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POLK COUNTY, IOWA

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TRISTIN J. BRIEN
RECORDER

INST # 000108
RECORDING FEE 2100
AUDITOR FEE _____

WorldCom Network Services
P. O. Box 21348, Mail Drop 26-3
Tulsa, OK 74121 (918) 590-6910

2634

AMENDMENT TO EASEMENT

THIS AMENDMENT TO EASEMENT is made as of the 26th day of Februry, 1996, by Donald G. Beattie and Bradley Skinner ([collectively,] "Grantor") in favor and for the benefit of The Williams Pipe Line Company, a Delaware corporation ("WPL"), its successors assigns.

RECITALS:

A. Grantor is the record owner of a parcel of property in the County of Polk, and State of Iowa, more particularly described on Exhibit A attached hereto (the "Property").

B. WPL, as successor by assignment to Great Lakes Pipe Line Company, is the grantee under: (1) that certain Right of Way Agreement, dated August 12, 1930, recorded in the records of Polk County, Iowa in Book 1120, Page 547, as amended prior to the date hereof, and (2) that certain Right of Way Agreement, dated, March 16, 1937, recorded in the records of Polk County, Iowa in Book 1359, Page 259, as amended prior to the date hereof, and (3) that certain Right of Way Agreement, dated March 13, 1981, recorded in the records of Polk County, Iowa in Book 5099, Page 516, as amended prior to the date hereof (collectively, "Existing Easements"), pursuant to which Existing Easements WPL has the right, among other things, to construct, maintain and repair a pipe line or pipe lines for the transportation of oil, oil products, gas and water on over and through the Property.

C. Pursuant to a Settlement Agreement in the cause entitled Thompson Livestock Commission Co., v. Williams Pipe Line Company, et al., bearing No. CL 3145 and lately pending in the Iowa District Court for Decatur County, approved by the Court on January 12, 1996, this form of Amendment To Easement was prescribed.

D. WPL has requested Grantor amend the Existing Easements, and Grantor has agreed to amend the Existing Easements, in order that such Existing Easements, as so amended, may be used for commercial communications purposes by WPL, its successor and assigns, all as more fully described below.

NOW THEREFORE, Grantor, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby agree as follows:

1. AMENDMENT TO EASEMENTS. Grantor hereby agrees that each of the Existing Easements is hereby amended to grant to WPL, its successors and assigns, the perpetual right, privilege and easement to construct, install, operate, maintain, replace, repair and remove conduit, piping, ductwork, lines, cables (fiber optic and otherwise), tubing, and other facilities, fittings, appliances and apparatus which are now or hereafter used to transmit communications, whether by sound, light or other means or methods, for the purpose of transmitting, carrying,

BK 7435 PG 043

FILED
JULY 1, 1996

broadcasting, sending or receiving communications, commercial or otherwise. Any use of the Existing Easements for the foregoing purposes prior to the date hereof is hereby deemed ratified and permitted by Grantor.

WPL will not install any additional pipeline for housing fiber optic cable or other communication transmission materials on or under the property of any Class Member.

Nothing contained herein shall be construed as granting WPL the right, privilege or easement to construct, install, operate or maintain a communication network which principally utilizes above-ground towers, poles, or lines, wires or cables running across Grantor's property. Such restriction, however, shall not apply to above-ground appurtenances of an underground communication network.

2. ASSIGNMENT: APPORTIONMENT. Grantor further agrees that WPL shall have the right, from time to time, to assign its rights under the Existing Easements, as amended, in whole or in part, and otherwise to apportion, license, lease or sublease such rights, or any of them, to others as WPL shall determine, and any such successor, assignee, licensee, lessee or sublessee shall be bound by the terms, provisions and conditions of the Existing Easements, as amended.

3. MISCELLANEOUS. (a) The provisions of this Amendment will be binding upon, and shall inure to the benefit of, Grantor and WPL, and their respective successors and assigns.

(b) WPL shall have the right, at its expense, to cause this Amendment to be recorded in the real estate records of Polk County, Iowa.

(c) The Existing Easements, as amended, shall be governed by and construed in accordance with the internal laws of the State of Iowa.

(d) As amended, the Existing Easements remain in full force and effect, and are binding upon WPL and Grantor. This Amendment is intended to grant additional rights to WPL and shall not be deemed or construed to limit or abrogate the rights, privileges and easements set forth in the Existing Easements.

(e) The undersigned Grantor(s) represent(s) and warrant(s) to WPL, its successors and assigns, that, as of the date hereof, [he/she/it/they] [is/are] the sole owner(s) of the Property.

Donald G. Beattie
Donald G. Beattie

Bradley Skinner
Bradley Skinner

BK7435PG044

FILED
JULY 1, 1996

2634

Exhibit A

The Northwest Quarter of Section 23, Township 79 North, Range 23 West of the 5th Principal Meridian, Polk County, Iowa; EXCEPT Candace Heigh's, A recorded Plat in Polk County, more specifically described as the East 584 feet of the North 266.7 feet of said Northwest Quarter.

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JULY 1, 1996

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STATE OF)
) SS:
COUNTY OF)

ACKNOWLEDGEMENT - INDIVIDUAL GRANTOR

I, the undersigned, a notary public in and for the State and County aforesaid, certify that *Trustees* Ronald G. Beattie and R. Bradley Skinner, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth. *For The SKINNER TRUST as Trustees -*
Given under my hand and official seal this 25 day of February, 1996.

My Commission Expires;

8-1-96

Ed Skinner
Notary Public
Ed SKINNER

* * *

STATE OF)
) SS:
COUNTY OF)

ACKNOWLEDGEMENT - INDIVIDUAL GRANTOR

I, the undersigned, a notary public in and for the State and County aforesaid, certify that _____ and _____, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 1996.

My Commission Expires;

Notary Public

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