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MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

COMPUTER
RECORDED
COMPARED

Prepared by and return to: Brian Knights, MidAmerican Energy Company, Right of Way Services
515-281-2203 P.O. Box 657, Des Moines, Iowa 50303

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

Tract No. MD-007.000

State of Iowa, County of Madison

Short Legal Description: Pt. of Gov't lot(s) 3, 4, 5, and 7 in Section 6-77-26

Project No. 32162

OPTION AND EASEMENT

The undersigned owner(s), Judy Broxmeyer, a single person and the undersigned tenant(s), (none), collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of five hundred dollars (\$500.00) 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 zero dollars (\$0.00), 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, wires, and other appurtenances (**BUT INCLUDING NO RIGHT OR PRIVILEGE TO PLACE PERMANENT POLES, TOWERS OR OTHER STRUCTURES IN CONTACT WITH THE EARTH WITHIN THE PREMISES DESCRIBED**), for the transmission and distribution 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 and distribution system.

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.

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 30th day of June, 2005.

GRANTOR/OWNER:

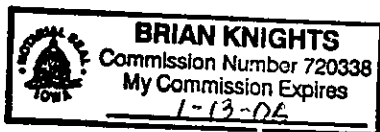
Judy Broxmeyer
Judy Broxmeyer

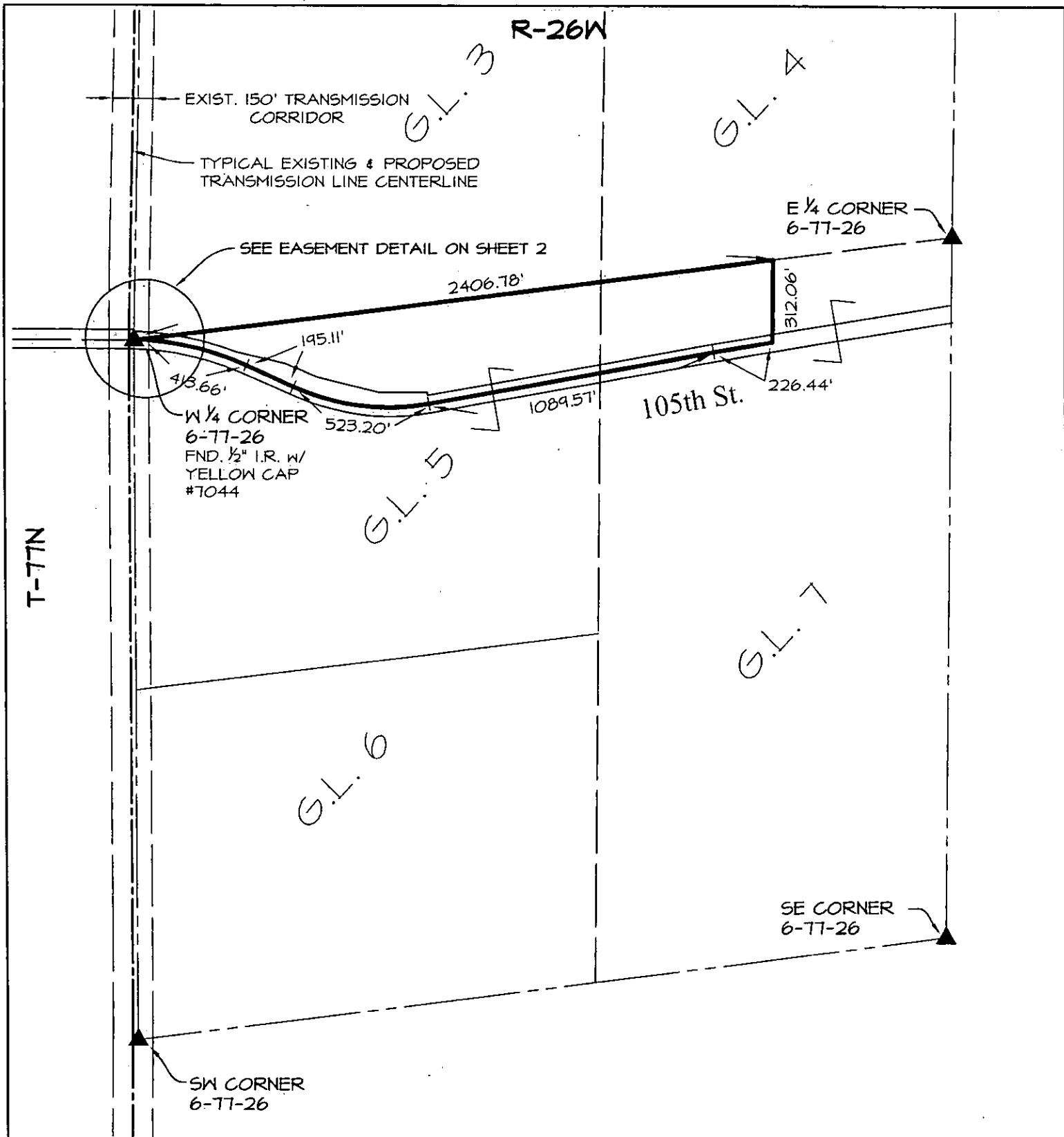
ACKNOWLEDGEMENT

STATE OF Iowa }
COUNTY OF Madison } ss

On this 30th day of June 2005, before me, a Notary Public, personally appeared Judy Broxmeyer, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as a voluntary act and deed.

[Signature]
Notary Public in and for said State





OWNER
JUDY BROXMEYER (T)

LEGEND

- SECTION LINE
- 1/4 SECTION & 1/4, 1/4 SECTION LINE
- ELECTRIC LINE EASEMENT
- TYPICAL TRANSMISSION LINE CENTERLINE
- (T) TITLE HOLDER
- ▲ LAND CORNER

LEGAL DESCRIPTIONS
SEE SHEET 2 OF 2

NORTH



MIDAMERICAN ENERGY COMPANY

MADISON COUNTY
SECTION 6, T-77N, R-26W

DRAWN BY: MMD DATE: 6-28-05

CHECKED: PJS SCALE: 1" = 500'

APPROVED: APPROVED:

EXHIBIT "A"

SHEET 1 OF 2

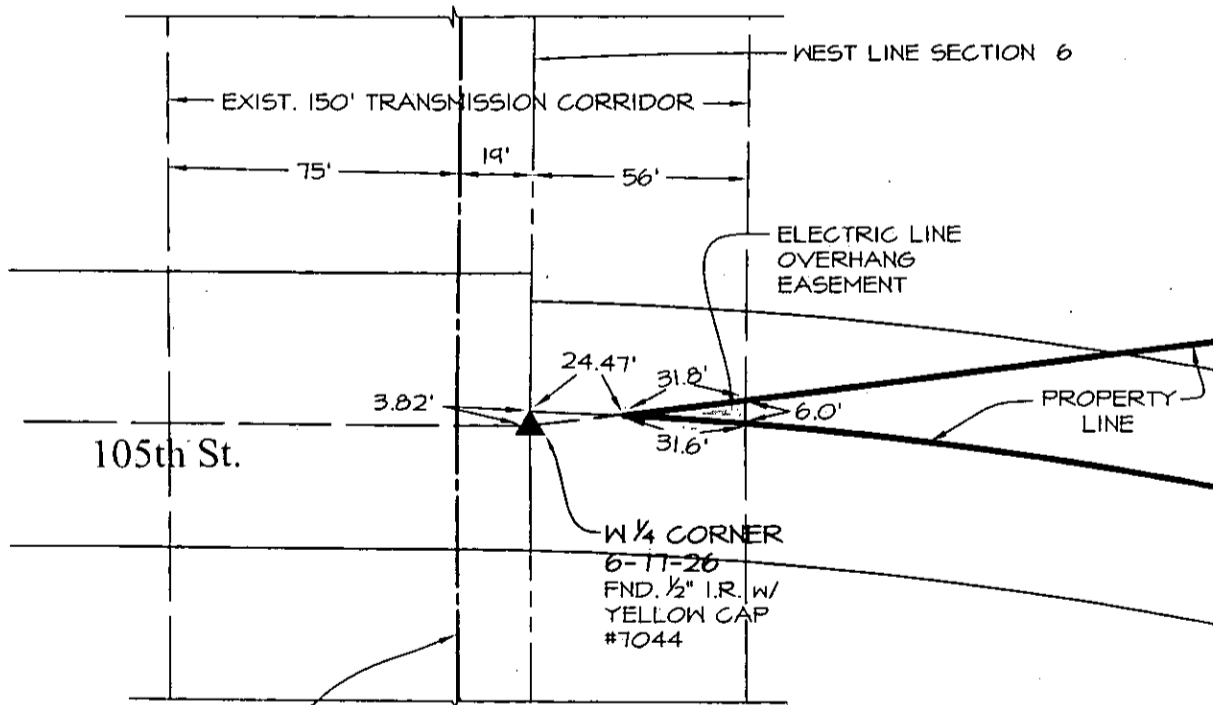
TRACT NO.
MD-007.000
BN TRANS

PROPERTY LEGAL DESCRIPTION

A TRACT OF LAND INCLUDING PARTS OF GOVERNMENT LOTS FIVE (5) AND SEVEN (7) IN SECTION SIX (6), IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER (1/4) CORNER OF SAID SECTION SIX (6); THENCE NORTH 00° 16' 01" WEST 3.82 FEET ALONG THE WEST LINE OF SAID SECTION SIX (6) TO THE APPROXIMATE CENTERLINE OF THE EXISTING COUNTY ROAD AND THE INTERSECTION OF THE FENCE LINE ON THE NORTH LINE OF SAID GOVERNMENT LOT FIVE (5); THENCE SOUTH 88° 21' 51" EAST 24.47 FEET ALONG THE CHORD OF A CURVE TO THE RIGHT OF SAID COUNTY ROAD HAVING A RADIUS OF 1102.98 FEET AND A DELTA OF 01° 16' 17" TO THE POINT OF BEGINNING; THENCE NORTH 82° 13' 33" EAST 2406.78 FEET ALONG THE NORTH LINE OF GOVERNMENT LOTS FIVE (5) AND SEVEN (7); THENCE SOUTH 312.06 FEET TO A POINT ON THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD; THENCE SOUTH 79° 54' 02" WEST 226.44 FEET ALONG SAID CENTERLINE; THENCE SOUTH 79° 13' 16" WEST 1084.57 FEET ALONG CENTERLINE TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 868.57 FEET AN ARC LENGTH OF 523.20 FEET TO A POINT OF TANGENT; THENCE NORTH 66° 14' 32" WEST 195.11 FEET ALONG SAID CENTERLINE TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1102.98 FEET AN ARC LENGTH OF 413.66 FEET TO THE POINT OF BEGINNING, AND CONTAINING 15.59 ACRES MORE OR LESS.

ELECTRIC LINE OVERHANG EASEMENT LEGAL DESCRIPTION

COMMENCING AS A POINT OF REFERENCE AT THE W 1/4 CORNER OF SECTION 6, T-77N, R-26W OF THE 5TH P.M., MADISON COUNTY, IOWA, THENCE N00°16'01"W ALONG THE WEST LINE OF SAID SECTION 6, 3.82 FEET TO THE APPROXIMATE CENTERLINE OF THE EXISTING COUNTY ROAD; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1102.98 FEET, A CHORD BEARING OF S88°21'51"E, AN ARC LENGTH OF 24.47 FEET TO THE POINT OF BEGINNING; THENCE N82°13'33"E ALONG THE NORTH LINE OF GOVERNMENT LOT 3 IN SAID SECTION 6, 31.8 FEET TO A POINT THAT LIES 56.0 FEET EAST OF THE WEST LINE OF SAID SECTION 6; THENCE S00°16'01"E ALONG A LINE THAT LIES PARALLEL TO AND 56.0 FEET EAST THE WEST LINE OF SAID LOT 6, 6.0 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1102.98 FEET, A CHORD BEARING OF N86°54'28"W, AN ARC LENGTH OF 31.6 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 0.002 ACRES, MORE OR LESS, AND LIES ENTIRELY IN EXISTING COUNTY ROAD RIGHT-OF-WAY.



TYPICAL EXISTING AND PROPOSED TRANSMISSION LINE CENTERLINE

EASEMENT DETAIL
SCALE: 1" = 50'

MIDAMERICAN ENERGY COMPANY	
MADISON COUNTY SECTION 6, T-77N, R-26W	
DRAWN BY: MMD	DATE: 6-28-05
CHECKED: PJS	SCALE:
APPROVED:	APPROVED:
EXHIBIT "A"	TRACT NO. MD-002.000 BN TRANS
SHEET 2 OF 2	