

☒ RECORDED
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REC \$ 1500
 AUD \$ 100
 R.M.F. \$ 100

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 BOOK 139 PAGE 884
 98 DEC 28 PM 2:44

MICHELLE UTSLET
 RECORDER

Line No.: 1A102 Main
 Tract No.: MN-20

CATHODIC EASEMENT

For and in consideration of Ten and No/100 dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned (hereinafter referred to as Grantor, whether one or more), hereby bargains, grants, conveys, and warrants to KINDER MORGAN ENERGY PARTNERS, L.P. (hereinafter referred to as Grantee), the perpetual right, privilege and easement to construct, maintain, and operate a cathodic unit, ground bed and below-ground appurtenances thereto, on, over, across, and through the following described land situated in the County of Madison and the State of Iowa (hereinafter referred to as the "Premises"), to wit:

See Exhibit "A" attached hereto
 and, by this reference, made a part hereof.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together with the right of ingress to and egress from said Premises across the adjacent property of the Grantor for the purpose of surveying and clearing the Premises of brush, trees, and obstruction, and for excavating, constructing, operating, inspecting, repairing, replacing, protecting, altering, moving or removing the property of the Grantee located thereon, in whole or in part, at the will of the Grantee.

It is further agreed as follows:

1. That in the exercise of its rights hereunder, Grantee shall: (a) restore the ground surface as nearly as practicable to the original contour which existed immediately prior to the commencement of any work; (b) repair in a good and workmanlike manner all fences and drainage and irrigation systems which are cut or disturbed by Grantee; (c) and, at its option, restore or pay the Grantor for any damages caused by Grantee to Grantor's growing crops, grasses, trees, shrubbery, fences, buildings, or livestock, provided, however, that the Grantee shall have the right, without liability for damages, from time to time to cut or clear trees, brush, or other obstructions on said Premises that might interfere with the operation or maintenance of Grantee's facilities, though Grantee has no obligation to do so.
2. That Grantor shall have the right to use and enjoy the surface of the Premises for agriculture, pasturage, or other similar purposes which will not interfere with the use of the Premises by the Grantee for any of the purposes hereinabove granted, it being understood that no building, structure, improvement, or obstruction shall be placed within, under, or upon the Premises, and that there shall be no alteration of the ground surface or grade of the Premises, without the express written consent of the Grantee, and to the extent that written permission has not been given, Grantee shall have the right to clear and keep cleared from with the Premises all trees, brush, undergrowth, buildings, structures, improvements, or other obstructions, and, after Grantee's property has been installed, Grantee shall not be liable for damages caused on the Premises by keeping the Premises clear of such trees, brush, undergrowth, buildings, structure, improvements, and other obstructions in the exercise of its rights hereunder.
3. That the rights of the Grantee may be assigned in whole or in part.
4. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the Grantor and the Grantee or its agents; and that the person securing this easement on behalf of the Grantee is without authority to make any agreement concerning this easement which is not set forth herein.

It is understood and agreed that this easement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto.

Signed and delivered this 9 day of November 1998.

GRANTOR:

Joyce M. Price
Joyce M. Price

STATE OF IOWA

COUNTY OF MADISON

The foregoing instrument was acknowledged before me this 9th day of November, 1998, by Joyce M. Price.



Debra K. Miller
Notary Public
My Commission Expires: 9-3-00

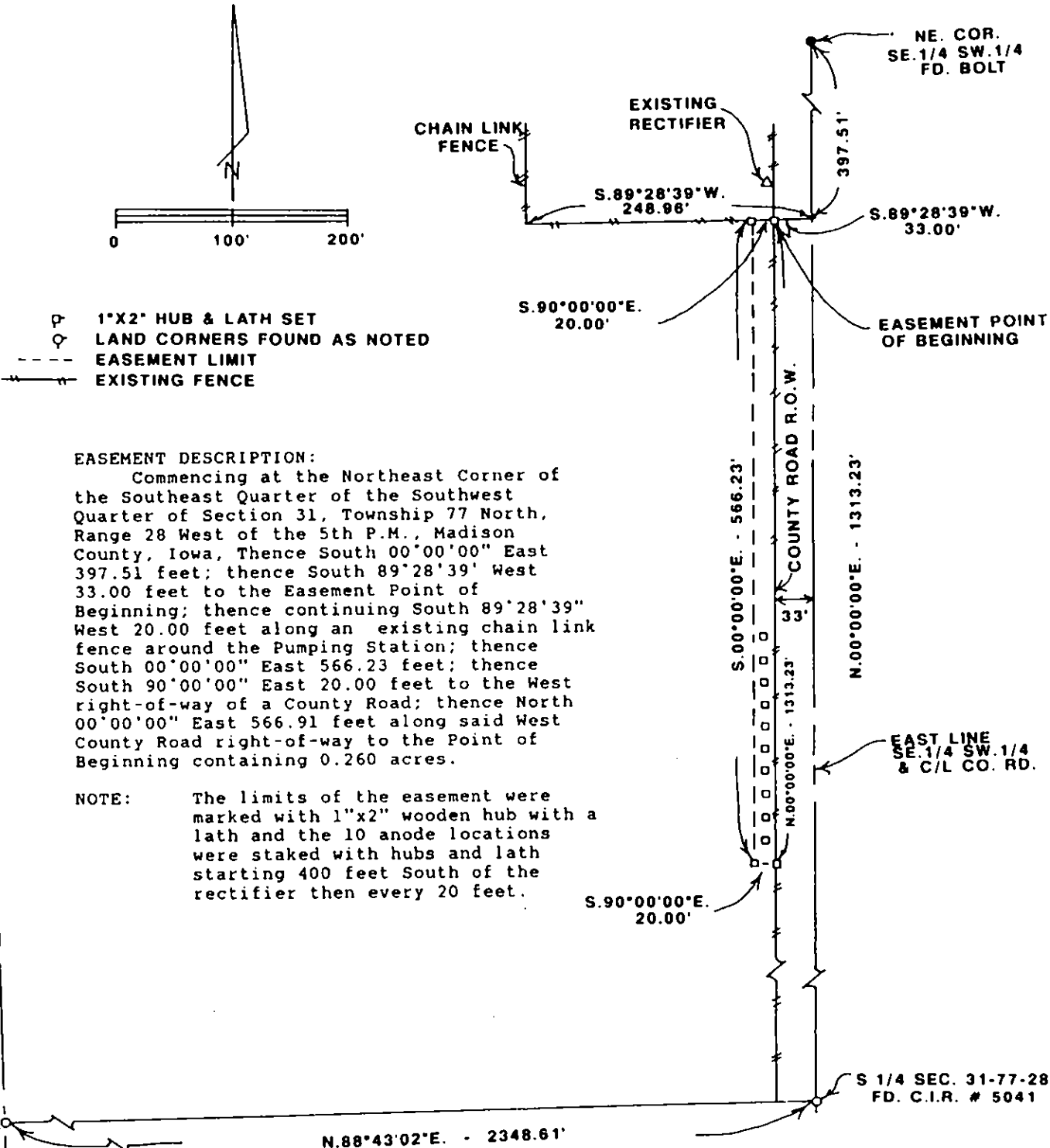
This Instrument Drafted by:

Global Right-of-Way Services, Inc.
1010 Lamar, Suite 640
Houston, Texas 77002

EASEMENT/PRICE

EXHIBIT "A"

GROUNDBED EASEMENT PLAT FOR KINDER MORGAN ON PROPERTY OWNED BY JOYCE MARGARET PRICE IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 77 NORTH, RANGE 28 WEST, OF THE 5TH P.M., MADISON COUNTY, IOWA.



EASEMENT DESCRIPTION:

Commencing at the Northeast Corner of the Southeast Quarter of the Southwest Quarter of Section 31, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, Thence South 00°00'00" East 397.51 feet; thence South 89°28'39" West 33.00 feet to the Easement Point of Beginning; thence continuing South 89°28'39" West 20.00 feet along an existing chain link fence around the Pumping Station; thence South 00°00'00" East 566.23 feet; thence South 90°00'00" East 20.00 feet to the West right-of-way of a County Road; thence North 00°00'00" East 566.91 feet along said West County Road right-of-way to the Point of Beginning containing 0.260 acres.

NOTE: The limits of the easement were marked with 1"x2" wooden hub with a lath and the 10 anode locations were staked with hubs and lath starting 400 feet South of the rectifier then every 20 feet.

J.P.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

J.M. Hochstetler
J.M. HOCHSTETLER
License number 6808 Date 11/10/98
My license renewal date is December 31, 1999.
Pages or sheets covered by this seal: 1