

Document 2005 4358

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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 (Overhang Only)**

Tract No. MD 005.R034

State of Iowa, County of Madison

Legal Description: NW ¼ Sec 16, Twp 77N, R 26W

Project No. 32162

**OPTION AND EASEMENT**

The undersigned owner(s), Loren Boughton Trust, Garnetta M. Boughton Trustee, Jack L. Boughton, Trustee, and Ronald G. Boughton Trustee, and the undersigned tenant(s), Neil Armstrong, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of **Two Thousand Four Hundred Twenty One Dollars and No/100 (\$2,421.00)** 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 Nine Thousand Six Hundred Eighty Four and No/100, (\$ 9,684.00) 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 23rd day of AUGUST, 2005

GRANTOR/OWNER:

Garnetta Boughton  
Garnetta M. Boughton, Trustee

Jack L. Boughton  
Jack L. Boughton, Trustee

Ronald D. Boughton  
Ronald g. Boughton, Trustee

GRANTOR/TENANT:

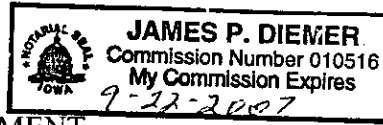
Neil Binstman

ACKNOWLEDGMENT

STATE OF Iowa )  
COUNTY OF Madison ) ss

On this 23rd day of August 2005, before me, a Notary Public, personally appeared Garnetta M. Boughton, Trustee, Ronald G. Boughton, Trustee, Jack L. Boughton Trustee of the Loren Boughton Trust 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.

James P Diemer  
Notary Public in and for said State

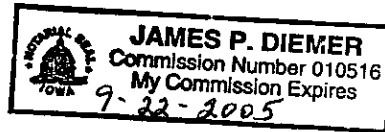


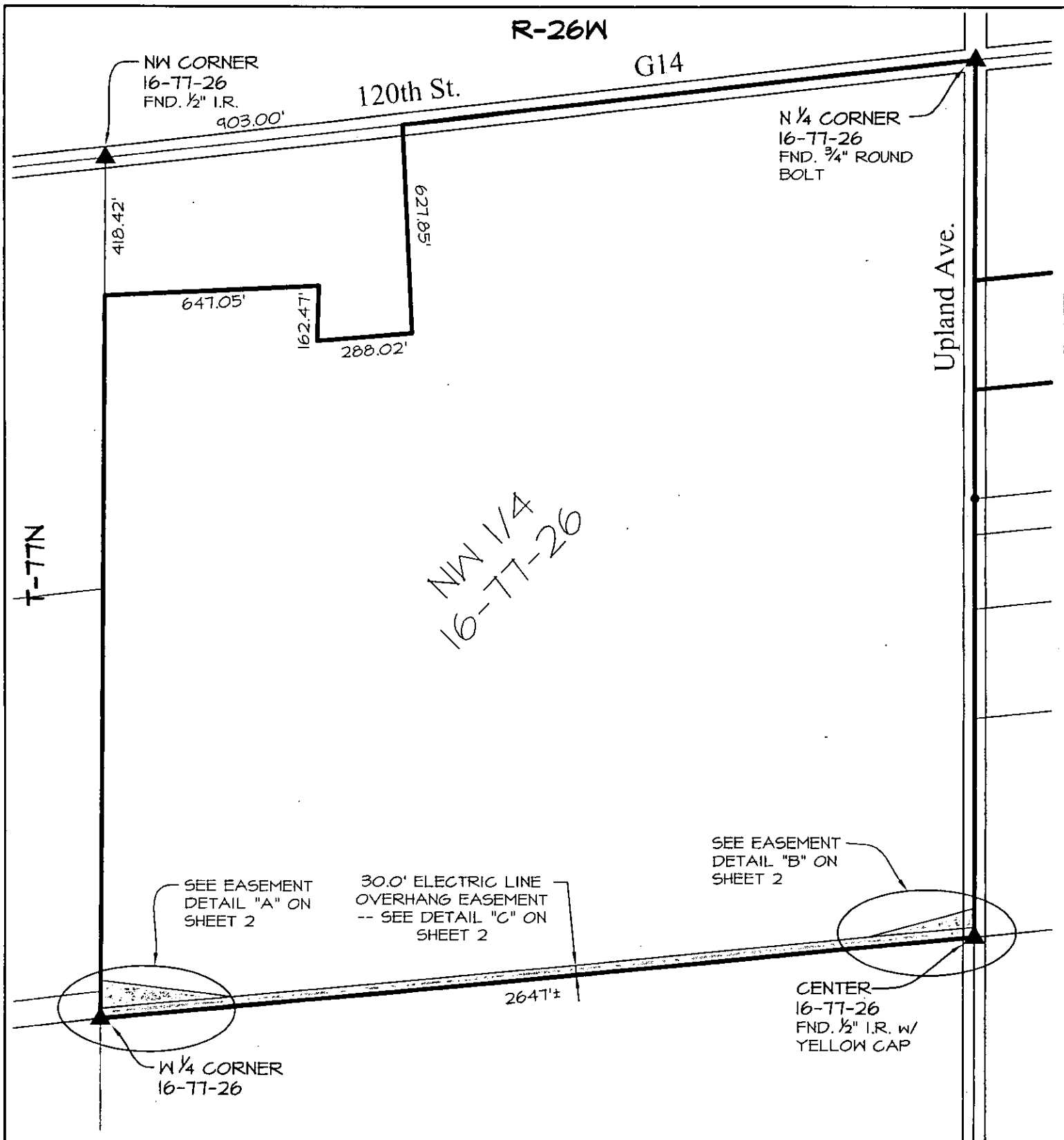
TENANT ACKNOWLEDGMENT

STATE OF IOWA )  
COUNTY OF MADISON ) ss

On this 26th day of AUGUST 2005, before me, a Notary Public, personally appeared NEL ARMSTRONG, 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.

James P Diemer  
Notary Public in and for said State





**OWNERS**

LOREN BOUGHTON TRUST (T)  
 GARNETTA M. BOUGHTON (TRUSTEE)  
 JACK L. BOUGHTON (TRUSTEE)  
 RONALD G. BOUGHTON (TRUSTEE)

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

**LEGAL DESCRIPTIONS**

SEE SHEET 3 OF 3

MIDAMERICAN ENERGY COMPANY

MADISON COUNTY  
 SECTION 16, T-77N, R-26W

DRAWN BY: MMD      DATE: 7-26-05

CHECKED: PJS      SCALE: 1" = 400'

APPROVED:      APPROVED:

**EXHIBIT "A"**  
 SHEET 1 OF 3

TRACT NO.  
 MD-005.R034  
 BN TRANS

# PROPERTY LEGAL DESCRIPTION

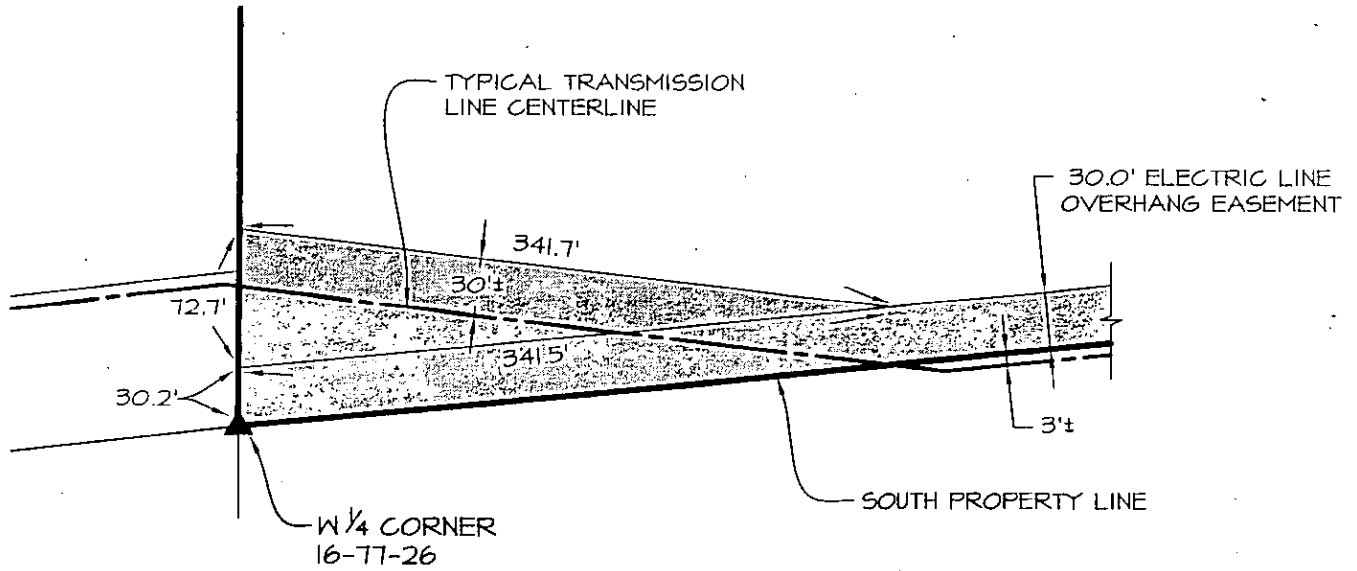
THE NORTHWEST QUARTER (1/4) OF SECTION SIXTEEN (16) IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA; EXCEPT FOR A PARCEL DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF SECTION SIXTEEN (16), TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA; THENCE SOUTH 90 DEGREES 00' 00" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION SIXTEEN (16) FOR 903.00 FEET; THENCE SOUTH 3 DEGREES 43' 46" WEST FOR 627.85 FEET; THENCE NORTH 88 DEGREES 16' 37" WEST FOR 288.02 FEET; THENCE NORTH 8 DEGREES 14' 29" EAST FOR 162.47 FEET; THENCE NORTH 86 DEGREES 19' 28" WEST FOR 647.05 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION SIXTEEN (16); THENCE NORTH 6 DEGREES 44' 45" EAST ALONG THE WEST LINE OF SAID SECTION SIXTEEN (16) FOR 418.42 FEET TO THE POINT OF BEGINNING.

# ELECTRIC LINE OVERHANG EASEMENT LEGAL DESCRIPTION

THE SOUTH 30.0 FEET OF THE NW 1/4 OF SECTION 16, T-77N, R-26W OF THE 5TH P.M., MADISON COUNTY, IOWA,

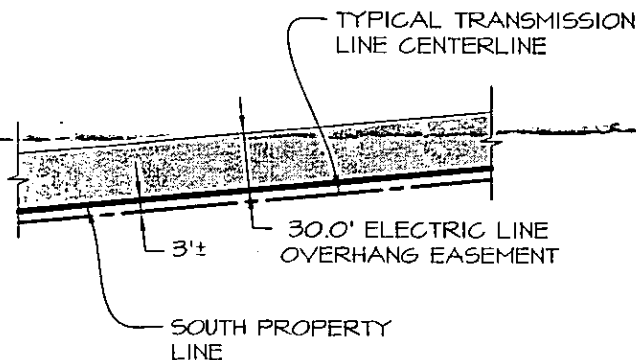
AND,

COMMENCING AS A POINT OF REFERENCE AT THE W 1/4 CORNER OF SAID SECTION 16, THENCE NORTH ALONG THE WEST LINE OF SAID NW 1/4, 30.2 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE WEST LINE OF SAID SECTION, 72.7 FEET TO A POINT; THENCE SOUTHEASTERLY, 341.7 FEET TO A POINT WHICH LIES 30.0' NORTHERLY OF THE SOUTH LINE OF SAID NW 1/4; THENCE SOUTHWESTERLY ALONG A LINE THAT LIES 30.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID NW 1/4, 341.5 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 2.107 ACRES, MORE OR LESS.



## EASEMENT DETAIL "A"

SCALE: 1" = 100'



## EASEMENT DETAIL "B"

SCALE: 1" = 100'

MIDAMERICAN ENERGY COMPANY

MADISON COUNTY  
SECTION 16, T-77N, R-26W

DRAWN BY: MMD DATE: 6-21-05

CHECKED: PJS SCALE:

APPROVED: APPROVED:

EXHIBIT "A"

SHEET 2 OF 2

TRACT NO.  
MD-005.R034  
BN TRANS