Prepared by: Colby Hannasch 712-277-7581
Return to: MidAmerican Energy Company, ATTN: ROW SC3, 401 Douglas St, Sioux City, IA 51101

LEVEE AND ACCESS EASEMENT

		State of	Iowa	
Folder No.	____	County of	Pottawattamie	
Work Req. No.	NA	Section	24 & 25	
Project No.	NA	Township	74	North
		Range	44	West of the 5th P.M.

1. For and in consideration of the sum of One and no/100----------Dollar ($1.00), and other valuable consideration, in hand paid by **the City of Council Bluffs, a municipal corporation of the State of Iowa,** its successors and assigns ("Grantee" & "City"), receipt of which is hereby acknowledged, the undersigned owner **MidAmerican Energy Company**, an Iowa corporation, ("Grantor"), its successors and assigns, does hereby grant to Grantee a perpetual (subject to the terms hereof), non-exclusive easement for the purpose of constructing, reconstructing, repairing, enlarging and maintaining a Levee together with necessary appurtenances thereto, (collectively, the "Improvements")under, across and through the property described below (the "Easement Area"), including reasonable access over the Easement Area at all times for the proper maintenance and operation of the Improvements.

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

SEE EXHIBIT "A" AND "B".

EASEMENT AREA:

SEE EXHIBIT "A" AND "B".

2. This easement is given with the express understanding and condition that it is a non-exclusive easement. Grantor, its successors or assigns, shall have the right of full enjoyment and use of the Easement Area, including the construction of improvements such as a driveway or parking lot over the Easement Area, so long as such structures do not unreasonably interfere with the operation of the City's improvements. Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written consent of the City Engineer.

3. Grantee's plans for construction, maintenance, repairs, replacements or removal or other work on the Easement Area or to the Improvements must be approved in writing by Grantor in advance, which approval shall not be unreasonably withheld. Grantee and Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of Grantee or Grantor.

Grantee agrees that it will repair or pay for any damage which may be caused to the property, real or personal, of the Grantor caused by the construction, reconstruction, maintenance, operation, replacement or removal of the Improvements. Grantee shall, without cost to Grantor, comply with all local, state and federal laws, rules, regulations and ordinances of all governmental authorities with jurisdiction concerning Grantee's use of the easement and the Improvements.

Grantee shall at all times construct, replace, repair, maintain, and operate the Improvements in a secure, safe, and sanitary condition and in accordance with prudent industry standards and all applicable laws, ordinances, rules, and regulations. Grantee shall pay promptly when due all taxes levied or assessed upon Grantee or upon Grantee's use and enjoyment of the rights granted herein. If the manner of constructing, replacing, repairing, maintaining, or operating the Improvements is at any time in violation of any applicable law, rule, regulation, or ordinance, then Grantee shall make such changes or repairs as shall be necessary, at no cost or expense to Grantor, upon receipt of appropriate notice from a governmental agency having enforcement jurisdiction. Failure or refusal of Grantee to make the required changes or repairs within the time prescribed by that agency or to make timely payment of taxes shall terminate this easement, provided that it shall not terminate as long as Grantee in good faith and by pursuit of appropriate legal or equitable remedies, enjoins, defends against, appeals from, or pursues other lawful measures to avoid the enforcement of those laws, ordinances, rules, regulations, or taxes.

Grantor shall not use or alter the surface vegetation of the Easement Area for any purpose. There shall be no agricultural uses within the Easement Area, including but no limited to, the planting of crops, livestock grazing, and planting of trees and shrubs. The Grantee shall mow the Easement Area as deemed necessary for levee maintenance purposes.

4. Grantee shall not cause nor permit any Hazardous Substance (as defined below) to be used, stored, generated, or disposed of on or in the Easement Area or the Property by Grantee, its agents, employees, or contractors, , but only (i) in quantities so needed for such use, (ii) in strict compliance with any and all applicable laws. If Hazardous Substances are used, stored, generated, or disposed of on or in the Easement Area or the Property by Grantee, its agents, employees, or contractors in violation of applicable legal requirements, or if the Easement Area or Property become contaminated in any manner for which Grantee is legally liable, Grantee shall indemnify, defend, and hold harmless Grantor pursuant to Paragraph 6 herein. As used herein, "Hazardous Substance" means any substance which is listed as "hazardous" or "toxic" or listed in the regulations implementing CERCLA or as otherwise similarly defined by applicable Iowa laws.

5. Grantee agrees to maintain, at its own cost and expense, general and automobile liability, worker's compensation, and other forms of liability insurance relating to its operations and the Improvements for the life of this easement in the manner, and amounts, as are usual and customary for prudent companies. Upon request, Grantee shall provide to Grantor, properly executed and current certificates of insurance with respect to all insurance policies required to be maintained by Grantee under this easement.

6. Grantee agrees to defend, indemnify and hold Grantor, its officers, directors, managers, and employees harmless from and against any and all claims, losses, judgments and expenses, including reasonable attorneys' fees, which occurs in connection with the Grantee's construction, maintenance, operation, improving, repairing, removal, occupancy and/or use of the Easement Area or the Improvements, or arising in any manner out of the acts or omissions of Grantee, its employees, agents, contractors and representatives in connection with this easement (including without limitation, damage to property, physical injury or death, or violation of any laws, including without limitation, any environmental laws), except to the extent such damage or injury is caused by the negligence of Grantor.

Grantee shall indemnify and defend Grantor for, from and against any and all mechanics' liens and other liens and encumbrances filed by any person claiming by, through or under Grantee and against all costs, expenses, losses and liabilities (including reasonable attorneys' fees) incurred by Grantor in connection with any such lien or encumbrance or any action or proceeding brought thereon.

7. In the event Grantee determines to permanently abandon all or a part of the easement herein granted, Grantee shall provide Grantor written notice of its intent, and upon Grantor's written request Grantee agrees within a reasonable time of such notice, to remove the Improvements, restore such abandoned portion as nearly as possible to its original condition, and shall release or partially release this easement of record. In addition, in the event Grantee ceases to use the Easement Area or the Improvements for one (1) year, this easement shall terminate; and upon such termination of the easement, upon Grantor's written request, Grantee agrees within a reasonable time of such notice, to remove the Improvements, restore such abandoned portion as nearly as possible to its original condition, and shall release or partially release this easement of record.

8. Grantee 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. Grantee hereby agrees to defend, indemnify and hold harmless the Grantor 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. 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 of dispute arising out of or related to this easement, it is agreed between the parties that the law of the State of Iowa (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 of 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. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple, subject to any other easements, restrictions, covenants and encumbrances of record, and Grantor has good and lawful authority to grant the rights provided in this easement.

(Signatures and Acknowledgements on following page)

Dated this ____ day of _____, 2022

MidAmerican Energy Company,

_____
James Dougherty
Vice President, Generation

ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

This record was acknowledged before me on _____, 2022, by James Dougherty as Vice President, Generation for MidAmerican Energy Company.

_____
Signature of Notary Public

MidAmerican Energy Company,

_____
Mark Lowe
Vice President, General Counsel

ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

This record was acknowledged before me on _____, 2022, by Mark Lowe as Vice President, General Counsel for MidAmerican Energy Company.

_____
Signature of Notary Public

Dated this ____ day of _____, 2022

City of Council Bluffs

By: _____

Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

This record was acknowledged before me on _____, 2022, by _____ as _____of _____.

_____
Signature of Notary Public

{Notarial Seal}

EASEMENT EXHIBIT "A"

LEGAL DESCRIPTION

A PERMANENT BERM EASEMENT OVER THAT PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA, TOGETHER WITH PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA, DESCRIBED AS FOLLOWS:

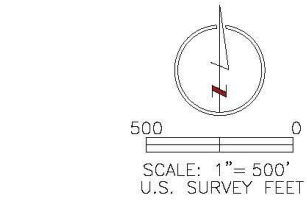
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25;

THENCE NORTH 87°57'17" WEST (BEARINGS REFERENCED TO IOWA STATE PLANE –SOUTH ZONE NAD83) FOR 2053.34 FEET ON THE NORTH LINE OF SAID SECTION 25 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 61°48'01" EAST FOR 1109.45 FEET;

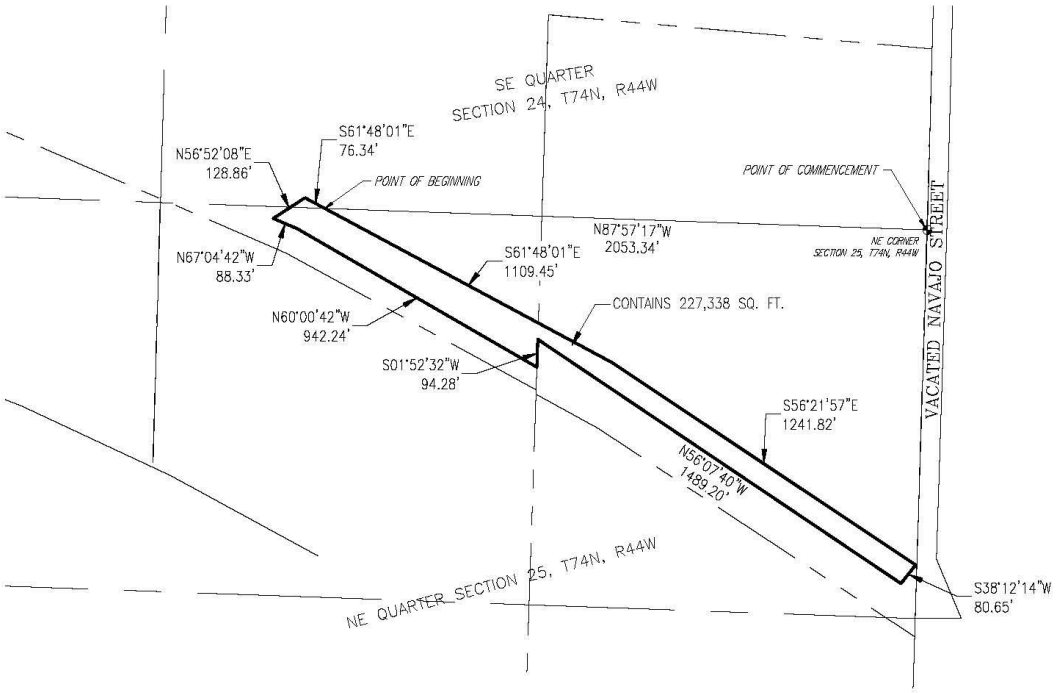
THENCE SOUTH 56°21'57" EAST FOR 1241.82 FEET;
THENCE SOUTH 38°12'14" WEST FOR 80.65 FEET;
THENCE NORTH 56°07'40" WEST FOR 1489.20 FEET;
THENCE SOUTH 01°52'32" EAST FOR 94.28 FEET;
THENCE NORTH 60°00'42" WEST FOR 942.24 FEET;
THENCE NORTH 67°04'42" WEST FOR 88.33 FEET;
THENCE NORTH 56°52'08" EAST FOR 128.86 FEET;
THENCE SOUTH 61°48'01" EAST FOR 76.34 FEET TO THE POINT OF BEGINNING.

CONTAINS 227,338 SQUARE FEET.



LEGEND

EASEMENT LINE
LOT LINE
SECTION LINE
SECTION CORNER



LAMP RYNEARSON

LAMPRYNEARSON.COM

OMAHA, NEBRASKA
14710 W. DODGE RD, STE 100 (402)496.2498
FORT COLLINS, COLORADO
4715 INNOVATION DR., STE 100 (970)226.0342
KANSAS CITY, MISSOURI
9001 STATE LINE RD., STE 200 (816)361.0440

DESIGNER / DRAFTER	RACHEL E. RENNECKER
REVIEWER	TODD L. WHITFIELD
PROJECT NUMBER	0120083.01–422
DATE	10/12/2022
SURFACE LOCATION	
BOOK AND PAGE	

EASEMENT EXHIBIT

I:\Engineering\0120083 HDR CB 1 acres M&R\SURVEY\DRAWINGS\EXHIBITS\0120083-EAS-04.dwg, 10/12/2022 1:37:24 PM, RACHEL RENNECKER, LAMP RYNEARSON

EASEMENT EXHIBIT "B"

LEGAL DESCRIPTION

AN ACCESS EASEMENT OVER THAT PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24;

THENCE NORTH 87°57'17" WEST (BEARINGS REFERENCED TO IOWA STATE PLANE –SOUTH ZONE NAD83) FOR 2580.85 FEET ON THE SOUTH LINE OF SAID SECTION 24 TO THE SOUTH LINE OF PARCEL OWNED BY MIDAMERICAN ENERGY COMPANY;

THENCE NORTH 66°39'48" WEST FOR 1077.27 FEET ON SAID SOUTH LINE TO THE WEST LINE OF SAID PARCEL;

THENCE ON THE WEST LINE OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:

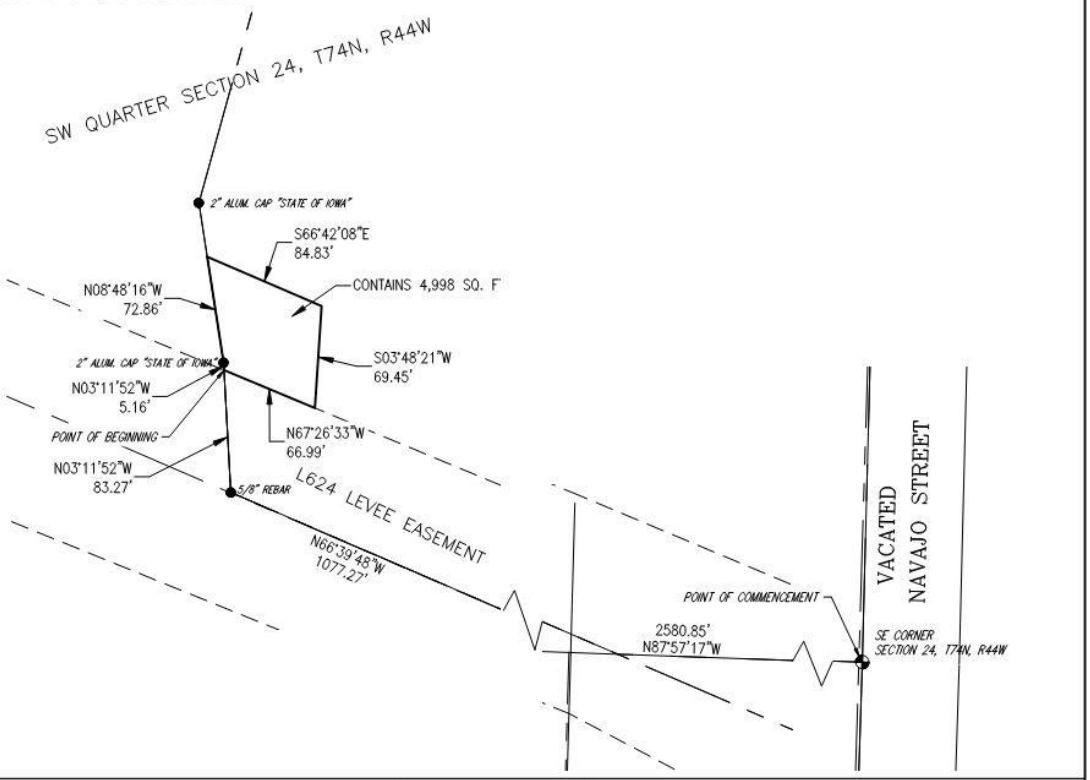
1. THENCE NORTH 03°11'52" WEST FOR 83.27 FEET TO THE NORTH LINE OF THE EXISTING L624 LEVEE EASEMENT AS SHOWN ON THE AS–BUILT PLANS AND THE TRUE POINT OF BEGINNING;
2. THENCE NORTH 03°11'52" WEST FOR 5.16 FEET;
3. THENCE NORTH 08°48'16" WEST FOR 72.86 FEET;

THENCE SOUTH 66°42'08" EAST FOR 84.83 FEET;

THENCE SOUTH 03°48'21" WEST FOR 69.45 FEET TO THE SAID NORTH LEVEE EASEMENT LINE;

THENCE NORTH 67°26'33" WEST FOR 66.99 FEET TO THE POINT OF BEGINNING.

CONTAINS 4,998 SQUARE FEET.



LAMP RYNEARSON

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14710 W. DODGE RD., STE. 100 (402)496.2498
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EASEMENT EXHIBIT

L:\Engineering\0120083_HDR_CB Lewis MRS\SURVEY\DRAWINGS\EXHIBITS\0120083-EAS-01.dwg, 10/14/2022 10:39:50 AM, TODD L. WHITFIELD, LAMP RYNEARSON