Prepared by and return to: Kirk Maxfield 712-277-7580
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES 401 DOUGLAS STREET SIOUX CITY, IA 51101

MIDAMERICAN ENERGY COMPANY
ELECTRIC EASEMENT

		State of	Iowa
Folder No.	2024-103306	County of	Pottawattamie
Work Req. No.	2024-2874405	Section	11
Project No.	D59QJ	Township	74 North
		Range	44 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, AN IOWA 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:

A PARCEL OF LAND, BEING A PORTION OF THE SOUTHEAST QUARTER SOUTHWEST QUARTER (SE1/4SW1/4) AND THE SOUTHWEST QUARTER SOUTHEAST QUARTER(SW1/4SE1/4) OF SECTION 11, TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 01 DEGREE 43 MINUTES 19 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 11, 520.87 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 41 SECONDS EAST. 1320.62 FEET TO THE WEST LINE OF SAID SE1/4SW1/4, A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 275, AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE, NORTH 01 DEGREE 52 MINUTES 50 SECONDS EAST, 58.98 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, TO WHICH POINT A RADIAL LINE BEARS NORTH 07 DEGREES 30 MINUTES 15 SECONDS WEST, 3108.00 FEET; THENCE; EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 33 MINUTES 41 SECONDS, 572.90 FEET; THENCE SOUTH 86 DEGREES 56 MINUTES 35 SECONDS EAST, 1056.86 FEET;THENCE SOUTH 02 DEGREES 03 MINUTES 49 SECONDS WEST, 62.63 FEET TO A POINT ON SAID NORTHERLY RIGHT-OFWAY LINE OF U.S. HIGHWAY 275; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 87 DEGREES 31 MINUTES 20 SECONDS WEST, 297.18 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 87 DEGREES 30 MINUTES 48 SECONDS WEST, 942.89 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2384.41 FEET; THENCE CONTINUING WESTERLY ALONG SAID RIGHT-OF-WAY LINE

AND ALONG SAID CURVE THROUGH A. CENTRAL ANGLE OF 09 DEGREES 20 MINUTES 12 SECONDS, 388.56 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.513 ACRES MORE OR LESS, (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 a portion of the Property as described on **Exhibit A** attached hereto (the "Easement Area"), 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

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

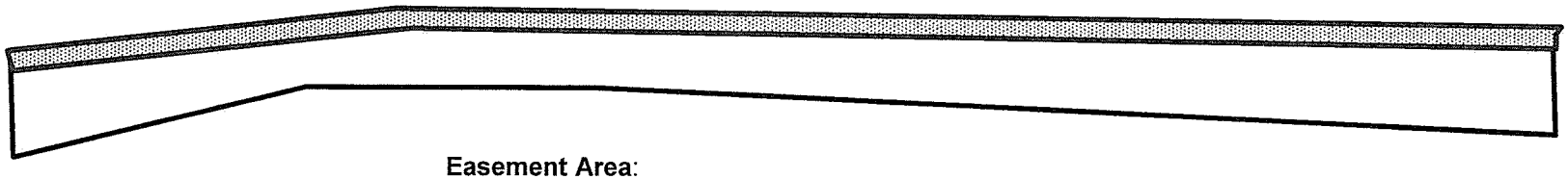
EXHIBIT "A"

Legend

- Subject Property Line & ROW
- Easement

Parcel Legal Description:

A PARCEL OF LAND, BEING A PORTION OF THE SOUTHEAST QUARTER SOUTHWEST QUARTER (SE1/4SW1/4) AND THE SOUTHWEST QUARTER SOUTHEAST QUARTER(SW1/4SE1/4) OF SECTION 11, TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 01 DEGREE 43 MINUTES 19 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 11, 520.87 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 41 SECONDS EAST. 1320.62 FEET TO THE WEST LINE OF SAID SE1/4SW1/4, A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 275, AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE, NORTH 01 DEGREE 52 MINUTES 50 SECONDS EAST, 58.98 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, TO WHICH POINT A RADIAL LINE BEARS NORTH 07 DEGREES 30 MINUTES 15 SECONDS WEST, 3108.00 FEET; THENCE; EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 33 MINUTES 41 SECONDS, 572.90 FEET; THENCE SOUTH 86 DEGREES 56 MINUTES 35 SECONDS EAST, 1056.86 FEET;THENCE SOUTH 02 DEGREES 03 MINUTES 49 SECONDS WEST, 62.63 FEET TO A POINT ON SAID NORTHERLY RIGHT-OFWAY LINE OF U.S. HIGHWAY 275; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 87 DEGREES 31 MINUTES 20 SECONDS WEST, 297.18 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 87 DEGREES 30 MINUTES 48 SECONDS WEST, 942.89 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2384.41 FEET; THENCE CONTINUING WESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG SAID CURVE THROUGH A. CENTRAL ANGLE OF 09 DEGREES 20 MINUTES 12 SECONDS, 388.56 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.513 ACRES MORE OR LESS



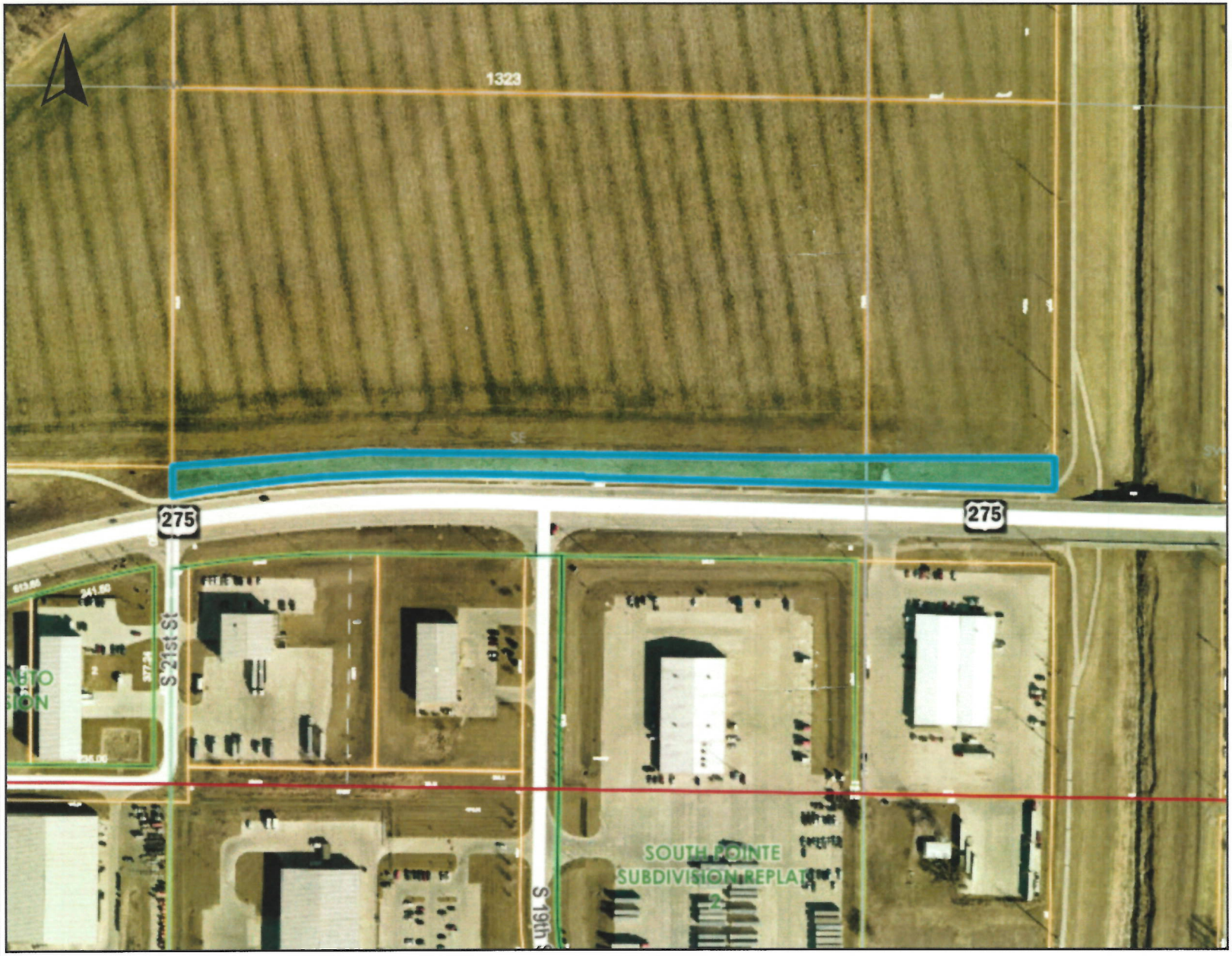
Easement Area:

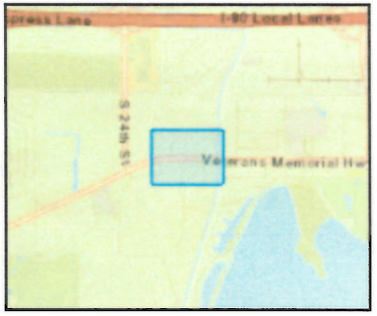
An underground electric easement described as follows: The North 10.00 feet of the above described property.

MIDAMERICAN ENERGY COMPANY	Customer: City of Council Bluffs		DR #2874405	N
	Address: HWY 275	Scale: Not to Scale	Date: August 6, 2024	
	City:N/A State: Iowa	Folder:	Sec 11, T74N, R44W	
Job Desc: Electric Easement				

POTTAWATTAMIE COUNTY • IOWA

Map Title





Legend

2024

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

World Imagery (Map Service)

World Imagery

High Resolution 60cm Imagery

High Resolution 30cm

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

8/6/2024

Pottawattamie County
Geographic Information Systems

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.

THE IOWA STATE BAR ASSOCIATION Official Form No. 104	Richard B. Wade ISBA # 5798	FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

WARRANTY DEED
(CORPORATE GRANTOR)

COMPARED

For the consideration of forty-five thousand seven hundred fifty and 00/100th Dollar(s) and other valuable consideration,
Midwest Land Development L.C.
a corporation organized and existing under the laws of
State of Iowa
does hereby Convey to
City of Council Bluffs

the following described real estate in Pottawattamie County, Iowa:
A parcel of land situated in the SE 1/4 of the SW 1/4 and the SW 1/4 of the SE 1/4 of Section 11, Township 74 North, Range 44 West of the 5th P.M., and more particularly described on the attached two pages.

EXEMPTION #6

The Corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Midwest Land Development L.C.
a(n) State of Iowa limited corporation

Dated: August 25, 2005

By John Jerkovich
John Jerkovich Title

By
Title

STATE OF IOWA, COUNTY OF POTTAWATTAMIE

This instrument was acknowledged before me on August 25, 2005,
by John Jerkovich
as
of Midwest Land Development L.C.

Mary J Hughes, Notary Public

MARY J. HUGHES
Commission Number 181749
Comm. Exp. 7-16-07

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IOWADOCS®

PROJECT #: FY 06-05C
US HWY. 275 SEWER EXTENSION

EXHIBIT "A"

ACQUISITION PLAT

TRACT NO. 1
SHEET 2 OF 2

A PARCEL OF LAND, BEING A PORTION OF THE SOUTHEAST QUARTER SOUTHWEST QUARTER(SE1/4SW1/4) AND THE SOUTHWEST QUARTER SOUTHEAST QUARTER(SW1/4SE1/4) OF SECTION 11, TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11;

THENCE NORTH 01 DEGREE 43 MINUTES 19 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 11, 520.87 FEET;

THENCE SOUTH 88 DEGREES 16 MINUTES 41 SECONDS EAST, 1320.62 FEET TO THE WEST LINE OF SAID SE1/4SW1/4, A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 275, AND THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID WEST LINE, NORTH 01 DEGREE 52 MINUTES 50 SECONDS EAST, 58.98 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, TO WHICH POINT A RADIAL LINE BEARS NORTH 07 DEGREES 30 MINUTES 15 SECONDS WEST, 3108.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 33 MINUTES 41 SECONDS, 572.90 FEET;

THENCE SOUTH 86 DEGREES 56 MINUTES 35 SECONDS EAST, 1056.86 FEET;

THENCE SOUTH 02 DEGREES 03 MINUTES 49 SECONDS WEST, 62.63 FEET TO A POINT ON SAID NORTHERLY RIGHT-OFWAY LINE OF U.S. HIGHWAY 275;

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THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 87 DEGREES 30 MINUTES 48 SECONDS WEST, 942.89 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2384.41 FEET;

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SAID PARCEL CONTAINS 2.513 ACRES MORE OR LESS.

SURVEY\DRAFTING\15074-007-CITY-CB-EASE\DWG\ROW-112304.DWG

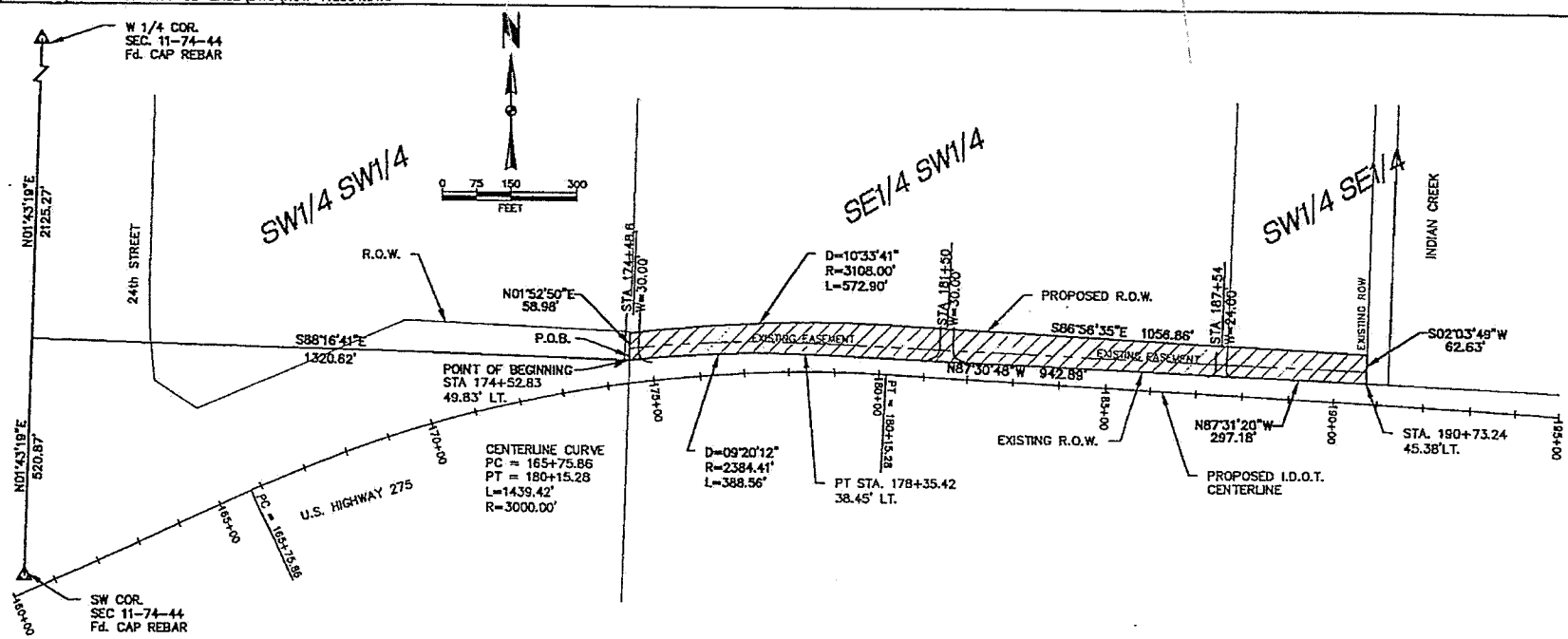
PROJECT #: FY 06-05C
US HWY. 275 SEWER EXTENSION

EXHIBIT "A"
ACQUISITION PLAT

TRACT NO. 1
SHEET 1 OF 2

ACCESS RIGHTS STA. 174+48.6, 181+50 AND 187+54 LEFT SIDE ONLY
ACQUIRED FROM MIDWEST LAND DEVELOPMENT L.C. C/O MICHAEL MASSMAN

POTTAWATTAMIE COUNTY PROJECT NO. FY 06-05C



LEGEND
△ Fd. SECTION CORNER
PROPOSED RIGHT-OF-WAY

LICENSED LAND SURVEYOR
MELVIN G. SAMPLES
10569
IOWA

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.

MELVIN G. SAMPLES — DATE 12-1-04

License Number 10569
My license renewal date is December 31, 2004

Pages or sheets covered by this seal:
SHEET 1 OF 2 AND SHEET 2 OF 2

FROM ℄ STA. 174+52.83 TO ℄ STA. 190+73.24 R.O.W. 2.513 ACRES CONSIDERATION $ _____

SECTION 11 TWP 74 RANGE 44 BORROW _____ ACRES

CIVIL TWP. _____ ACQUIRED BY _____ CONTRACT DATED _____

DATE DRAWN 12-01-04 DRAWN BY DEE