

Prepared by/Return to: City of Nevada, 1209 6th Street, P.O. Box 530, Nevada, Iowa 50201

RESOLUTION NO. 063 (2025/2026)

**A RESOLUTION ACCEPTING EASEMENT AMENDMENT FOR HIGHWAY 30
PIPELINE RELOCATION PROJECT BETWEEN THE CITY OF NEVADA, IOWA AND
KPL NORTHERN STATES, LLC**

WHEREAS, Iowa Department of Transportation is planning to do an expansion of highway 30; and

WHEREAS, part of this expansion requires relocation of existing pipeline; and

WHEREAS, it is necessary for the KPL Northern States, LLC to obtain a temporary easement from City of Nevada, Iowa, for the purpose of designating a temporary workspace for pipeline relocation work; and

WHEREAS, the City of Nevada, Iowa, does hereby grant to KPL Northern States, LLC a temporary easement to construct a temporary workspace for pipeline relocation work, as described in Exhibit A and B of the attached amendment; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Iowa, that:

1. The Easement to construct a temporary workspace for pipeline relocation work for highway 30 pipeline relocation project, by and between the City of Nevada, Iowa, and KPL Northern States, LLC, in the forms attached hereto is hereby accepted.

PASSED AND APPROVED this 23rd day of March, 2026.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

PREPARED BY AND RECORDING REQUESTED BY:
FLINT HILLS RESOURCES, LC
ELIZABETH EBERT – ROW AGENT
(651) 481-7341
3120 117th ST. E
INVER GROVE HEIGHTS, MN 55077
WHEN RECORDED, MAIL TO:
Same as above
Attn: ROW – NAB
Parcel ID 1012300315

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO RIGHT OF WAY GRANT

STATE OF IOWA §
 §
COUNTY OF STORY §

KNOW ALL BY THESE PRESENTS THAT:

This Amendment to Right of Way Grant (the "*Amendment*") is dated and effective as of _____, 2026 (the "*Effective Date*"), by and between the City of Nevada, Iowa ("Grantor"), and KPL Northern States, LLC, a Delaware limited liability company ("*Grantee*").

Recitals:

- A. On or about September 22, 1930, Isabel McLain a single woman, as grantor, executed a Right of Way Agreement (the "*First Easement Agreement*") in favor of Great Lakes Pipe Line Company ("*GLPC*"), as grantee. The First Easement Agreement was filed of record on December 1, 1930 on Page 457 of Book 45 of the Miscellaneous records of Story County, State of Iowa.
- B. On or about November 21, 1949, Isabel McLain Reichardt (*f/k/a Isabel McLain a single woman*), as grantor, executed a Receipt for Additional Pipe Line and Amendment of Right of Way (the "*First Amendment*") in favor of GLPC, as grantee. The First Amendment was filed of record on December 12, 1949 on Page 367 of Book 68 of the Miscellaneous records of Story County, State of Iowa.
- C. The First Easement Agreement and the First Amendment are collectively called (the "*Easement Agreement*").
- D. On or about December 1, 1981, Williams Pipe Line Company, a Delaware Corporation

("Williams), as assignor, being successor in interest to GLPC, executed an Assignment of Rights of Way (the "Assignment") in favor of Wood River Pipeline Company, a Delaware corporation ("Wood River"), as assignee, in which Williams quit claimed, assigned, and granted unto Wood River an undivided interest in the Easement Agreement. Said Assignment was recorded on October 3, 1983 in Book 197, Page 1, as instrument number 02441, in Story County, Iowa.

- E. Grantee is currently successor in interest to Wood River.
- F. Grantor is the successor-in-interest to Isabel McLain (also known as Isabel McLain Reichardt) and holds title to the Grantor's Land as the City of Nevada, Iowa.
- G. The Easement Agreement affects the following real property currently owned by Grantor ("Grantor's Land");

Lot 2 of Airport Road Plat 6, in the Southwest ¼ of the Southwest ¼ Section 12, Township 83 North, Range 23 West of the 5th P.M., City of Nevada, Story County, Iowa.

EXCEPT:

Parcel "A" located entirely within Lot 2 of Airport Road Plat 6, in the Southwest ¼ of the Southwest ¼ Section 12, Township 83 North, Range 23 West of the 5th P.M., City of Nevada, Story County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of Lot 2 of Airport Road Plat 6, as recorded in Slide 457, Page 2, in the Office of the Recorder, Story County, Iowa; thence South 00°22'47" East, 829.86 feet along the East side of Said Lot 2 to the northerly line of U.S. Highway NO. 30 public highway easement; thence North 64°34'48" West, 903.74 feet along said northerly easement line to the West line of said Lot 2; thence North 00°10'03" West, 449.48 feet along said West line to the Northwest corner of said Lot 2; thence South 89°27'56" East, 812.10 feet along the North line of said Lot 2 to the point of beginning, containing 11.94 acres total including 0.06 acres of existing road right of way. Subject to easement and restrictions of record, if any.

Grantor and Grantee now wish to amend the Easement Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee amend the Easement Agreement as follows:

1. **New Right-of-Way.** The Easement Agreement is hereby amended to add the pipeline easement described in Exhibit A (the "**New Right-of-Way**"), which is attached hereto and incorporated herein by reference, as part of the Easement Agreement property. As of the Effective Date, the Amendment shall apply in full force and effect to the New Right-of-Way, as well as that right-of-way originally set forth in the Easement Agreement.

The conveyance of the rights described herein is made "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON. GRANTOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUITABILITY OF THE NEW RIGHT OF WAY, EXISTING ROW OR TEMPORARY WORKSPACE FOR ANY ACTIVITIES OR USES.

2. **Relocated Pipeline.** Grantee intends to relocate the existing pipeline by constructing a new pipeline within the New Right-of-Way and by removing the existing pipeline from the area (the "**Existing ROW**") described on Exhibit B attached hereto (collectively, the "**Pipeline Relocation Work**").

3. **Temporary Workspace.** The Easement Agreement is further amended to allow Grantee, its employees, agents, contractors, and subcontractors, to use the property designated as "temporary workspace

easement" depicted on the survey attached hereto as depicted on Exhibit A attached hereto (the "**Temporary Workspace Easement**"), as temporary workspace to complete the Pipeline Relocation Work. Grantee's right to use the Temporary Workspace shall expire on the earlier of the date of completion of the Pipeline Relocation Work, or one (1) year following the Effective Date.

4. **Indemnity.** Grantee for and on behalf of Grantee, for itself and for and on behalf of its successors and assigns hereby indemnifies, releases and forever discharges Grantor, its partners and their respective members, directors, officers, employees, agents and representatives from any and all loss or damages that may arise from or relate to any activities of Grantee or its contractors, within the New Right-of-Way, the Existing ROW and/or the Temporary Workspace, except for any loss or damages arising from or relating to the negligence or willful misconduct of Grantor or its employees, agents or representatives or Grantor's breach of this Amendment. In performing any use or construction activities for which Grantee is entitled to take hereunder, Grantee shall use reasonable efforts and shall cause its agents, contractors, employees, and assigns to use reasonable efforts to not interfere with Grantor's use and enjoyment of Grantor's adjoining property.

5. **Future Partial Release.** Grantee agrees that, within one hundred eighty (180) days following completion of the Pipeline Relocation Work, Grantee will release the Vacated Easement described on Exhibit B attached hereto and record the release in the Official Public Records of Story County, Iowa.

6. **Parties Bound.** This Amendment shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective permitted successors and assigns, as provided in the Easement Agreement. Except as amended by the terms of this Amendment, the Easement Agreement and the rights and obligations of the Grantor and Grantee thereunder shall be and remain in full force and effect and are hereby ratified and affirmed.

7. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart.

8. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the jurisdiction in which the property is located.

{Signature pages follow}

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective on the Effective Date.

KPL NORTHERN STATES, LLC

a Delaware limited liability company

By: _____

Printed Name: Randy D. Lenz

Title: President

STATE OF MINNESOTA)

) **SS:**

COUNTY OF DAKOTA)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Randy D. Lenz, the President of KPL NORTHERN STATES, LLC, a Delaware limited liability company on behalf of said limited liability company.

Notary Public

My Commission Expires: _____

The City of Nevada, Iowa

By: _____
Ryan Condon, Mayor

By: _____
Erin Mousel, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF STORY)

This instrument was acknowledged before me on this ____ day of _____, 2026, by Ryan Condon, the Mayor of the City of Nevada, Iowa, on behalf of said city.

Notary Public

My Commission Expires: _____

STATE OF IOWA)
) SS:
COUNTY OF STORY)

This instrument was acknowledged before me on this ____ day of _____, 2026, by Erin Mousel, the City Clerk of the City of Nevada, Iowa, on behalf of said city.

Notary Public

My Commission Expires: _____

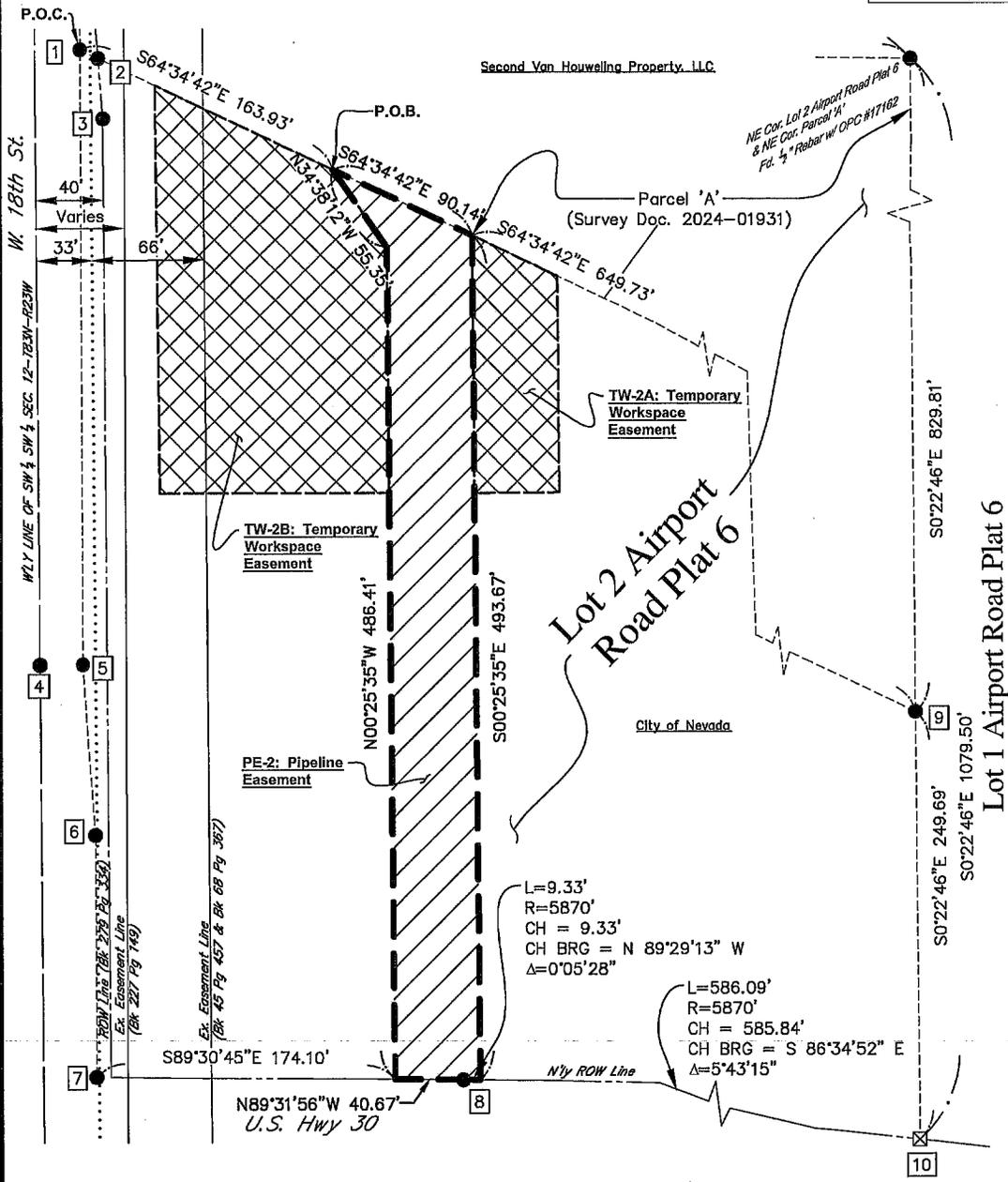
PE-2: PIPELINE EASEMENT DRAWING

PART OF LOT 2 OF AIRPORT ROAD PLAT 6 IN THE

SW 1/4 OF THE SW 1/4 OF SEC. 12-T83N-R23W STORY COUNTY, IOWA.

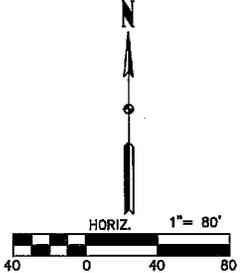
PREPARED BY: ANDREW J. SMITH, WHKS & CO., 1412 6th ST. SW, MASON CITY, IA 50401 (641) 423-8271

PARCEL #2



Monument/Corner Data

Number	Description
1	SW Cor. Parcel 'A'. Found 3/4" Pipe with OPC #12971
2	Point of Intersection of ROW line & S. line Parcel 'A'. Found 3/4" Rebar with OPC #17162
3	ROW Pl. Found 3/4" Rebar with OPC #17162
4	Found Cut 'X' on Section Line
5	Lot 2 Airport Road Plat 6 Property Corner, Fd. Rebar OPC #12971 & Rebar OPC #17161 approximately 0.07' apart.
6	Lot 2 Airport Road Plat 6 Property Corner, Fd. Rebar YPC #17161.
7	SW Cor. Lot 2 Airport Road Plat 6. Found Rebar with YPC #17162
8	ROW monument & PC. Fd. Rebar with OPC #12971.
9	SE Cor. Parcel 'A'. Found Rebar with OPC #17162
10	SE Cor. Lot 2 Airport Road Plat 6. Calculated Position based on found centerline Hwy 30 monumentation.



DATE SURVEYED	10-02-25
SCALE:	AS SHOWN
PROJECT NO.:	10444
DRAWN BY:	AJS
CHECKED BY:	AJS
SHEET	2 of 3



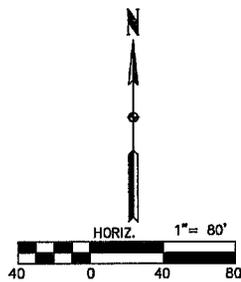
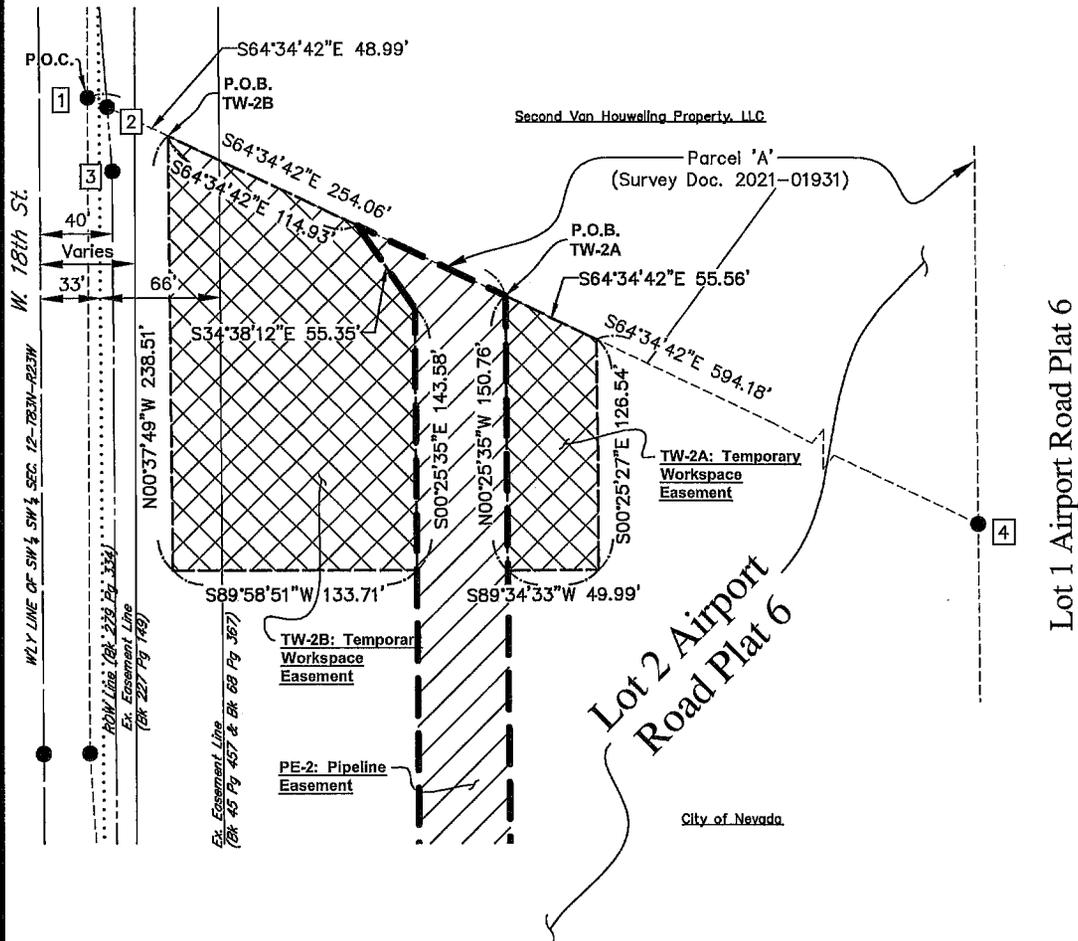
TW-2A & TW-2B: TEMPORARY WORKSPACE EASEMENT DRAWING

PART OF LOT 2 OF AIRPORT ROAD PLAT 6 IN THE

SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SEC. 12-T83N-R23W STORY COUNTY, IOWA.

PREPARED BY: ANDREW J. SMITH, WHKS & CO., 1412 6th ST. SW, MASON CITY, IA 50401 (641) 423-8271

PARCEL #2



DATE SURVEYED	10-02-25
SCALE:	AS SHOWN
PROJECT NO.:	10444
DRAWN BY:	AJS
CHECKED BY:	AJS
SHEET	3 of 3

Monument/Corner Data	
Number	Description
1	SW Cor. Parcel 'A'. Found $\frac{3}{4}$ " Pipe with OPC #12971
2	Point \odot Intersection of ROW line & S. line Parcel 'A'. Found $\frac{1}{2}$ " Rebar with OPC #17162
3	ROW Pl. Found $\frac{1}{2}$ " Rebar with OPC #17162
4	SE Cor. Parcel 'A'. Found Rebar with OPC #17162

whks
engineers + planners + land surveyors

EXHIBIT B

VACATED EASEMENT DRAWING

PART OF LOT 2 OF AIRPORT ROAD PLAT 6 IN THE
SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SEC. 12-T83N-R23W STORY COUNTY, IOWA.

PREPARED BY: ANDREW J. SMITH, WHKS & CO., 1412 6th ST. SW, MASON CITY, IA 50401 (641) 423-8271

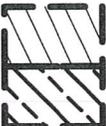
PARCEL #2

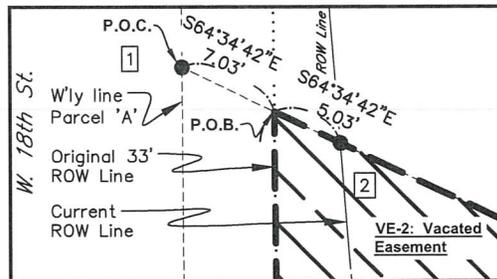
VE-2: VACATED EASEMENT DESCRIPTION
(See Sheet 2 of 2)

Vacation of a portion of the existing easement described in Book 68 Page 367 on file at the Story County Recorder's Office, across part of Lot 2 of Airport Road Plat 6 located in the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twelve (12), Township Eighty-three North (T-83N), Range Twenty-three West (R-23W) of the Fifth Principal Meridian (5th P.M.), Story County, Iowa, said vacated portion described as follows:

Commencing at the Southwest Corner of Parcel 'A', as described in the Plat of Survey recorded in Instrument #2024-01931 on file at the Story County Recorder's Office, thence S 64°34'42" E along the South line of said Parcel 'A', 7.03 feet to the intersection of the South line of said Parcel 'A' and the Westerly line of the easement described in Book 68 Page 367 on file at the Story County Recorder's Office, and the Point of Beginning;
Thence continuing S 64°34'42" E along the South line of said Parcel 'A', 73.31 feet to the intersection of the South line of said Parcel 'A' and the Easterly line of the easement described in Book 68 Page 367 on file at the Story County Recorder's Office;
Thence S 00°23'02" E along said Easterly line, 204.87 feet;
Thence S 89°36'58" W, 66.00 feet to the Westerly line of the easement described in Book 68 Page 367 on file at the Story County Recorder's Office;
Thence N 00°23'02" W along said Westerly line, 236.78 feet to the Point of Beginning.

Containing 14,574 square feet more or less and is subject to recorded or unrecorded easements, if any.

LEGEND	
	New Permanent Pipeline Easement Area (PE)
	Vacated Easement Area (VE)
	Existing Parcel/Property Line
	Section Line
	Property Corner Found, as noted.
	Section Corner Found, as noted
	Section Corner Set, as noted
	Calculated Position no monument set, as noted
	Point of Beginning
P.O.B.	Point of Commencement
P.O.C.	Record Dimension
()	



DETAIL A

DATE SURVEYED	10-02-25
SCALE:	AS SHOWN
PROJECT NO.:	10444
DRAWN BY:	AJS
CHECKED BY:	AJS
SHEET	1 of 2



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.

Andrew J. Smith
Andrew J. Smith Date 03-10-2026

License number 14233 Sheets covered by this seal: 1-2

My license renewal date is December 31, 2027

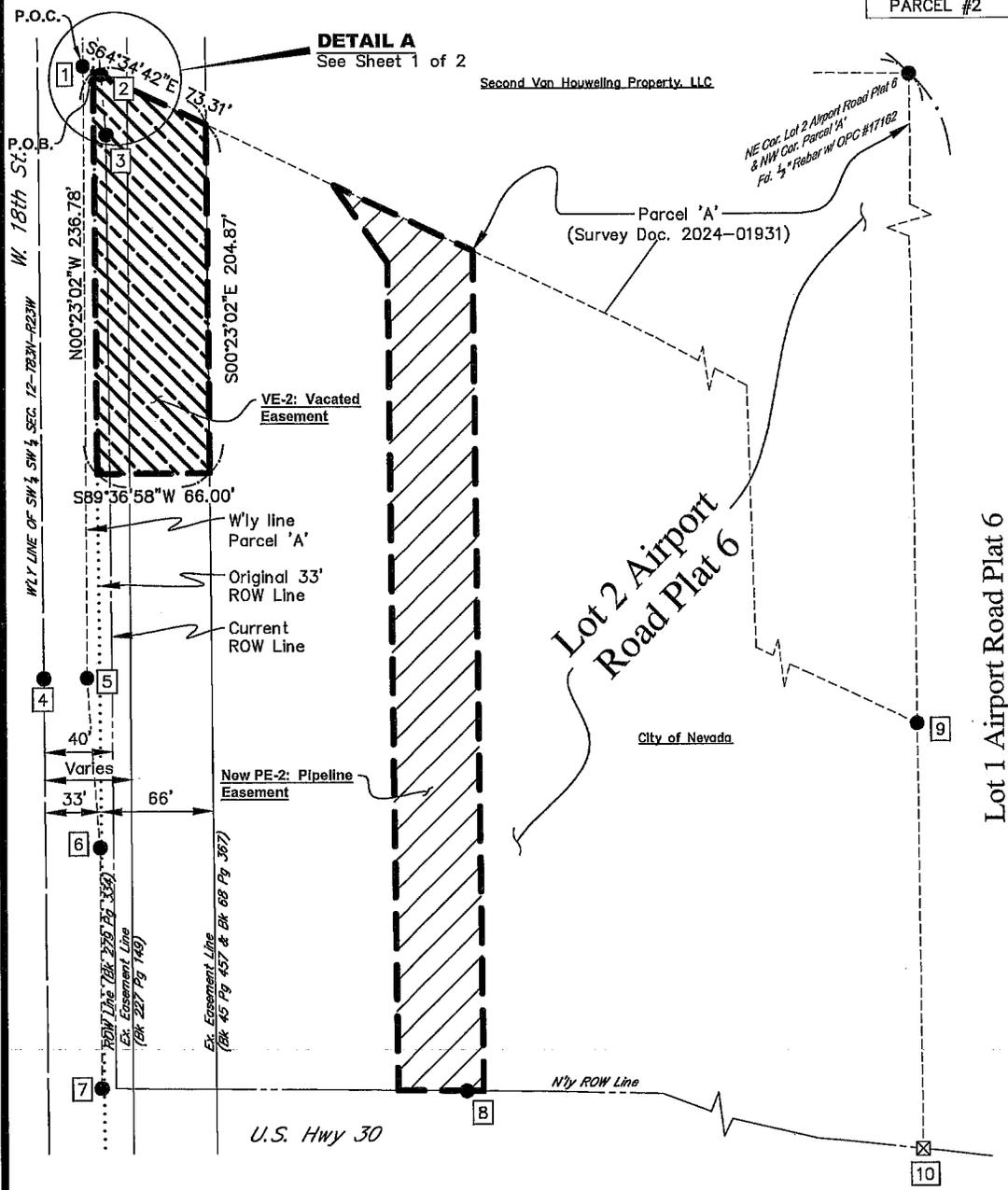


VE-2: VACATED EASEMENT DRAWING

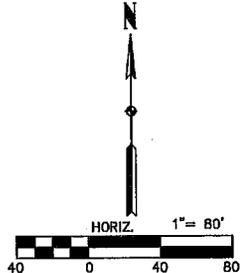
PART OF LOT 2 OF AIRPORT ROAD PLAT 6 IN THE
SW 1/4 OF THE SW 1/4 OF SEC. 12-T83N-R23W STORY COUNTY, IOWA.

PREPARED BY: ANDREW J. SMITH, WHKS & CO., 1412 6th ST. SW, MASON CITY, IA 50401 (641) 423-8271

PARCEL #2



Monument/Corner Data	
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DATE SURVEYED	10-02-25
SCALE:	AS SHOWN
PROJECT NO.:	10444
DRAWN BY:	AJS
CHECKED BY:	AJS
SHEET	2 of 2

UPON COMPLETION RETURN TO:
FLINT HILLS RESOURCES, L.C.
3120 117th St. East
Inver Grove Heights, MN 55077
Attention: Right of Way Department

RECEIPT AND RELEASE

The undersigned, (“**Landowner**”) acknowledges the receipt of payment from KPL Northern States, LLC (“**KPL**”) of **\$6,473.70** as payment for granting the Amendment to Right of Way Grant and **\$6,473.70** as payment for reasonable and customary damages which may be caused to Landowner, by the construction and removal the facilities, together which equal the total amount of **\$12,947.40** (the “**Payment**”), as further indicated below. Landowners fully release KPL and its affiliated companies, and their respective members, managers, partners, officers, employees, contractors, and agents, from any claim for damages arising out of construction and removal of the facilities on the following parcel of property:

See Exhibit “A” attached hereto and made a part hereof.

Landowner directs and agrees that the Payment shall be made to Neal A. Seidler (“**Neal**”). The Payment shall be made by check payable to Neal and mailed to Neal at the addresses below, after FHRPB’s receipt of both of the following: (i) an original of this Receipt and Release completely filled out and signed and (ii) a fully executed Form W-9 from Neal.

The amount of the Payment shall be held in strictest confidence and not disclosed by Landowners, other than as may be required by any applicable taxing authority.

The Payment shall be deemed to have been made when placed in the U.S. Mail, postage pre-paid and addressed to the Landowners at the addresses listed below. Landowners direct and agree that the Payment shall be made as follows:

12,947.40 to the City of Nevada, Iowa

Address: _____

(Signatures on Following Page)

IN WITNESS WHEREOF, the Landowner has affixed his/her signature this _____ day of _____, 2026.

The City of Nevada, Iowa

By: _____

Title: _____

By: _____

Title: _____

Exhibit A

Lot 2 of Airport Road Plat 6, in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ Section 12, Township 83 North, Range 23 West of the 5th P.M., City of Nevada, Story County, Iowa.

EXCEPT:

Parcel "A" located entirely within Lot 2 of Airport Road Plat 6, in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ Section 12, Township 83 North, Range 23 West of the 5th P.M., City of Nevada, Story County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of Lot 2 of Airport Road Plat 6, as recorded in Slide 457, Page 2, in the Office of the Recorder, Story County, Iowa; thence South $00^{\circ}22'47''$ East, 829.86 feet along the East side of Said Lot 2 to the northerly line of U.S. Highway NO. 30 public highway easement; thence North $64^{\circ}34'48''$ West, 903.74 feet along said northerly easement line to the West line of said Lot 2; thence North $00^{\circ}10'03''$ West, 449.48 feet along said West line to the Northwest corner of said Lot 2; thence South $89^{\circ}27'56''$ East, 812.10 feet along the North line of said Lot 2 to the point of beginning, containing 11.94 acres total including 0.06 acres of existing road right of way. Subject to easement and restrictions of record, if any.