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

MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT

Folder No. 2019-5090
Work Req. No. 2019-2602104
Project No. NA

State of Iowa
County of Pottawattamie
Section 06 SE1/4
Township 74 North
Range 43 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 owner(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 underground conduits, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary equipment incident thereto (collectively "Facilities") under and on the surface of the ground, 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:

LOTS ONE (1), TWO (2), AND THREE (3), BLUFFS GATEWAY, A SUBDIVISION IN POTTAWATTAMIE COUNTY, IOWA.

EASEMENT AREA:

An underground electric easement described as follows:

REFERRING TO THE SOUTHWEST CORNER OF A PARCEL OF LAND PREVIOUSLY DESCRIBED IN INSTRUMENT NUMBER 2017-11502, RECORDS OF POTTAWATTAMIE COUNTY, IOWA; THENCE N00°53'53"E (ASSUMED BEARING) ON THE WEST LINE OF SAID PREVIOUSLY DESCRIBED PARCEL, 71.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°53'53"E ON SAID WEST LINE, 8.72 FEET TO THE NORTHWEST CORNER OF SAID PREVIOUSLY DESCRIBED PARCEL, AND THE SOUTHWEST CORNER OF LOT 2 OF BLUFFS GATEWAY REPLAT 1, SAID CORNER ALSO BEING ON THE EASTERLY LINE OF LOT 2 OF BLUFFS GATEWAY SUBDIVISION; THENCE N00°32'30"E ON SAID EASTERLY LINE, 7.46 FEET; THENCE N28°30'24"W, 14.51 FEET; THENCE N19°15'05"W, 43.68 FEET; THENCE N14°30'06"W, 69.02 FEET; THENCE N14°44'58"W, 22.86 FEET; THENCE N30°05'18"W, 10.12 FEET; THENCE N35°10'30"W, 145.05 FEET; THENCE N23°59'26"W, 47.33 FEET; THENCE N16°07'58"E, 14.30 FEET; THENCE N36°36'12"E, 5.50 FEET; THENCE N51°24'58"E, 26.75 FEET; THENCE N59°42'50"E, 58.85 FEET; THENCE N48°35'47"E, 51.81 FEET; THENCE N35°25'50"E, 56.91 FEET; THENCE N31°57'44"E, 229.03 FEET TO A POINT BEING 52.00 FEET SOUTH OF THE NORTH LINE OF LOT 1 OF SAID BLUFFS GATEWAY SUBDIVISION; THENCE N88°52'40"W, PARALLEL WITH AND 52.00 FEET DISTANT FROM SAID NORTH LINE, 17.47 FEET; THENCE S31°57'44"W, 219.62 FEET; THENCE S35°25'50"W, 54.72 FEET; THENCE S48°35'47"W, 48.62 FEET; THENCE S59°42'50"W, 58.48 FEET; THENCE S51°24'58"W, 29.78 FEET; THENCE S36°36'12"W, 10.15 FEET; THENCE S16°07'58"W, 22.48 FEET; THENCE S23°59'26"E, 54.28 FEET; THENCE S35°10'30"E, 143.86 FEET; THENCE S55°15'57"W, 192.77 FEET; THENCE S60°30'21"W, 159.39 FEET; THENCE S64°43'19"W, 21.13 FEET; THENCE N31°03'56"W, 6.31 FEET; THENCE S56°19'15"W, 26.16 FEET; THENCE S33°07'09"E, 24.14 FEET; THENCE N58°27'48"E, 25.27 FEET; THENCE N31°03'56"W, 3.73 FEET; THENCE N64°43'19"E, 20.17 FEET; THENCE N60°30'21"E, 160.63 FEET; THENCE N55°15'57"E, 190.83 FEET; THENCE S14°44'58"E, 14.85 FEET; THENCE S14°30'06"E, 69.61 FEET; THENCE S19°15'05"E, 45.52 FEET; THENCE S28°30'24"E, 19.15 FEET; THENCE S51°30'49"E, 9.55 FEET; THENCE S89°06'07"E, 3.86 FEET TO THE POINT OF BEGINNING, CONTAINING 0.42 ACRES , MORE OR LESS.

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 operation and 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 rights to operate and maintain its Facilities.

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 installed as a 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 the 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 of 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.

(Acknowledgement on following page)

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 Signature