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MICHELLE UTSLER. COUNTY RECORDER
MADISON IOWA

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

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**

Tract No. MD-005.R045
State of Iowa, County of Madison

Legal Description: W1/2 Section 15 & E1/2, NE1/4 Section 16-77-26

Project No. 32162

OPTION AND EASEMENT

The undersigned owner(s), Terra Tender, Inc., an Iowa Corporation and the undersigned tenant(s), None, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of Nine Thousand One Hundred Dollars (\$9,100.00) 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 Thirty-six Thousand Four Hundred Dollars(\$36,400.00), 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, including the necessary pole structures, wires, and other appurtenances 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 22 day of August, 2005

GRANTOR/OWNER:

Terra Tender, Inc.

By: Larry L. Hughes, Pres.
Larry L. Hughes President

GRANTOR/TENANT:

None

Corporate Acknowledgement

STATE OF IOWA)
) ss.
COUNTY OF Warren)

On this 22 day of August, 2003, before me, a Notary Public in and for said state personally appeared Larry L. Hughes to me personally known, who being by me duly sworn did say that he is President, of Terra Tender, Inc., an Iowa corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and the President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Kenneth E Schwarz
Notary Public in and for said State

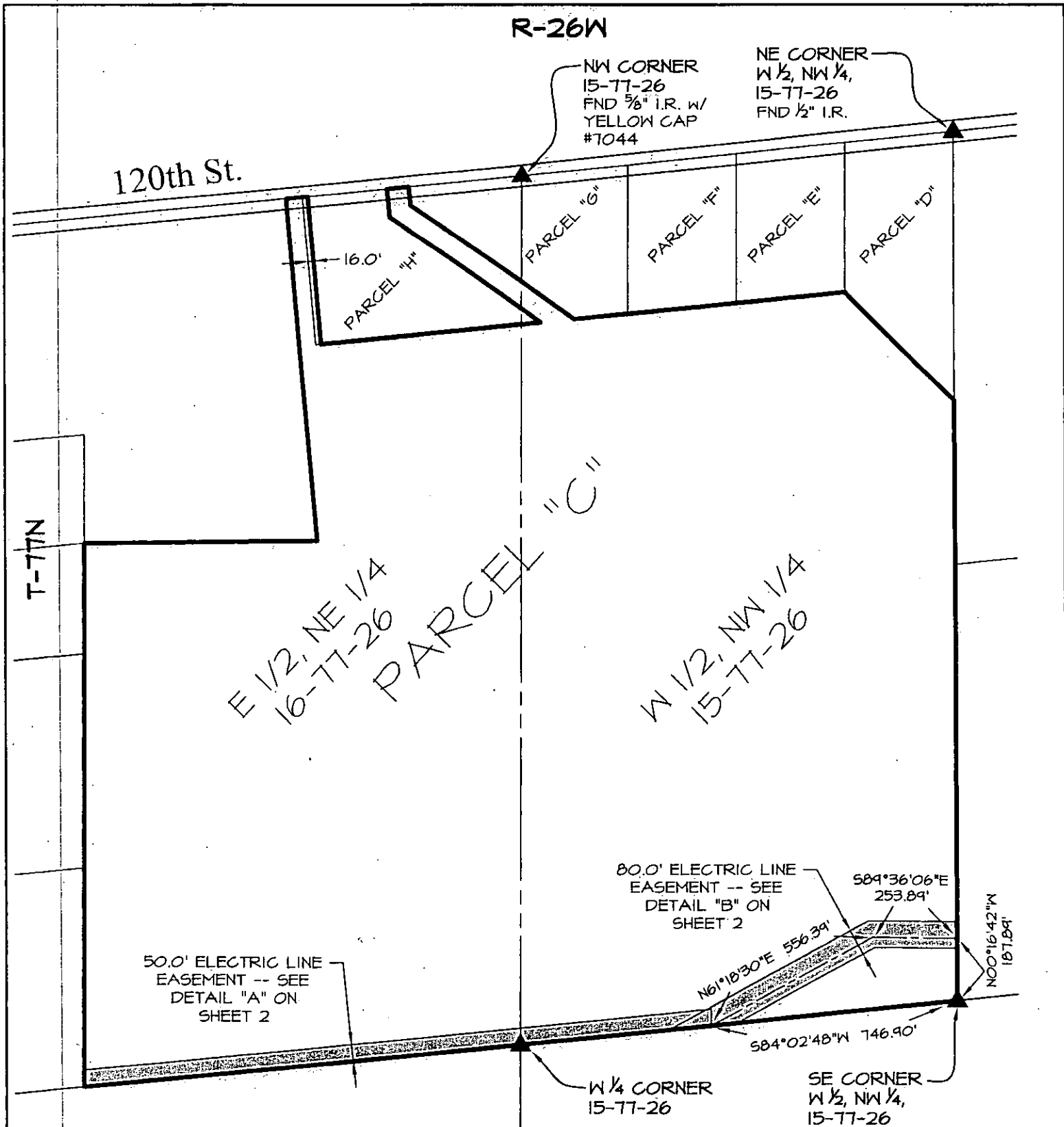


Tenant Acknowledgement

STATE OF IOWA)
) ss.
COUNTY OF _____)

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



R-26W

120th St.

NW CORNER
15-77-26
FND 3/8" I.R. W/
YELLOW CAP
#7044

NE CORNER
W 1/2, NW 1/4,
15-77-26
FND 1/2" I.R.

16.0'
PARCEL "H"

PARCEL "G"

PARCEL "F"

PARCEL "E"

PARCEL "D"

T-77N

E 1/2, NE 1/4
16-77-26

PARCEL "C"

W 1/2, NW 1/4
15-77-26

50.0' ELECTRIC LINE
EASEMENT -- SEE
DETAIL "A" ON
SHEET 2

80.0' ELECTRIC LINE
EASEMENT -- SEE
DETAIL "B" ON
SHEET 2

589°36'06"E
253.89'

N61°18'30"E
556.39'

584°02'48"W
746.90'

N00°16'42"W
187.89'

W 1/4 CORNER
15-77-26

SE CORNER
W 1/2, NW 1/4,
15-77-26

OWNER
TERRA TENDER, INC. (T)

NORTH



LEGEND

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

NOTE:

THE BEARINGS SHOWN ON THIS EXHIBIT ARE BASED ON THE PLAT OF SURVEY FOR PARCEL "C" OF THE W 1/2 OF THE NW 1/4 OF SECTION 15 AND THE E 1/2 OF THE NE 1/4 OF SECTION 16, T-77N, R-26W OF THE 5TH P.M., MADISON COUNTY, IOWA. FILED IN BOOK 2, PAGE 756 OF THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA.

LEGAL DESCRIPTIONS

SEE SHEET 2 OF 2

MIDAMERICAN ENERGY COMPANY	
MADISON COUNTY SECTIONS 15 & 16, T-77N, R-26W	
DRAWN BY: MMD	DATE: 6-10-05
CHECKED: PJS	SCALE: 1" = 400'
APPROVED:	APPROVED:
EXHIBIT "A" SHEET 1 OF 2	TRACT NO. MD-005.R045 BN TRANS

PROPERTY LEGAL DESCRIPTION

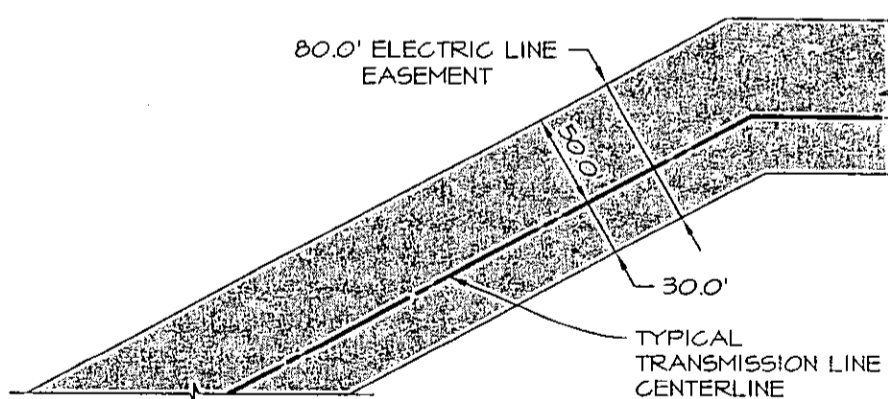
PARCEL "C", LOCATED IN THE WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION FIFTEEN (15), AND THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION SIXTEEN (16), ALL IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, CONTAINING 144.064 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2, PAGE 756 ON FEBRUARY 14, 1997, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA, EXCEPT PARCEL "E" LOCATED IN THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION FIFTEEN (15), CONTAINING 3.458 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 3, PAGE 41 ON JULY 2, 1997 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA, AND EXCEPT PARCEL "F", LOCATED IN THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION FIFTEEN (15), CONTAINING 3.438 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 3 PAGE 42 ON JULY 2, 1997 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA, AND EXCEPT PARCEL "G" LOCATED IN THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION SIXTEEN (16) AND IN THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION FIFTEEN (15), CONTAINING 4.583 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 3 PAGE 43 ON JULY 2, 1997 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA, AND EXCEPT PARCEL "H", EXCEPT THE WEST SIXTEEN (16) FEET THEREOF, LOCATED IN THE NORTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION SIXTEEN (16) AND THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION FIFTEEN (15), CONTAINING 4.422 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 3, PAGE 44 ON JULY 2, 1997 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA, AND EXCEPT PARCEL "D" LOCATED IN THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION FIFTEEN (15), CONTAINING 4.801 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 3 PAGE 40 ON JULY 2, 1997.

ELECTRIC LINE EASEMENT LEGAL DESCRIPTION

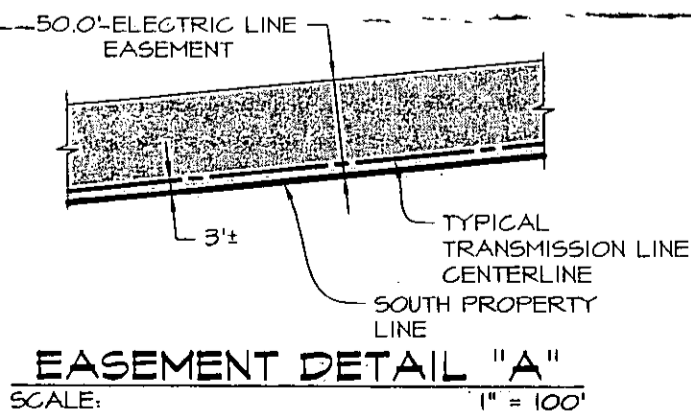
THE SOUTH 50.0 FEET OF PARCEL "C" OF THE W 1/2 OF THE NW 1/4 OF SECTION 15 AND THE E 1/2 OF THE NE 1/4 OF SECTION 16, T-77N, R-26W OF THE 5TH P.M., MADISON COUNTY, IOWA, EXCEPT THE EAST 746.90 FEET THEREOF AS MEASURED ALONG THE SOUTH LINE OF SAID PARCEL "C",

AND

AN 80.0 FEET WIDE STRIP OF LAND LYING 50.0 FEET NORTHERLY OF AND PARALLEL TO AND 30.0 FEET SOUTHERLY OF AND PARALLEL TO THE FOLLOWING DESCRIBED LINE: COMMENCING AS A POINT OF REFERENCE AT THE SE CORNER OF THE W 1/2 OF THE NW 1/4 OF SECTION 15, T-77N, R-26W OF THE 5TH P.M., MADISON COUNTY, IOWA, THENCE S84°02'48"W ALONG THE SOUTH LINE OF SAID PARCEL "C", 746.90 FEET TO THE POINT OF BEGINNING; THENCE N61°18'30"E, 556.39 FEET TO A POINT; THENCE S89°36'06"E, 253.89 FEET TO THE POINT OF TERMINATION, WHICH LIES N00°16'42"W, 187.89 FEET FROM THE SE CORNER OF THE W 1/2 OF THE NE 1/4 OF SAID SECTION 15. SAID EASEMENT CONTAINS 3.643 ACRES, MORE OR LESS.



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



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

MIDAMERICAN ENERGY COMPANY

MADISON COUNTY
SECTIONS 15 & 16, T-77N, R-26W

DRAWN BY: MMD DATE: 6-10-05

CHECKED: PJS SCALE:

APPROVED: APPROVED:

EXHIBIT "A"

SHEET 2 OF 2

TRACT NO.
MD-005.R045
BN TRANS