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AUD \$         
R.M.F. \$ 5.00

FILED NO. 6340  
BOOK 2003 PAGE 6340  
2003 OCT 21 PM 2: 21

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RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>

WICKI LUTSLER  
RECORDER  
MADISON COUNTY, IOWA

Prepared by and return to: Jim J. Bunkers - MidAmerican Energy Company - Right of Way Se PO Box 446 Adair, IA 50002 800-891-6860

## MIDAMERICAN ENERGY COMPANY OPTION FOR ELECTRIC LINE EASEMENT

Tract No. IA-MD-017.000

State of Iowa, County of Madison

Legal Description: T77N, R29W, Section No. 11, of the 5<sup>th</sup> P.M.

Project No. B88

### OPTION AND EASEMENT

The undersigned owner(s), Marcella C. McCleary and R. La Vere McCleary, wife and husband, and Marvin Morford Revocable Trust and the undersigned tenant(s), David Koch, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of Two Thousand Eight Hundred Twenty-Nine and 60/100 (\$2,829.60) receipt of which is hereby acknowledged, grant to MIDAMERICAN ENERGY COMPANY, an Iowa corporation, its successors and assigns, hereinafter referred to as "Company", the right, for and during the period of twenty-four (24) months from the date hereof, to acquire for the further consideration of Eleven Thousand Three Hundred Eighteen and 40/100 (\$11,318.40), hereinafter referred to as an "Option", upon exercise of said Option and as hereinafter agreed to, a perpetual right-of-way easement upon, over, under, across, and along the land situated in the County of Madison, State of Iowa, and as more specifically described and shown on the attached Exhibit A, and by this reference made a part hereof.

This right of way grant is for the purposes of constructing, reconstructing, patrolling, operating, maintaining and removing electric lines to be located on said premises, including the necessary pole structures, wires, and other appurtenances for the transmission of electric energy and communications, together with the power to extend to any other party the right to use, jointly with the Company, any structure placed pursuant to the terms hereof, such lines to form a part of an electric transmission system.

Consideration shall be paid to Grantor by Company to place no more than 3 pole structure(s) on said right-of-way. If the Company elects to place additional pole structures on said right-of-way, Company shall compensate Grantor the amount of Two thousand five hundred dollars (\$2,500.00) per additional pole structure.

Grantor Initial MM M Mc  
Revised 07-21-03  
Revision 10

Company 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 trim or remove any trees or other vegetation growing in said easement area which, in the judgment of Company, may interfere with or endanger said electric lines; to install access gates to said easement area in the fences on the property of Grantor, and of ingress and egress over said land.

Damages to fences, livestock, crops or other property of Grantor, their successors and assigns, by Company while exercising any of the rights granted herein shall be paid by Company to the party damaged.

Subject to the rights of Company hereunder, Grantor shall have the right to cultivate, use and occupy the easement area hereinbefore described except that no structure or object, permanent or temporary, shall be erected, no wells shall be drilled, no storage of materials of any kind, nor shall any ground elevation changes be made, on said easement area without the written consent of Company, that no brush or other inflammable materials shall be deposited or accumulated or burned upon said easement area, and that no act shall be performed which violates the clearance requirements of the National Electrical Safety Code and/or the rules of the Iowa Utilities Board or its successor.

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

#### **LICENSE**

During the period of the Option granted herein, Company 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 and spray any trees and shrubs growing in or adjacent to the above-described easement area as may be necessary, in the judgment of Company, to conduct the aforementioned surveys and investigations; and of ingress and egress over said land of Grantor.

Damages to fences, livestock, crops or other property of Grantor, their successors and assigns, by Company while exercising any of the rights granted herein shall be paid by Company to the party damaged.

Subject to the rights of Company hereunder, Grantor shall have the right to cultivate, use and occupy the easement area hereinbefore described except that no structure or object, permanent or temporary, shall be erected, no wells shall be drilled, no storage of materials of any kind, nor shall any ground elevation changes be made, on said easement area without the written consent of Company, that no brush or other inflammable materials shall be deposited or accumulated or burned upon said easement area, and that no act shall be performed which violates the clearance requirements of the National Electrical Safety Code and/or the rules of the Iowa Utilities Board or its successor.

Grantor Initial MM M MC  
Revised 07-21-03  
Revision 10 LMC

**EXTENSION OF OPTION**

The Company shall have the right, at the sole option of the Company, to extend the herein granted Option for a period of six months; said extension shall commence immediately upon expiration of the original Option. Consideration for said extension shall be Five hundred dollars (\$500.00), and shall be payable at the time of such extension.

**EXERCISE OF OPTION**

The Option granted herein shall be deemed exercised by Company, 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**

If the Company shall not elect to exercise the Option herein, 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.

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.

Signed, sealed and delivered this 23<sup>rd</sup> day of September, 2003.

OWNER:

*Marvin Morford*  
Marvin Morford Revocable Trust

*Marcella G. McCleary*  
Marcella G. McCleary

*R. La Vere McCleary*  
R. La Vere McCleary

TENANT:

*David A. Koch*  
David A. Koch

Grantor Initial *MM M Mc*  
Revised 07-21-03  
Revision 10 *JMC*

**INDIVIDUAL BY TRUSTEE ACKNOWLEDGMENT**

STATE OF Iowa )  
 )SS  
COUNTY OF Madison )

On this 23<sup>rd</sup> day of September, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marvin  
Morford and \_\_\_\_\_, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that the person(s), as the fiduciary, executed the instrument as the voluntary act and deed of the person(s) and of the fiduciary.

(Seal)

  
\_\_\_\_\_  
Notary Public in the State of Iowa



Carl Speed  
Iowa Notarial Seal  
Commission number 721261  
My Commission Expires 03/07/06

**ACKNOWLEDGMENT**

STATE OF Iowa )  
COUNTY OF Madison )SS

In the case of natural persons acting on their own right:

On this 24<sup>th</sup> day of September, A.D. 2003, before me, a Notary Public in and for the State of Iowa, personally appeared Marcella C. McHenry, R. Barbara McHenry and David A. Koch

\_\_\_\_\_ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/~~she~~/they executed the name as ~~his/her~~ their voluntary act and deed.

(Seal)



Carl Speed  
Iowa Notarial Seal  
Commission number 721261  
My Commission Expires 03/07/06

A handwritten signature in black ink, appearing to be "Carl Speed", written over a horizontal line.

Notary Public in the State of Iowa

**Exhibit A**  
**Page 1 of 3**

An electric line easement as depicted on attached parcel map, over, under and across that part of the SW ¼ of the SW ¼ and part of the SE ¼ of the SW ¼ of Section 11, in Township 77 North of Range 29 West of the 5th P.M. in Madison Co., Iowa and further described as follows:

**Property Legal Description**

The North one-half (N1/2) of the Southwest Quarter (SW1/4) of Section Eleven (11) Township Seventy-Seven (77) North, Range Twenty-Nine (29) West of the 5th P.M., Madison County, Iowa and The South one-half (S1/2) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Seventy-Seven (77) North, Range Twenty-Nine (29) West of the 5th P.M., Madison County, Iowa. EXCEPT Parcel "B" located in the Southwest Quarter (SW1/4) of Section Eleven (11), Township Seventy-Seven (77) North, Range Twenty-Nine (29) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the Southwest corner of said Southwest Quarter (SW1/4), thence North 00° 00' East 944.1feet on the South line thereof to the point of beginning; thence North 02° 15' West 588.8 feet; thence North 89° 48' East 170.5 feet; thence South 05° 51' East 237.9 feet; thence North 89° 59' East 496.2 feet; thence South 02° 31' East 378.7 feet to the South line of said Southwest Quarter (SW1/4); thence South 90° 00' West 683.8 feet to the point of beginning containing 6.64 acres, more or less, subject to easements of record.

**Electric Line Easement Legal Description**

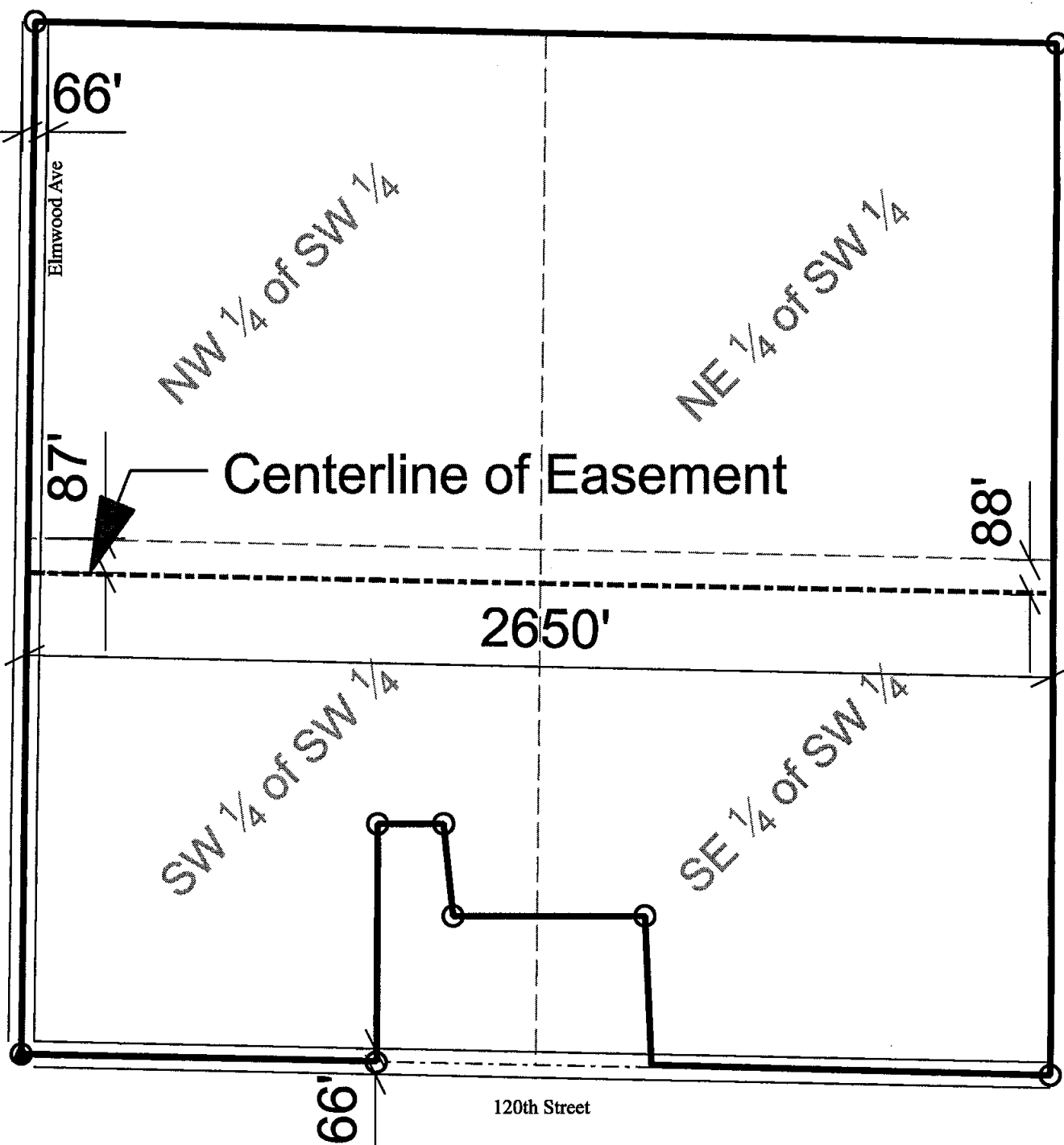
That part of the above described tract of land being a continuous strip of land, 100 feet wide, situated fifty feet on each side of the following described centerline: Beginning at a point approximately 87 feet South along apparent West line from the apparent NW corner of the SW ¼ of the SW ¼ of Section 11; thence generally Easterly with said centerline for a distance of approximately 2650 feet to a point on the apparent East line of said tract, said point being approximately 88

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South from the apparent NE corner of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 11.

The sidelines of said easement shall be considered lengthened or shortened to terminate at the property lines.

Note: All measurements are approximate.



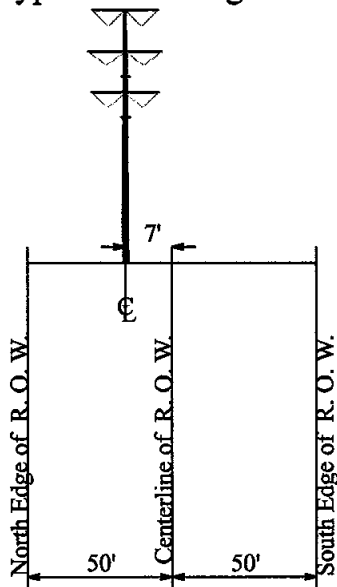
\*ALL DIMENSIONS ARE APPROXIMATE DISTANCES

**Owner**

Marcella C. McCleary and  
Marvin Morford Revocable Trust

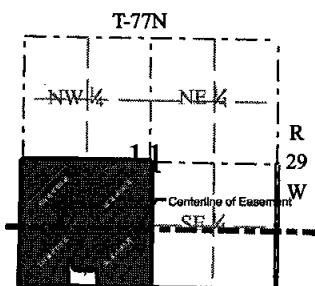
Marvin Morford Revocable Trust  
Marcella C. McCleary  
1184 Creamery Road  
Dexter, IA 50070

**Typical Pole Alignment**



**Legend**

- Section Line & 1/4 Section Line
- 1/4 1/4 Section Line
- Property Line
- Property Corner
- ▲ Section Corner
- XXXXXX Easement



North



0 100 200 400

**MidAmerican Energy Company**

Drawn By: JFT	Date: 8/7/03
Rev:	Date:
Rev:	Date:
Rev:	Date:

Madison County  
Section 11, T-77N, R-29W

Exhibit A  
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Tract Number  
IA-MD-017.000