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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

Return Document To:

Natural Gas Pipeline Company of America LLC
Land Department
P.O. Box 2427
Joliet, Illinois 60434-2427

Document Prepared By:

Kinder Morgan, Inc
23725 West County Farm Road
Shorewood, IL 60431
815-214-4950
PIN: 660142362017000
Tract: I(4)-271

AMENDMENT OF RIGHT-OF-WAY AGREEMENT

WITNESSETH

WHEREAS, Natural Gas Pipeline Company of America LLC, its successors and assigns (hereinafter referred to as "NGPL"), is the owner and holder of certain rights-of-way and easements granted pursuant the following instruments: (i) that certain Right-of-Way Agreement executed by Henry Pope, Herman Pope and Dessie Pope, husband and wife on October 3, 1930 and recorded October 22, 1930 in Book 70 Page 68 in the Office of the Recorder of Madison County Iowa , granted, conveyed and warranted to Continental Construction Corporation, its successors and assigns an Option to construct, test, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipeline or pipelines for transportation of gas, oil, petroleum, or any of its products, water or other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations over and through the described real estate in Madison County, Iowa "Original Right-of-Way Agreement".

WHEREAS, NGPL has succeeded to all the property, right, title and interest of the Continental Construction Corporation and to the above referenced Right of Way Agreement.

WHEREAS, the rights-of-way and easements granted pursuant to the Easement Agreements encumber the property owned by Alvin D. and Carolyn M. Borntrager of 3113 Larkspur Avenue, Lorimor, IA 50149 ("Landowner") described on Exhibit A attached hereto (the "Landowner Property").

WHEREAS, at the request of the Landowner, NGPL is willing to amend the Right-of-Way Agreement

NOW, THEREFORE, for valuable consideration, the receipt of sufficiency of which is hereby acknowledged, NGPL and Landowner hereby agree as follows:

1. NGPL specifically reserves and retains all rights-of-way, easements, rights, benefits, title and interest granted under the Right-of-Way Agreement in and to the Landowner Property described in Exhibit A attached hereto.
2. Landowner hereby grants an exclusive, defined pipeline easement to NGPL which prohibits the establishment of any enterprise or activity within 660 feet of the NGPL Amarillo #1, NGPL Amarillo #2 and NGPL Amarillo #3 pipelines that would involve the occupancy of 20 or more people, 50 days or more per any 12-month period, including for example, but not limited to a school, recreational facility, farmers market with public parking, business enterprise that includes parking.
4. To the extent that the Grantor wishes to develop the land within the defined Right of Way, Grantee reserves the right to review and edit, at Grantee's own discretion, any plans prior to initiation of any construction or establishment of said plan, the approval of which shall not be unreasonably withheld.
5. NGPL, in exercising its rights under the Easement Agreements, will comply with all applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time, and obtain at its sole cost and expense any permits, approvals, or consents reasonably required in connection with exercising its rights under the Easement Agreements.
6. Except as specifically amended hereby, all terms and conditions of the Original Right-of-Way Agreement, referenced in the beginning of this Amendment remain in full force and effect.

[This area intentionally left blank. Signature page follows.]

IN TESTIMONY WHEREOF, the parties have executed this Agreement on this 14th day of DECEMBER, 2024.

ALVIN D. BORNTRAGER

Alvin D. Borntrager
Signature

Alvin D. Borntrager
Name

OWNER
Title

CAROLYN M. BORNTRAGER

Carolyn M. Borntrager
Signature

Carolyn M. Borntrager
Name

OWNER
Title

NATURAL GAS PIPELINE COMPANY OF AMERICA LLC,

a Delaware limited liability company

George V. Podolski
Signature

George V. Podolski
Name

Name

Attorney-in-Fact
Title

Title

STATE OF Iowa)

) ss.

COUNTY OF Madison)

On this, the 11th day of December, 2024, before me, the undersigned Notary Public, personally appeared Alvin D. Borntrager, known to me to be the identical person whose name is subscribed to the foregoing instrument and that he as such being authorized to do so, acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses, purposes and consideration set forth.

Witness my hand and Notarial Seal this 11th day of December, 2024.



Teresa A. Gambrell

Notary Public

Printed: Teresa A. Gambrell

Residing in Madison County, Iowa

My Commission Expires 8/12/2027

STATE OF Iowa)

) ss.

COUNTY OF Madison)

On this, the 12th day of December, 2024, before me, the undersigned Notary Public, personally appeared Carolyn M. Borntager, known to me to be the identical person whose name is subscribed to the foregoing instrument and that he as such being authorized to do so, acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses, purposes and consideration set forth.

Witness my hand and Notarial Seal this 11th day of December, 2024.

Teresa A. Gambrell
Notary Public

Printed: Teresa A. Gambrell



Residing in Madison County, Iowa

My Commission Expires 8/12/2027

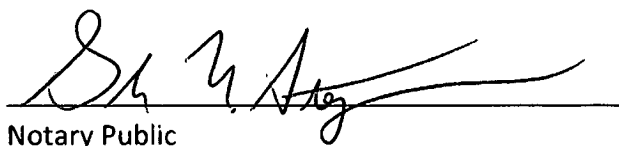
STATE OF ILLINOIS)

) ss.

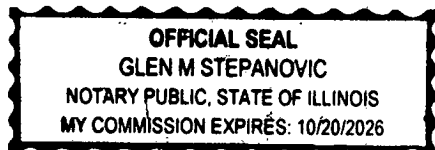
COUNTY OF LAKE)

On this, the 14th day of DECEMBER 2024, before me, the undersigned Notary Public, personally appeared GEORGE V. PODOLSKI in his/her capacity as ATTORNEY-IN-FACT of NATURAL GAS PIPELINE COMPANY OF AMERICA LLC, A Delaware Limited Liability Company known to me to be the identical person whose name is subscribed to the foregoing instrument and that he as such being authorized to do so, acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act of NATURAL GAS PIPELINE COMPANY OF AMERICA LLC, for the uses, purposes and consideration set forth.

Witness my hand and Notarial Seal this 14th day of DECEMBER, 2024.


Notary Public

Printed: GLEN M. STEPANOVIC



Residing in LAKE County, Illinois

My Commission Expires 10/20/26

EXHIBIT "A"

The West Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Twenty-three (23), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; EXCEPT that part of Parcel "K" located therein as shown in Plat of Survey filed in Book 2023, Page 307 on February 21, 2023, in the Office of the Recorder of Madison County, Iowa; AND EXCEPT a parcel of land located therein as shown in Plat of Survey filed in Farm Plat 2, Page 172 on November 27, 1989, in the Office of the Recorder of Madison County, Iowa.

EXHIBIT "B"

Pt of W2 NE4 Sec 23 T74N R28W 5th PM
Madison County Iowa



- ☐ Area subject to Amended Exclusive Easement
- ☐ Not subject to Amended Exclusive Easement