Prepared by and return to:
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES

MIDAMERICAN ENERGY COMPANY
ELECTRIC EASEMENT

Folder No.	2024-122299	State of	Iowa	
Work Req. No.	2024-3023591	County of	Pottawattamie	
Project No.	A1175	Section	32	
		Township	75	North
		Range	43	West of the 5th P.M.

This MidAmerican Energy Company Electric Easement (this "Easement") is made this _____ day of _____, _____, by and between **CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, A MUNICIPAL CORPORATION** ("Grantor"), and **MIDAMERICAN ENERGY COMPANY,** an Iowa Corporation, its successors and assigns ("Grantee") (individually referred to at times as "Party", or collectively the "Parties").

RECITALS

WHEREAS, Grantor is the owner of the property legally described as:

See Attached Exhibit "A", attached hereto and made a part hereof by record (the "Property").

WHEREAS, Grantor desires to grant to Grantee an electric easement to be located on a portion of the Property and Grantee desires to accept the easement on the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Electric Easement.** Grantor does hereby establish, give, grant, and convey to Grantee a perpetual, non-exclusive easement under, upon, through and across the Easement Area, described on **Exhibit A** attached hereto, to construct, attach, reconstruct, operate, maintain, inspect, replace or remove electric supply line(s) for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary poles, wires, conduit, duct, transformers, switching equipment, measurement and monitoring equipment, guys, guy stubs, anchors, ground rods, and further including other reasonably necessary equipment incident thereto (collectively "Facilities"), together with the right to survey the Property and the right of ingress and egress to and from same and all the rights and privileges incident and necessary to the enjoyment of this Easement. Additionally, if Grantor provides or installs duct or conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area

2. **Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited.** Grantor shall not construct or place any permanent or temporary buildings, pavement, hardscape, structures, fences, trees, plants or other objects on or within the Easement Area without prior written permission from Grantee indicating that said construction or placement will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities, nor shall Grantor cause or permit any obstruction or material to be placed on or within the Easement Area which violates the clearance requirements of the National Electrical Safety Code and/or the rules of the Iowa Utilities Board. No brush, vegetation or other flammable materials shall be deposited, placed, accumulated, or burned within the Easement Area. Subject to the rights of Grantee granted in this Easement, Grantor shall have the right to cultivate, use, and occupy the Property.

3. **Change of Grade Prohibited.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without prior written consent from Grantee, nor shall Grantor place or install any rocking, paving or other hardscape materials in the Easement Area without prior written consent from Grantee. Grantee shall have the right to restore any changes in grade, elevation or contour without prior written consent of Grantor.

4. **Violations by Grantor.** In the event Grantor, its successors, assigns, contractors, employees, or agents violates Section 2 or 3 above or otherwise commits an intentional or negligent act, which results in damage to Grantee's Facilities or the Easement Area, Grantor shall be solely responsible for all costs associated with the repair, reconstruction, replacement, and/or work to the Easement Area and Grantee's Facilities.

5. **Right of Access and Removal.** Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto. Grantee shall have the right to remove, trim, spray, or cut down any unauthorized fences, hardscape, structures, trees, shrubs, branches, saplings, brush, vegetation, or other obstructions within, upon, across, along, adjacent to and overhanging the Easement Area that may interfere with the proper construction, maintenance, operation or removal of Grantee's Facilities.

6. **Property to be Restored.** Grantee shall repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by Grantee's construction, reconstruction, maintenance, operation, replacement or removal of Grantee's Facilities (except for damage to property placed subsequent to the granting of this easement). For any such repairs required to be made by Grantee hereunder, Grantee agrees to repair such damaged property to the approximate condition of such property existing immediately before being damaged, to the extent reasonably practicable. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.

7. **Easement Runs with the Land.** This Easement shall be deemed perpetual and to run with the land. All provisions of this Easement, including benefits and burdens, shall run with the Property and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.

8. **Grantor Certification.** Grantor certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Grantor hereby agrees to defend, indemnify and hold harmless Grantee from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

9. **Severability, Choice of Law and Waiver.** Each of the provisions of this Easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter or dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts or law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

10. **Dower, Homestead, and Distributive Share.** Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the Easement Area and waives all rights of exemption as to any of the Easement Area. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, Grantor voluntarily gives up any right to this protection for the Easement Area with respect to claims based upon this Easement.

11. **IRS W-9 Form.** Prior to any payments referenced herein being made, Grantor is required to submit a fully executed IRS W-9 form to Grantee. Grantor's failure to submit a fully executed IRS W-9 form shall not impact any other provisions or obligations under this Easement.

12. **Fee Simple.** Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this Easement.

13. **Headings and Captions.** The titles or captions of sections and paragraphs in this Easement are provided for convenience of reference only and shall not be considered a part hereof for purposes for interpreting or applying this Easement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Easement or any of its terms or conditions.

14. **Counterparts.** This Easement may be executed in two (2) or more counterparts, each of which shall be deemed an original for all purposes and all of which together shall constitute one and the same instrument. Parties may sign and deliver this Easement by facsimile, electronic, or PDF signatures, each such signature to be treated as an original.

15. **Entire Agreement.** It is mutually understood and agreed that this Easement covers all of the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying or changing the terms hereof.

Signature Page Follows

IN WITNESS WHEREOF, this Easement is executed as of the date first above written.

Signed, sealed and delivered this _____ day of _____, 20_____.

City of Council Bluffs, Pottawattamie County, Iowa

By: _____

_____
Typed or Printed name and title

By: _____



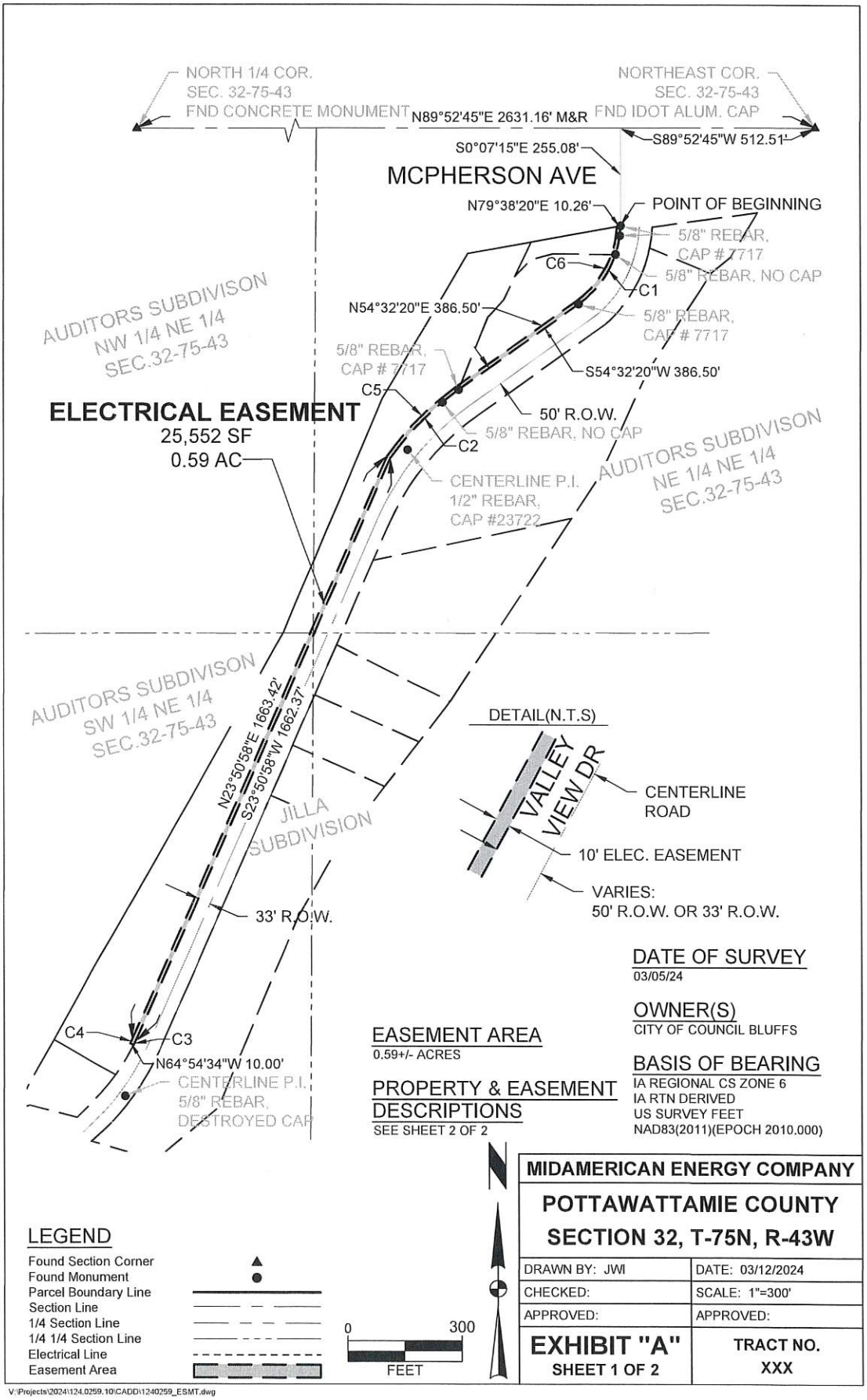
_____
Typed or Printed name and title

STATE OF _____:
: SS
COUNTY OF_____:

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of Iowa personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Pottawattamie County, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance/Resolution No._____ of the City Council on the _____day of _____, 20_____; and _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

(S E A L)

_____
Notary Public



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PROPERTY DEED DESCRIPTION

A PART OF LOT 1 OF AN AUDITOR'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND A PART OF LOT 1 OF AN AUDITOR'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PART OF LOT 1 OF AN AUDITOR'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PART OF LOT 1 AND LOT 2 OF AN AUDITOR'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER ALL IN SECTION 32, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED IN BOOK 2007, PAGE 013016 AND IN BOOK 2007, PAGE 006655 AND IN BOOK 2020, PAGE 01234 IN THE POTTAWATTAMIE COUNTY RECORDER'S OFFICE.

EASEMENT AREA DESCRIPTION

A PART OF LOT 1 OF AN AUDITOR'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND A PART OF LOT 1 OF AN AUDITOR'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PART OF LOT 1 OF AN AUDITOR'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PART OF LOT 1 AND LOT 2 OF AN AUDITOR'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER ALL IN SECTION 32, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE SOUTH 89° 52' 45" WEST ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 512.51 FEET, THENCE SOUTH 0° 07' 15" EAST, 255.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MCPHERSON AVENUE AND THE WESTERLY RIGHT-OF-WAY LINE OF VALLEY VIEW DRIVE AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING FIVE COURSES: SOUTHWESTERLY ON A 264.34 FEET RADIUS CURVE, CONCAVE NORTHWESTERLY, WITH AN ARC LENGTH OF 241.20 FEET AND WHOSE CHORD BEARS SOUTH 28° 23' 57" WEST, 232.92 FEET; THENCE SOUTH 54° 32' 20" WEST, 386.50 FEET; THENCE SOUTHWESTERLY ON A 779.21 FEET RADIUS CURVE, CONCAVE SOUTHEASTERLY, WITH AN ARC LENGTH OF 255.13 FEET AND WHOSE CHORD BEARS SOUTH 45° 09' 33" WEST, 253.99 FEET; THENCE SOUTH 23° 50' 58" WEST, 1662.37 FEET; THENCE SOUTHWESTERLY ON A 604.61 FEET RADIUS CURVE, CONCAVE NORTHWESTERLY, WITH AN ARC LENGTH OF 13.09 FEET AND WHOSE CHORD BEARS SOUTH 24° 28' 12" WEST, 13.09 FEET; THENCE NORTH 64° 54' 34" WEST, 10.00 FEET; THENCE NORTHEASTERLY ON A 594.61 FEET RADIUS CURVE, CONCAVE NORTHWESTERLY, WITH AN ARC LENGTH OF 12.88 FEET AND WHOSE CHORD BEARS NORTH 24° 28' 12" EAST, 12.88 FEET; THENCE NORTH 23° 50' 58" EAST, 1663.42 FEET; THENCE NORTHEASTERLY ON A 789.21 FEET RADIUS CURVE, CONCAVE SOUTHEASTERLY, WITH AN ARC LENGTH OF 259.45 FEET AND WHOSE CHORD BEARS NORTH 45° 07' 16" EAST, 258.28 FEET; THENCE NORTH 54° 32' 20" EAST, 386.50 FEET; THENCE NORTHEASTERLY ON A 254.34 FEET RADIUS CURVE, CONCAVE NORTHWESTERLY, WITH AN ARC LENGTH OF 229.83 FEET AND WHOSE CHORD BEARS NORTH 28° 39' 06" EAST, 222.09 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE NORTH 79° 38' 20" EAST ON SAID SOUTH RIGHT-OF-WAY LINE, 10.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.59 ACRES, MORE OR LESS.

CURVE TABLE

CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1	52°16'48"	264.34'	241.20'	129.73'	S28°23'57"W 232.92'
C2	18°45'35"	779.21'	255.13'	128.72'	S45°09'33"W 253.99'
C3	1°14'27"	604.61'	13.09'	6.55'	S24°28'12"W 13.09'
C4	1°14'27"	594.61'	12.88'	6.44'	N24°28'12"E 12.88'
C5	18°50'09"	789.21'	259.45'	130.91'	N45°07'16"E 258.28'
C6	51°46'30"	254.34'	229.83'	123.43'	N28°39'06"E 222.09'

MIDAMERICAN ENERGY COMPANY

POTTAWATTAMIE COUNTY
SECTION 32, T-75N, R-43W

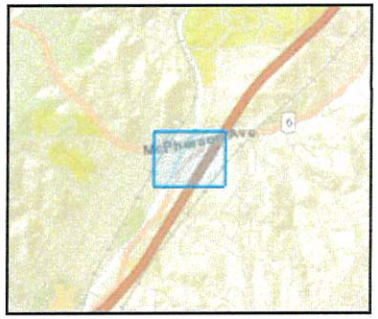
DRAWN BY: JWI	DATE: 03/12/2024
CHECKED:	SCALE: 1"=300'
APPROVED:	APPROVED:
EXHIBIT "A" SHEET 2 OF 2	TRACT NO. XXX

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POTTAWATTAMIE COUNTY • IOWA

Map Title





Legend

Aerial Photo Spring 2022
Accuplus (Map Service)
- Red: Band_1
- Green: Band_2
- Blue: Band_3

World Imagery (Map Service)
World Imagery

High Resolution 60cm Imagery

227 S 6th St.
Suite #169
Council Bluffs, IA 51501
(712) 328-4885
gis@pottcounty-ia.gov
https://gis.pottcounty-ia.gov

3/14/2024

SCALE: 4407

0 200 400 ft

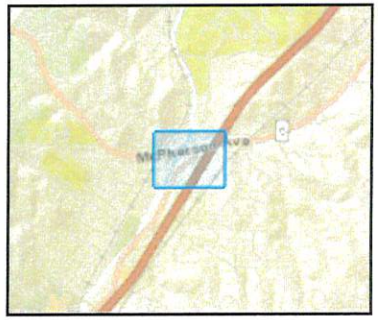
Users of Pottawattamie County (The County) GIS data agree that he/she will at all times indemnify and hold The County and its officers, employees, and agents harmless from any damages, claims, lawsuits, costs, or liability arising from any act, omission, or commission with respect to the release and use of information in this Agreement and any of the terms thereof. The County makes no claim as to the accuracy of the spatial data and its associated data tables and assumes no responsibility for their positional or content accuracy. The County makes no claim as to the ability of the spatial data to fulfill the Contracting Organization's application requirements. In providing data (or access to data), The County assumes no obligation to assist in the use of the data, or in the development, use, or maintenance of any applications applied to the data. In no event shall The County be liable for any direct, indirect, incidental, consequential or special damages that may result from the use of the GIS data.

Pottawattamie County
Geographic Information Systems

POTTAWATTAMIE COUNTY • IOWA

Map Title





Legend

Aerial Photo Spring 2022

Accuplus (Map Service)

- Red: Band_1
- Green: Band_2
- Blue: Band_3

World Imagery (Map Service)

World Imagery

High Resolution 60cm Imagery

227 S 6th St.
Suite #169
Council Bluffs, IA 51501
(712) 328-4885
gis@pottcounty-ia.gov
https://gis.pottcounty-ia.gov

3/14/2024

SCALE: 4407

0 200 400 ft

Users of Pottawattamie County (The County) GIS data agree that he/she will at all times indemnify and hold The County and its officers, employees, and agents harmless from any damages, claims, lawsuits, costs, or liability arising from any act, omission, or commission with respect to the release and use of information in this Agreement and any of the terms thereof. The County makes no claim as to the accuracy of the spatial data and its associated data tables and assumes no responsibility for their positional or content accuracy. The County makes no claim as to the ability of the spatial data to fulfill the Contracting Organization's application requirements. In providing data (or access to data), The County assumes no obligation to assist in the use of the data, or in the development, use, or maintenance of any applications applied to the data. In no event shall The County be liable for any direct, indirect, incidental, consequential or special damages that may result from the use of the GIS data.

Pottawattamie County

Geographic Information Systems