

PREPARED BY AND RETURN TO: COLBY HANNASCH 712-277-7581
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES 401 DOUGLAS STREET, SIOUX CITY, IA 51101

**MIDAMERICAN ENERGY COMPANY
UNDERGROUND / OVERHEAD ELECTRIC AND GAS EASEMENT**

Folder No. 103326
Work Req. No. 2881816
Project No. A1124

State of Iowa
County of Woodbury
Section 14 SE1/4
Township 89 North
Range 47 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) **Woodbury County Law Enforcement Center Authority**, a body corporate, organized and existing under and by virtue of Iowa Code Section 346.27,, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY , its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, attach, reconstruct, operate, maintain, replace or remove line(s) 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, guys, guy stubs, anchors, and for the transportation of natural gas, including but not limited to, meters, valves, support brackets, piping, line markers including other reasonably necessary equipment incident thereto (collectively "Facilities") under, upon, over, along 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:

THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) IN SECTION FOURTEEN (14), TOWNSHIP EIGHTY-NINE (89) NORTH, RANGE FORTY-SEVEN (47) WEST OF THE 5TH P.M., WOODBURY COUNTY IOWA.

EASEMENT AREA:

An underground / overhead electric and gas easement described as follows:

THE SOUTH TWENTY FEET (20) OF THE WEST TWO HUNDRED FEET (200) OF THE ABOVE DESCRIBED PARCEL OF LAND. 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, 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 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 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.

(Acknowledgments on following page)

Dated this 10th day of August, 2021

Woodbury County Law Enforcement Center Authority

By: Ron Wieck

Printed: Ron Wieck

Title: Chairman

ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Woodbury) ss

This record was acknowledged before me on August 10, 2021, by Ron Wieck as Chairman of the Woodbury County Law Enforcement center Authority.



{NotarialSeal}

Karen James
Notary Public in and for said State

EXHIBIT "A"

Legend

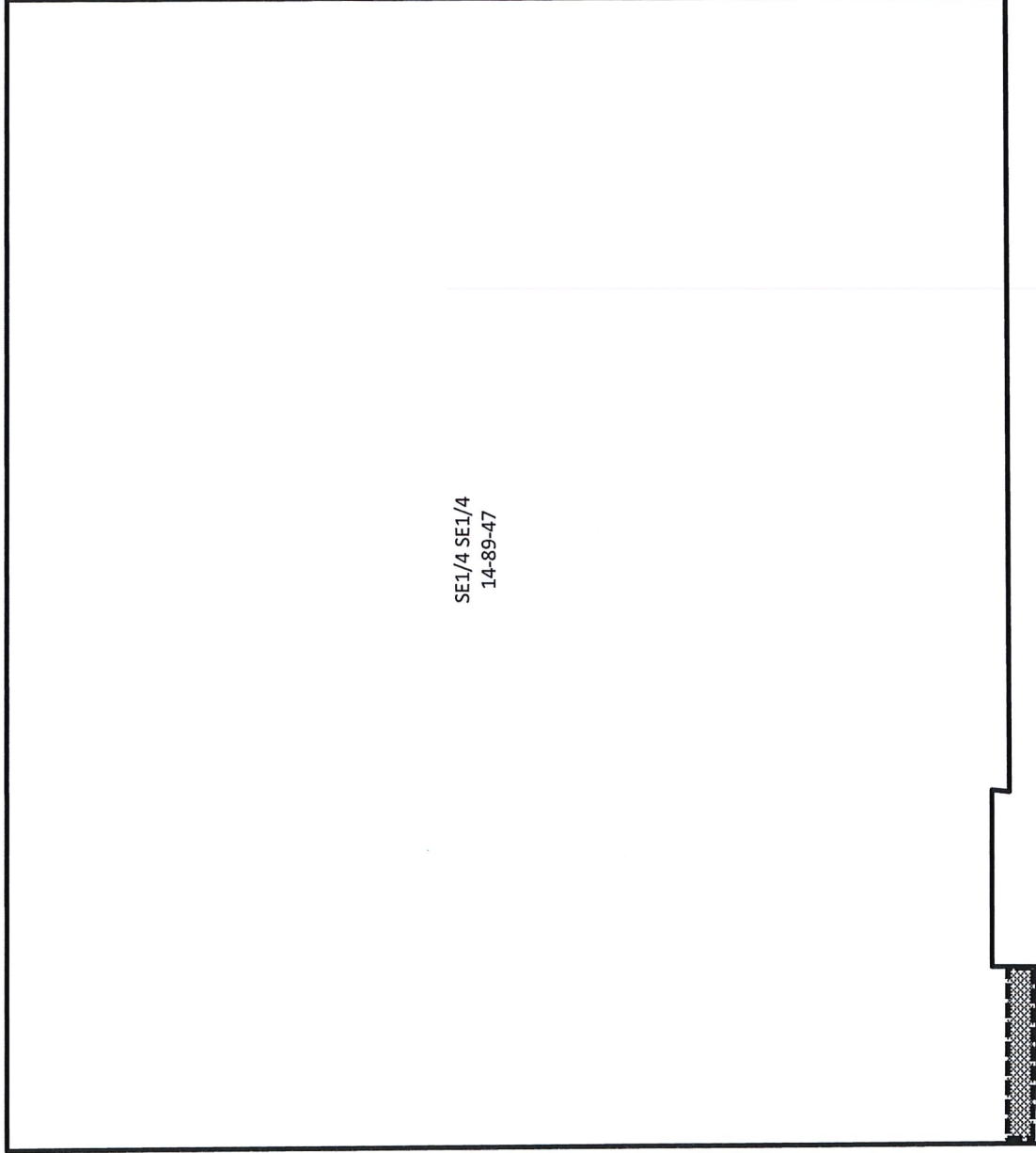
-  - Subject Property Line & ROW
-  - Easement area

Parcel Legal Description:

THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) IN SECTION FOURTEEN (14), TOWNSHIP EIGHTY-NINE (89) NORTH, RANGE FORTY-SEVEN (47) WEST OF THE 5TH P.M., WOODBURY COUNTY IOWA.

Easement Area:

THE SOUTH TWENTY FEET (20) OF THE WEST TWO HUNDRED FEET (200) OF THE ABOVE DESCRIBED PARCEL OF LAND.



28th Street

20' ±



Customer: Woodbury County Law Enforcement Center Authority
 Address: 620 Douglas Street
 City: Sioux City State: IA 51101

Scale: Not to Scale

Folder No. 103326
 Date: 4/19/2021
 Sec 14, Twp 89, Rng 47



Job Desc: New easement request for electric wire.