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PATRICK F GILL, AUDITOR AND RECORDER
WOODBURY COUNTY IOWA

STATE: IOWA
COUNTY: WOODBURY
CITY: SERGEANT BLUFF
SECTION: 32
TOWNSHIP: 88N
RANGE: 47W
PROJECT #: 2008-2051911
TYPE: UNDERGROUND ELECTRIC AND GAS

Prepared by and return to: David A. Lane, SC-3 MidAmerican Energy Company- PO Box 778, Sioux City, Iowa 51102- Ph. 712-277-7574-
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**MidAmerican Energy
Company
Underground Electric and Gas
Easement**

The undersigned owner(s), **CITY OF SERGEANT BLUFF, WOODBURY COUNTY, IOWA, an Iowa municipal corporation** ("Grantor"), in consideration of \$1.00, and other valuable consideration; receipt of which is hereby acknowledged, hereby grant (s) to MidAmerican Energy Company, an Iowa corporation, its successors and assigns, a perpetual right-of-way easement, for the purpose of constructing, reconstructing, operating, maintaining and removing underground wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including the necessary appurtenances under and on the surface of the ground, and for the purpose of constructing, reconstructing, operating, maintaining and removing a pipe line for the transportation of natural gas and all appurtenances and equipment used and useful in the transportation of natural gas, together with the right of ingress and egress and the right to clear and keep clear from the property within the easement any buildings, trees, brush, saplings, bushes, plantings or other obstructions as may be necessary for the purposes for which this easement is granted, in, under, over, across, and along the real estate located in Woodbury County, Iowa described as follows:

LEGAL DESCRIPTION:

All that part of a tract of land located in the SW ¼ of Section 32, Township 88 North, Range 47 West of the 5th Principal Meridian, now in and forming a part of Woodbury County, Iowa, said tract more particularly described as follows:

EASEMENT DESCRIPTION:

1. Lift Station Property: All that part of the following described parcels:

COMMENCING AT THE SW CORNER OF SAID SECTION 32; THENCE N 90° 00'00" E (AN ASSUMED BEARING) ALONG THE SOUTH LINE OF SW¼ OF SAID SECTION 32 FOR A DISTANCE OF 1252.01 FEET TO THE POINT OF BEGINNING; THENCE N 1° 39'31" E ALONG THE EAST RIGHT-OF-WAY LINE OF THE DRAINAGE DITCH FOR A DISTANCE OF 176.55 FEET; THENCE N 41° 26'08" E FOR A DISTANCE OF 264.62 FEET TO THE WESTERN RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S 28° 23'25" E ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAIL ROAD FOR A DISTANCE OF 426.10 FEET TO THE SOUTH LINE OF SW¼ OF SAID SECTION 32; THENCE N 90° 00'00" W ALONG THE SOUTH LINE OF SW¼ OF SAID SECTION 32 FOR A DISTANCE OF 382.82 FEET TO THE POINT OF BEGINNING.

2. Sergeant Bluff Drainage Ditch - The drainage ditch property that lies adjacent and parallel to the northwesterly and westerly line of the above described property.
3. The easement corridors shall be 15.00 feet in width, the centerline of which shall be the location of the facilities as installed.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

No building shall be constructed and/or changes shall be made in ground elevation by the grantor within the easement area without written permission from the Company indicating that said construction and/or ground elevation changes will not interfere with Company's rights to operate and maintain its facilities, subject to the following special conditions:

SPECIAL CONDITIONS:

1. Future electric lines may be located on the above described parcels upon mutual agreement between Grantor and Grantee, which mutual agreement shall not be unreasonably withheld.
2. Future electric lines will be placed outside of the fenced portion of the sanitary sewer lift station.
3. Grantee shall obtain any additional easements or agreements as needed from Northern Natural Gas or current owner, for crossing the 80-foot wide gas easement located within the Lift Station property.

Damages to property, real or personal of the undersigned, their successors and assigns, by the Company while constructing or maintaining the lines shall be paid by the Company to the party damaged.

THIS AREA INTENTIONALLY LEFT BLANK

Signed, sealed and delivered this 28th day of May 2008.

MidAmerican Energy Company

By: James Averweg
James Averweg
Vice President, Compliance and Standards

STATE OF IOWA)
) Ss.
COUNTY OF SCOTT)

This instrument was acknowledged before me on May 28, 2008 by
James Averweg, Vice President, Compliance and Standards of MidAmerican Energy Company.

(Notarial Seal)

Catherine M. Johnson
Notary Public

