

Recorded: 11/6/2024 at 8:26:22.0 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: 2791

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 21 day of October, 2024, by and between **Jeffery A. Hutchinson and Kimberly K. Hutchinson, "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 866, Original Town of Manchester; all located in the NW1/4 of Section 32, Township 89 North, Range 5 West of the 5<sup>th</sup> P.M., City of Manchester, Delaware County Iowa and more further 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.

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

Grantor:

Jeffery A. Hutchinson  
Jeffery A. Hutchinson

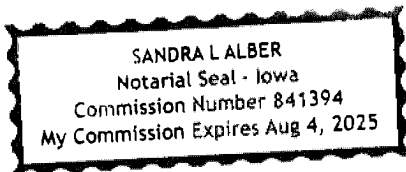
Kimberly K. Hutchinson  
Kimberly K. Hutchinson

ACKNOWLEDGEMENT

STATE OF Iowa )  
COUNTY OF Delaware ) SS.

On this 21 day of October, 2024, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally **Jeffery A. Hutchinson and Kimberly K. Hutchinson** 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 Spencer, Ia, in said county and state, the date aforesaid.



Sandra L Alber  
Notary Public

Commission Expires: August 4, 2025  
(SEAL)

**Index Legend**

Location: PART OF LOT 866, ORIGINAL TOWN OF MANCHESTER PLAT  
PART OF NW1/4 OF SEC.32-T89N-R5W, 5TH P.M.  
DELAWARE COUNTY, IOWA

Requestor: BLACK HILLS ENERGY  
JEFFERY A. HUTCHINSON & KIMBERLY K. HUTCHINSON

Proprietor: HUTCHINSON

Surveyor: ANDREW J. COFRAN

Prepared: 1615 SW MAIN ST., SUITE 205, ANKENY, IA 50023

By: PHONE # 515-964-5310

Surveyor

Company: JEO CONSULTING GROUP INC.

Return To: 1615 SW MAIN ST., SUITE 205, ANKENY, IA 50023

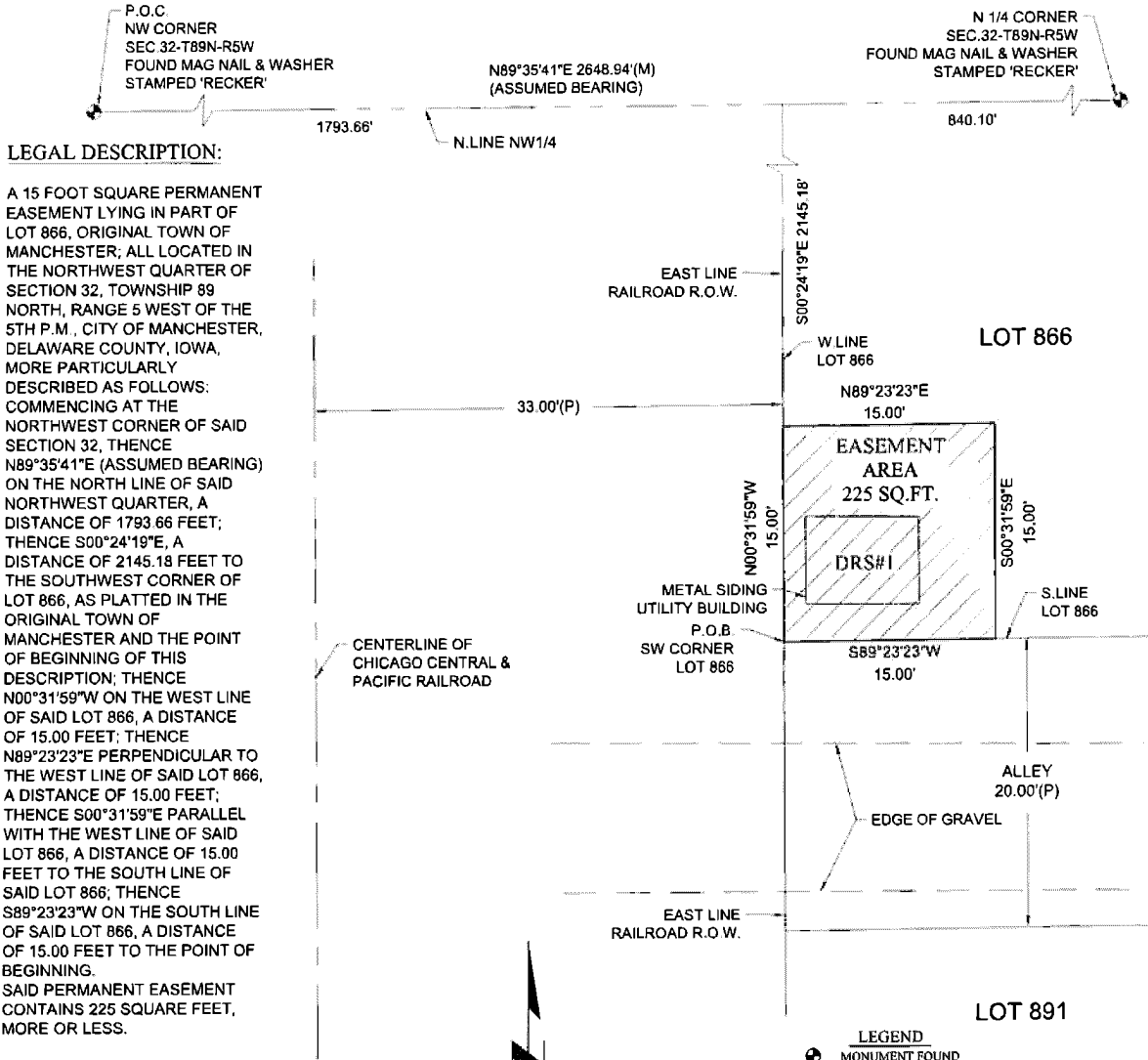
**EXHIBIT "A"**

**SURVEY FOR:**  
BLACK HILLS ENERGY  
7001 MT. RUSHMORE ROAD  
RAPID CITY, SD 57709

**FOR RECORDER'S USE ONLY**

## PERMANENT EASEMENT

DISTRICT REGULATOR STATION NO.1



**LEGAL DESCRIPTION:**

A 15 FOOT SQUARE PERMANENT EASEMENT LYING IN PART OF LOT 866, ORIGINAL TOWN OF MANCHESTER, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5TH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, THENCE N89°35'41"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1793.66 FEET; THENCE S00°24'19"E, A DISTANCE OF 2145.18 FEET TO THE SOUTHWEST CORNER OF LOT 866, AS PLATTED IN THE ORIGINAL TOWN OF MANCHESTER AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N00°31'59"W ON THE WEST LINE OF SAID LOT 866, A DISTANCE OF 15.00 FEET; THENCE N89°23'23"E PERPENDICULAR TO THE WEST LINE OF SAID LOT 866, A DISTANCE OF 15.00 FEET; THENCE S00°31'59"E PARALLEL WITH THE WEST LINE OF SAID LOT 866, A DISTANCE OF 15.00 FEET TO THE SOUTH LINE OF SAID LOT 866; THENCE S89°23'23"W ON THE SOUTH LINE OF SAID LOT 866, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT EASEMENT CONTAINS 225 SQUARE FEET, MORE OR LESS.

**NOTE: ALL BEARINGS ARE ASSUMED**  
**FIELD WORK COMPLETED ON: JULY 29, 2024**

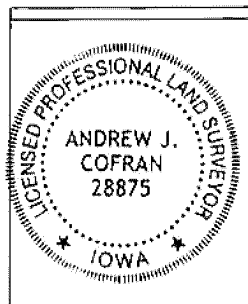
DATE	8/19/2024
SCALE	1" = 10'
DRAWN	AJC
JOB NO	241715.00
FIELD BOOK	MISC 31
FIELD WORK	DHM/DJM
SHEET	1 OF 1
FILE NO	24.027



800.723.8567  
Carroll, IA 712-792-9711  
Ankeny, Iowa 515-964-5310  
www.jeo.com

**GRAPHIC SCALE**

- LEGEND**
- MONUMENT FOUND
  - MEASURED DISTANCE
  - PLATTED DISTANCE
  - RECORDED DISTANCE
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT
  - PERMANENT EASEMENT AREA



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 am a duly licensed Land Surveyor under the laws of the State of Iowa.

(signature) *AJC* (date)

Printed or typed name: ANDREW J. COFRAN

License Number: 28875

My license renewal date is December 31, 2025

Pages or sheets covered by this seal:  
SHEET 1 OF SHEET 1