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**MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>051-14</u>	State of	<u>Iowa</u>
Work Req. No.	<u>DR2446336</u>	County of	<u>Scott</u>
Project No.	<u>A1115</u>	Section	<u>20</u>
		Township	<u>78</u> North
		Range	<u>3</u> East of the 5 th 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) **Board of Park Commissions of the City of Davenport, Iowa**, 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:

The North Half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter and the West Fifteen (15) acres of the Southeast Quarter of the Northwest Quarter of Section Twenty (20), Township 78 North, Range 3 East of the 5th P.M., subject to easement granted to American Telephone and Telegraph Company of Iowa, as recorded at Page 62 of Book 78 of Land Deeds in the Office of the Recorder of Scott County, Iowa; subject also to the rights of the public highways.

And also:

The East 25 acres of the Southeast Quarter of the Northwest Quarter; the East 25 acres of the Northeast Quarter of the Southwest Quarter, the East 25 acres of the Southeast Quarter of the Southwest Quarter, all in Section Twenty (20), Township 78 North, Range 3 East of the 5th P.M.; subject to the rights of the public in highways; containing 75.753 acres, more or less; and subject to easements of record.

EASEMENT AREA:

An underground electric easement being Ten (10) feet wide by Two Hundred Seventy Three (273) feet long, more or less, described as follows:

Being a part of the Southeast Quarter of Section 20, Township 78 North, Range 3 East of the Fifth Principal Meridian in Scott County, Iowa; more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section; Thence along the East line of the Southwest Quarter, North 01 Degrees 11 Minutes 36 Seconds West, a distance of 1284.14 feet; Thence, South 88 Degrees 16 Minutes 07 Seconds West, to the West Right of Way Line of Emeis Park Drive, a distance of 30.00 feet to the point of beginning; Thence, continuing South 88 Degrees 16 Minutes 07 Seconds West, a distance of 272.58 feet; Thence, North 00 Degrees 26 Minutes 22 Seconds West, a distance of 10.00 feet; Thence North 88 Degrees 16 Minutes 07 Seconds East to the West Right of Way of said drive, a distance of 272.44 feet; Thence, along the West Right of Way of said drive, South 01 Degrees 11 Minutes 36 Seconds East, a distance of 10.00 feet, to the point of beginning.

As shown on Exhibit "A" – Attached as shown hereto and made a part hereof.

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, re-cutting, 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 and Grantee each certify that they are 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. Each party hereby agrees to defend, indemnify and hold harmless the other party 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 dispute arising under this easement, it is agreed between the parties that the law of the State of Iowa will govern the interpretation, validity and effect of this easement without regard to the

place of execution or place of performance thereof. To the fullest extent permitted by law, Grantor and Grantee each hereto waive 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. Grantor and Grantee each further waive 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)

