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

MIDAMERICAN ENERGY COMPANY
OPTION FOR ELECTRIC EASEMENT

Tract No. IA-POTT-041

State of IA
County of Pottawattamie
Section 24
Township 75 North
Range 44 West of the 5th P.M.

OPTION AND EASEMENT

1. For and in consideration of the sum of Six Thousand Six Hundred Sixty Four and no//100 dollars ($6,664.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s)**The City of Council Bluffs, Iowa,** its successors and assigns, and the undersigned tenant(s) and parties of interest (collectively the "**Grantor**"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("**Grantee**"), the exclusive right, for and during the period starting from the date hereof through December 31, 2024, to acquire an Electric Easement in accordance with the terms and conditions set forth herein.

For the further consideration of Twenty Six Thousand Six Hundred Fifty Six and no/100 dollars ($26,656.00), hereinafter referred to as an "**Option**", and upon exercise of said Option to acquire an Electric Easement, Grantor does hereby give and grant to Grantee, pursuant to the following terms and conditions, a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove electric supply line(s) for the transmission and distribution of electric energy and for communication and electrical controls related to Grantee's operations, including other reasonably necessary poles, towers, wires, guys, guy stubs, anchors, ground rods, including other necessary equipment incident thereto (collectively "**Facilities**") upon, over, along, and across certain property described below, together with the right to survey the property and the right to trim, cut down, and remove such trees, brush, saplings, and bushes as may interfere with the proper construction, maintenance, operation or removal of said lines upon, over, along, across, adjacent to and overhanging the premises as described on the attached Exhibit "A" ("**Easement Area**"), and by this reference made a part hereof, together with the right to extend to any other party the use, jointly with the Grantee, of any structure(s) placed pursuant to the terms hereof, such lines to form a part of an electric distribution and transmission system and including the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement.

DESCRIPTION OF PROPERTY AND EASEMENT AREA: See attached Exhibit "A", attached hereto and made a part hereof.

2. Grantee shall have the irrevocable right, commencing upon the date of the exercise of this Option, to survey the property; to conduct engineering and associated investigations including, but not limited to, core boring and soil testing; to cut down, trim, spray or remove any trees or other vegetation growing in or adjacent to said Easement Area which, in the judgment of Grantee, may interfere with or endanger said Facilities (including, but not limited to, the right to cut down or trim any dead, weak, leaning or dangerous trees that are located outside the Easement Area that pose a current or future risk to fall or strike the wires or any other part of the Facilities); and to install access gates to said Easement Area in the fences on the property of Grantor.

3. In consideration of such grant, Grantee agrees that it will (i) pay for any damage to the crops of Grantor and (ii) repair physical damage to Grantor's fences, drainage tile, or other tangible property, real or personal, to the extent such damage referenced in (i) or (ii) above is caused by Grantee's construction, reconstruction, maintenance, operation, replacement or removal of the Facilities (except for damage to property placed subsequent to the granting of this easement that Grantee determines interferes with the operation and maintenance of the Facilities). 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 as described in paragraph 2 is expected and not considered damage to the Grantor.

4. Subject to the rights of the Grantee granted herein, Grantor shall have the right to cultivate, use and occupy the land. No brush or other flammable materials shall be deposited, or accumulated or burned within the Easement Area.

5. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, including, but not limited to, fences, trees, plants, wells or other objects on the Easement Area described herein, or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities, and that no act shall be performed which violates the clearance requirements of the National Electrical Safety Code and/or the rules of the state utility regulatory authority where the Facilities are located.

6. Upon exercise of the Option, all the foregoing provisions shall constitute the easement granted to the Grantee by Grantor.

LICENSE DURING THE PERIOD OF THE OPTION

7. During the period of the Option, Grantee shall have the irrevocable right, commencing upon the date of the execution of this instrument, to survey the property; to conduct engineering and associated investigations including, but not limited to, core boring and soil testing; to cut down, trim, spray or remove any trees and shrubs growing in or adjacent to the Easement Area as may be necessary, in the judgment of Grantee, to conduct the aforementioned surveys and investigations; and of ingress and egress over said land of Grantor.

8. In consideration of such grant, Grantee agrees that it will pay for any damage to crops and will repair any damage which may be caused to fences, drainage tile, or other property, real or personal, of the Grantor to the extent caused by Grantee's activities on the property during the period of the Option. 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.

9. Subject to the rights of the Grantee granted herein, Grantor shall have the right to cultivate, use and occupy the land. No brush or other flammable materials shall be deposited, or accumulated or burned within the Easement Area.

10. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, including but not limited to fences, trees, plants, wells or other objects on the Easement Area described herein, or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its facilities, and that no act shall be performed which violates the clearance requirements of the National Electrical Safety Code and/or the rules of the state utility regulatory authority where the Facilities are located.

EXTENSION OF OPTION

11. The Grantee shall have the right, at its sole option, to extend the Option for a period of 12 months by providing written notice to Grantor; said extension shall commence immediately upon expiration of the original Option. Consideration for said extension shall be One Thousand and no/100 Dollars ($1000.00) and shall be payable at the time of such extension.

EXERCISE OF OPTION

12. The Option shall be deemed exercised by Grantee, and the easement rights agreed upon herein shall be deemed granted, upon the recording of a Notice of Exercise of Option in the office of the Recorder of Deeds in the county in which the property is situated. A copy of the Notice of Exercise of Option shall be deposited in the United States mail in a prepaid sealed envelope addressed to Grantor at their last known address. A check, payable to Grantor in the amount of the further consideration stated above, shall accompany the Notice of Exercise of Option to the Grantor first above named.

TERMINATION OF OPTION

13. If the Grantee shall not elect to exercise the Option, or shall fail to exercise same within the time(s) hereinbefore provided, the Option shall terminate without further action and all rights granted hereunder shall become null and void.

14. It is mutually understood and agreed that this instrument 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.

NOTICE TO ANY SUBSEQUENT PURCHASER OF THE PROPERTY

15. The rights to further consideration in this Option are considered to belong to the Grantor. For the Grantee to recognize any assignment of those rights to a subsequent purchaser of this land there must be a valid written assignment of those rights by the Grantor and a copy of that assignment must be provided to the Grantee before the Option is exercised.

16. 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.

17. Each of the provisions of this Option shall be enforceable independently of any other provision of this Option 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 Option, it is agreed between the parties that the law of the jurisdiction and location where this Option is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this Option 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 OPTION. 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.

18. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. 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 Option, Grantor voluntarily gives up any right to this protection for this property with respect to claims based upon this Option.

19. Counterparts, this Agreement 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 Agreement by facsimile, electronic, or PDF signatures, each such signature to be treated as an original.

The City of Council Bluffs, 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 _____, respectively, of the _____, 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

CONSENT OF PARTY IN INTEREST

The undersigned does hereby consent to the terms and conditions of the Option for Electric Easement described herein.

(INCLUDE NAME OF COMPANY i.e. bank name)

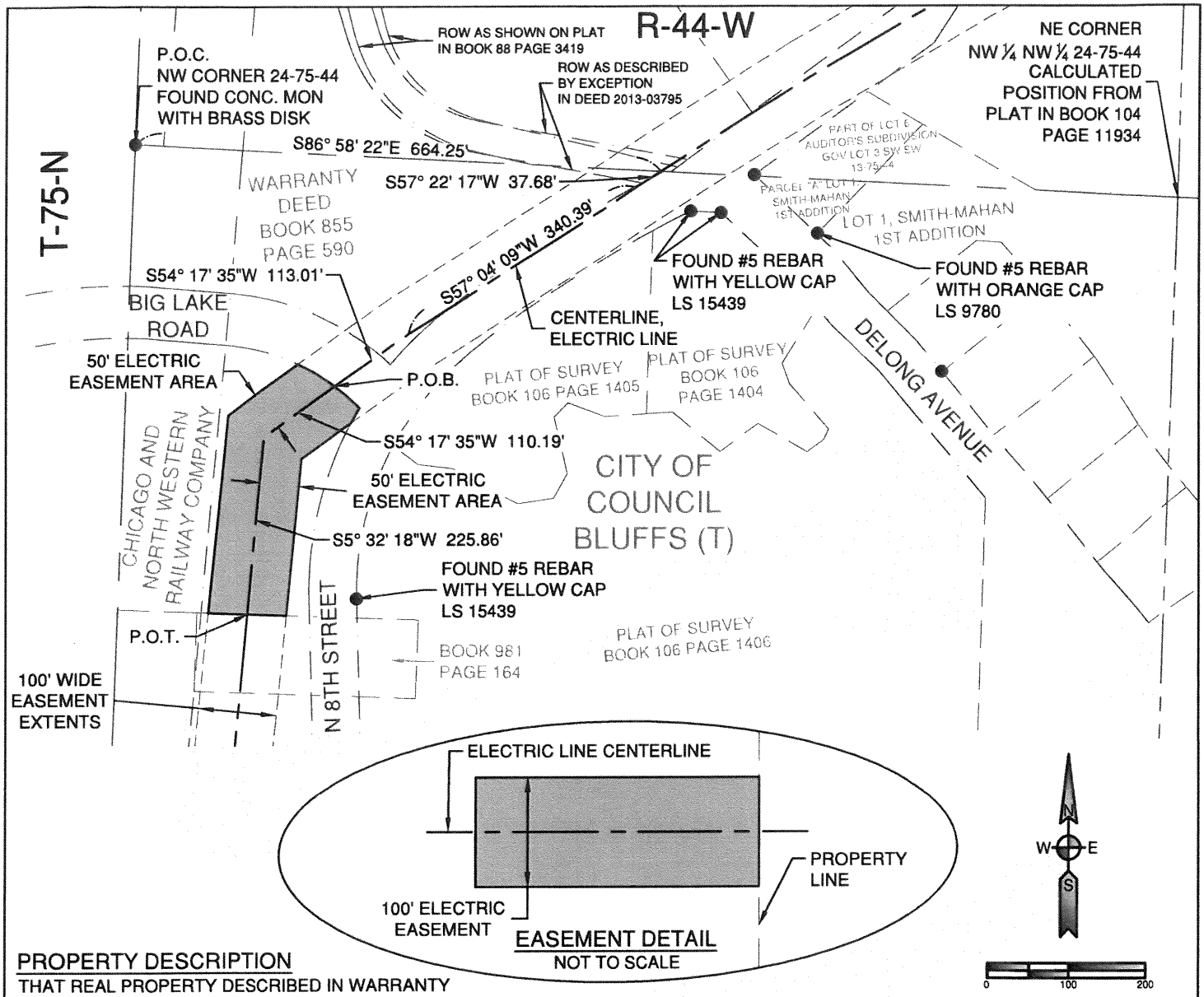
By: _____

Its: _____
Printed or typed name and title

STATE OF _____)
) ss
COUNTY OF _____)

This record was acknowledged before me on _____ , 20___, by _____
COMPANY NAME
as _____ of _____
TITLE COMPANY NAME

_____
Signature of Notary Public



PROPERTY DESCRIPTION

THAT REAL PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN MISCELLANEOUS DEED BOOK 793 PAGE 357-359 IN THE OFFICE OF THE POTTAWATTAMIE COUNTY RECORDER, IOWA. AS PRESENTED BY TITLE SERVICES CORPORATION IN ABSTRACT NUMBER 224153 ON FEBRUARY 28TH, 2023

ELECTRIC LINE EASEMENT DESCRIPTION

A STRIP OF LAND FOR EASEMENT PURPOSES, BEING 100 FEET WIDE LYING 50 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, COMMENCING FROM A FOUND CONCRETE MONUMENT WITH BRASS CAP MARKING THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 75 NORTH, RANGE 44 WEST, THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION, S 86°58'22" E, 664.25 FEET, TO THE CENTERLINE OF THE ELECTRIC LINE, THENCE ALONG SAID CENTERLINE THE FOLLOWING THREE (3) COURSES: (1) S 57°22'17" W, 37.68 FEET; (2) THENCE S 57°04'09" W, 340.39 FEET; (3) THENCE S 54°17'35" W, 113.01 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BIG LAKE ROAD AND THE POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CENTERLINE, S 54°17'35" W, 110.19'; THENCE CONTINUING ALONG SAID CENTERLINE, S 5°32'18" W, 225.86' TO THE POINT OF TERMINUS ON THE SOUTHERLY LINE OF SAID PROPERTY. THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO BEGIN AT THE NORTHERLY LINE OF SAID PROPERTY AND TO TERMINATE AT THE SOUTHERLY LINE OF SAID PROPERTY, EXCLUDING THEREFROM, ANY PORTION OF SAID STRIP NOT CONTAINED WITHIN THE ABOVE DESCRIBED PROPERTY.

SAID EASEMENT CONTAINING 33,320 SQUARE FEET (0.76 ACRES), MORE OR LESS

LEGEND

- ROAD RIGHT OF WAY LINES
- ELECTRIC LINE EASEMENT
- ELECTRIC LINE CENTERLINE
- PARCEL/LOT LINES
- SECTION LINE
- QUARTER SECTION LINE
- FOUND SURVEY MONUMENT AS NOTED
- (T) TITLE HOLDER

MIDAMERICAN ENERGY COMPANY			
POTTAWATTAMIE COUNTY SECTION 24, T-75N, R-44W			
Drawn By:	JHS	Date:	03/16/2023
Checked:	DJK	Scale:	1" = 200'
Approved:	JAJ	Approved:	
EXHIBIT "A"		IA-POTT-041	

G:\2022\22.11145\Survey\Drawings\Easement Exhibits - Phase One\POTT-004_COUNCIL BLUFFS\COUNCIL BLUFFS-041 Easement start.dwg-8.5x11-3/16/2023 10:56 AM

Parcel # POTT-041
Landowner The City of Council Bluffs, Iowa

METHODS & FACTORS
Easement Payment Calculation Sheet (Residential)

A. Land Value / Acre $2.00 /Sq Ft
Land Values based on assessed land value of property

B. Permanent / Overhang Easement Area Value $1.00 /Sq Ft
50% of land value / Sq Ft

C. Temporary Easement Area Value $0.50 /Sq Ft
25% of land value / Sq Ft

D. Permanent Easement Area In Square Feet 33320 Sq Ft

E. Temporary Easement Area in Square Feet 0 Sq Ft

F. Overhang Easement Area in Sq Ft 0 Sq Ft

G. Pole Payment $0.00
0 x $2500 value per new steel structure
0 x $1000 value per new wooden structure

H. Payment For Permanent Easement $33,320.00
Payment = B x D

I. Payment For Temporary Easement $0.00
Payment = C x E

J. Payment For Overhang Easement $0.00
Payment = B x F

K. Miscellaneous Payment

Description:

L. Total Easement Payment $33,320.00
Payment = G + H + I + J + K

M. Easement Option Payment $6,664.00
Payment due at signing = 20% of L

N. Balance of Total Easement Payment $26,656.00
Payment due upon exercise of option, Payment = L - M

Date: _____

Landowner:

_____

_____

MidAmerican Energy Company:

_____

CERTIFICATION WITH RESPECT TO ALLOCATION OF PROCEEDS FOR EASEMENT PAYMENTS

MIDAMERICAN ENERGY COMPANY'S TRANSMISSION LINE PROJECT

Tract # IA-POTT-041

TRANSACTION TO BE REPORTED TO IRS ON FORM 1099-S TO WHICH OF THE FOLLOWING (PLEASE INDICATE PERCENTAGE):

Percent:	**Owner Name:**	**Taxpayer ID #:**
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	Divided equally among all of the above	

Gross Proceeds $_____

Dated this _____ day of _____, 20___

OWNER

By:_____

Name:_____

OWNER

By: _____

Name:_____

NOTICE OF CANCELLATION

The undersigned grantor hereby acknowledges the receipt in duplicate of this Notice of Cancellation from MidAmerican Energy Company.

The legal rights, duties and obligations of the grantor and MidAmerican Energy Company are set forth in the Iowa Code as follows:

CANCELLATION. A person seeking to acquire an easement or other property interest for the construction, maintenance or operation of an electric transmission line or a pipeline shall:

1. Allow the landowner or a person serving in a fiduciary capacity in the landowner's behalf to cancel any agreement granting an easement or other interest by certified mail with return requested to the Company's principal place of business if received by the Company within seven (7) days, excluding Saturday and Sunday, of the date of the contract and inform the landowner or such fiduciary in writing of the right to cancel prior to the signing of the agreement by the landowner or such fiduciary.

2. Provide the landowner or a person serving in a fiduciary capacity in the landowner's behalf with a form in duplicate for the notice of cancellation.

3. Not record any agreement until after the period for cancellation has expired.

4. Not include in the agreement any waiver of the right to cancel in accordance with this section.

The landowner or a person serving in a fiduciary capacity in the landowner's behalf may exercise the right of cancellation only once for each transmission line or pipeline project.

Grantor further acknowledges that grantor has been given the opportunity to read and discuss this form in its entirety prior to executing an easement or Option for Easement with MidAmerican Energy Company.

Easement/Option Date_____ Project No. T904T Tract No. IA-POTT-041

Quarter NW Sec. 24 Twp. 75 Rge. 44 County Pottawattamie

_____ _____

Signature Date Signature Date

Grantor hereby cancels the easement or Option for Easement granted to MidAmerican Energy Company on the above referenced date.

This Notice of Cancellation and the consideration which was paid to the grantor must be delivered to MidAmerican Energy Company at the following address by certified mail with return receipt requested within seven days, excluding Saturday and Sunday, from the date of signing the easement or Option for Easement.

MidAmerican Energy Company
Attn: Right of Way Services
401 Douglas Street
Sioux City, IA 51101

_____ _____

Signature Date Signature Date

COPY

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Attn: Right of Way Services
401 Douglas Street
Sioux City, IA 51101

_____ _____

Signature Date Signature Date

MIDAMERICAN ENERGY COMPANY
TRANSMISSION LINE PROJECT: T904T

TRACT # IA-POTT-041

DATE:_____

CONSTRUCTION INFORMATION QUESTIONNAIRE

(NOTIFICATION) Construction Notification (if other than owners of record, or specific owner)
Name of person to contact:_____
Physical Address:_____
Phone: _____
Email:_____
Notice requested _____ days prior to construction beginning on the landowner's property.

(LAND USE) Land Use Information

What types of land uses are associated with the property, check all that apply.
[ ] Agricultural [ ] Pasture [ ] Residential [ ] Commercial [ ] Other _____

Comments as needed:
_____
_____

(AERIAL SPRAYING)

Do you or your tenant utilize aerial spraying herbicides or fungicides?

_____

(EASEMENTS OR MORTGAGES) List any and all easements either public or private that may be on the property and any and all mortgages.

Easements: To your knowledge, are there any easements, licenses or other access permissions such as ingress/egress, manure easements, etc.) that have been granted on this property or that may not have been recorded?

_____

_____

Mortgages: Are there any mortgages on the property or other obligations to the USDA/FSA or other governmental loan programs? If so; provide contact information: _____

_____

_____

(CROPS) List crops grown on the proposed right-of-way.
[ ] Corn [ ] Soybean [ ] Hay [ ] Oats [ ] Seed Corn List Contract _____

[ ] Other _____

(SEEDING) What is the existing seed mixture for lands in:
Pasture _____
Hayfields_____

Do you want a cover crop in Agricultural lands? [ ] Yes [ ] No
If Yes, What cover crop would you prefer in Ag lands:
_____

(CONSERVATION EASEMENT) Do you have any conservation easements? If Yes, described any special requirements:
[ ] Wetlands Reserve Programs (WRP)
[ ] Conservation Reserve Programs (CRP)
[ ] Grassland Preserve Programs (GRP)
[ ] Other _____
If yes, what seed mix must be planted _____
Provide copy of program participation documentation _____
Are there tree species as part of any of these programs? [ ] Yes [ ] No
If yes, please list species: _____
Is the property covered by a drainage district? [ ] Yes [ ] No

(LIVESTOCK) What types of livestock are on the property?
[ ] Cattle [ ] Horses [ ] Chickens
[ ] Hogs [ ] Other _____

(FENCING)

Is it okay to install locks in gates over the ROW or at access road entrances? [ ] Yes [ ] No
What type of permanent fencing (if any) is currently on the property, i.e. slick, hog, barbed?
_____
Do you want the existing permanent fencing replaced after construction? [ ] Yes [ ] No

(IRRIGATION, TILING AND TERRACES)

Is there an irrigation system on the property near the ROW? [ ] Yes [ ] No
If yes, describe the type (e.g., pivot, traveling gun, ditches: _____
Described the months the irrigation system is operational _____
Will the proposed easement impact any terraces? [ ] Yes [ ] No'
Are there any wells on the property other than irrigation [ ] Yes [ ] No
Do you have tile in the area of the proposed power line? [ ] Yes [ ] No
If yes, do you have maps of your tile system, if so please attach.
Who do you utilize to install and maintain your tile system?
_____
_____
_____

(FLOODING)
Is there a waterway on property? [ ] Yes [ ] No
Does the property flood? [ ] Yes [ ] No

Does the area near the ROW flood? [ ] Yes [ ] No

Is the flooding seasonal or only during major rainfall events?
[ ] Seasonal [ ] During Major Rainfalls
Specify the time it takes for the flooding to subside _____

(ACCESS ROADS) Availability of Access Roads

Are access roads on the property available to use during construction? [ ] Yes [ ] No
If Yes - specify location and type of surface _____
_____

(TIMBER USE) Timber Clearing and Disposal

Do you want cut timber stacked along the right of way for your personal use? [ ] Yes [ ] No
Can cut timber be chipped and scattered over the adjacent lands? [ ] Yes [ ] No

(UTILITIES)

Are there any buried utilities (private or public) on or near the right-of-way? [ ] Yes [ ] No
If so, state which and make a note of their general location: _____
_____

(HUNTING)

Is the property used for hunting? [ ] Yes [ ] No
If yes, is property leased for hunting? [ ] Yes [ ] No
If yes, provide documentation of hunting lease and type of hunting and seasons allowed _____
_____
_____
_____
_____

(BURIAL SITES) Are there any burial sites, public, and private, township, historic or otherwise that you are aware of? [ ] Yes [ ] No

(TENANT)

Name of Tenant: _____

Address: _____

Contact Phone 1: _____ Phone 2: _____

Email: _____

Lease Expires: _____ Type of Lease: [ ] Share Crop % _____ [ ] Cash

NOTES: _____

Landowner:_____Date:_____