

Recorded: 7/22/2024 at 8:25:45.0 AM
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$20.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 1721

Return after recording to:

Black Hills Energy
Attn: Land & ROW Dept.
7001 Mt. Rushmore Road
PO Box 1400
Rapid City, SD 57709

EASEMENT FOR GAS PIPELINES AND APPURTENANCES

THIS EASEMENT is made and entered into this 2 day of May, 2024, by and between **Charles Stelken and Loras Stelken, as Co-Trustees of the Marie Stelken Trust dated April 8, 2014** ("GRANTOR"), 2422 330th Avenue, Worthington, IA 52078, and **Black Hills Iowa Gas Utility Company, LLC d/b/a Black Hills Energy**, 7001 Mt. Rushmore Road, Rapid City, SD 57709 ("GRANTEE").

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration or services provided, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right and privilege of a 10 foot ("Easement Area") perpetual easement with ingress and egress rights, to enter upon the lands of Grantor to survey, construct, operate, patrol, inspect, maintain, alter, add pipes, add tie-ins, add cathodic protection equipment, repair, replace, reconstruct, abandon, and/or remove pipelines and related facilities and appurtenances; on, in, under, above and over said lands and along with access rights to and from the Easement Area from all public roadways, adjacent, or abutting lands, for the transmission and distribution of gas and all appurtenances and appliances necessary in connection therewith, including but not limited to rights for aboveground valve settings or district regulator stations; along with the rights from time-to-time, to use up to an additional 50 feet of lands on each side and adjacent to the Easement Area for necessary temporary workspace for the Grantee to be able perform the work duties and rights granted herein, of which rights are upon the following described lands situated in the County of Delaware and State of Iowa:

Township 88 North, Range 3 West of the 5th P.M.
Section 13: W $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ except the East 4 acres
Section 14: E $\frac{1}{2}$ NE $\frac{1}{4}$ except the North 8 feet 6 inches thereof

As further described and shown on Exhibit "A" attached hereto and incorporated herein by this reference.

Grantee may erect, install, and use gates in all fences which cross or which shall hereinafter cross the route of said pipelines. 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 Area whenever, in its judgment, such will interfere with or endanger the construction, safety, operation or maintenance of said pipelines. 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 pipelines, and provided that no building or permanent structure shall be constructed on the Easement Area without written permission from Grantee.

Grantee shall at all times indemnify, protect, and hold harmless Grantor from any and all loss, damage, claims, or liabilities legally established arising out of or growing from the construction, operation, maintenance, and removal of said facilities and appurtenances thereto.

Grantee, its successors and assigns, agrees to pay fair and reasonable damages, for any actual damages caused to land, growing crops, fences, livestock or other personal property of Grantor from the occurrences of construction, operation, reconstruction, or maintenance of said pipelines.

TO HAVE AND TO HOLD unto said Grantee this 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 which may be in whole or in part, at the will of the Grantee. 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 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. Title to said pipelines shall be and remain in said Grantee.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which, taken together, constitute one and the same agreement, and may be executed in counterparts.

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

GRANTOR:
Marie Stelken Trust dated April 8, 2014

x Charles Stelken
Charles Stelken, Co-Trustee

x Loras Stelken
Loras Stelken, Co-Trustee

ACKNOWLEDGEMENT

STATE OF Iowa :
COUNTY OF Dubuque : SS.

On this 2nd day of May, 2024, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came **Charles Stelken and Loras Stelken, as Co-Trustees of the Marie Stelken Trust dated April 8, 2014**, personally known to me to be the persons whose names are affixed to the above instrument and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal, in said county and state, the date aforesaid.

(SEAL)

Jodi Demmer
Notary Public

My Commission Expires: May 6, 2027

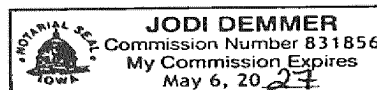
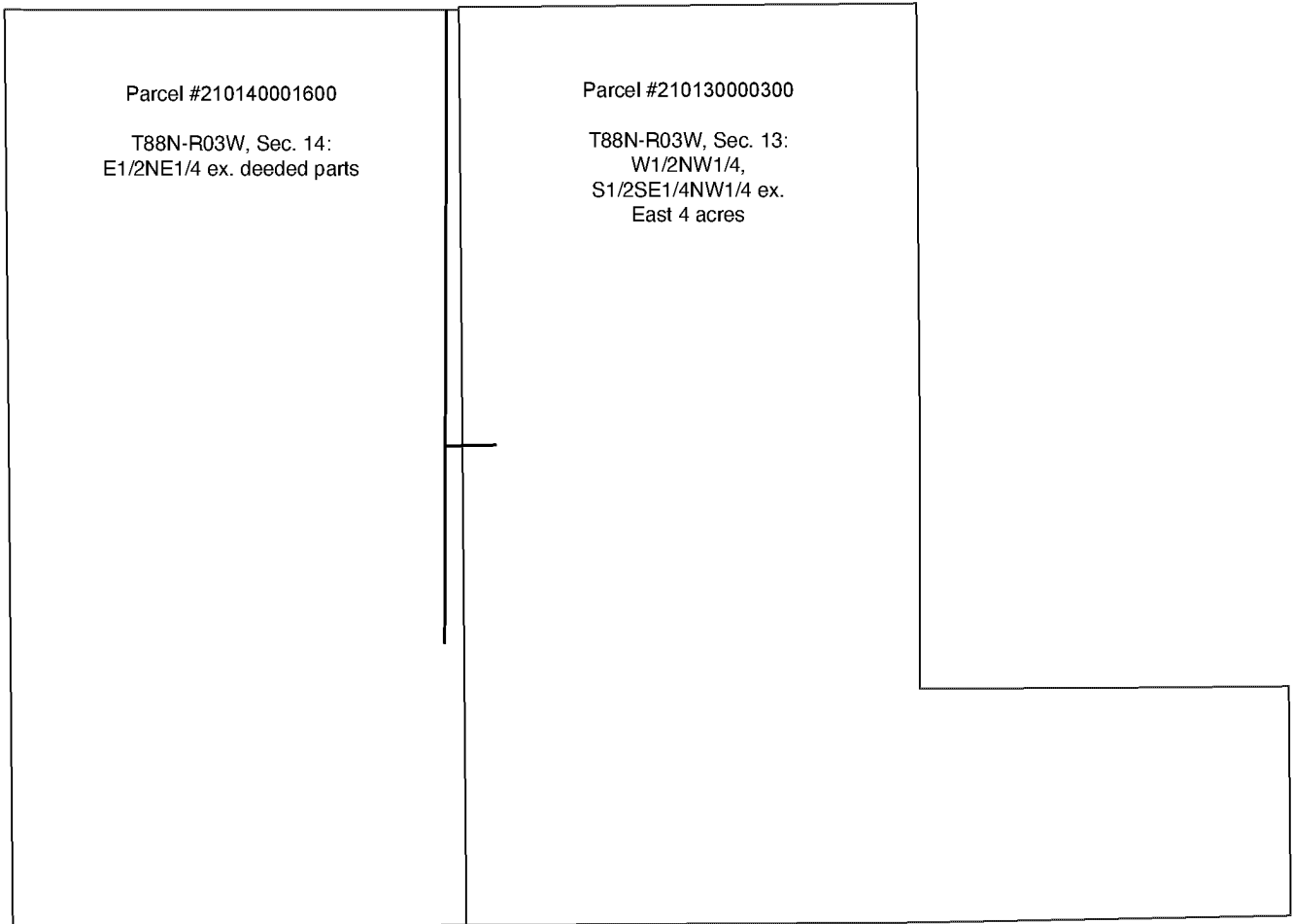


Exhibit "A"

Township 88 North, Range 3 West:

Section 13: W1/2NW1/4 and S1/2SE1/4NW1/4 except the East 4 acres

Section 14: E1/2NE1/4 except the North 8 feet 6 inches thereof



Legend

— Proposed route

Parcel boundary

	210140001600
	210130000300

