Prepared by and return to: Colby Hannasch 712-277-7581
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES 401 Douglas Street, Sioux City, Iowa 51101

MIDAMERICAN ENERGY COMPANY
OVERHEAD AND UNDERGROUND ELECTRIC EASEMENT

Folder No. 2019-6736
Work Req. No. 2019-2691624
Project No. NA

State of Iowa
County of Pottawattamie
Section 33
Township 75 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 MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owners(s) **City of Council Bluffs, Pottawattamie County, Iowa,** an Iowa municipal corporation, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove electric supply line(s), underground conduit, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other necessary poles, wires, guys, guy stubs, anchors, including other reasonably necessary equipment incident thereto (collectively "Facilities") under and on the surface of the ground and upon, over, along, through and across certain property described below, together with 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 ("Easement Area").

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

LOT THREE (3), DODGE PARK SUBDIVISION TO THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

EASEMENT AREA:

An overhead and underground electric easement described as follows:

THE NORTH ONE HUNDRED (100) FEET OF THE EAST TWENTY (20) FEET OF LOT THREE (3). SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

2. Additionally, Grantee shall have the right to remove from the Easement Area described above, any obstructions, including but not limited to, trees, plants undergrowth, buildings, fences and structures that interfere with the proper maintenance of said Facilities and equipment.

3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants, or other objects on the Easement Area described above, 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 right 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.

4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal, of the Grantor by the 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 and associated equipment. 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.

5. Additionally, when Grantor provides or installs duct/conduit for said Facilities, this grant shall cover and include all Facilities as part of the Easement Area.

6. 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.

7. 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.

8. 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 easement, voluntarily gives up any right to this protection for this property with respect to claims based upon this easement.

9. 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.

Dated this ____ day of _____, 2019

City of Council Bluffs, Pottawattamie County, Iowa

By: _____

Its: _____
Printed Name of Mayor

Attest:

By: _____

Its: _____
Printed Name of City Clerk

ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2019, 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 Resolution No._____ of the City Council on the _____day of _____, 2019; 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.

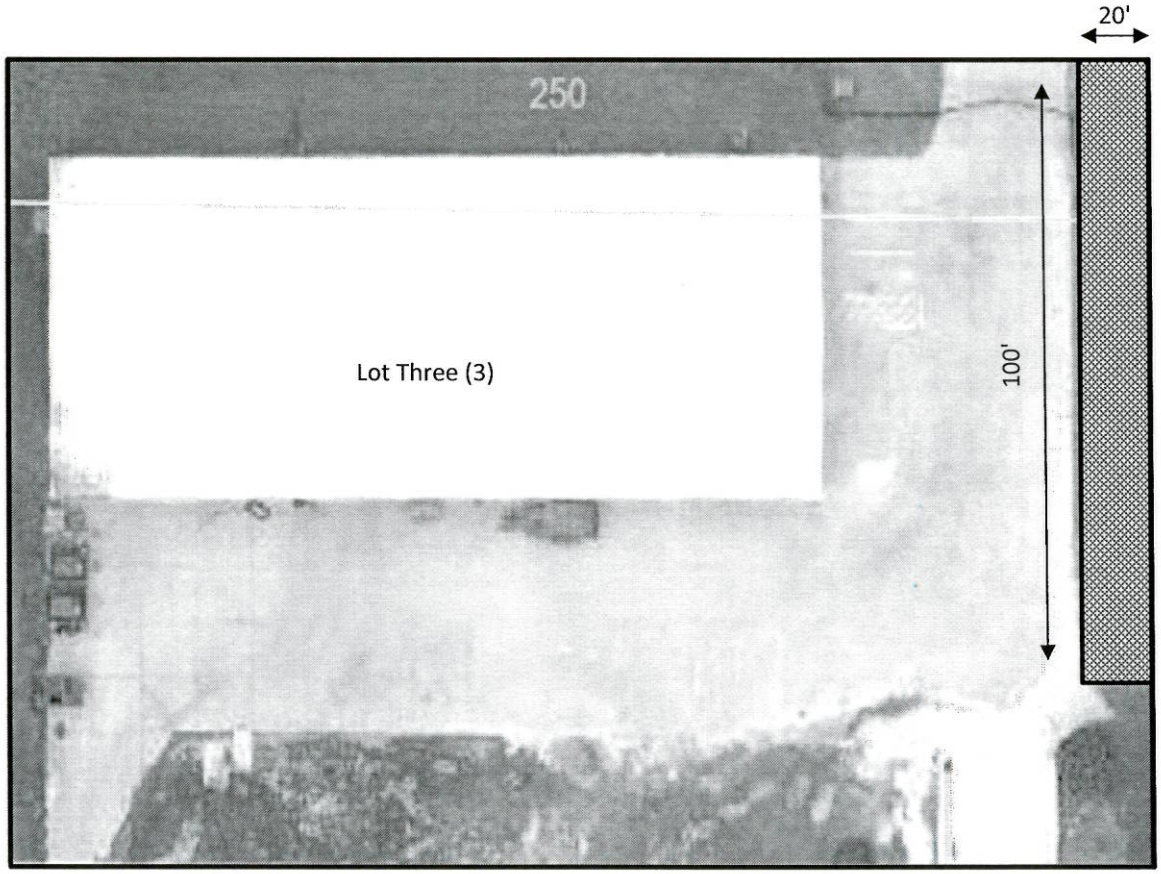
_____
Notary Public in and for said State

(Notarial Seal)

EXHIBIT "A"

Legend

- Subject Property Line & ROW
- Easement



Parcel Legal Description:

LOT THREE (3), DODGE PARK SUBDIVISION TO THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA

Easement Area:

THE NORTH ONE HUNDRED FEET (100') OF THE EAST TWENTY FEET (20') OF LOT THREE (3).

MidAmerican ENERGY	Customer: City of Council Bluffs, Pottawattamie County, Iowa			N
	Address: 420 S 38th St	Scale: Not to Scale	Date: February 1, 2019	
	City: Council Bluffs State: Iowa	Parcel: 754433126004	Sec 33, T 75 N, R 44 W	
Job Desc: Install new underground and overhead electric supply				