Recorded: 11/19/2020 at 9:01:06.0 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: 2020 PG: 4276

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
(402) 914-0137

EASEMENT FOR GAS LINES AND APPURTENANCES

THIS **EASEMENT** is made and entered into this 12th day of Nov., 20 20, by and between Holtz Farms, LLC **"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 SEVEN (7), TOWNSHIP EIGHTY EIGHT (88) NORTH, RANGE FOUR (4) WEST, 49.41 acres in the SE/4 SW/4 & SW/4 SW/4, as appears in Quit Claim Deed in Book 2013 Page 1182 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 42.44300 Latitude and -91.36362 Longitude; thence running a Western direction a distance of Two Hundred Sixty Three (263) Feet more or less and Terminating at a point 42.44228 Latitude and -91.36361 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 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:

HOLTZ FARMS, LLC

By: _____ (Signature)

Name: Dean H. Holtz, President

Address: 905 S. 10th Street

Manchester, IA 52057

ACKNOWLEDGEMENT

STATE OF Iowa)
) SS.
COUNTY OF Delaware)

On this 12th day of November 2019, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Dean H. Holtz, **acting as Managing Member for Holtz Farms, LLC** personally known to me to be the person whose name is affixed to the above instrument, and acknowledged the said instrument to be his free and voluntary act and deed.

Witness my hand and official seal.

Name: Steven L. Duncan

Notary Public, State of: Iowa

Commission Expires: 01/17/22
(SEAL)

STEVEN L. DUNCAN
Commission Number 149828
My Commission Expires
01/17/22

EXHIBIT "A"

SECTION 7, TOWNSHIP 88 NORTH, RANGE 4 WEST
49.41 ACRES IN THE SE/4 SW/4 & SW/4 SW/4
DELAWARE COUNTY, IOWA

