Recorded: 9/4/2024 at 2:20:54.0 PM

County Recording Fee: \$17.00 lowa E-Filing Fee: \$3.00 Combined Fee: \$20.00 Revenue Tax: \$0.00 Delaware County, Iowa Daneen Schindler RECORDER

BK: 2024 PG: 2159

Return to: Jay Olson Black Hills Energy 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 <u>30</u> day of <u>AUGUS+</u>, 2024, by and between David Wright, Jr. a single person, "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 below and on Exhibit "A" attached hereto and incorporated herein by this reference.

A 15 foot square permanent easement lying in part of lot 628, Original Town of Manchester; All located in the NW1/4 Section 32, Township 89 North, Range 5 West of the 5th P.M., City of Manchester, Delaware County, Iowa and more particularly described on the Exhibit "A".

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.

written.

IN WITNESS WHEREOF, this instrument has been executed on the day and year first above Grantor: Wright In ACKNOWLEDGEMENT STATE OF <u>Ivwa</u>) SS.
COUNTY OF <u>Delawar</u>) On this 30th day of Set August, 2024, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally David Wright, Jr. personally known to me to be the person whose name is 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 at Audity office, in said county and state, the date aforesaid. Atau Hahrsy Notary Public

Commission Expires: 12-24-26 (SEAL)



Index Legend **EXHIBIT "A"** PART OF LOT 628, ORIGINAL TOWN OF Location: MANCHESTER PLAT PART OF NW1/4 OF SEC.32-T89N-R5W, 5TH P.M. DELAWARE COUNTY, IOWA Requestor: BLACK HILLS ENERGY Proprietor: DAVID WRIGHT, JR. Surveyor/ ANDREW J. COFRAN Prepared 1615 SW MAIN ST., SUITE 205, ANKENY, IA 50023 By: PHONE # 515-964-5310 Surveyor JEO CONSULTING GROUP INC. Company: Return To: 1615 SW MAIN ST., SUITE 205, ANKENY, IA 50023 FOR RECORDER'S USE ONLY SURVEY FOR: **BLACK HILLS ENERGY** 7001 MT. RUSHMORE ROAD PERMANENT EASEMENT RAPID CITY, SD 57709 DISTRICT REGULATOR STATION NO.2 P.O.C N 1/4 CORNER NW CORNER SEC.32-T89N-R5W SEC 32-T89N-R5W FOUND MAG NAIL & WASHER FOUND MAG NAIL & WASHER N89°35'41"E 2648.94'(M) STAMPED 'RECKER' (ASSUMED BEARING) STAMPED 'RECKER' 1389.72 1259.22 N.LINE NW1/4 LEGAL DESCRIPTION: **LOT 576** A 15 FOOT SQUARE PERMANENT **LOT 577** EASEMENT LYING IN PART OF LOT 628, ORIGINAL TOWN OF MANCHESTER; ALL LOCATED IN THE NORTHWEST QUARTER OF S00"24"19"E 510.22" SECTION 32, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5TH P.M., CITY OF MANCHESTER DELAWARE COUNTY, IOWA, EDGE OF ASPHALT MORE PARTICULARLY ALLEY DESCRIBED AS FOLLOWS: 20.00'(P) COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, THENCE NB9°35'41"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID NIINE N89°27'18"E LOT 628 NORTHWEST QUARTER, A 15.00 DISTANCE OF 1259.22 FEET; METAL SIDING THENCE S00°24'19"E, A P.O.B. UTILITY BUILDING DISTANCE OF 510.22 FEET TO NE CORNER DRS#2 V00"32'17"W THE NORTHEAST CORNER OF **LOT 628** LOT 628, AS PLATTED IN THE 32'17" ORIGINAL TOWN OF 15.00 MANCHESTER, AND THE POINT ÉASEMENT. OF BEGINNING OF THIS AREA DESCRIPTION: THENCE S00°32'17"E ON THE EAST LINE 225 SQ.FT. OF SAID LOT 628, A DISTANCE OF 15.00 FEET; THENCE S89°27'18"W S89°27'18"W PERPENDICULAR 15.00 TO THE EAST LINE OF SAID LOT 628, A DISTANCE OF 15.00 FEET; THENCE N00°32'17"W PARALLEL WITH THE EAST LINE OF SAID LOT 628 **LOT 629** LOT 628, A DISTANCE OF 15.00 FEET TO THE NORTH LINE OF **LOT 628** SAID LOT 628; THENCE N89°27'18"E ON THE NORTH LINE OF SAID LOT 628, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT EASEMENT CONTAINS 225 SQUARE FEET, MORE OR LESS. LEGEND MONUMENT FOUND MEASURED DISTANCE PLATTED DISTANCE
RECORDED DISTANCE
POINT OF BEGINNING
POINT OF COMMENCEMENT **GRAPHIC SCALE** P.O.C. 2.5 NOTE: ALL BEARINGS ARE ASSUMED PERMANENT EASEMENT AREA FIELD WORK COMPLETED ON: JULY 29, 2024 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 gm a daily scansed Land Surveyor under the laws DATE 8/19/2024 ALLIGHTER PARTY ESSION4 SCALE 1" = 10 DP A W/A AJC (date) (signature) ANDREW J. JOR NO. 241715.00 COFRAN FIELD BOOK 28875 Lineano Number: 28825 My license renewal date is December 31, 2025 DHM/DJM Pages or sheets covered by this seal. SHEET 1 OF SHEET 1 SHRET /OWA FILE NO 24 027 J:\Projects\241715 00 - Black Hills Energy Manchester DRS 18/26 Survey\Dnewings\241715 00 Black Hills Manchester DRS1 EasmanLdwg, on 8/19/2024 12:06 PM