN INFORMATION

Prior to any structure burn, controlled or prescribed burn within Jasper County the individual(s) overseeing the burn shall provide the following information at least one (1) hour prior to the start of the burn.

1. The location of the burn.
2. Estimated acreage of burn.

3. The method of the burn.
4. The type of burn.
5. Name and contact information for the individual(s) overseeing the burn.

Verbal confirmation from a Jasper County Dispatcher is required prior to any burn beginning.

SECTION 5 – COMPLIANCE WITH OTHER REQUIREMENTS OR LAWS

This Ordinance only applies to notification requirements prior to specific types of burns or fires. Compliance with any other local, State or Federal laws are required for all burns or fires. Further, this Ordinance shall not authorize any type of burn or fire that is not authorized by another local, State or Federal law.

Completion of notification shall not act as an exemption to any active State or County burning ban.

SECTION 6 – EXEMPTIONS

1. Fireplaces or grills. This Ordinance shall not apply to outdoor fireplaces or grills.
2. Outdoor patio heaters. This Ordinance shall not apply to outdoor patio heaters burning only natural gas, propane, or alcohol.
3. Recreational bonfires, fireplaces and grills. This Ordinance shall not apply to open fires burning charcoal or untreated seasoned wood for cooking, recreation and ceremonies.
4. Brush Pile Burn. This Ordinance shall not apply to any brush, tree trimming or yard waste burns.

SECTION 7 – PENALTY FOR NONCOMPLIANCE

A violation of this Ordinance shall be enforceable as a County Infraction. A Jasper County Sheriff Deputy or any Fire Chief of a Fire Department within Jasper County shall have the authority to cite an individual(s) for a violation of this ordinance. The penalties for a violation of this Ordinance shall include:

- For a 1st Offense: A civil penalty of up to \$250, court costs, plus reasonable FEMA Costs for responding fire department(s).
- For a 2nd Offense: A civil penalty of up to \$500 plus court costs, court costs, plus reasonable FEMA Costs for responding fire department(s).
- For a 3rd Offense: A civil penalty of up to \$1,000 plus court costs, plus reasonable FEMA Costs for responding fire department(s).

None of the penalties under this Ordinance shall limit other actions – either criminal or civil – related to a burn or fire if so applicable.

SECTION 8 – SEVERABILITY CLAUSE

If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 9 – EFFECTIVE DATE

This ordinance shall be in effect immediately after its final passage and publication as provided by law.

Passed and approved this _____ day of _____ 2023.

Jasper County Board of Supervisors

Brandon Talsma – Chairman

Doug Cupples

Denny Stevenson

ATTEST:

Jenna Jennings – County Auditor

First Reading: _____

Second Reading: _____

Approved: _____

Published: _____



**COUNTY TREASURER ANNUAL REVIEW
DRIVER LICENSE ISSUANCE**

This review was conducted by Customer Service Bureau, as set forth in the 28E Agreement between your county and the Iowa Department of Transportation to ensure compliance with the Agreement and to maintain integrity, reliability and validity of the driver licensing process to enhance highway safety.

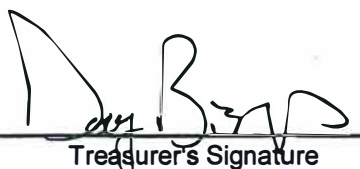
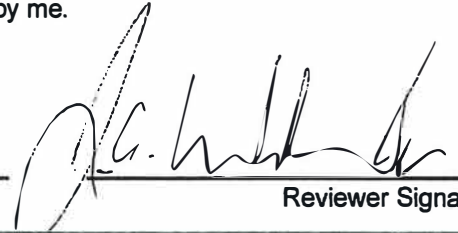
County: <u>Jasper CT 150</u>	Location: <u>Newton</u>
Treasurer: <u>Doug Bishop</u>	
Issuance Clerks: <u>Chris Dydell, Maria Penton, Kristin Carley, Ton Vanderlaan</u>	
Drive Test Givers: <u>Doug Bishop, Chris Dydell, Stacy Forman-Cobbs</u>	
Review conducted by: <u>Jose Maldonado</u>	
Period Covered: <u>01/01/2022 - 12/31/2022</u>	

Credentials Issued		12,647		
Total Drive Tests Given		Non-Commercial:	Commercial:	Motorcycle:
		625		0
Drive Test Giver:	Doug Bishop	Non-Commercial:	Commercial:	Motorcycle:
		37		0
Drive Test Giver:	Chris Dydell	Non-Commercial:	Commercial:	Motorcycle:
		587		0
Drive Test Giver:	Stacy Forman-Cobbs	Non-Commercial:	Commercial:	Motorcycle:
		1		0
Drive Test Giver:		Non-Commercial:	Commercial:	Motorcycle:

Re-examinations Held: <u>66</u>	Line Examinations Held: <u>8 line 45 vs/med</u>
---------------------------------	---

COMPLIANCE STATUS
 This review shows Jasper CT 150 County is in compliance under the provisions stated in the 28E Agreement

I have received a copy of this evaluation and it has been reviewed by me.

 Treasurer's Signature	<u>3/1/23</u> Date	 Reviewer Signature
---	-----------------------	--

JASPER COUNTY ENGINEER'S OFFICE

910 N 11th Ave E
Newton, Iowa 50208

(641) 792-5862
FAX – (641) 791-7740



Michael J. Frietsch, P.E, FMP
County Engineer
mfrietsch@jasperia.org

March 2, 2023

To: Jasper County Supervisors

From: Michael J. Frietsch, P.E., FMP
County Engineer

Re: Bridge Steel for Structure F31

Dear Supervisors,

Replacement of the structure carrying Main Street over a small stream in Mingo, Iowa (known as F31 in the structure inventory) is programmed for FY2023. Main Street in Mingo is an FM Extension route in a community of less than 500 people, so it is the County's responsibility to replace the structure. The structure is currently not considered a bridge since its span is less than 20 feet. F31 was last inspected in 2014 and that inspection gave the structure an estimated remaining life of 4 years. Moreover, the structure was constructed in 1930, is narrow and in poor condition. Given modern day hydraulics the new structure will be increased to a span of 39 feet, and to better match the existing roadways the width increased to 30 feet. This new bridge will be a rolled steel beam bridge with a reinforced concrete deck.

The new F31 bridge will utilize recycled beams that were sandblasted and repainted. However, H-pile, rebar, and miscellaneous steel shapes (angle and flat) are needed for the bridge substructure and superstructure. Given this need a request for bid proposal was sent out to Oden Enterprises, Husker Steel, and Nucor. Only one bid was received. Oden Enterprises submitted a bid of \$47,939.14.

After consideration of the bid submitted by Oden Enterprise and the reasonable costs the bid represents, the Jasper County Secondary Roads Department recommends approving the proposal from Oden Enterprises for bridge steel at a total cost of \$47,939.14.

Sincerely,

A handwritten signature in black ink that reads "Michael J. Frietsch". The signature is written in a cursive style and is located below the "Sincerely," text.

Michael J. Frietsch, P.E., FMP
County Engineer

BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: L-C050(MINGO)--73-50

Type of Work: Bridges

System: Local

Miles: 0.000

Location and Description : : Mingo Main Street

This bid is for Materials Only.

Proposal of: Oden Enterprises, Inc.

Name of Bidder

PO Box 26

Street Address

Wahoo

NE

68066

City

State

Zip Code

47-0551230

Federal Tax I.D. Number

800-950-6336

402-443-5829

stu eoden@yahoo.com

Phone

Fax

Email

The bidder hereby certifies that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the plans and specifications and this contract form and is aware of the provisions contained herein; that the bidder has examined the site of the work and understands that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; that the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein; that the bidder proposes to timely furnish the specified material in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete this project by the time specified; that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Iowa Code Section 314.2; that the bidder has made no agreement with any supplier of motor fuel or special fuel which will result in a violation of Iowa Code Section 452A.17(8).

If this bid is accepted, Bidder agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached, to perform the work on a "force-account basis" as provided in the specifications; to execute the formal contract within thirty days of the date of approval for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages, which shall accrue at the daily rate specified below, for each additional working day the work remains uncompleted; and to furnish a performance bond in an amount equal to the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

Work Days	Date Type	Date	Liquidated Damages Per Day
N/A	Completion Date	4/1/2023	\$0.00
Proposal Guaranty: \$0.00			

Enclosed herewith is a certified check, credit union share draft, Cashier's Check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty. It is understood by bidder that the said guaranty document shall be retained by the Contracting Authority as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

The signing of this Bid Document shall serve as an unsworn declaration that, I (the owner, partner, President, other corporate officer, or an authorized representative) hereby certify under penalty of perjury under the laws of the United States and the State of Iowa that I have read, understand, and accept the Bidding Certifications and other provisions contained in this Proposal Notice.


Signature

2-23-23

Date

Signature

Date

Date of Letting: Monday, February 27, 2023, 02:00 PM, Engineer's Office, Newton, Iowa

SCHEDULE OF PRICES -- PROPOSAL
Jasper County, Iowa -- Project L-C050(MINGO)--73-50

Type of work : Bridges

UNIT PRICES AND EXTENDED AMOUNTS MUST BE TYPED OR SHOWN IN INK OR THE BID WILL BE REJECTED.

Bidder shall show unit price and extension for each item and total for each division.

Item Number	Description	Units	Quantity	Unit Price	Total
Division 1					
1. 2599 - 9999005	10" x 42# x 45' H-Pile	EACH	24	1,335.66	\$32,055.84
2. 2599 - 9999005	Abutment Rebar Packages (Black)	EACH	2	3,557.75	\$ 7,115.50
3. 2599 - 9999005	#5 Rebar - 29' 6" (Black)	EACH	120	25.29	\$ 3,034.80
4. 2599 - 9999005	#5 Rebar - 24' 0" (Black)	EACH	120	20.57	\$ 2,468.40
5. 2599 - 9999005	2 1/2" x 2 1/2" x 3/16" x 20' Angle	EACH	30	46.98	\$ 1,409.40
6. 2599 - 9999005	2 1/2" x 3/16" x 20' Flat	EACH	60	30.92	\$ 1,855.20
Total Bid					\$47,939.14

The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2015, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

MEMORANDUM of AGREEMENT
Recorder's Cover Sheet

Preparer Information:

Navigator Heartland Greenway LLC
Right-of-Way Department
2626 Cole Ave., Suite 900
Dallas, Texas 75204

Taxpayer Information:

Jasper County Board of Supervisors
101 1st Street N
Newton, IA 50208

Parcel ID #:

0604300002

Legal Description:

SECTION:4 TOWNSHIP:80 RANGE:21 TRACT IN WEST 1/2 SW

Grantor(s)/Owner(s):

Jasper County Board of Supervisors
101 1st Street N
Newton, IA 50208

Grantee:

Navigator Heartland Greenway LLC

Return Document To:

Navigator Heartland Greenway LLC
Right-of-Way Department
2626 Cole Ave., Suite 900
Dallas, Texas 75204

HGS-IA-JA-017.000

MEMORANDUM OF AGREEMENT

Jasper County Board of Supervisors (“Owner”) and **Navigator Heartland Greenway LLC**, a Delaware limited liability company with its principal offices in Dallas, Texas, having a mailing address of 2626 Cole Avenue, Suite 900, Dallas, Texas, 75204 (“Grantee”) executed a Right of Entry, Easement and Option Agreement (the “Agreement”) on _____, 202__ (the “Effective Date”) relating to real estate located in Jasper County, Iowa, more particularly described as follows (the “Property”) and attached as Exhibit “A”:

A strip of land 100 feet in width extending over and across: The West Half of the Southwest Quarter, of Section 4, in Township 80 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa See Exhibit “A”.

The Agreement terminates three (3) calendar years after the Effective Date (the “Option Term”). Until such date and subject to the terms of the Agreement, Grantee has the exclusive right and option, and may elect, to finalize the effectiveness of an easement entered into between Owner and Grantee for any purpose related to the subsurface transportation of carbon dioxide, and title related to such rights, together with construction and access rights necessary for, and incidental to, the use and enjoyment of any or all such rights (the “Option”); and a right of access with respect to the Property as further provided under the Agreement. Such right of access shall continue beyond the Option Term if Grantee exercises the Option before the expiration of the Option Term. Transfer of the Property is subject to the terms of the Agreement. THIS IS ONLY A MEMORANDUM OF THE AGREEMENT. THE COMPLETE AGREEMENT BETWEEN THE PARTIES IS CONTAINED IN THE AGREEMENT AND ANY AMENDMENT THERETO. THIS MEMORANDUM MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, AND ALL SUCH COUNTERPARTS TOGETHER WILL CONSTITUTE ONE AND THE SAME INSTRUMENT.

[Signature Page Follows]

IN TESTIMONY WHEREOF, OWNER has executed this Memorandum this ___ day of _____, 202__.

OWNER:

Jasper County Board of Supervisors

By: _____

Name: _____

Title: _____

Attest: _____
Jenna Jennings, Auditor

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned Notary Public, on this __ day of _____, 202__, personally appeared _____, the _____ of said Jasper County Board of Supervisors, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as the free and voluntary act and deed of said Jasper County Board of Supervisors, for the uses and purposes as herein set forth.

Witness my hand and official seal.

My Commission Expires:

Notary Public

**Return To: Navigator Heartland Greenway LLC
Right-of-Way Department
2626 Cole Ave., Suite 900
Dallas, Texas 75204**

RIGHT OF ENTRY, EASEMENT AND OPTION AGREEMENT

THIS RIGHT OF ENTRY, EASEMENT AND OPTION AGREEMENT (this “Agreement”) is effective _____, 202__, (the “Effective Date”) and between **Jasper County Board of Supervisors** (collectively or individually, “Owner”), whose address, for purposes of this Agreement, is 101 1st Street N Newton, IA 50208 and **Navigator Heartland Greenway LLC**, a Delaware limited liability company with its principal offices in Dallas, Texas, having a mailing address of 2626 Cole Avenue, Suite 900, Dallas, Texas, 75204 (“Grantee”). Owner and Grantee are each a “Party” and together, the “Parties”.

WITNESSETH:

WHEREAS, Owner owns the real estate described on attached Exhibit “A”, hereby made a part hereof (the “Property”); and

WHEREAS Owner desires to grant, and Grantee desires to obtain, an easement, right of access and the Option (defined below), each as provided below.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. EASEMENT; OPTION FEE; TERM:

- a. On the Effective Date, (a) Owner and Grantee delivered to each other a fully executed easement agreement in the form of Exhibit B Pipeline Right-Of-Way And Easement Agreement to this Agreement (the “Easement Agreement”), and (b) Grantee is committing to make payment of the Initial Fee as provided in Section 1(b) below.
- b. Following termination of the cancellation period described in Section 2(a) below and Section 14(a) of the Easement Agreement without a cancellation by Owner, Grantee shall deliver to Owner \$_____ (the “Initial Fee”), which Initial Fee is equal to twenty percent (20%) of the total base consideration to be paid for the Easement Agreement (the “Easement Consideration”) as provided in the “Easement and Crop Yield/Damages Calculation Sheet” executed in connection with this Agreement. The Initial Fee is consideration for this Agreement and the Easement Agreement and is non-refundable to Grantee but shall be credited against the total Easement Consideration payable for the Easement Agreement if not cancelled by Grantee prior to the end of the Option Term (defined below).
- c. This Agreement shall start on the Effective Date and terminate on the earlier of the expiration of the Option Term (defined below) or Grantee’s termination of this Agreement (as may be extended by the next sentence, the “Term”).

However, if Grantee exercises the Option by paying the remaining Easement Consideration before the end of the Option Term, the Term shall terminate on Grantee's recording of the Easement Agreement. Grantee may terminate this Agreement, at any time, on notice to Owner.

2. **CANCELLATION.**

- a. **By Owner.** Owner shall have the right to cancel this Agreement and the Easement Agreement within seven (7) days of the Effective Date, excluding Saturday and Sunday, in accordance with Section 14(a) of the Easement Agreement. If Owner exercises the cancellation of the Easement Agreement as provided in Section 14(a) of this Easement Agreement this Agreement shall automatically terminate as well.
- b. **By Grantee.** If Grantee does not exercise the Option and deliver the remainder of the Easement Consideration to Owner on or before the end of the Option Term, this Agreement and the Easement Agreement shall automatically terminate and be cancelled.

3. **RIGHT OF ACCESS:** Without limitation of rights granted under the Easement Agreement Owner hereby grants to Grantee, and Grantee's employees, agents, representatives, contractors, engineers, and surveyors, the right to access the Property during the Term, to conduct surveys, including related to endangered species, wetlands, burial sites, and cultural; to conduct other activities for utility locates, geological, tile locates, agronomy, soil depth, compaction, or drainage tests, and bedrock depth; and to complete other due diligence necessary, in Grantee's discretion, to determine the feasibility of the subsurface transportation of carbon dioxide, and title related to such rights. Any such entry shall be made in such a manner as to minimize, as much as possible, any unreasonable interference with Owner's use and occupancy of the Property. Grantee will indemnify and hold harmless Owner from and against third party claims solely arising from its entry hereunder, such indemnity to survive the expiration or earlier termination of this Agreement. Grantee will repair any damage to the Property caused by its entry, unless Grantee purchases an easement and the repair of such damage would be impractical given the terms of, and Grantee's use, of such easement. Owner will promptly provide (without warranty), on Grantee's request and if in Owner's possession or control, the abstract of title and other information related to the Property.

4. **OPTION; EXERCISE OF RIGHTS UNDER EASEMENT:** Notwithstanding anything to the contrary in the Easement Agreement, Owner's and Grantee's rights and obligations under the Easement Agreement shall be reserved and not fully effective until such date Grantee delivers the full Easement Consideration (including the Initial Fee) to Owner, and if Grantee fails to deliver the full Easement Consideration on or before 11:59 p.m. on a date that is three (3) calendar years after the Effective Date (the "Option Term"), this Agreement and the Easement Agreement shall automatically terminate in accordance with Section 2.b. Without limiting the generality of the foregoing, Grantee agrees not to exercise its rights under the Easement Agreement to construct and install the Pipeline (as defined therein) prior to exercise of the Option and payment of the full Easement Consideration. To exercise its option to make the Easement fully effective (the "Option") Grantee shall comply with the following terms:

a. Method of Exercise of Option: To exercise the Option, Grantee shall deliver to Owner a written notice stating Grantee's intent to exercise the Option (the "Exercise Notice"). The Exercise Notice shall be effective only if received by Owner before the expiration of the Option Term.

b. Form: If Grantee exercises the Option, it shall deliver, with the Exercise Notice, a final copy of the Easement Agreement including a surveyed location of the "Easement" "Temporary Construction Easement(s)", and "Temporary Workspace(s)" (as those terms are defined in the Easement Agreement) in Exhibit "A" of the Easement Agreement (which Exhibit "A" Grantee is expressly authorized to update accordingly). After receipt of the Easement Agreement contemplated in the Exercise Notice, and confirmation that the terms are the same as those executed by Owner upon execution of this Agreement, Owner shall promptly execute and deliver such other documents contemplated in the Easement Agreement, if applicable, or a restatement of the Easement Agreement if requested by Grantee. Grantee shall pay all recording costs and transfer taxes for the Easement Agreement.

c. Payment: Within ten (10) days, excluding Saturday and Sunday, of delivery of the Exercise Notice Grantee shall remit payment of (1) the Easement Consideration to Owner, less the Initial Fee, in accordance with payment instructions provided by Owner and (2) the amount provided for the Initial Damages (as defined in Section 11 of the Easement Agreement) in the "Easement and Crop Yield/Damages Calculation Sheet" executed in connection with this Agreement.

d. Recording of Easement. Following delivery of the Exercise Notice and the Easement Consideration, Grantee shall have the right to record the Easement Agreement in accordance with the terms of the Easement Agreement.

e. Exclusivity: During the Option Term, Owner shall not (i) without at least 10 days' notice to Grantee, sell, nor sign an agreement to sell, any part of the Property to a party other than Grantee; nor (ii) negotiate or otherwise transfer any part of, or rights to, the Property, for any purpose related to carbon dioxide or transportation thereof, or that would interfere with, or prohibit, Grantee's rights under this Agreement or the Easement Agreement. If Owner executes any agreement related to the Property during the Term, such agreement shall reference this Agreement and the Easement Agreement, and Grantee's rights under this Agreement.

5. **RECORDING RUNS WITH THE LAND:** The Parties will execute, and Grantee will deliver to the applicable County Recorder(s) for recording, at Grantee's expense, a memorandum in the form attached as Exhibit "C". The terms of this Agreement shall run with the Property and are binding on and shall inure to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Grantee shall not record the Easement Agreement unless and until the conditions in Section 4.d are satisfied.

6. **FURTHER ASSURANCES:** Each Party shall execute all documents required to perform the terms of this Agreement, including, without limitation, any recording required by state law.

7. **NOTICES:** Any notice contemplated in this Agreement shall be made in writing and delivered in person or mailed by U.S. certified mail, return receipt requested, to the address set forth above. Any such notice shall be deemed delivered as of personal delivery or 48 hours after being mailed as above provided. A Party may change its address for purposes of this Section by giving notice to the other Party.

8. **JOINDER OF SPOUSE:** If Owner has a spouse, said Owner's spouse, if not a titleholder on the Effective Date, executes this Agreement and the Easement Agreement for the sole purpose of relinquishing all dower, homestead, and distributive share rights or as required by Iowa Code Section 561.13, and agrees to execute any other documents for such purpose.

9. **MISCELLANEOUS:** This Agreement shall be construed under the laws of the state where the Property is located, without regard to its conflicts of law principles. This Agreement represents the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties, with respect to the subject matter hereof. This Agreement may be amended only in a writing signed by the Parties. Grantee may assign its rights or obligations under this Agreement without Owner's prior consent but will provide notice of any such assignment to Owner. Time is of the essence. No waiver by any Party shall be effective unless explicitly set forth in a writing and signed by the Party so waiving. If any provision hereof is held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality and unenforceability shall not affect nor impair the enforceability of any other provision of this Agreement. Headings are included for convenience only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement. All section references, unless otherwise clearly indicated, are to sections in this Agreement. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to context. This Agreement is not to be construed more strictly against a Party merely because it may have been drafted or prepared by such Party or its counsel, this Agreement being the product of negotiation. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together will constitute one and the same instrument.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, OWNER has executed this Agreement this ___ day of _____,
202__.

OWNER:

Jasper County Board of Supervisors

By: _____

Name: _____

Title: _____

Attest: _____
Jenna Jennings, Auditor

IN TESTIMONY WHEREOF, GRANTEE has executed this Agreement this ____ day
of _____, 202__.

NAVIGATOR HEARTLAND GREENWAY LLC

By: _____

Name: _____

Title: _____

Exhibit "B"

**FORM OF PIPELINE RIGHT-OF-WAY AND EASEMENT AGREEMENT
[attached]**

**PIPELINE RIGHT-OF-WAY AND EASEMENT AGREEMENT
Recorder's Cover Sheet**

Preparer Information:

Navigator Heartland Greenway LLC
Right-of-Way Department
2626 Cole Ave., Suite 900
Dallas, Texas 75204

Taxpayer Information:

Jasper County Board of Supervisors
101 1st Street N
Newton, IA 50208

Parcel ID #:

0604300002

Legal Description:

SECTION:4 TOWNSHIP:80 RANGE:21 TRACT IN WEST 1/2 SW

Grantor(s)/Owner(s):

Jasper County Board of Supervisors
101 1st Street N
Newton, IA 50208

Grantee:

Navigator Heartland Greenway LLC

Return Document To:

**Navigator Heartland Greenway LLC
Right-of-Way Department
2626 Cole Ave., Suite 900
Dallas, Texas 75204**

Tract #: HGS-IA-JA-017.000

PIPELINE RIGHT-OF-WAY AND EASEMENT AGREEMENT

STATE OF IOWA
COUNTY OF Jasper

For and in consideration of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner(s) **Jasper County Board of Supervisors** having an address of 101 1st Street N Newton, IA 50208 (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL, WARRANT and CONVEY to **Navigator Heartland Greenway LLC**, a Delaware limited liability company with its principal offices in Dallas, Texas, having a mailing address of 2626 Cole Avenue, Suite 900, Dallas, Texas, 75204 its successors and assigns (hereinafter called GRANTEE), a pipeline right-of-way and easement along a route (“Easement”), the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, install, maintain, operate, replace, abandon in place, inspect, patrol, protect, test, repair, reconstruct, alter, relocate, remove, and any and all related uses thereto (the “Permitted Uses”) up to, but no more than one (1) pipeline and one (1) or more fiber optic cables alongside such pipeline, together with incident facilities, equipment and appurtenances including but not limited to above or below, test stations, power and communication equipment, markers, signage, and cathodic protection devices, and other necessary appurtenances to transport, measure, and control the flow of carbon dioxide and associated substances (all of the above-described equipment and facilities being hereinafter referred to collectively as the “Pipeline”), whether in liquid or gas form that can be transported by pipeline on, over, under, through, across and along the strip(s) of land described and depicted as the Easement in Exhibit “A” attached hereto , such Easement crossing the following described land (hereinafter referred to as the “Property”) located in the County of **Jasper**, State of **Iowa**,
To wit:

A strip of land 100 feet in width extending over and across: The West Half of the Southwest Quarter, of Section 4, in Township 80 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa See Exhibit (the "Property")

(The remainder of this page intentionally left blank)

1. **TEMPORARY CONSTRUCTION EASEMENT AND ADDITIONAL TEMPORARY WORKSPACE:** During the initial construction and testing of the Pipeline, GRANTEE may utilize additional land adjacent to the Easement described and depicted on Exhibit "A" as the Temporary Construction Easement(s) (hereinafter referred to as a "Temporary Construction Easement"). If the route of the Pipeline to be constructed hereunder should cross any terrain, roads, railroads, creeks, rivers or other waterways located on the Property, or other places requiring extra working space, GRANTEE shall have the right of temporary access to additional working space which may be necessary for the construction of the Pipeline ("Additional Temporary Workspace(s)"), in which event GRANTEE shall pay GRANTOR for all actual, documented damages suffered by GRANTOR due to GRANTEE's use of the Additional Temporary Workspace(s).
2. **GRANTEE RIGHTS AND BENEFIT:** GRANTEE shall have rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the same, the free, non-exclusive right of ingress and egress over, across, and within the Easement, together with a free, non-exclusive right of ingress and egress to and from said Easement upon and over the Property, including private roads. GRANTEE shall have the right from time to time, and at GRANTEE's sole discretion, to cut all trees and undergrowth and remove other obstructions that may injure, endanger, or interfere with the Permitted Uses for the Pipeline. GRANTEE agrees to make reasonable repairs of any damages to gates or roads caused by its use. GRANTEE shall have the right to remove any improvements, whether above or below ground, installed by GRANTOR on the Easement after the date that GRANTEE acquires possession of the Easement without liability to GRANTOR for damages. In the event of a breach by GRANTOR of paragraphs 3, 4 or 5, GRANTEE shall notify GRANTOR and GRANTOR shall promptly cure such breach at GRANTOR's expense; provided GRANTEE may cure the breach itself, at GRANTOR's expense (GRANTEE to be reimbursed on notice from GRANTEE), in the event GRANTOR either fails to promptly cure such breach or an immediate cure is reasonably necessary, as determined by GRANTEE, for the safety of persons or property, including the safe operation of the Pipeline.
3. **RETAINED RIGHTS:** GRANTOR may continue to use the surface of the Easement for agricultural, pasturage, open space, set-back, density, or other purposes (including the right to build cross fences on, over and across the land as near as to a ninety (90) degree angle to the Pipeline as possible), that are not inconsistent with the purposes set forth in this Pipeline Right-of-Way and Easement Agreement ("Agreement"), are not otherwise prohibited by applicable law, and that will not cause a safety hazard or interfere with the use of the Easement by GRANTEE or any of the rights herein granted (the "Retained Rights"); provided, however, that GRANTOR shall not impound water upon the Easement, change the ground elevation or grade of the Easement, or construct or permit to be constructed any well, building, structure, improvement or obstruction, or plant any trees or

shrubs that grow higher than 15 feet tall or have trunks larger than 3 inches in diameter at five feet upon the Easement or remove soil or change the grade or slope, which would interfere with GRANTEE'S exercise of the rights hereby conveyed, including access to the Easement, and the safe operation of the Pipeline. GRANTOR agrees that it will not interfere in any manner with the purposes for which the Easement, Temporary Construction Easement or Additional Temporary Workspace under this Agreement are conveyed.

4. **STREETS AND ROADWAYS:** GRANTOR is permitted, after review and approval by GRANTEE, not to be unreasonably withheld, to construct, reconstruct or maintain streets, roads or drives, road ditches, drainage ditches and utilities at an angle of not less than forty-five (45) degrees to the Pipeline, over and across (but not along and within) the Easement which do not damage, destroy or alter the operation of the Pipeline.
5. **UTILITIES:** GRANTOR may construct and/or install, upon GRANTEE'S review and approval, not to be unreasonably withheld, water, sewer, gas, electric, cable TV, telephone or other utility lines over and across (but not along and within) the Easement at any angle of not less than forty-five (45) degrees and no more than one hundred thirty-five (135) degrees to the Pipeline, provided that all of GRANTEE'S required and applicable spacings, including depth separation limits and other protective requirements are met by GRANTOR.
6. **ASSIGNMENT:** GRANTEE shall have the absolute right to assign, sell, lease, mortgage or otherwise transfer this Agreement in whole or in part and may be exercised by the GRANTEE herein and its respective successors and/or assigns either jointly or separately. An assignor shall have no liability or obligation as to events occurring after the date of a permitted assignment, with all such potential liability or obligation for future events terminating upon the assignment of assignor's rights in and to this Agreement to the assignee.
7. **FENCES:** GRANTEE shall have the right to remove all fences from the Easement, the Temporary Construction Easement(s), and Additional Temporary Workspace(s) as required for purposes of construction, maintenance or repair the Pipeline. Prior to cutting any fence, GRANTEE shall brace the existing fence on both sides of the removed section adequately and in such manner that there should be no slacking of the wires. While constructing through fenced areas, GRANTEE shall install gap fences or deterrent to keep cattle or livestock from crossing one fenced pasture to another. GRANTEE may install gate(s) along the fence line that is not a property boundary line where the fence(s) crosses the Easement, Temporary Construction Easement(s) or Additional Temporary Workspace(s). Likewise, GRANTEE may install a gate or gates in the fence line that marks the common boundary between GRANTOR and adjoining owner(s). Any gate installed by GRANTEE shall be a farm gate consisting of one (1) gate sixteen (16) feet in width. All gates used by GRANTEE in connection with operations under this Agreement shall be kept locked at all times, except when passing through same. GRANTEE

will also cause new fencing to be constructed across the Easement areas where there is existing fencing that has been damaged or destroyed. Such new fencing shall be of materially the same type as previously existed. 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.

8. **CLEANUP AND RESTORATION:** GRANTEE shall remove all trash created by Grantee from the Property in accordance with applicable law. GRANTEE shall clear all other organic debris from the Property that is cut by Grantee by burning, cutting, stacking, blading and/or burying in accordance with applicable law. The method of disposal of said debris, whether one or more method, shall be selected by GRANTEE. Upon completion of GRANTEE'S installation, maintenance, or repair of the Pipeline within any portion of the Easement, GRANTEE shall restore the surface of the Easement, Temporary Construction Easement(s) and Additional Temporary Workspace(s) affected by the installation and construction of the Pipeline in accordance with the Land Restoration Plan required pursuant to Iowa Code §479B.20.
9. **DEPTH OF PIPELINE:** GRANTEE agrees to bury the Pipeline so that the top of the pipe lies at least sixty inches (60") below the surface when constructed/installed so as not to interfere with normal cultivation of the land, except at those locations where rock is encountered, the Pipeline may be buried at a lesser depth. GRANTOR agrees to not disturb, alter, or interfere with the depth of cover over the Pipeline. The foregoing requirement shall not apply to (a) vent pipes, location markers, and aboveground corrosion control equipment and/or (b) such other aboveground structures, installations, equipment, or apparatus authorized herein.
10. **MARKING:** After the completion and installation of the Pipeline, GRANTEE agrees to mark the locations of the Pipeline with permanent above ground markers to be located adjacent to fence or property lines if reasonably practicable and in conformance with laws, or as may otherwise be required in accordance with applicable state or federal regulations and to register the location of the Pipeline with the appropriate one-call agency.
11. **DAMAGES:** It is understood and agreed that the consideration herein paid for the Easement, Temporary Construction Easement(s) or Additional Temporary Workspace(s) includes payment for usual and customary damages incurred in the initial construction of the Pipeline, including those for growing crops, timber, fences, buildings or other improvements of GRANTOR on the Easement, Temporary Construction Easement(s) or Additional Temporary Workspace(s) resulting from the exercise of the rights herein granted during initial construction of the Pipeline (the "Initial Damages"), as further detailed in GRANTEE'S Statement of Damage Claims policy filed with the Iowa Utilities Board (the "SODC Policy"). All terms of the SODC Policy are incorporated herein by reference and expressly apply to this Easement. With respect to GRANTEE'S exercise of any

rights herein granted following the completion of initial construction, or to the extent GRANTOR's actual documented crop loss damages from the initial construction exceed those compensated for pursuant to Section I.C of the SODC Policy, GRANTEE shall cause reasonable payment to be made for actual damages to the Property, crops, drain tiles, and fences of GRANTOR directly resulting from such activities; provided, however, as noted also in Section 2, GRANTEE shall have the right from time to time to clear the easement(s) of any trees, undergrowth, brush and other obstructions located on or overhanging the easement(s) and shall not be liable for damages caused by the clearing of the same from the easement(s) (the "Clearing Damages").

12. **INDEMNITY:** GRANTEE hereby agrees to indemnify and hold GRANTOR harmless from and against any claim or liability or loss from personal injury or property damage resulting from or arising out of the use of the Easement, Temporary Construction Easement(s) and Additional Temporary Workspace(s) by GRANTEE, its servants, agents or invitees, excepting, however, (a) the Initial Damages and the Clearing Damages, and (b) such claims, liabilities or damages as may be due to or caused by the negligence or willful acts of GRANTOR, or its servants, agents or invitees.

13. **INSURANCE.** Prior to GRANTEE's exercise of its rights pursuant to Section 2, and at all times thereafter until Grantee abandons or terminates its rights under the Agreement, GRANTEE shall carry the following insurance at all times. GRANTEE or any person or entity acting on GRANTEE'S behalf is on or about the Easement or acting pursuant to this Agreement, to the extent then available in the specified form, or comparable insurance on a substitute form:

(a) *Workers' Compensation and Employer's Liability Insurance.* Workers' Compensation with statutory limits in accordance with state and federal law; Employer's Liability minimum \$1,000,000 limit each occurrence.

(b) *Commercial General Liability ("CGL") and Umbrella Liability Insurance.* GRANTEE shall maintain commercial general liability insurance and commercial umbrella insurance with an aggregate limit of not less than \$10,000,000 and \$5,000,000 each occurrence. CGL insurance shall cover liability arising from premises, operations, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. As allowed by state law, GRANTEE shall obtain coverage for liability arising from sudden and accidental pollution, explosion, collapse, and underground property damage.

(c) *Business Auto and Umbrella Liability Insurance.* GRANTEE shall maintain business auto liability, and, if necessary commercial umbrella liability insurance with a limit of not less than \$2,000,000.00 each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos.

GRANTEE shall cause certificates of insurance evidencing the above coverage to be provided to GRANTOR upon reasonable request. All insurance requirements may be met by a combination of primary and excess insurance policies.

14. CANCELLATION; REVERSION OF USE:

(a) GRANTOR or a person serving in a fiduciary capacity on GRANTOR's behalf has the right, in accordance with Iowa Code 479B.24, to cancel this Agreement by restricted certified mail to GRANTEE's principal place of business if received by GRANTEE within seven (7) days of the date of execution of this Agreement, excluding Saturday and Sunday. A form for cancellation is attached to this Agreement as Exhibit "B," and GRANTOR and GRANTEE agree that (1) this Agreement may be recorded without Exhibit "B" attached, and (2) this Agreement shall not be recorded until after such cancellation period has expired.

(b) If the Easement, is wholly abandoned for Pipeline purposes by the relocation of the Pipeline, is not used or operated for a period of five (5) consecutive years, or if the construction of the Pipeline has been commenced and work has ceased and has not in good faith resumed for five (5) years, the Easement shall automatically revert back to GRANTOR. The Pipeline or Easement is not considered abandoned or unused if it is transporting product or is being actively maintained with reasonable anticipation of a future use.

15. **RUN WITH THE LAND:** It is understood and agreed that this Agreement, the easement(s) and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding and obligatory upon the legal representatives, heirs, executors, administrators, devisees, legatees, successors, and assigns of the parties hereto.

16. **EXHIBITS:** GRANTEE may record this Agreement with a sketch as Exhibit "A" generally depicting the location of the Easement and the route of the Pipeline across the Property. Following the completion of the construction of the Pipeline, GRANTEE may unilaterally, without the execution thereof or further consent of GRANTOR, prepare, execute, and record a Correction of Pipeline Right-of-Way and Easement Agreement containing amended Exhibit "A" (as-built), showing the location of the Pipeline placed on the Property by GRANTEE, following actual construction, that reflects the survey of the center line of the Pipeline as built, and any such amended Easement description shall be included within and constitute the Easement granted by GRANTOR herein. The Correction of Easement and Right-of-Way Agreement shall be recorded in the official public records of this County to correct the description contained in the original Agreement.

17. **REPRESENTATIONS BY GRANTOR; COMPLIANCE WITH TAX CODE:** GRANTOR represents and warrants that GRANTOR is the owner in fee simple of the Property, subject only to outstanding mortgages, if any, now of record, and in the event of default by GRANTOR, GRANTEE shall have the right to discharge or redeem for GRANTOR, in whole or in part, any mortgage, tax or other lien on said

Property and thereupon be subrogated to such lien and rights incident thereto. GRANTOR covenants that GRANTOR has the right to convey the Easement and that GRANTOR shall execute such further assurances thereof as may be required. The Internal Revenue Code provides that a GRANTEE of a real property interest in this county must withhold tax if the GRANTOR is a foreign person. Each GRANTOR hereby certifies under oath and subject to penalties of perjury that he/she/it is not a foreign person, foreign corporation, foreign trust, or foreign estate, for purposes of Internal Revenue Code compliance.

18. **TENANCIES:** In the event the Property is subject to a lease to any tenant for farming, ranching or any other purposes, unless GRANTOR and GRANTEE by separate binding agreement agree to allocate funds to said tenant, GRANTOR shall be solely responsible for making settlement with any such tenant or lessee for any share of the compensation paid for the granting of the Easement, Temporary Construction Easement(s) and Additional Temporary Workspace(s) or for any share of the damages that GRANTEE is otherwise required hereunder to pay, so that GRANTEE shall never be required to deal with or pay compensation to any such lessee or tenant, and GRANTEE may deal exclusively with GRANTOR.
19. **GOVERNING LAW:** This Agreement shall be interpreted and enforced in accordance with the laws of the state where the Property is located. If any part, term or provisions of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the real property over, under and across which the Easement is located, held to be illegal, void, or unenforceable, or to be in conflict with the law of that jurisdiction, the validity of the remaining provisions or portion hereof shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision to be held invalid. GRANTOR waives any claims, now and in the future, which challenges the validity of the Easement or this Agreement or that seek additional compensation relating to the grant of the Easement.
20. **SIGNED IN COUNTERPARTS:** 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 their respective heirs, personal representatives, successors, and assigns. Similarly, facsimile or e-mail signatures shall be deemed as an original signature by the enforcing party.
21. **ENTIRE AGREEMENT:** This Agreement together with exhibits incorporated herein by reference, if any, and, if applicable, the binding agreement on allocation of funds to GRANTOR's tenant(s) agreed by the parties to this Agreement, embodies the whole agreement of the parties. There are no promises, terms, condition, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. Notwithstanding the foregoing, if the Parties have executed a Right of Entry and Option Agreement ("Option Agreement") contemporaneously with this Agreement, such Option Agreement shall remain

effective and not be superseded by this Agreement until such date as this Agreement is recorded in the official public records of this County, following which the Option Agreement shall terminate.

22. **NOTICES:** All notices required or permitted to be given under this Agreement shall be in writing and shall be considered sufficiently given if delivered to the specified address by (a) hand, courier, or overnight delivery service or (b) certified or registered mail, return receipt requested:

If to GRANTOR(s):

Jasper County Board of Supervisors
101 1st Street N
Newton, IA 50208

If to GRANTEE:

Navigator Heartland Greenway LLC
Attn: Right-of-Way Department
2626 Cole Ave, Suite 900
Dallas, Texas 75204

A notice shall be effective upon the other party's receipt of the notice. Either party may specify a different address for delivery of notices by written notice to the other party as provided herein.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors, and assigns, for so long as said Easement is used by or is useful to GRANTEE, its successors, and assigns, with ingress to and egress from said premises for the Permitted Uses. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records.

(The remainder of this page intentionally left blank)

IN TESTIMONY WHEREOF, GRANTOR has executed this conveyance this ___ day of _____, 202__.

GRANTOR:

Jasper County Board of Supervisors

By: _____

Name: _____

Title: _____

Attest: _____
Jenna Jennings, Auditor

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned Notary Public, on this __ day of _____, 202__, personally appeared _____, the _____ of said Jasper County Board of Supervisors, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as the free and voluntary act and deed of said Jasper County Board of Supervisors for the uses and purposes as herein set forth.

Witness my hand and official seal.

My Commission Expires:

Notary Public

GRANTEE:

NAVIGATOR HEARTLAND GREENWAY LLC

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned Notary Public, on this _ day of _____, 202__, personally appeared _____, the _____ of said Navigator Heartland Greenway LLC, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as the free and voluntary act and deed of said Navigator Heartland Greenway LLC for the uses and purposes as herein set forth.

Witness my hand and official seal.

My Commission Expires:

Notary Public

**Return To: Navigator Heartland Greenway LLC
Right-of-Way Department
2626 Cole Ave., Suite 900
Dallas, Texas 75204**

Exhibit "B"

Form of Cancellation Notice

Send by restricted certified mail to:

Navigator Heartland Greenway LLC
Attention: Director, Right-of-Way
2626 Cole Ave, Suite 900
Dallas, TX 75204

I/We Jasper County Board of Supervisors ("GRANTOR") hereby elects to cancel the Pipeline Right-of-Way and Easement Agreement (the "Agreement") entered into _____, 202____ between GRANTOR and Navigator Heartland Greenway LLC ("GRANTEE"), for the property described in Exhibit "A" of the Agreement and described below:

A strip of land 100 feet in width extending over and across: The West Half of the Southwest Quarter, of Section 4, in Township 80 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa

This notice of cancellation shall be effective if received by GRANTEE by restricted certified mail on or before the date seven days, excluding Saturday and Sunday, of the date of the Agreement.

GRANTOR:

Jasper County Board of Supervisors

By: _____

Name: _____

Title: _____

Attest: _____
Jenna Jennings, Auditor

Tuesday, February 28, 2023, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Stevenson, Talsma, and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Cupples, seconded by Stevenson to open a Public Hearing for the Approval of FY2023-2024 Maximum Property Tax Dollars.

YEA: STEVENSON, CUPPLES, TALSMA

There were no public comments and no comments received by the Auditor.

Motion by Cupples, seconded by Stevenson to close the Public Hearing.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to adopt Resolution 23-21 Approval of FY2023-2024 Maximum Property Tax Dollars.

YEA: STEVENSON, CUPPLES, TALSMA

A complete copy of the Resolution is on file in the Office of the Jasper County Auditor.

Motion by Cupples, seconded by Stevenson to set Public Hearing dates for a rezoning request that includes Parcel 13.23.102.001 from Agricultural to Rural Residential (RR-1) on the dates of March 14, March 21, and March 28, 2023, at 9:30 a.m. in the Supervisor's Room of the Jasper County Courthouse.

YEA: STEVENSON, CUPPLES, TALSMA

Engineer, Mike Frietsch, requested bids for Winter/Spring stockpiled rock in the Southwest and Northwest part of the County. There were two submitted bids:

Bruening	\$255,177.00
----------	--------------

Martin Marietta	\$290,940.00
-----------------	--------------

Motion by Cupples, seconded by Stevenson to accept the bid from Bruening Rock Products Inc. in the amount of \$255,177.00 for stockpiled rock in the Southwest and Northwest part of the County.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to approve a Federal Aid Funding Agreement for Project No. BRS-C050(132)—60-50.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to approve claims paid through 2/28/23.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to approve Board of Supervisor's minutes for February 21, 2023.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to adjourn the Tuesday, February 28, 2023, meeting of the Jasper County Board of Supervisors.

YEA: STEVENSON, CUPPLES, TALSMA

Jenna Jennings, Auditor

Brandon Talsma, Chairman