

Document 2005 3599

Book 2005 Page 3599 Type 06 001 Pages 6
Date 8/01/2005 Time 11:49 AM
Rec Amt \$32.00

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

COMPUTER	✓
RECORDED	✓
COMPARED	✓

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

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

Tract No. MD-005.R049

State of Iowa, County of Madison

Legal Description: Pts. Of SW ¼ & NW ¼ 15-77-26

Project No. 32162

OPTION AND EASEMENT

The undersigned owner(s), **Vincent King and Mabel King, husband and wife** and the undersigned tenant(s), NONE, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of One Thousand Dollars (\$1,000), 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 Four Thousand Dollars (\$4,000.00), 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 18th day of July, 2005

GRANTOR/OWNER:

Vincent King
Vincent King

Mabel King
Mabel King

GRANTOR/TENANT:

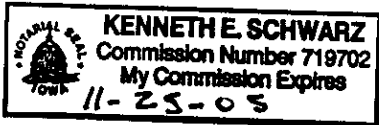
NA

ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF MADISON) ss

On this 18th day of July 2005, before me, a Notary Public, personally appeared Vincent King and Mabel King, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as a voluntary act and deed.

Kenneth E Schwarz
Notary Public in and for said State

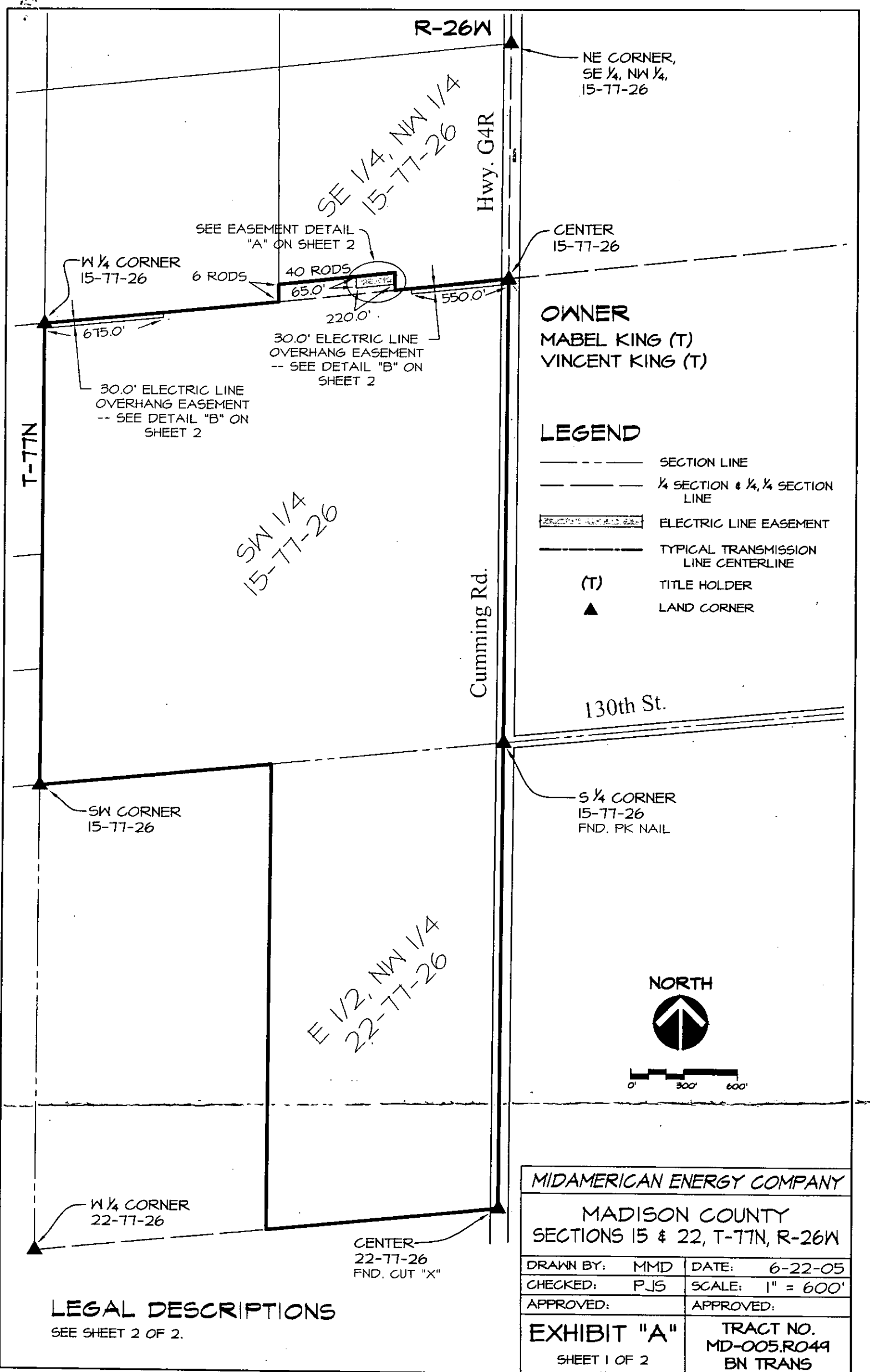


TENANT ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF MADISON) ss

On this _____ day of _____ 2005, before me, a Notary Public, personally appeared _____, to me known to be the person who is named in and who executed the foregoing instrument, and acknowledged that he executed the same as a voluntary act and deed.

Notary Public in and for said State



OWNER
 MABEL KING (T)
 VINCENT KING (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

NORTH



MIDAMERICAN ENERGY COMPANY

MADISON COUNTY
 SECTIONS 15 & 22, T-77N, R-26W

DRAWN BY: MMD DATE: 6-22-05

CHECKED: PJS SCALE: 1" = 600'

APPROVED: APPROVED:

EXHIBIT "A"
 SHEET 1 OF 2

TRACT NO.
 MD-005.R049
 BN TRANS

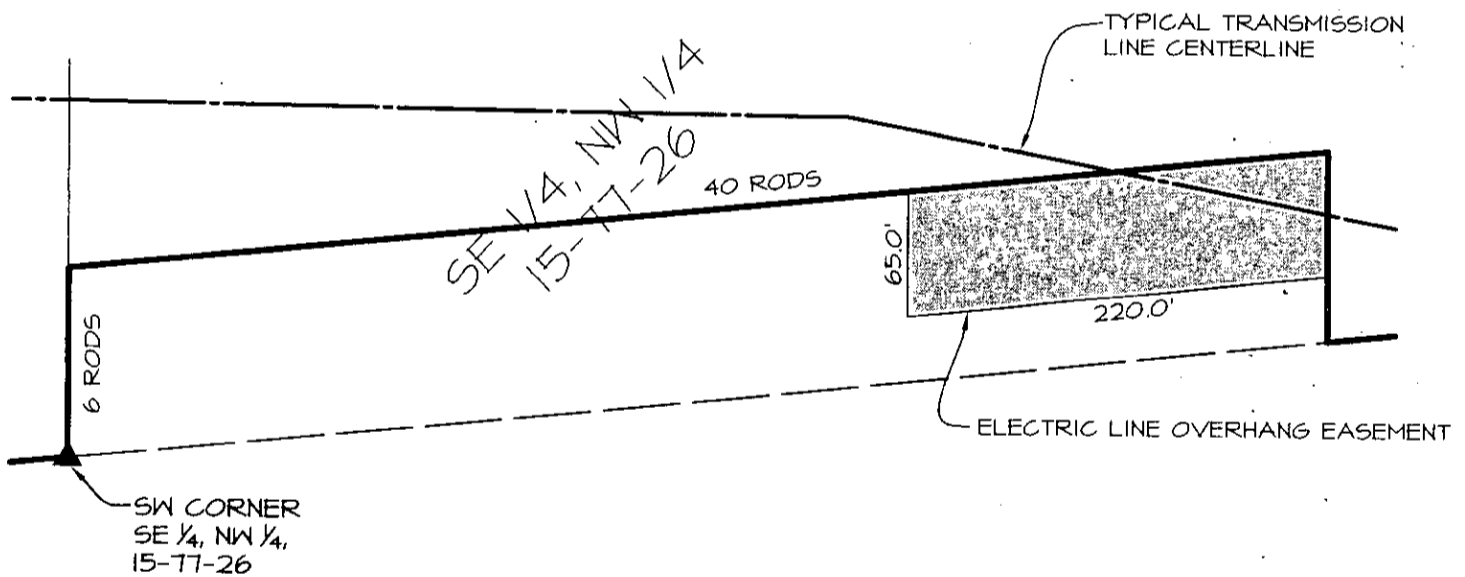
LEGAL DESCRIPTIONS
 SEE SHEET 2 OF 2.

PROPERTY LEGAL DESCRIPTION

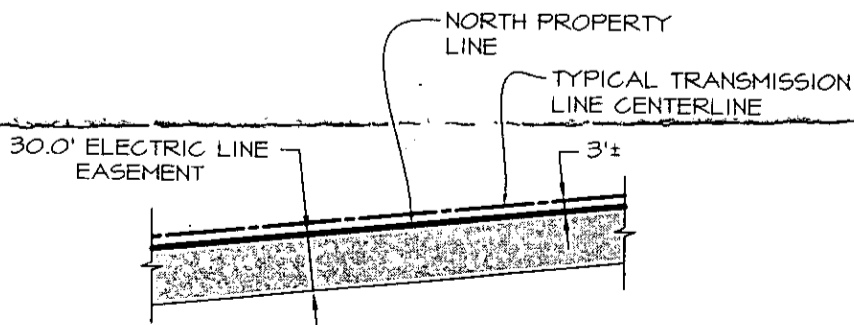
THE EAST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION TWENTY-TWO (22), AND THE SOUTHWEST QUARTER (1/4), AND THE WEST 40 RODS OF THE SOUTH 6 RODS OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION FIFTEEN (15), IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

ELECTRIC LINE OVERHANG EASEMENT LEGAL DESCRIPTION

THE NORTH 30.0 FEET OF THE WEST 675.0 FEET AND THE NORTH 30.0 FEET OF THE EAST 550.0 FEET OF THE SW 1/4 OF SECTION 15 AND THE NORTH 65.0 FEET OF THE EAST 220.0 FEET OF THE SOUTH 6 RODS OF THE WEST 40 RODS OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 15, ALL IN T-77N, R-26W OF THE 5TH P.M., MADISON COUNTY, IOWA. SAID EASEMENT CONTAINS 1.170 ACRES, MORE OR LESS.



EASEMENT DETAIL "A"
SCALE: 1" = 100'



EASEMENT DETAIL "B"
SCALE: 1" = 100'

MIDAMERICAN ENERGY COMPANY	
MADISON COUNTY SECTIONS 15 & 22, T-77N, R-26W	
DRAWN BY: MMD	DATE: 6-22-05
CHECKED: PJS	SCALE:
APPROVED:	APPROVED:
EXHIBIT "A"	TRACT NO. MD-005.R049 BN TRANS
SHEET 2 OF 2	