Prepared By and Return To: Colby Hannasch 712-277-7581
MidAmerican Energy Company Attn: Right-Of-Way Services, 401 Douglas Street, Sioux City , IA 51101

# EMERGENCY ACCESS EASEMENT AGREEMENT

Folder No. ____
Work Req. No. NA
Project No. NA

State of Iowa
County of Pottawattamie
Section 24
Township 74 North
Range 44 West of the 5th P.M.

This Emergency Access Easement Agreement (this "Agreement"), dated this ____ day of _____, 2022, is entered into by and between MidAmerican Energy Company ("MidAmerican") and the City of Council Bluffs, a municipal corporation of the State of Iowa, ("Grantee").

WHEREAS, MidAmerican is the owner of described as follows:

PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA, (the "Property").

WHEREAS, MidAmerican agrees to grant to Grantee an emergency access easement as shown on the attached Exhibit "A" attached hereto (the "Emergency Access Easement Area"), for the purpose of allowing Grantee access to Grantee's access easement on the State of Iowa's property (area shown as #5 on "Tract Map" attached hereto) for all activities necessary to prevent, mitigate, or address any emergencies, including routine maintenance and operation of the levee system as expressly agreed between MidAmerican and Grantee in a separate agreement, and in accordance with the terms of this Agreement. In consideration of the mutual covenants set forth herein, MidAmerican and Grantee agree as follows:

1. ACCESS: MidAmerican hereby grants to Grantee a non-exclusive access easement over the Emergency Access Easement Area for the purposes set forth above. Grantee warrants and represents that it will conduct no illegal activity on the Emergency Access Easement Area. In the event that Grantee breaches any portion of this Agreement including, but not limited to, conducting activities upon the Emergency Access Easement Area beyond those activities permitted under this Agreement, MidAmerican may revoke this Agreement by providing Grantee with thirty days written notice of its intention to do so, such revocation to become final at the end of the thirty-day notice period set forth hereunder. Grantee shall pay the entire cost and expense of constructing, reconstructing, operating and maintaining the access road and other improvements that are reasonably necessary; and Grantee shall comply with all applicable local, state and federal laws, regulations, and permits in connection with the design, construction, operation, maintenance and use of such access road roads and other improvements.

2. INDEMNIFICATION: Grantee acknowledges that this Agreement is entered into for the convenience of Grantee and that MidAmerican assumes no responsibility whatsoever for, and exercises no rights of ownership or control over, Grantee's activities. Grantee does hereby agree to indemnify and hold harmless MidAmerican, its affiliated companies, their employees, officers, insurers, successors, agents, and assigns from and against any and all damages, losses (including, without limitation, losses from theft and/or vandalism), claims, liabilities, or expenses arising out of, or in any way related to, Grantee's access to or over the Access Easement Area.

3. SEVERABILITY, GOVERNING LAW AND JURY WAIVER: Each of the provisions of this Agreement shall be enforceable independently of any other provision of this Agreement and independent of any other claim or cause of action. In the event of any dispute arising under this Agreement, it is agreed between the parties that the law of the State of Iowa will be given the interpretation, validity and effect of this Agreement without regard to the place of execution or place of performance thereof. 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 AGREEMENT. **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.**

4. DAMAGE TO PROPERTY: Grantee agrees to repair or pay for repair of any physical damage to any of MidAmerican's tangible property located on the Emergency Access Easement Area or the Property, to the extent such damage is caused by Grantee's activities on the Emergency Access Easement Area or the Property and to restore the Access Easement Area or the Property to the condition it was in prior to Grantee causing such damage. MidAmerican shall promptly notify Grantee of any damage that MidAmerican claims is Grantee's responsibility hereunder. Upon receipt of such notice, Grantee shall, at MidAmerican's option, either promptly investigate and make the repair or pay MidAmerican for MidAmerican's reasonable costs and expenses to make

such repair, in each case to the extent Grantee is responsible hereunder. For any repairs required to be made by Grantee hereunder, Grantee shall repair such damaged property to the approximate condition of such property existing immediately before being damaged, to the extent reasonably practicable.

5. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and contains all the terms agreed to by the parties. No representation, warranty, promise, inducement or statement of intention has been made by any parties hereto which is not embodied in this Agreement and neither party shall be bound by or liable for any alleged representation, warranty, promise, inducement, or statement or intention not so set forth. Any modification of this Agreement must be in writing and signed by both parties.

6. TERMINATION: If Grantee, or any successor to Grantee, is able to gain access to the Grantee's Property from a public road directly over real estate owned by Grantee or its successor, then upon the date that such other access is possible, this Agreement shall terminate and Grantee (or its successor) will no longer be granted access over the Easement Area.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year noted above.

Dated this ___ day of _____, 2022

City of Council Bluffs

By:_____

Name:_____

Title:_____

ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

This record was acknowledged before me on _____, 2022, by _____

_____ as _____

of The City of Council Bluffs.

_____
Signature of Notary Public

(Signatures Continue 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

# EXHIBIT A

# EASEMENT EXHIBIT

## LEGAL DESCRIPTION

AN EMERGENCY ACCESS EASEMENT OVER THAT 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 SOUTHEAST CORNER OF SAID SECTION 24;

THENCE NORTH 01°29'24" EAST (BEARINGS REFERENCED TO IOWA STATE PLANE –SOUTH ZONE NAD83) FOR 1824.63 FEET ON THE EAST LINE OF SAID SECTION 24 TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 88°16'56" WEST FOR 2608.44 FEET;

THENCE NORTH 01°37'40" EAST FOR 45.54 FEET;

THENCE SOUTH 88°16'56" EAST FOR 2608.33 FEET TO THE EAST LINE OF SAID SECTION 24;

THENCE SOUTH 01°29'24" WEST FOR 45.54 FEET TO THE POINT OF BEGINNING.

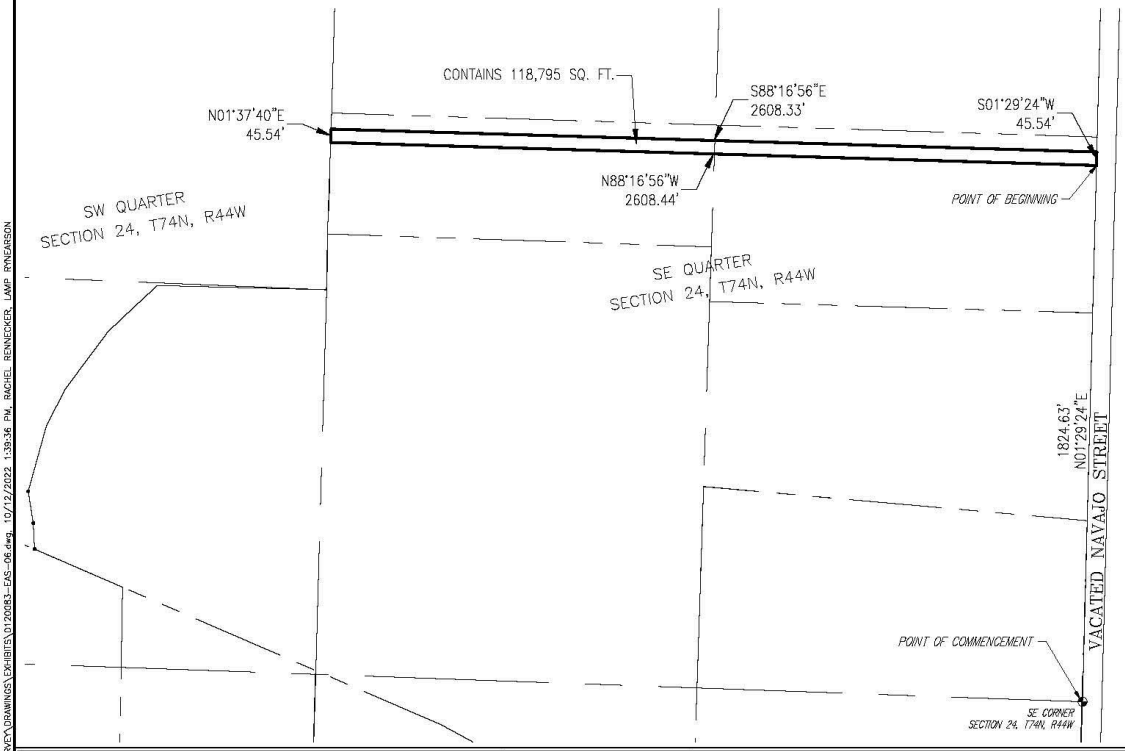
CONTAINS 118,795 SQUARE FEET.

500 0

SCALE: 1"= 500'
U.S. SURVEY 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) 561.0440

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

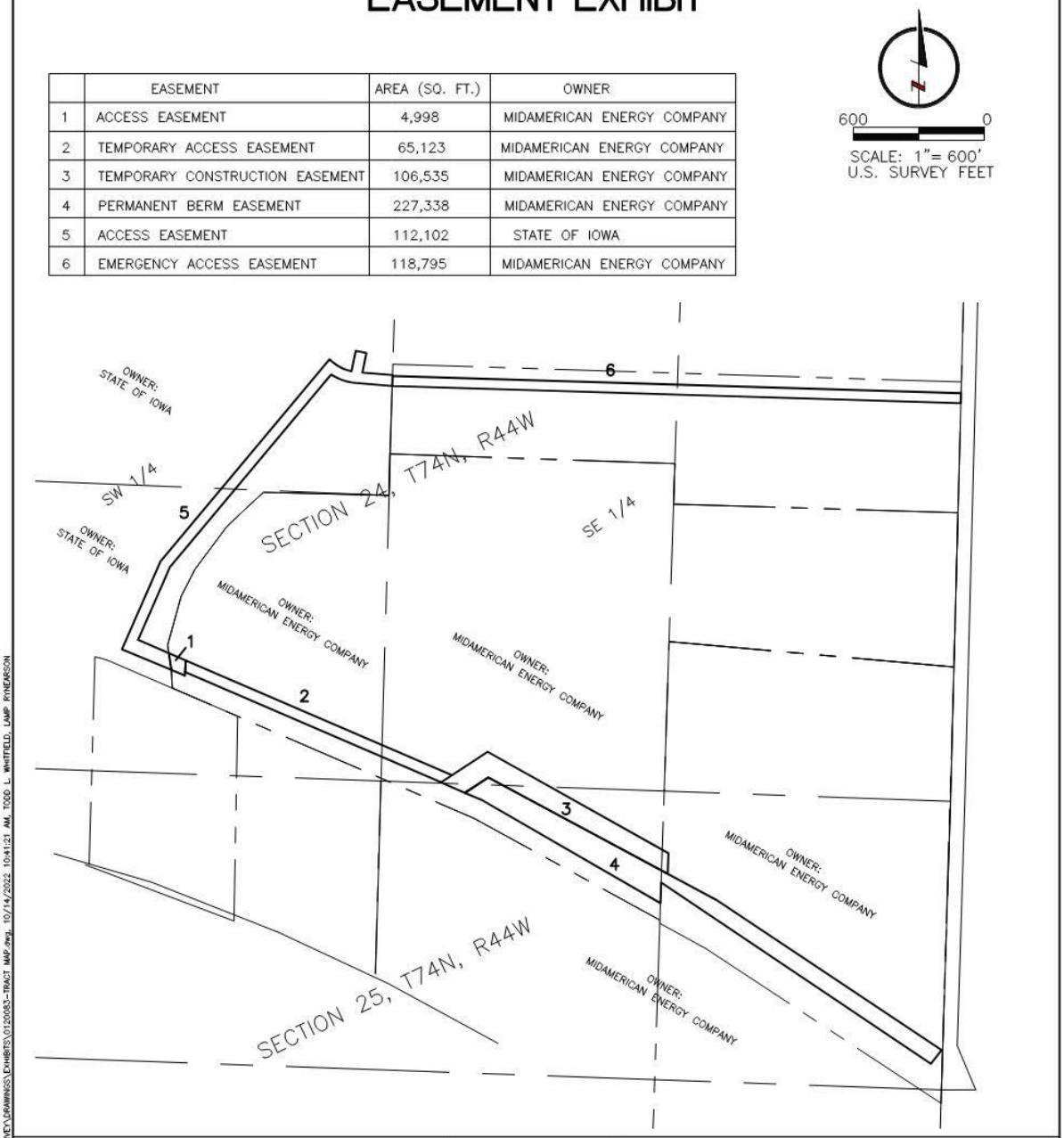
EASEMENT EXHIBIT

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# Tract Map

## EASEMENT EXHIBIT

| | EASEMENT | AREA (SQ. FT.) | OWNER |
|---|---|---|---|
| 1 | ACCESS EASEMENT | 4,998 | MIDAMERICAN ENERGY COMPANY |
| 2 | TEMPORARY ACCESS EASEMENT | 65,123 | MIDAMERICAN ENERGY COMPANY |
| 3 | TEMPORARY CONSTRUCTION EASEMENT | 106,535 | MIDAMERICAN ENERGY COMPANY |
| 4 | PERMANENT BERM EASEMENT | 227,338 | MIDAMERICAN ENERGY COMPANY |
| 5 | ACCESS EASEMENT | 112,102 | STATE OF IOWA |
| 6 | EMERGENCY ACCESS EASEMENT | 118,795 | MIDAMERICAN ENERGY COMPANY |




LAMP RYNEARSON

LAMPRYNEARSON.COM

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TRACT MAP

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