

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

RESOLUTION NO. 029 (2026/2027)

**A RESOLUTION ACCEPTING AMENDMENT TO RIGHT OF WAY AGREEMENT FOR
HIGHWAY 30 PIPELINE RELOCATION PROJECT BETWEEN THE CITY OF
NEVADA, IOWA AND MAGELLAN PIPELINE COMPANY, LP**

WHEREAS, Magellan Pipeline Company, L.P. operates pipelines within an existing right-of-way on property owned by the City of Nevada; and

WHEREAS, relocation of the pipelines is necessary to accommodate the Iowa Department of Transportation expansion of highway 30 project; and

WHEREAS, the proposed Amendment to Right of Way Agreement modifies the location of the existing pipeline easement and provides for the relocation work and related temporary workspace.

WHEREAS, the City of Nevada, Iowa, does hereby grant to Magellan Pipeline Company, LP an amendment to the right of way agreement for the relocation work and related temporary workspace, as described in Exhibit A of the attached amendment; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Iowa, that the Amendment to Right of Way Agreement between the City of Nevada and Magellan Pipeline Company, L.P. is hereby approved, and the Mayor and City Clerk are authorized to execute the Amendment on behalf of the City.

PASSED AND APPROVED this 24th day of August, 2026.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

SPACE ABOVE FOR RECORDER'S USE

WHEN RECORDED, MAIL TO:
Magellan Pipeline Company, L.P.
Attn: Real Estate Services
100 W. 5th Street
Tulsa, OK 74103

AMENDMENT TO RIGHT OF WAY AGREEMENT

THIS AMENDMENT TO RIGHT OF WAY AGREEMENT ("Amendment") is made this _____ day of _____, 2026, by and between Magellan Pipeline Company, LP ("Grantee"), having an address of 100 W. 5th Street, Tulsa, Oklahoma 74103 and The City of Nevada, Iowa ("Grantor") having an address of 1209 6th Street, Nevada, Iowa 50201.

WHEREAS, Grantee owns certain easement and right-of-way rights by virtue of its interest in the following described instruments: A Right of Way Agreement executed by Isabel McLain, on the 22nd day of September 1930 and recorded on December 1, 1930 on Page 475 of Book 45 of the Miscellaneous records of Story County, Iowa, and a Receipt for Additional Pipe Line and Amendment of Right of Way dated the 21st day of November 1949, recorded on Page 367 of Book 68 of the Miscellaneous records of Story County, Iowa (collectively the "Right of Way") which affects the following real property (the "Grantor's Land"):

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°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.

WHEREAS, Grantee is the successor to the original grantee of the Right of Way and owns and operates two pipelines (collectively the "Pipeline") in the Right of Way and must relocate the Pipeline on the Grantee's Land to accommodate the Iowa Department of Transportation project at 610th Avenue and U.S. 30 interchange at Nevada in Story County, Iowa; and

WHEREAS, Grantor is the successor to the original grantee of the Right of Way and holds title to the Grantor's Lands.

NOW THEREFORE, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee and Grantor agree to amend the Right of Way as follows:

1. Grantor does hereby grant and convey to Grantee, and the Right of Way is hereby amended to modify the location of the pipeline easement, said new easement area being 0.881 acres as described in Exhibit "A", attached hereto and made a part hereof (the "New Easement Area"), and said modified location and New Easement Area will supersede and replace the pipeline easement under the Right of Way. 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. Grantee intends to relocate the existing Pipeline by constructing new pipeline segments in the New Easement Area and conducting all required work to either remove the existing Pipeline or render the existing Pipeline segments clean and safe for dormancy (the "Relocation Work"). Grantee shall, at its sole cost and risk: either remove the existing Pipeline and appurtenances and restore the surface of the Grantor's Land to the condition it was in prior to such removal or abandon the Pipeline in place. If the Grantee opts to abandon any portion of the existing pipeline in place, Grantee shall (a) isolate, purge, clean and render safe the existing Pipeline; (b) cap, plug, bind, and secure all ends, laterals, valves and connections; (c) remove or secure any above-ground facilities not required to maintain; (d) perform all work in a good and workmanlike manner and in compliance with all permits, laws, rules and regulations; and (e) restore the surface (including topsoil, drainage, fences, roads and vegetation) to equal or better condition than existed immediately prior to commencement of the Relocation Work. Within thirty (30) days after completion of abandonment activities, Grantee shall deliver to Grantor: (i) written confirmation of abandonment activities performed, (ii) copies of all notices, filings, approvals, and close-out documentation; and (iii) as-built drawings depicting the location and depth of the abandoned Pipeline. Abandonment in place shall not relieve Grantee, its successors or assigns, of any obligation or liability arising out of the existing Pipeline or its abandonment, including without limitation any claims, losses, damages, costs, remediation, penalties, or expenses relating to (1) contamination or release of hazardous substances, (2) subsidence, settlement, voids, erosion, or drainage impacts, or (3) injury to persons or property arising from the abandoned Pipeline. Grantee, or its successors or assigns, shall defend, indemnify, and hold harmless Grantor and Grantor's related parties from and against all such matters, except to the extent caused by the negligence or willful misconduct of Grantor.

3. If (i) applicable law later requires removal of any portion of the Pipeline abandoned in place, (ii) the abandoned facilities interfere with Grantor's present or reasonably foreseeable use of the property, or (iii) the abandoned facilities create a safety hazard or materially impair drainage or soil conditions, then upon written notice from Grantor, Grantee shall, at its sole cost, remove the abandoned Pipeline to the extent necessary to cure the condition and restore the property as provided above.

4. During the Relocation Work, Grantee shall have and Grantor hereby grants temporary workspace (the "Temporary Workspace") at the locations shown on Exhibit "A". Grantee, its surveyors, agents, contractors, subcontractors and their respective employees may enter upon the Temporary Workspace and may temporarily place and store equipment and materials on the Temporary Workspace as necessary for installation and construction of the Pipeline. Grantee shall coordinate access routes, staging and other required controls with Grantor. Grantee shall (i) strip and segregate topsoil from subsoil where disturbed; (ii) prevent and remediate compaction; and (iii) maintain existing drainage patterns and repair any rutting, settlement, or erosion.

5. Within six months of completion of the installation of the Pipeline and removal or abandonment of the existing pipeline segments, Grantee will restore the New Easement Area, the existing easement area, and the Temporary Workspace, as nearly as practical, to the equal or better condition existing on the date hereof; provided however, that said six month period may be extended by agreement of the parties to allow additional time for restoration due to weather conditions or other circumstances beyond Grantee's control. Grantee's right to use the Temporary Workspace will terminate and expire on the completion of the Relocation Work.

6. Grantee shall pay to Grantor any direct, actual damages incurred by Grantor which may arise to crops or fences from Grantee's Relocation Work. Grantee shall fully repair any and all damages to the fences of Grantor damaged by Grantee during construction to the equal or better condition as they existed prior to the construction. Grantee shall brace the existing fences on both sides of any cut so that when the fence is cut there will be no slackening of the wires. Grantee shall keep gates closed at all times to prevent the escape of livestock except when opened for ingress and egress.

7. 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, elected officials, 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 Easement Area 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.

8. 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 Right of Way. Except as amended by the terms of this Amendment, the Right of Way 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.

9. 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.

[Signature pages following.]

The City of Nevada, IA

By: Ryan Condon, Mayor

By: Erin Mousel, City Clerk

ACKNOWLEDGEMENT

STATE OF IOWA

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COUNTY OF STORY

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Before me, the undersigned Notary Public, on this _____ day of _____, 2026, personally appeared _____, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes as herein set forth.

Witness my hand and official seal.

My Commission Expires:

Notary Public

ACKNOWLEDGEMENT

STATE OF IOWA

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COUNTY OF STORY

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Before me, the undersigned Notary Public, on this _____ day of _____, 2026, personally appeared _____, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes as herein set forth.

Witness my hand and official seal.

My Commission Expires:

Notary Public

By: Magellan Pipeline GP, LLC,
Its general partner

Title:

STATE OF)
COUNTY OF)

My Commission Expires:

#12912048v3