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
OVERHEAD AND UNDERGROUND ELECTRIC EASEMENT

Folder No. 2019-5684
Work Req. No. 2019-2691624
Project No. A1175

State of Iowa
County of Pottawattamie
Section 33 NW 1/4
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 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 overhead and underground conduits, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other necessary poles, wires and 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:

PART OF SECTION 32, AND SECTION 33, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., CITY OF COUNCIL BLUFFS, POTTWAWATTAMIE COUNTY, IOWA.

EASEMENT AREA:

An overhead and underground electric easement described as follows:

AREA 1:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 45, FERRY ADDITION TO COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA; THENCE SOUTH 88° 13' 04" EAST, ON THE SOUTH LINE OF SAID BLOCK 45, 569.31 FEET; THENCE SOUTH 6° 43' 20" EAST, 15.17 FEET; THENCE NORTH 88° 13' 04" WEST, 571.54 FEET; THENCE NORTH 1° 44' 01" EAST, 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 8,556 SQUARE FEET, MORE OR LESS.

AREA 2:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 45, FERRY ADDITION TO COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA; THENCE SOUTH 88° 13' 04" EAST, ON THE SOUTH LINE OF SAID BLOCK 45, 569.31 FEET; THENCE SOUTH 6° 43' 20" EAST, 15.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 6° 43' 20" EAST, 259.48 FEET; THENCE SOUTHERLY ON A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 2,965.00 FEET, WHOSE ARC LENGTH IS 414.88 FEET, AND WHOSE CHORD BEARS SOUTH 2° 42' 49" EAST, 414.54 FEET; THENCE SOUTH 1° 17' 42" WEST, 175.08 FEET; THENCE SOUTH 0° 13' 15" WEST, 160.03 FEET; THENCE SOUTH 5° 35' 02" WEST, 40.11 FEET; THENCE SOUTH 1° 17' 42" WEST, 315.00 FEET; THENCE SOUTH 56° 01' 47" WEST, 134.59 FEET; THENCE SOUTH 42° 22' 50" WEST, 215.48 FEET; THENCE SOUTH 10° 04' 48" WEST, 30.81 FEET; THENCE SOUTH 43° 55' 29" WEST, 60.03 FEET; THENCE SOUTH 32° 49' 16" WEST, 71.84 FEET; THENCE SOUTH 45° 49' 55" WEST, 351.11 FEET; THENCE NORTH 89° 14' 45" WEST, 275.98 FEET; THENCE NORTH 0° 42' 31" EAST, 10.00 FEET; THENCE SOUTH 89° 14' 45" EAST, 271.91 FEET; THENCE NORTH 45° 49' 55" EAST, 345.79 FEET; THENCE NORTH 32° 49' 16" EAST, 71.68 FEET; THENCE NORTH 43° 55' 29" EAST, 57.96 FEET; THENCE NORTH 10° 04' 48" EAST, 30.66 FEET; THENCE NORTH 42° 22' 50" EAST, 219.57 FEET; THENCE NORTH 56° 01' 47" EAST, 130.61 FEET; THENCE NORTH 1° 17' 42" EAST, 310.20 FEET; THENCE NORTH 5° 35' 02" EAST, 40.02 FEET; THENCE NORTH 0° 13' 15" EAST, 159.65 FEET; THENCE NORTH 1° 17' 42" EAST, 175.18 FEET; THENCE NORTHERLY ON A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 2,955.00 FEET, WHOSE ARC LENGTH IS 413.47 FEET, AND WHOSE CHORD BEARS NORTH 2° 42' 49" WEST, 413.14 FEET; THENCE NORTH 6° 43' 20" WEST, 260.98 FEET; THENCE SOUTH 88° 13' 04" EAST, 10.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 24,953 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF 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. If Grantee's Facilities have to be permanently relocated due to said use of Easement Area by the Grantor, then Grantee will relocate said Facilities at Grantee's expense to an agreed upon location in a reasonable period of time (provided that an acceptable alternative location for Grantee's Facilities is reasonably available as such Facilities serve Grantee's customers). Grantor shall provide an acceptable alternate location for Grantee's Facilities and execute an easement at no cost to Grantee. The foregoing relocation provision shall not apply to relocation of Facilities that have been relocated at direction of Grantor within the previous five (5) years. Payment to Grantee for the cost of the relocation specified above and providing an acceptable alternative location for Grantee's Facilities, is a precondition to relocation of existing Facilities under said situation as specified above.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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, an Iowa municipal corporation,

By: _____

Printed: _____

Title: Mayor

By: _____

Printed: _____

Title: City Clerk

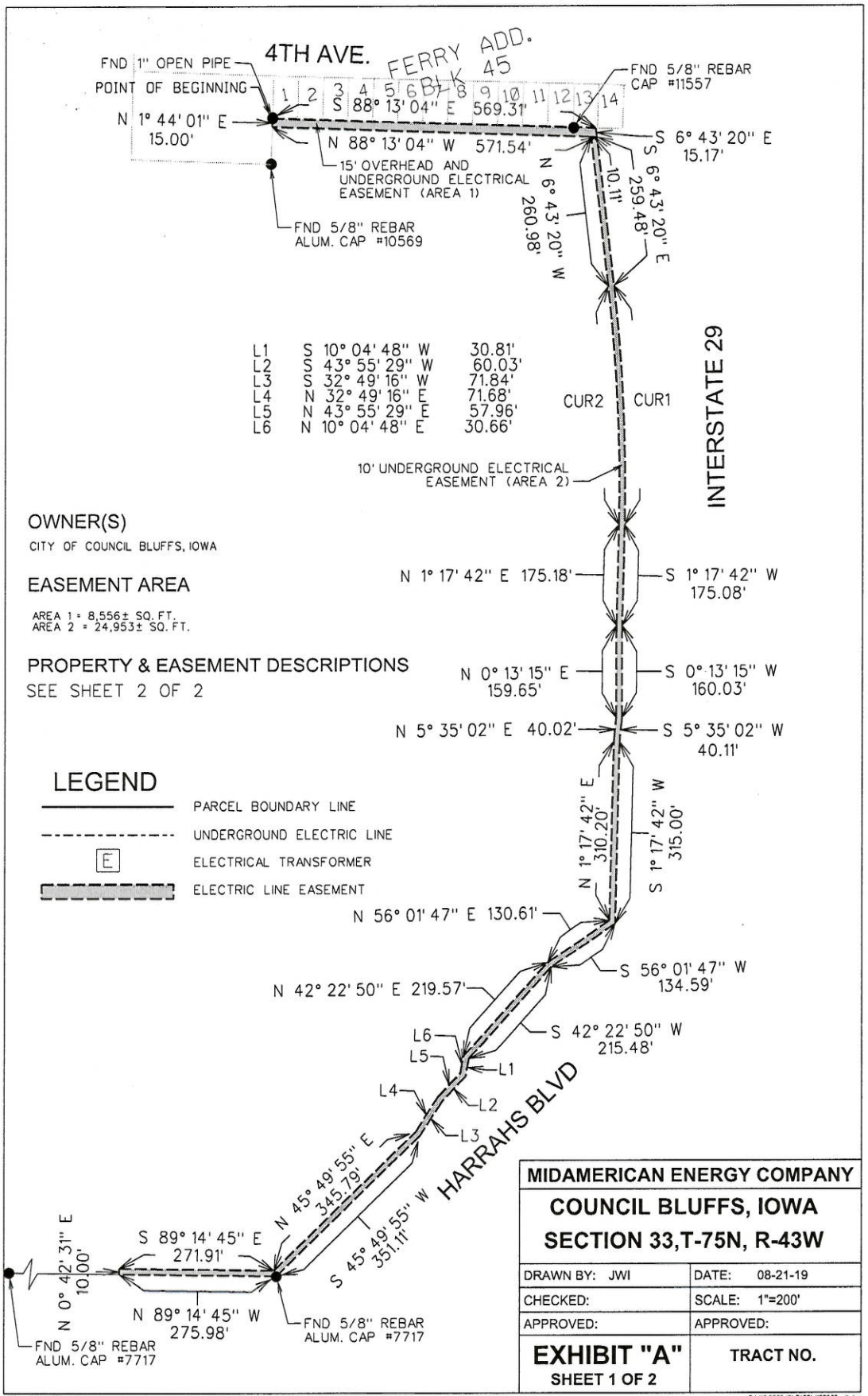
ACKNOWLEDGMENT

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)



MIDAMERICAN ENERGY COMPANY

COUNCIL BLUFFS, IOWA

SECTION 33,T-75N, R-43W

DRAWN BY: JWI	DATE: 08-21-19
CHECKED:	SCALE: 1"=200'
APPROVED:	APPROVED:

EXHIBIT "A"
SHEET 1 OF 2

TRACT NO.

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VBI_Survey

PROPERTY LEGAL DESCRIPTION

PART OF SECTION 32 AND SECTION 33, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA

ELECTRIC LINE EASEMENT DESCRIPTIONS

AREA 1:

A PART OF SECTION 33, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 45, FERRY ADDITION TO COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA; THENCE SOUTH 88° 13' 04" EAST, ON THE SOUTH LINE OF SAID BLOCK 45, 569.31 FEET; THENCE SOUTH 6° 43' 20" EAST, 15.17 FEET; THENCE NORTH 88° 13' 04" WEST, 571.54 FEET; THENCE NORTH 1° 44' 01" EAST, 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 8,556 SQUARE FEET, MORE OR LESS.

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CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
CUR1	8° 01' 02" RT	2,965.00'	414.88'	207.78'	SOUTH 2° 42' 49" EAST 414.54'
CUR2	8° 01' 02" LT	2,955.00'	413.47'	207.07'	NORTH 2° 42' 49" WEST 413.14'

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COUNCIL BLUFFS, IOWA	
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DRAWN BY: JWI	DATE: 08-21-19
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EXHIBIT "A" SHEET 2 OF 2	TRACT NO.