



Document 2020 3309

Book 2020 Page 3309 Type 06 001 Pages 6

Date 9/03/2020 Time 10:57:58AM

Rec Amt \$32.00

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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

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Prepared by and return to: Tyler Gartenberg 515-281-2334  
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY  
OPTION FOR ELECTRIC EASEMENT (Overhang and Access Only)**

|             |                      |           |                |                                  |
|-------------|----------------------|-----------|----------------|----------------------------------|
| Tract No.   | <u>MD-MS-028.000</u> | State of  | <u>IA</u>      |                                  |
| Project No. | <u>T91EN</u>         | County of | <u>Madison</u> |                                  |
|             |                      | Section   | <u>13</u>      |                                  |
|             |                      | Township  | <u>77</u>      | North                            |
|             |                      | Range     | <u>26</u>      | West of the 5 <sup>th</sup> P.M. |

**OPTION AND EASEMENT**

1. For and in consideration of the sum of Nine Hundred Forty-three Dollars and Ninety-five cents (\$943.95), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) **John J. Forey and Susan M. Sherlock, single persons**, its successors and assigns, and the undersigned tenant(s) and parties of interest (collectively the "Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), the exclusive right, for and during the period of twenty-four (24) months from the date hereof, to acquire an Electric Easement (Overhang Only) in accordance with the terms and conditions set forth herein.

For the further consideration of Three Thousand Seven Hundred Seventy-five Dollars and Eighty Cents (\$3,775.80), hereinafter referred to as an "Option", and upon exercise of said Option to acquire an Electric Easement (Overhang Only), Grantor does hereby give and grant to Grantee, pursuant to the following terms and conditions, a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove electric supply line(s) for the transmission and distribution of electric energy and for communication and electrical controls related to the Grantee's operations, adjacent to and overhanging the premises as described on the attached Exhibit "A" ("Easement Area"), and by this reference made a part hereof, including but not limited to, other reasonably necessary crossarms, ground rods, electric supply line(s), insulators and other appurtenances (BUT NO RIGHT OR PRIVILEGE TO PLACE POLES, TOWERS OR OTHER PERMANENT STRUCTURES IN CONTACT WITH THE EARTH WITHIN THE EASEMENT AREA DESCRIBED) (collectively "Facilities"), together with the right to extend to any other party the use, jointly with the Grantee, of any structure(s) placed pursuant to the terms hereof, such lines to form a part of an electric distribution and transmission system and including the right of ingress and egress to and from the same including but not limited to temporary Facilities and roadways, and all the rights and privileges incident and necessary to the enjoyment of this easement.

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA: See attached Exhibit "A"

2. Grantee shall have the irrevocable right, commencing upon the date of the exercise of this Option, to survey the property; to conduct engineering and associated investigations including, but not limited to, core boring and soil testing; to cut down, trim, spray or remove any trees or other vegetation growing in or adjacent to said Easement Area which, in the judgment of Grantee, may interfere with or endanger said Facilities (including, but not limited to, the right to cut down or trim any dead, weak, leaning or dangerous trees that are located outside the Easement Area that pose a current or future risk to fall or strike the wires or any other part of the Facilities); and to install access gates to said Easement Area in the fences on the property of Grantor.

3. In consideration of such grant, Grantee agrees that it will (i) pay for any damage to the crops of Grantor and (ii) repair physical damage to Grantor's fences, drainage tile, or other tangible property, real or personal, to the extent such damage referenced in (i) or (ii) above is caused by Grantee's 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). For any such repairs required to be made by Grantee hereunder, Grantee agrees to repair such damaged property to the approximate condition of such property existing immediately before being damaged, to the extent reasonably practicable. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area as described in paragraph 2 is expected and not considered damage to the Grantor.

4. Subject to the rights of the Grantee granted herein, Grantor shall have the right to cultivate, use and occupy the land. No brush or other flammable materials shall be deposited, or accumulated or burned within the Easement Area.

5. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, including but not limited to fences, trees, plants, wells or other objects on the Easement Area described herein, 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.

6. Upon exercise of the Option, all the foregoing provisions shall constitute the easement granted to the Grantee by Grantor.

#### **LICENSE DURING THE PERIOD OF THE OPTION**

7. During the period of the Option, Grantee shall have the irrevocable right, commencing upon the date of the execution of this instrument, to survey the property; to conduct engineering and associated investigations including, but not limited to, core boring and soil testing; to cut down, trim, spray or remove any trees and shrubs growing in or adjacent to the Easement Area as may be necessary, in the judgment of Grantee, to conduct the aforementioned surveys and investigations; and of ingress and egress over said land of Grantor.

8. In consideration of such grant, Grantee agrees that it will pay for any damage to crops and will repair any damage which may be caused to fences, drainage tile, or other property, real or personal, of the Grantor to the extent caused by Grantee's activities on the property during the period of the Option. For any such repairs required to be made by Grantee hereunder, Grantee agrees to repair such damaged property to the approximate condition of such property existing immediately before being damaged, to the extent reasonably practicable.

9. Subject to the rights of the Grantee granted herein, Grantor shall have the right to cultivate, use and occupy the land. No brush or other flammable materials shall be deposited, or accumulated or burned within the Easement Area.

10. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, including but not limited to fences, trees, plants, wells or other objects on the Easement Area described herein, 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.

#### **EXTENSION OF OPTION**

11. The Grantee shall have the right, at its sole option, to extend the Option for a period of twelve (12) months; by providing written notice to Grantor; said extension shall commence immediately upon expiration of the original Option. Consideration for said extension shall be One Thousand Dollars and No Cents (\$1,000.00), and shall be payable at the time of such extension.

#### **EXERCISE OF OPTION**

12. The Option shall be deemed exercised by Grantee, and the easement rights agreed upon herein shall be deemed granted, upon the recording of a Notice of Exercise of Option in the office of the Recorder of Deeds in the county in which the property is situated. A copy of the Notice of Exercise of Option shall be deposited in the United States mail in a prepaid sealed envelope addressed to Grantor at their last known address. A check, payable to Grantor in the amount of the further consideration stated above, shall accompany the Notice of Exercise of Option to the Grantor first above named.

#### **TERMINATION OF OPTION**

13. If the Grantee shall not elect to exercise the Option, or shall fail to exercise same within the time(s) hereinbefore provided, the Option shall terminate without further action and all rights granted hereunder shall become null and void.

14. It is mutually understood and agreed that this instrument covers all of the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying or changing the terms hereof.

#### **NOTICE TO ANY SUBSEQUENT PURCHASER OF THE PROPERTY**

15. The rights to further consideration in this Option are considered to belong to the Grantor. For the Grantee to recognize any assignment of those rights to a subsequent purchaser of this land there must be a valid written assignment of those rights by the Grantor and a copy of that assignment must be provided to the Grantee before the Option is exercised.

16. 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.

17. Each of the provisions of this Option shall be enforceable independently of any other provision of this Option 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 Option, it is agreed between the parties that the law of the jurisdiction and location where this Option is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this Option without regard to the place of execution or place of performance thereof, or any conflicts of 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 OPTION. 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.

18. 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 Option, Grantor voluntarily gives up any right to this protection for this property with respect to claims based upon this Option.

Signed, sealed and delivered this 25 day of July, 2020.  
OWNER: [Signature]  
John J. Forey  
[Signature]  
Susan M. Sherlock

TENANT:  
\_\_\_\_\_

**OWNER ACKNOWLEDGEMENT**

STATE OF Iowa )  
COUNTY OF Polk ) ss

This record was acknowledged before me on July 25, 2020, by John J. Forey, a single person.



[Signature]  
Signature of Notary Public

**OWNER ACKNOWLEDGEMENT**

STATE OF Iowa )  
COUNTY OF Polk ) ss

This record was acknowledged before me on July 25, 2020, by Susan M. Sherlock, a single person.



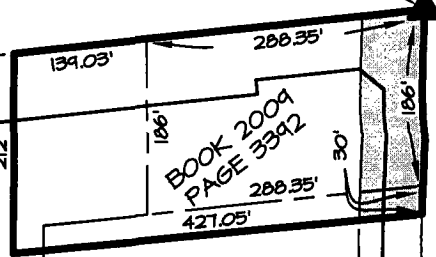
[Signature]  
Signature of Notary Public

R-26W

LOT 4

NE CORNER  
13-TT-26

Cumming Rd. / Co. Hwy G4R



65.0' ELECTRIC LINE  
EASEMENT -- SEE  
DETAIL ON SHEET 2

T-77N

LOT 4

LOT 5

LOT 6

LOT 7






Warren Ave.

ROLLING ACRES

LOT 8

SE CORNER  
NE 1/4, NE 1/4  
13-TT-26

### LEGEND

-  PARCEL BOUNDARY LINE
-  PROPOSED TRANSMISSION CENTERLINE
-  LOT / SECTION LINES
-  ELECTRIC LINE EASEMENT
-  SECTION CORNER

### EASEMENT AREA

0.08± ACRES IN ADDITION TO  
EXISTING ROAD RIGHT-OF-WAY

### OWNER

JOHN J. FOREY &  
SUSAN M. SHERLOCK

NORTH



### PROPERTY & EASEMENT DESCRIPTIONS

SEE SHEET 2 OF 2

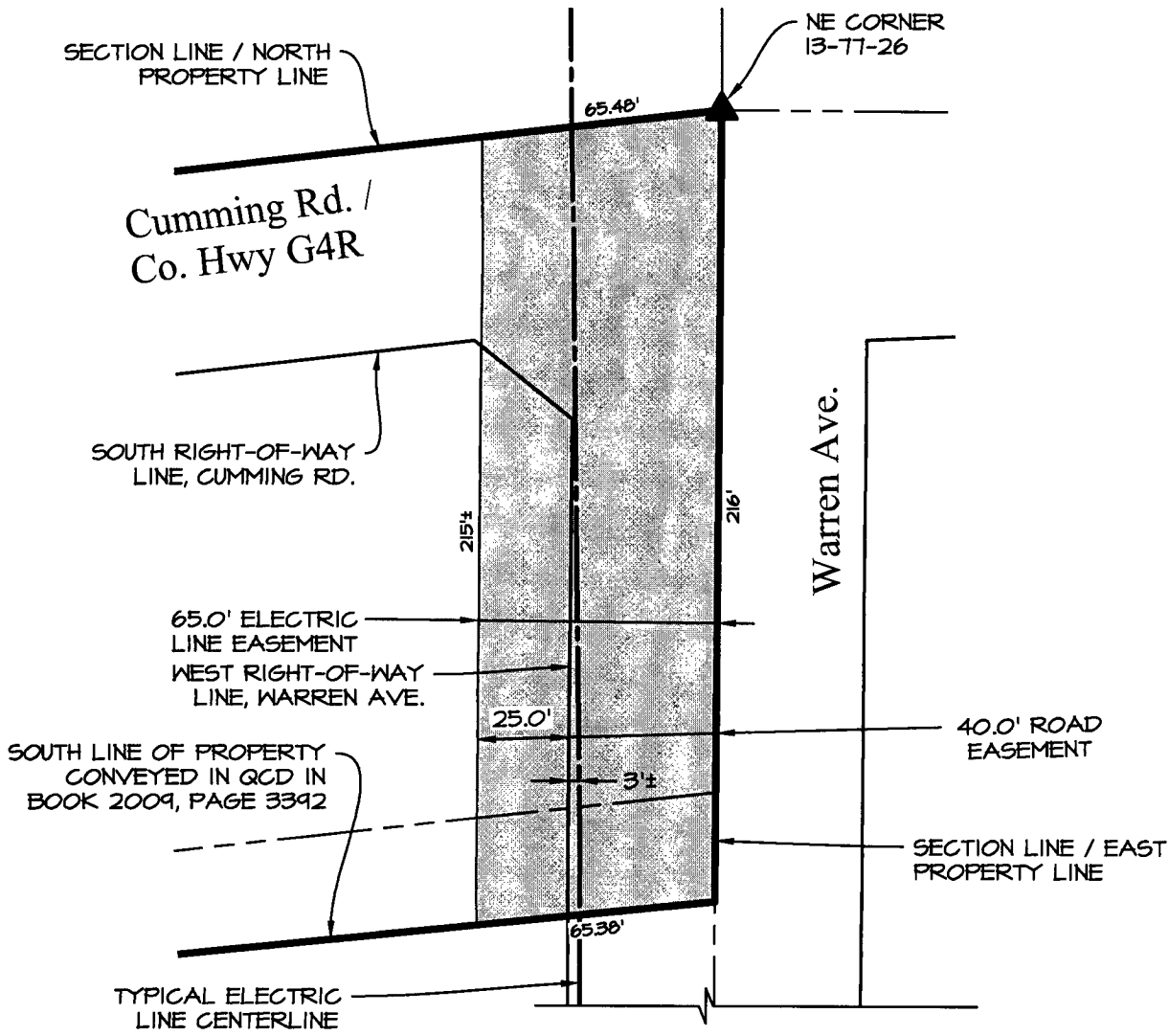
|  |                  |
|--|------------------|
| MIDAMERICAN ENERGY COMPANY                 |                  |
| MADISON COUNTY<br>SECTION 13, T-77N, R-26W |                  |
| DRAWN BY: MMD                              | DATE: 05-20-19   |
| CHECKED: PJS                               | SCALE: 1" = 200' |
| APPROVED:                                  |                  |
| EXHIBIT "A"                                | MD-MS-028.000    |
| SHEET 1 OF 2                               |                  |

# PROPERTY DESCRIPTION

THE EAST 288.35 FEET OF THE NORTH 186 FEET OF THE NORTHEAST QUARTER (1/4) OF SECTION THIRTEEN (13), IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, AND A PART OF LOTS SIX (6), AND SEVEN (7) OF ROLLING ACRES PLAT, AN OFFICIAL PLAT OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 288.35 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (1/4), THENCE SOUTH 85°00' WEST, 139.03 FEET, THENCE SOUTH 212 FEET, THENCE NORTH 85°32' EAST 427.05 FEET, THENCE NORTH 30 FEET, THENCE SOUTH 85°00' WEST 288.35 FEET, THENCE NORTH 186 FEET ALONG THE EAST LINE OF LOT SIX (6) TO THE POINT OF BEGINNING.

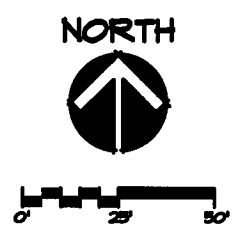
# ELECTRIC LINE EASEMENT DESCRIPTION

BEGINNING AT THE NE CORNER OF SECTION 13, T-77N, R-26W OF THE 5TH P.M., MADISON COUNTY, IOWA; THENCE WEST, 65.48 FEET ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 13 TO A POINT THAT LIES 65.0 FEET WEST OF THE EAST LINE OF SAID SECTION 13; THENCE SOUTH, 215 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE PROPERTY CONVEYED IN A CORRECTED QUIT CLAIM DEED IN BOOK 2009, PAGE 3392; THENCE EASTERLY, 65.38 FEET ALONG SAID SOUTH PROPERTY LINE TO A POINT ON THE EAST LINE OF SAID SECTION 13; THENCE NORTH 216 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 0.32 ACRES, MORE OR LESS, WHICH INCLUDES 0.24 ACRES, MORE OR LESS, OF EXISTING ROAD RIGHT-OF-WAY.



**EASEMENT DETAIL**  
SCALE: 1" = 50'

**OWNER**  
JOHN J. FOREY &  
SUSAN M. SHERLOCK



|  |                 |
|--|-----------------|
| <b>MIDAMERICAN ENERGY COMPANY</b>          |                 |
| MADISON COUNTY<br>SECTION 13, T-77N, R-26W |                 |
| DRAWN BY: MMD                              | DATE: 05-20-19  |
| CHECKED: PJS                               | SCALE: 1" = 50' |
| APPROVED:                                  |                 |
| <b>EXHIBIT "A"</b>                         | MD-MS-028.000   |
| SHEET 2 OF 2                               |                 |