

WARREN COUNTY, IOWA  
FILED FOR RECORD

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BOOK 1999 PAGE 7355  
JUDITH K. LATHROP, RECORDER

R/  
Davis, Brown Law Firm

Preparer Information Richard E. Ramsay, 2500 Financial Center, Des Moines, IA 50309 515-246-7805

DEPUTY

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ck

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument is made and entered into this 1st day of July, 1999, by and between KINDER MORGAN OPERATING L.P. "A" a Delaware limited partnership ("Kinder Morgan") whose address is 1301 McKinney, Suite 3450, Houston, Texas 77010, and Colonial Meadows, L.C. ("Colonial"), whose address is P.O. Box 219, Norwalk, Iowa 50211, with reference to the following facts:

A. Kinder Morgan is successor in interest to that certain pipeline Easement from Edna May Ghrist, et al. to Northern Gas Products Company dated May 19, 1961, recorded in Book 24, at page 526, Warren County IA.

B. Kinder Morgan is successor in interest to that certain pipeline Easement from Meredith W. Ghrist, et al. to Hydrocarbon Transportation, Inc. dated September 7, 1968, recorded in Book 30, at Page 205 and that certain Amendment to Easement dated September 1, 1972, covering the following described premises in Warren County, IA:

The South half of the Northeast Quarter and the North half of the Southeast Quarter, Section 12, Township 77 North, Range 25 West.

C. Kinder Morgan is successor in interest to that certain Pipeline Easement from Grace Robinson to Northern Gas Products Company dated May 25, 1961, filed June 3, 1961, in Book 24, Page 543 Warren County, Iowa covering the following described premise in Warren County, Iowa:

The NW 1/4 Sec. 12, Tp. 77-N R 25 West

D. Pursuant to the authority contained in the easements described in paragraphs A, B, and C (collectively referred to herein as the "Easements"), Kinder Morgan currently operates and maintains 2-8 inch pipeline.

E. Colonial is the present owner of the property as described on the attached Exhibit "A", herein referred to as "Colonial Meadows".

F. Kinder Morgan and Colonial hereto desire to more clearly define their rights under the Easements and further desire to modify and amend the Easements in certain respects.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. Kinder Morgan hereby agrees to limit its right-of-way under the Easements across Colonial Meadows to a strip of land 50 feet in width as more fully shown on the Exhibit "B".

2. Kinder Morgan hereby releases from the Easements all of its rights in and to Colonial Meadows EXCEPT the strip of land described in item 1 above. With respect to such strip, the Easements shall continue in full force and effect, with all rights originally granted to Kinder Morgan in the Easements.

3. Colonial may construct improvements across Kinder Morgan's Easements in order to provide Colonial Meadows utilities and roads for access to adjoining property subject to the following restrictions:

a. Colonial agrees to coordinate such crossings in advance with Kinder Morgan and provide such reasonable protection to Kinder Morgan's pipeline as determined necessary by Kinder Morgan in its sole discretion, which protection may consist of, but need not be limited to, lowering the pipeline, providing a protective bridge, or specific separation.

b. Any costs associated with such crossings or connected protective measures (including the costs of any inspectors described under d. below) are to be borne by Colonial.

c. Colonial will obtain Kinder Morgan's written approval before commencing construction of any such improvements.

d. Colonial will notify Kinder Morgan prior to commencing any such construction and shall not conduct any construction activities on the Easements unless a Kinder Morgan inspector is present.

e. Colonial will not construct any other improvements without obtaining Kinder Morgan's written approval.

4. Kinder Morgan shall have the right to keep the Easements clear of all trees, brush, undergrowth, buildings, structures, improvements, and other obstructions. Colonial hereby releases Kinder Morgan from any loss, cost, or damage caused by the exercise of Kinder Morgan's right to keep the Easements clear of such trees, brush, undergrowth, buildings, structure, improvements, and other obstructions.

5. Colonial shall allow Kinder Morgan to establish aboveground marking along the centerline of the present location of Kinder Morgan's pipelines as described in Item 1 above.

6. This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is duly executed this 1<sup>st</sup> day of July, 1999.

KINDER MORGAN OPERATING L.P. "A"  
By its General Partner KINDER, MORGAN G.P., Inc.

By: Randy B. Havelin  
Title: Director of Right of Way

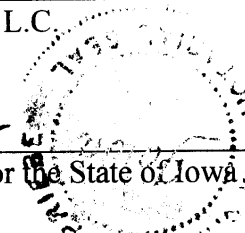
COLONIAL MEADOWS, L.C.

By: Suzanne S. Christ-Peters  
Title: manager

By: John H. Christ II  
Title: manager


STATE OF IOWA     )  
                               ) SS:  
COUNTY OF POLK     )

This instrument is acknowledged before me on the 28<sup>th</sup> day of June, 1999, by Suzanne Christ-Peters as manager of Colonial Meadows, L.C.  
Michael M. [Signature]  
Notary Public in and for the State of Iowa



STATE OF IOWA     )  
                               ) SS:  
COUNTY OF POLK     )

This instrument is acknowledged before me on the 28<sup>th</sup> day of June, 1999, by John H. Christ II as Manager of Colonial Meadows, L.C.  
Michael M. [Signature]  
Notary Public in and for the State of Iowa



STATE OF TEXAS        )  
                                  ) SS:  
COUNTY OF HARRIS    )

This instrument acknowledged before me on the 1<sup>st</sup> day of July,  
1999, by RANDY HAWLEY as DIR. ROW of Kinder Morgan G.P., Inc.  
the General Partner of Kinder Morgan Operating L.P. "A".

Christina M. West  
Notary Public in and for the State of Texas,  
County of Harris

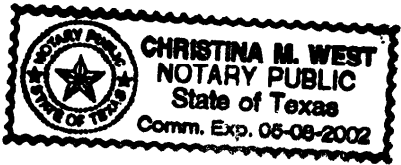


EXHIBIT "A"

The Northeast 1/4, (NE 1/4) the North 1/2 of the Southeast 1/4 (N 1/2 SE 1/4) and the East 1/2 of the Northwest 1/4 (E 1/2 NW 1/4) of Section 12, Township 77 North, Range 25 West of the 5th Principal Meridian, Warren County, Iowa, subject to public highway easement affecting the North 55 feet of the Northeast Quarter of the Northwest Quarter, containing 0.66 acres, more or less, exclusive of presently established road right-of-way;

AND EXCEPT a parcel of land described as:

That part of the SE 1/4 NE 1/4 and the NE 1/4 SE 1/4 of Section 12, Township 77 North, Range 25 West of the 5th P.M., Warren County, Iowa, described as follows: Commencing at a point of reference at the East 1/4 corner of said Section 12; thence N 90°00'00" W (the east line of said NE 1/4 is assumed to bear S 00°00' E for the purpose of this description only), 100.00 feet to the west right-of-way line of Iowa Highway #28 as it now exists and the point of beginning; thence S 00°00'25"E, along said right-of-way line and 100.00 feet west of and parallel with the east line of said SE 1/4, 240.57 feet; thence S 89°59'35"W, 352.80 feet; thence N00° 35'22" W, 362.45 feet; thence N 90°00' E, 356.50 feet to a point on said west right-of-way line; thence S 00°00' E, 121.82 feet to the point of beginning and containing 2.95 acres, more or less;

AND EXCEPT a parcel of land described as:

A parcel of land in the NE 1/4 of Section 12, Township 77 North, Range 25 West of the 5th P.M., now being in and forming a part of Linn Township, Warren County, Iowa, described as follows: Commencing at the NE corner of said NE 1/4 of Section 12; thence S 90°00' W (assumed for this description) along the North line of said NE 1/4 for a distance of 1,634.63 feet; thence S 1° 00' E for a distance of 55.00 feet to the point of beginning; thence continuing S 1°00' E 857.00 feet; thence S 90° 00' E 160.00 feet; thence S 0°44' W 425.00 feet; thence S 90°00' W 423.00 feet; thence N 0° 44' E 425.00 feet, thence N 90° 00' E 103.00 feet; thence N 1° 00' W 857.00 feet; thence N 90° 00' E for a distance of 160.00 feet to the point of beginning, said real estate containing 7.275 acres exclusive of the presently established road right-of-way;

and subject to public highways.

**Easement Description:**

That part of the North 1/2 of the Southeast 1/4 of Section 12, Township 77 North, Range 25 West of the 5th P.M., City of Norwalk, Warren County, Iowa described as follows:

Commencing at the Southeast corner of the North 1/2 of the Southeast 1/4 of said Section 12.

Thence North 88° 14' 33" West 64.96 feet along the South line of the North 1/2 of the Southeast 1/4 of said Section 12 to the Point of Beginning.

Thence North 88° 14' 33" West 1982.16 feet along the South line of the North 1/2 of the Southeast 1/4 of said Section 12.

Thence North 1° 45' 25" West 15.67 feet.

Thence North 77° 32' 44" West 604.82 feet.

Thence North 0° 05' 36" East 51.19 feet along the West line of the North 1/2 of the Southeast 1/4 of said Section 12.

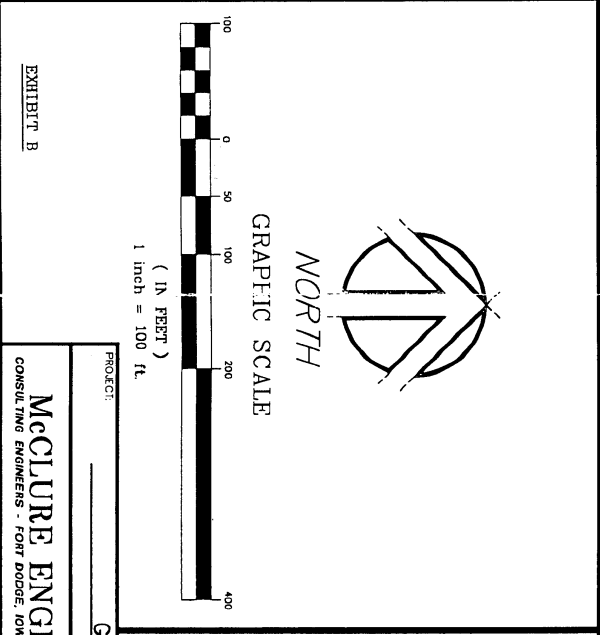
Thence South 77° 32' 44" East 695.54 feet.

Thence South 88° 14' 33" East 1863.66 feet.

Thence South 10° 28' 06" East 51.16 feet along the West right-of-way line of Iowa Highway No. 29 to the Point of Beginning.

Said parcel contains 2.9578 acres and is subject to road right-of-ways and existing easements.

The South line of the North 1/2 of the Southeast 1/4 of said Section 12 is assumed to bear North 88° 14' 33" West.



**EXHIBIT B**

**GAS EASEMENT**

PROJECT: \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT NO.: 1870

DATE: JUNE 99

BY: JSS

DATE: JUNE 99

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