

Recorded: 7/6/2023 at 10:22:23.0 AM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 1531

Return to: Jay Olson
Black Hills Nebraska Gas, LLC,
7001 Mt. Rushmore Road
Rapid City, SD 57709
605-399-5221

EASEMENT FOR GAS LINES AND APPURTENANCES

THIS EASEMENT is made and entered into this 1st day of June, 2023, by and between **Dyersville Industries, Inc. "GRANTOR"**, and **Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, "GRANTEE"**.

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and perpetual easement to enter upon the lands of Grantor to survey, construct, operate, patrol, inspect, maintain, alter, add pipes, repair, rebuild and remove, on, under and over said lands and in and upon all streets, roadways or highways abutting said lands, now or at any future time, lines for the transmission and distribution of gas and all appurtenances and appliances necessary in connection therewith, including but not limited to aboveground valve settings or district regulator stations, together with the right of ingress and egress to and from the said lines of Grantee over the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantor's lands, which said lands of Grantor, situate in the County of Delaware, in the State of Iowa further described on Exhibit "A" attached hereto and incorporated herein by this reference.

Grantee may erect and use gates in all fences which cross or which shall hereinafter cross the route of said lines. Grantee is given the right to trim, cut and clear away or otherwise control any trees, limbs, brush and vegetation on or adjacent to the above described easement whenever, in its judgment, such will interfere with or endanger the construction, safety, operation or maintenance of said lines. In exercising its rights of ingress and egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused thereby.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety, operation or maintenance of said lines, and provided further that no building shall be constructed on the easement without written permission from Grantee. In addition, the granting of any subsequent easements to third parties that either cross Grantee's gas lines or are situated within five feet of Grantee's gas lines shall require written permission from Grantee.

Grantee, its successors and assigns, agrees to pay for any damage caused to land, growing crops, fences, livestock or other personal property of Grantor from the construction, operation or maintenance of said lines.

Title to said lines shall be and remain in said Grantee.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, licensees, successors or assigns forever. This easement shall run with the land and shall be binding upon Grantor and Grantor's heirs, personal representatives, successors and assigns. Grantor hereby represents, warrants and covenants that Grantor is the sole owner(s) of the above-described land, subject to existing liens and right-of-way easement of record and has all rights to grant this easement.

IN WITNESS WHEREOF, this instrument has been executed on the day and year first above written.

[Handwritten Signature]
Grantor

Grantor

ACKNOWLEDGEMENT CORPORATE

STATE OF IOWA

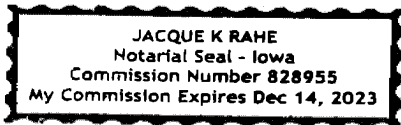
SS.

COUNTY OF

On this 1st day of June, 2023 before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Steven Salter the President of Dyersville Industries, Inc. acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company.

WITNESS my hand and official seal at Dyersville Industries, Inc office in said county and state, the date aforesaid.

(SEAL)



[Handwritten Signature]
Notary Public

My Commission Expires: 12-14-2023

Exhibit "A"

A permanent easement, 50.00 feet in width, located in Lot C of the 20 West Industrial Center Fourth Addition in Section 2, Township 88 North, Range 3 West of the 5th P.M., Delaware County, Iowa, and lying adjacent to the south right-of-way boundary of Hwy 20, being more particularly described as follow:

Commencing at the point where the east right-of-way boundary of 320th Ave. meets the south right-of-way boundary of Hwy 20, thence east 175± feet along the south right of way boundary of Hwy 20, thence south approximately 90 degrees for 50 feet, thence west 230± feet, paralleling the south right-of-way line of Hwy 20, (being 50 feet way) back to the east right-of-way boundary of 320th Ave, thence northeasterly along the east right-of-way boundary back to the point of beginning. As shown on the Exhibit "B"

Exhibit "B"

