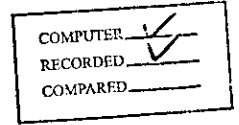


MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA



Prepared by: Jim Anderson P.O. Box 2427 Joliet, IL 60434-2427
Return to: KM Energy AHS: Jim Anderson P.O. Box 2427 Joliet, IL 60434-2427

AMENDMENT TO PIPELINE EASEMENT

THIS AGREEMENT, made and entered into this 16 day of March, 2006 by and between **KINDER MORGAN OPERATING L.P. "A"**, a Delaware Limited Partnership (hereinafter referred to as "KM") with a mailing address at P.O. Box 2427 Joliet, IL 60434-2427, and **Rose Mary Spellman, Martin E. Spellman, Daniel Spellman and Patrick Spellman**, (hereinafter referred to as "Owner") with an address at 1024 Second Street, P.O. Box 550, Penny, Iowa 50220.

WITNESSETH

WHEREAS, by instrument dated May 18, 1961 and recorded as Document No. 2523 in Book 91, at Page 340 of the Records of Madison County, Iowa, Dora M. Allen, et al did grant and convey unto Northern Gas Products Company (hereinafter referred to as "Northern"), its successors or assigns, the right, privilege and easement to construct, operate, inspect, maintain, and replace a pipeline and appurtenances thereto for the transportation of liquid or gaseous substances of any sort over and through following described lands, together with the right to remove said pipeline at will, in whole or in part, and the right of ingress and egress at convenient points to and from said premises for the purpose of exercising and enjoying the rights and privileges herein granted, such premises being located in the County of Madison, State of Iowa and described as follows:

N1/2 of the SW1/4 of Section 17, Township 77 North, Range 26 West

WHEREAS, one (1) pipeline has been constructed on the above described real estate pursuant to the authority granted by the aforesaid instrument; and

WHEREAS, KM has succeeded to all of the right, title and interest of Northern Gas Products Company in

and to the above mentioned instrument and the pipeline constructed thereto; and

WHEREAS, Owner has acquired all property described above and has requested that KM define the width of the right-of-way for the pipeline constructed and maintained thereon, which KM is willing to do.

NOW THEREFORE, it is agreed that the following description of the right-of-way for the pipeline located in the N1/2 of the SW1/4 of Section 17, Township 77 North, Range 26 West be further defined as follows:

The easement strip hereby shall be established as being twenty-five (25) feet on each side of the centerline of the pipeline as presently constructed on the above described property for a total right-of-way width of fifty (50) feet.

FURTHER, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, it is agreed as follows:

1. Owner warrants that they are the sole and present owner of the real estate described above and further warrants that it has the authority to enter into this Agreement.
2. Owner hereby covenants and agrees that no buildings, structures, fences, trees, water retaining ponds, or obstructions of any kind shall be placed, built or constructed over, under or upon the above described pipeline right of way, and that the grade will not be changed over the pipeline right-of-way. However, roadways, ditches, drains, aqueducts, pipelines, telephone lines, communication cables, electric lines, and water and sewer lines may be constructed across (as distinguished from running lengthwise) upon and over the pipeline right of way if approved by KM, said approval shall not be unreasonably withheld. At least 30 days before construction of such crossings begins, Owner hereby agrees to provide a set of construction drawings to KM for review.

3. Owner acknowledges that KM operates a high pressure pipeline on the right-of-way.
Owner agrees that should Owner fail to adhere to the provisions of this Amendment to Pipeline Easement, KM may have no adequate remedy at law. Owner therefore agrees that KM may seek injunctive relief or an emergency order to enforce the provisions of this amendment.

4. Except as specifically herein modified and amended, the above-mentioned instrument granting an easement to KM is hereby ratified, affirmed, adopted and warranted by Owner in every respect as written, and the same is hereby declared to be in full force and effect. This amendment shall be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

**Rose Mary Spellman, Martin E. Spellman, Daniel Spellman
and Patrick Spellman**

“Owner”

By: *Daniel Spellman*
Name (Print): Daniel Spellman

By: *Patrick Spellman*
Name (Print): PATRICK J. SPELLMAN

By: *Martin E Spellman*
Name: (Print) Martin E Spellman

By: *Rose Mary Spellman*
Name: (Print) Rose Mary Spellman

Kinder Morgan Operating L.P. “A”

“KM”

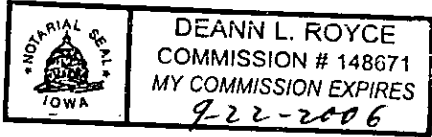
By: *Johnny McGee*
Name: Johnny McGee
Title: Attorney IN FACT

State of Iowa

County of Dallas

The foregoing instrument was acknowledged before me, a Notary Public duly commissioned and qualified in and for said county and state, on this 16th day of March, 2006, by Rose Mary Spellman, Martin E. Spellman, Daniel Spellman and Patrick Spellman.

(SEAL)



Deann L. Royce
Notary Public (Signature)

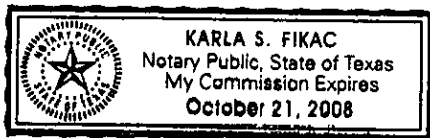
My Commission Expires 9-22-2006

State of Texas

County of Harris

The foregoing instrument was acknowledged before me, a Notary Public duly commissioned and qualified in and for said county and state, on this 4th day of April, 2006; by Johnny McGee, as Attorney In Fact (Title) of Kinder Morgan Operating L.P. "A".

(SEAL)



Karla S. Fikac
Notary Public (Signature)

My Commission Expires 10-21-08