



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 28860053

Receipt #: 1648590
Pages Recorded: 11
Cashier Initials: PJ

Recording Fee: \$48.00
Authorized By:

Date Recorded: 2/26/2007 10:30:05 AM



Grantor	<u>53 & OLIVER LC</u>
Grantee	<u>ENBRIDGE PIPELINES</u>
Type of Document	<u>MISCELLANEOUS AMENDMENT</u>
Recording Fees	<u>\$48.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$48.00</u>
Return Address	<u>BAUGHMAN COMPANY PA</u>
	<u>315 ELLIS</u>
	<u>WICHITA KS 67211</u>
	<u></u>

SERVICES

) §§

)

BAUGHMAN COMPANY, P.A.
315 ELLIS
WICHITA, KS 67211

#4800

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein the Company and Landowner do hereby agree to amend said Right of Way Contract in the following particulars:

I. From and after the date hereof all of the Company's pipelines and other incidental equipment and facilities heretofore or hereinafter laid on the owned land, by authority of said Right of Way Contract or this instrument, shall be confined within the strip of land more particularly described as follows:

SEE EXHIBITS "A" & "A-1" Attached hereto and being made a part hereof.
hereinafter called "Defined Easement".

II. For and in consideration of the benefits to be derived here from, the Company, its parent, subsidiaries, successors and assigns, shall hereafter have and is hereby granted by Landowner:

A. The right of way and easement from time to time to maintain, operate, relay, replace, change the size of and remove any or all of the Company's pipelines currently in place within the owned land; and

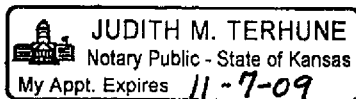
B. The right of way and easement from time to time to lay, maintain, operate, relay, replace, change the size of and remove additional pipelines within the Defined Easement for the transportation of oil, gas, water, petroleum products and any other gases or substances (whether or not of a similar nature) which can be transported through a pipeline; together with the right of ingress and egress across the owned land for all purposes incident to the exercise of the aforesaid rights and the right to place on the owned land incidental equipment to facilitate the use of pipelines. No additional compensation shall be payable to Landowner for the exercise of the aforesaid rights or any damage resulting to the property of Landowner, their successor or assigns, except that damages will be paid to Landowner for damage to growing agricultural crops.

III. Landowner, for themselves, their successors and assigns, covenant and agree that no dwelling, buildings, structures, obstructions or engineering works of whatsoever kind shall be erected on said Defined Easement and Landowner further covenants and agrees that no dwellings or buildings shall be erected within twenty-five (25) feet on either side of said Defined Easement and that no change will be effected in the present grade of said Defined Easement. Landowner, for themselves, their successors and assigns agree that no hard surface or regularly traveled streets, roads or highways will cross or be placed over the Defined Easement unless and until the Company's pipelines or incidental equipment located thereon are properly adjusted and protected in the opinion of the Company. Any such adjustment or protection shall be done under the supervision and to the specifications determined solely by the Company and at the expense of the Landowner, their successors or assigns.

STATE OF KANSAS)
) §§
COUNTY OF SEDGWICK)

Before me the undersigned, a Notary Public in and for said County and State, on this 7th day of November, 2006, personally appeared Jay W. Russell, to me personally known, who being duly sworn did say that he is Manager of 53rd & Oliver, L.L.C., a Kansas limited liability company, and acknowledged to me that he executed the foregoing instrument on behalf of said limited liability company, in the capacity therein stated as the free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

Given under my hand and seal the day and year last above written.



Judith M. Terhune
Notary Public

My Commission Expires:
11-7-09

STATE OF: TEXAS)
) §§
COUNTY OF: HARRIS)

On the 22ND day of February, 2007, personally appeared David Martin, to me personally known, who, being duly sworn did say that he is Attorney-in-Fact of Enbridge Pipelines (KPC), a corporation and acknowledged to me that he executed the foregoing instrument on behalf of said corporation, in the capacity therein stated as the free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

Carolyn Oliver
Notary Public

My Commission Expires:
08-28-09



LANDOWNER:

Barry C. Dunham and Mildred R. Dunham, Trustees
of the Dunham Revocable Trust, dated April 9, 2003

X Barry C. Dunham
Barry C. Dunham

X Mildred R. Dunham
Mildred R. Dunham

SS # or Tax ID [REDACTED]

STATE OF Arizona)
COUNTY OF Maricopa) §§

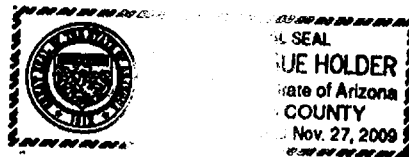
Before me the undersigned, a Notary Public in and for said County and State, on this 29th day of January, 2007, personally appeared Barry C. Dunham and wife Mildred R. Dunham, as Trustees of the Dunham Revocable Trust, dated April 9, 2003, to me known to be the identical persons who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Catherine Sue Holder
Notary Public

My Commission Expires:

11-27-2009



LANDOWNER:

John J. Ayerza and Susanne Ayerza, Trustees
of the John J. Ayerza and Susanne Ayerza Trust
dated October 28, 1985

X John J. Ayerza, Trustee
John J. Ayerza, Trustee

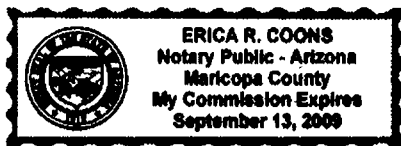
X Susanne Ayerza, Trustee
Susanne Ayerza, Trustee

SS # or Tax ID: [REDACTED]

STATE OF Arizona)
COUNTY OF Maricopa) §§

Before me the undersigned, a Notary Public in and for said County and State, on this 31st day of January, 2009, personally appeared John J. Ayerza and Susanne Ayerza, as Trustees of the John J. Ayerza and Susanne Ayerza Trust dated October 28, 1985, to me known to be the identical persons who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Erica R. Coons
Notary Public

My Commission Expires:

09.13.09

LANDOWNER:

Basil C. Woolley and Elizabeth Ann Woolley, Trustees
Of the Woolley Family Revocable Trust dated July 8, 1991

X Basil C. Woolley Trustee
Basil C. Woolley, Trustee

X Elizabeth Ann Woolley Trustee
Elizabeth Ann Woolley, Trustee

SS # or Tax ID: [REDACTED]

STATE OF California)
COUNTY OF San Diego) §§

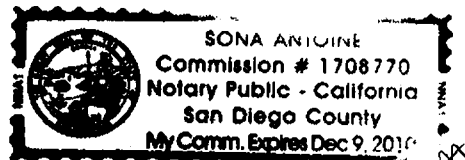
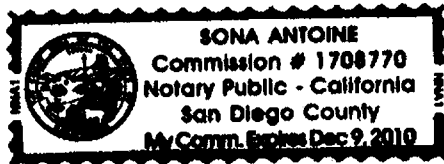
Before me the undersigned, a Notary Public in and for said County and State, on this 29 day of January, 2007, personally appeared Basil C. Woolley and Elizabeth Ann Woolley, as Trustees of the Woolley Family Revocable Trust dated July 8, 1991, to me known to be the identical persons who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Sona Antoine
Notary Public

My Commission Expires:

Dec 9, 2010



LEGAL DESCRIPTION PIPELINE EASEMENT

LOCATED IN THE NE1/4 AND NW1/4 OF SEC. 24,
TWP. 26-S, R-1-E OF THE 6TH P.M.
CITY OF BEL AIRE, SEDGWICK COUNTY, KANSAS

EXHIBIT "A"

A tract of land in the NE $\frac{1}{4}$ and in the NW $\frac{1}{4}$ of Sec. 24, Twp. 26--S, R-1-E of the 6th P.M., Sedgwick County, Kansas lying 25.00 feet normally distant southeast of a 16 inch pipeline and lying 25.00 feet normally distant northwest of a 12 inch pipeline, said tract of land being more particularly described as follows: Commencing at the NE corner of said NE $\frac{1}{4}$; thence S00°09'40"E along the east line of said NE $\frac{1}{4}$, 1.01 feet for a point of beginning; thence continuing S00°09'40"E along the east line of said NE $\frac{1}{4}$, crossing said 12 inch pipeline at 27.71 feet and said 16 inch pipeline at 66.43 feet, a distance of 94.18 feet; thence S64°08'30"W, 1678.61 feet; thence S64°27'37"W, 1244.42 feet to a point on the west line of said NE $\frac{1}{4}$, said point being 1285.81 feet north of the SW corner of said NE $\frac{1}{4}$; thence continuing S64°27'37"W, 63.35 feet; thence S56°19'23"W, 609.72 feet; thence S51°03'47"W, 80.68 feet; thence S52°48'14"W, 460.01 feet to a point on the east line of John Savute Addition, Bel Aire, Kansas, said point being 590.17 feet north of the SE corner of said John Savute Addition; thence N00°03'06"E along the east line of said John Savute Addition, crossing said 16 inch pipeline at 31.41 feet and said 12 inch pipeline at 70.63 feet, a distance of 102.20 feet; thence N52°24'19"E, 477.56 feet; thence N53°17'23"E, 451.56 feet; thence N64°07'45"E, 281.65 feet to a point on the east line of said NW $\frac{1}{4}$, said point being 1377.97 feet north of the SE corner of said NW $\frac{1}{4}$; thence continuing N64°07'45"E, 939.97 feet; thence N64°17'22"E, 1983.54 feet to the point of beginning.

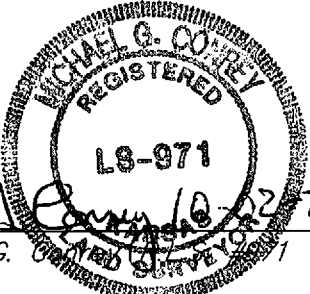

Michael G. Convey 10-22-2006
Michael G. Convey, Registered Professional Surveyor

EXHIBIT "A-1"

NW COR. NE1/4, SEC. 24,
TWP. 26-S, R-1-E

53 RD STREET N

BASIL C. WOOLLEY AND ELIZABETH ANN WOOLLEY,
TRUSTEES OF THE WOOLLEY FAMILY REVOCABLE TRUST
DATED JULY 8, 1991.

JOHN J. AYERZA AND SUSANNE AYERZA, TRUSTEES OF
THE JOHN J. AYERZA AND SUSANNE AYERZA TRUST
DATED OCTOBER 28, 1985.

BERRY C. DUNHAM AND MILDRED R. DUNHAM,
TRUSTEES OF THE DUNHAM REVOCABLE TRUST
DATED APRIL 9, 2003.

EAST LINE OF JOHN
SAVUTE ADDITION

N64°07'45"E
281.65'

N64°07'45"E
939.97'

S64°27'37"W
1244.42'

25' BUILDING
SETBACK

WEST LINE OF THE NE1/4
SEC. 24, TWP. 26-S, R-1-E

I HEREBY CERTIFY THAT THE BOUNDARY
INFORMATION AND PIPELINE LOCATIONS
SHOWN HEREON ARE BASED ON A FIELD
SURVEY PERFORMED UNDER MY SUPERVISION.
THE PIPELINE LOCATIONS ARE BASED ON THE
FLAGGED LOCATIONS IN THE FIELD PROVIDED
BY ENBRIDGE AND CONOCOPHILLIPS.

53RD & OLIVER, LLC A KANSAS
LIMITED LIABILITY COMPANY

N00°03'06"E
102.20'

N52°24'19"E
477.56'

25' BUILDING
SETBACK

N53°17'25"E
451.56'

S51°03'47"W
80.68'

S55°19'23"W
609.72'

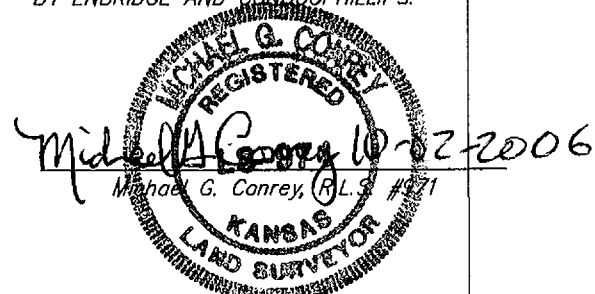
S64°27'37"W
63.35'

S52°48'14"W
460.01'

590.17'



60' CONOCOPHILLIPS PIPELINE EASEMENT
(FILM 1718, PAGE 1410)



7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	1	2	3	FARMSTEAD	1	2	3	4	5	6	7	8	9	10
SE Corner John Savute Addition										SW COR. NE1/4, SEC. 24, TWP. 26-S, R-1-E																			

4 ST. NG.

49 TH ST. NO

53 RD STREET N

NE COR. NE1/4, SEC. 24,
TWP. 26-S, R-1-E

P.O.B.

S00°09'40"E

1.01'

S00°09'40"E
94.18'

27.71'

66.43'

N64°17'22"E
1983.54'

25' BUILDING
SETBACK

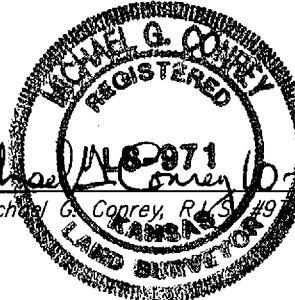
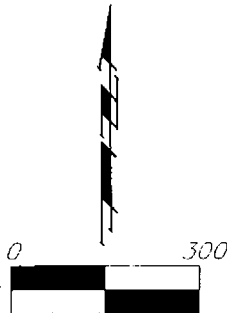
25' BUILDING
SETBACK

S64°08'30"W
1678.61'

17°37'W
44.42'

53RD & OLIVER, LLC A KANSAS LIMITED LIABILITY COMPANY

I HEREBY CERTIFY THAT THE BOUNDARY
INFORMATION AND PIPELINE LOCATIONS
SHOWN HEREON ARE BASED ON A FIELD
SURVEY PERFORMED UNDER MY SUPERVISION.
THE PIPELINE LOCATIONS ARE BASED ON THE
FLAGGED LOCATIONS IN THE FIELD PROVIDED
BY ENBRIDGE AND CONOCOPHILLIPS.



Michael G. Conrey 10-02-2006
Michael G. Conrey, R.L.S., #971
KANSAS

60' CONOCOPHILLIPS PIPELINE EASEMENT
(FILM 1718, PAGE 1410)

WOODLAWN BLVD.

S00°09'40"E 2651.12' (M)

17

RESERVE E

10

9 (1)

8

7

6

5

4

3

2

1

CENTRAL PARK AVE

1

2 (4)

3

4
CENTRAL PARK
ADDITION

SE COR. NE1/4, SEC. 24,
TWP. 26-S, R-1-E

5 6 7 8 9 10

49 TH ST. NO.

ST

19 TH
ST CT

4

ST AVE

1

12