Book 2019 Page 2805

2019 2805 Type 06 010 Pages 5
Date 10/09/2019 Time 11:56:40AM
Rec Amt $.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by: Carla K. Becker, Delaware County Auditor, 301 E Main St., Manchester, IA 563 927-4701

AFFIDAVIT OF RECORDING

October 9, 2019

TO WHOM IT MAY CONCERN:

This is to certify that the attached is a true and exact copy of the Easement for Gas Lines and Appurtenances with Black Hill Energy as approved by the Delaware County Board of Supervisors at its meeting held on Monday, October 7, 2019 and signed by Chairperson Shirley E. Helmrichs on behalf of said Board.

DELAWARE COUNTY OFFICIAL SEAL IOWA

Carla K. Becker
Delaware County Auditor

Subscribed and sworn to before me, a Notary Public, in and for the State of Iowa, on this 9th day of October, 2019.

NOTARIAL SEAL IOWA
ANNE RAVE
Commission Number 757587
MY COMMISSION EXPIRES
MARCH 25, 2021

Anne Rave, Notary Public
in and for the State of Iowa

Prepared by, and after recording
please mail to:

ATTN:

ANDY RIALES
Agent Right-Of-Way Sr
BLACK HILLS GAS DISTRIBUTION LLC
610 CENTRAL AVENUE
KEARNEY, NE 68847

EASEMENT FOR GAS LINES AND APPURTENANCES

THIS **EASEMENT** is made and entered into this 7th day of October, 2019, by and between The County of Delaware in the State of Iowa a/k/a Delaware Couty c/o Delaware County Auditor **"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 above ground 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.

RECITALS

WHEREAS, Grantor owns in fee simple certain real property situated in SECTION EIGHTEEN (18), TOWNSHIP EIGHTY EIGHT (88) NORTH, RANGE FOUR (4) WEST, 148.54 acres in the NW/4, as appears in Deed in Book 8 Page 541 in the office of the recorder located in Delaware County, Iowa of the 5th P.M. (the "Subject Lands"); and

WHEREAS, Grantee desires a right of way and easement for the placement of its pipeline(s) and any necessary appurtenances ("Pipeline(s)"); and

WHEREAS, Grantee has requested from Grantor, and Grantor desires to grant to Grantee, certain permanent and temporary easements with respect to the Pipeline(s) (collectively, the "Easements").

NOW, THEREFORE, in consideration of the sum of ten dollars ($10.00), the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easements.

(a) A Permanent Easement Ten (10) Feet in Width Beginning at a point 42.44142 Latitude and -91.35599 Longitude; thence running a Southwestern direction a distance of Two Thousand One Hundred Eighty One (2181) Feet more or less and Terminating at a point 42.43555 Latitude and -91.35755 Longitude. (the "Subject Lands")

PLEASE SEE ATTACHED EXHIBIT "A" HERETO AND MADE A PART HEREOF.

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 any way 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:

THE COUNTY OF DELAWARE IN THE STATE OF IOWA

By: Shirley E. Helmrichs (Signature)

Name: Shirley E. Helmrichs

Address: 301 E Main Street

Manchester, IA 52057

ACKNOWLEDGMENT

STATE OF Iowa)
) SS.
COUNTY OF Delaware)

On this 7th day of October, 2019, before me a Notary Public, in and for said county, personally appeared Shirley E. Helmrichs to me personally known, who being by me duly (sworn or affirmed) did say that that person is Chairperson (title of executing member) of said Bd of Supervisors and that said instrument was signed on behalf of the said Delaware Co. Bd of Supervisors by authority of its managers and the said Carla Becker acknowledged the execution of said instrument to be the voluntary act and deed of said Board by it voluntarily executed.

Carla K Becker
Notary Public – County Auditor

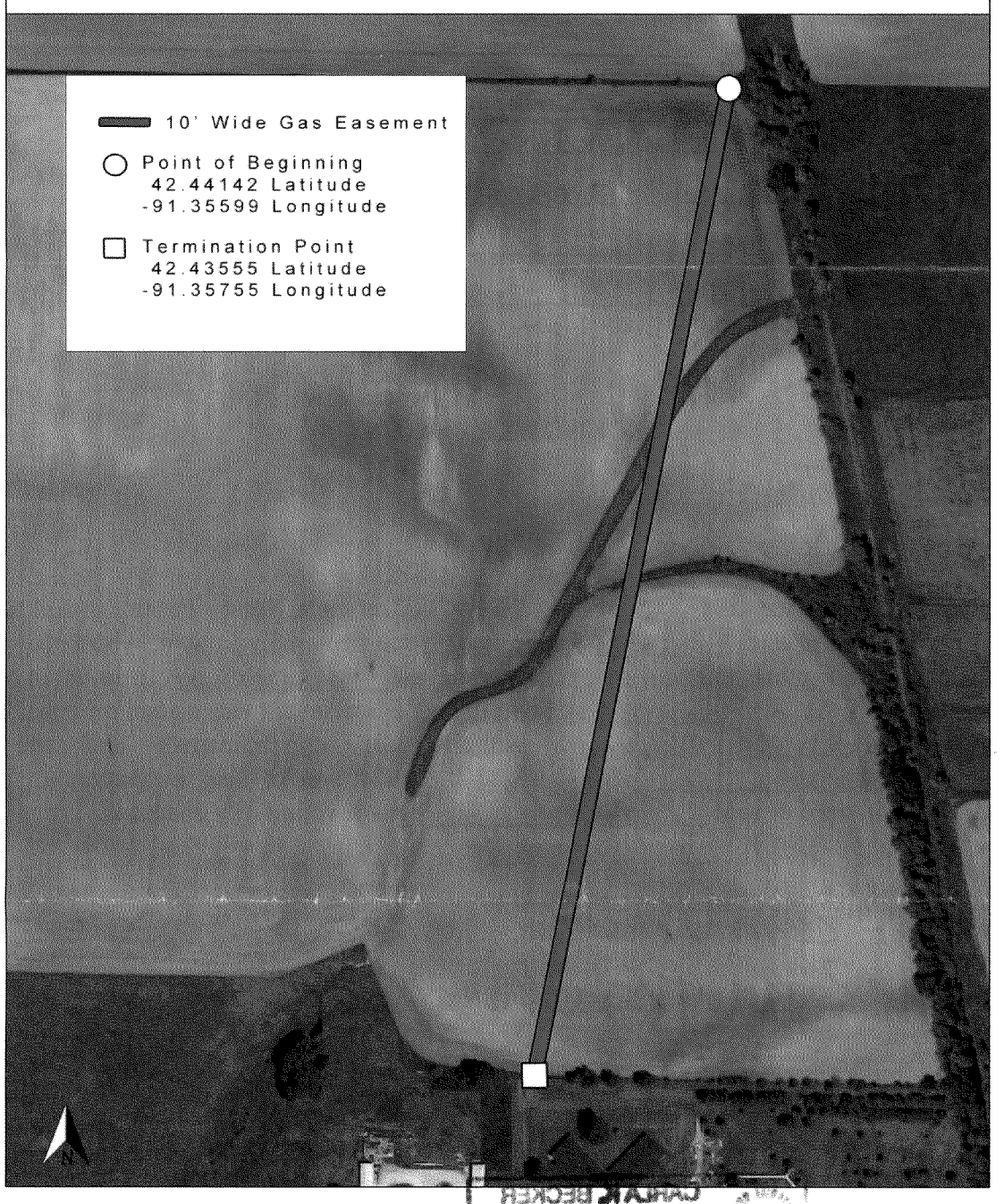
Print Name: Carla K Becker

My Commission Expires: December 14, 2021
(SEAL)

CARLA K. BECKER
Commission Number 744418
My Commission Expires
December 14, 2021

EXHIBIT "A"

SECTION 18, TOWNSHIP 88 NORTH, RANGE 4 WEST
148.54 ACRES IN THE NW/4
DELAWARE COUNTY, IOWA



CARLA K BECKER
Commission Number 744418
My Commission Expires
December 14, 2021

IOWA Farm Taps Project Tract #458A