

MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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

COMPUTER	✓
RECORDED	✓
COMPARED	✓

**MIDAMERICAN ENERGY COMPANY
OPTION FOR ELECTRIC LINE EASEMENT**

Tract No. IA MD-005.R035

MD-001.000

MD-005. R031

State of Iowa, County of Madison

Legal Description: SW ¼ Sec 16, T, 77N, R, 26W
N ½ NE ¼ Sec 1, T 77N, R 27W
S 1/16, SE ¼ NE ¼ Sec 17, T 77N, R 26W

Project No. 32162

OPTION AND EASEMENT

The undersigned owner(s), **Forrest L. Ridgway and Sandra K. Ridgway H&W**, and the undersigned tenant(s), N/A, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of **Thirteen Thousand Three Hundred Forty Eight and No/100(\$13,348.00)** 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 **Fifty Three Thousand Three Hundred Ninety Two and No/100 (\$ 53,392.00)**, 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. **Grantor agrees to allow off right of way access over and across land described in the attached Exhibit "A" for additional consideration.**

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 9th day of SEPTEMBER, 2005

GRANTOR/OWNER:

Forrest L Ridgway
Forrest L. Ridgway

Sandra K Ridgway
Sandra K. Ridgway

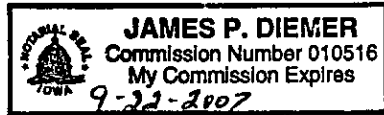
GRANTOR/TENANT:

ACKNOWLEDGEMENT

STATE OF IOWA)
COUNTY OF MADISON) ss

On this 9th day of SEPTEMBER 2005, before me, a Notary Public, personally appeared FORREST L. RIDGWAY & SANDRA K. RIDGWAY, 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



ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of _____ 2005, before me, a Notary Public, personally appeared _____, 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.

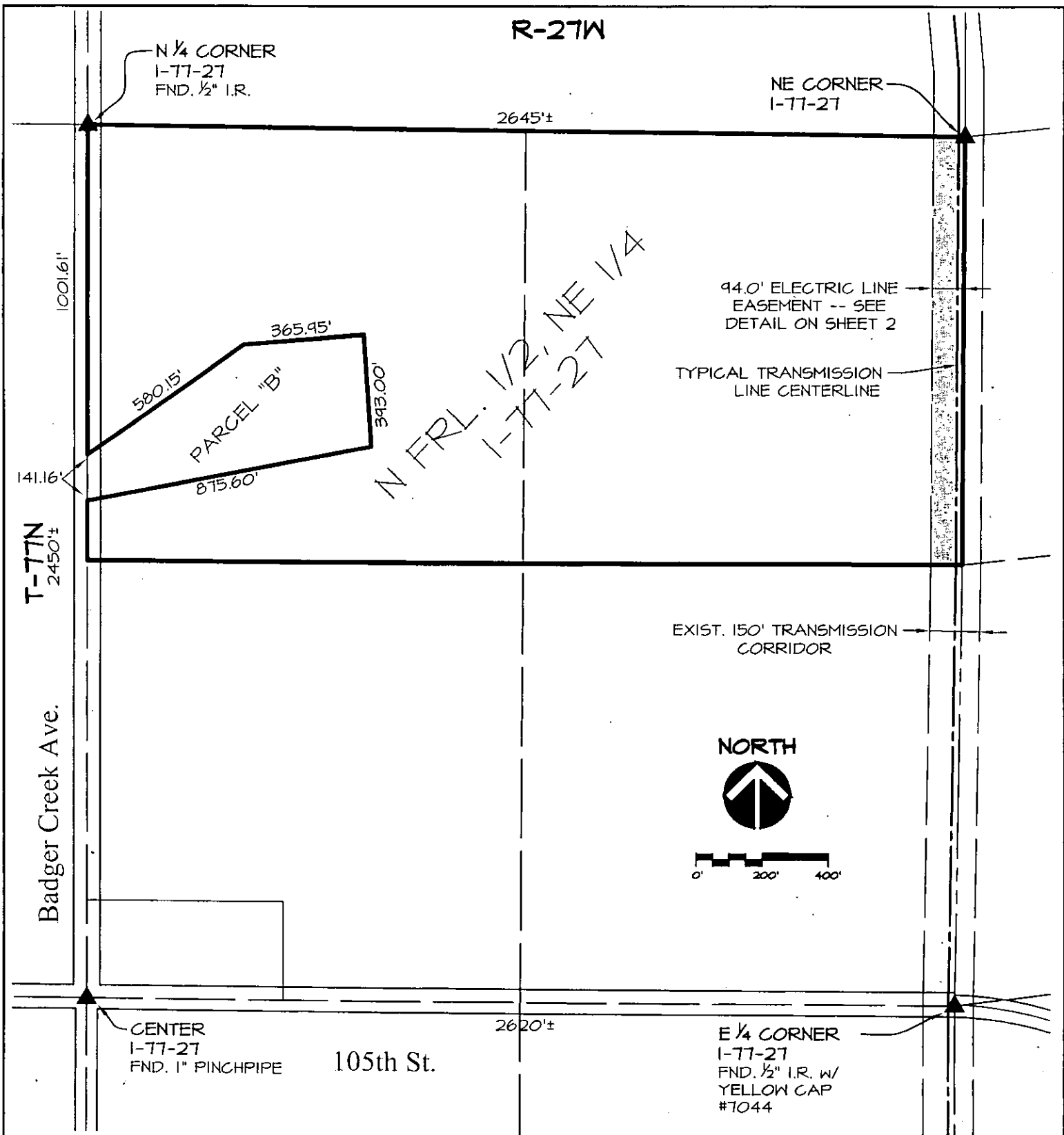
Notary Public in and for said State

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of _____ 2005, before me, a Notary Public, personally appeared _____, 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.

Notary Public in and for said State



OWNER

FORREST L. RIDGWAY (T)
SANDRA K. RIDGWAY (T)

LEGEND

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

LEGAL DESCRIPTIONS

SEE SHEET 2 OF 5

NOTE

THIS DRAWING SET COMBINES THE FOLLOWING TRACTS:
MD-001.000
MD-005.R031
MD-005.R035

MIDAMERICAN ENERGY COMPANY	
MADISON COUNTY SECTION 1, T-77N, R-27W	
DRAWN BY: MMD	DATE: 7-25-05
CHECKED: PJS	SCALE: 1" = 400'
APPROVED:	APPROVED:
EXHIBIT "A"	TRACT NO. MD-001.000 BN TRANS
SHEET 1 OF 5	

PROPERTY LEGAL DESCRIPTION

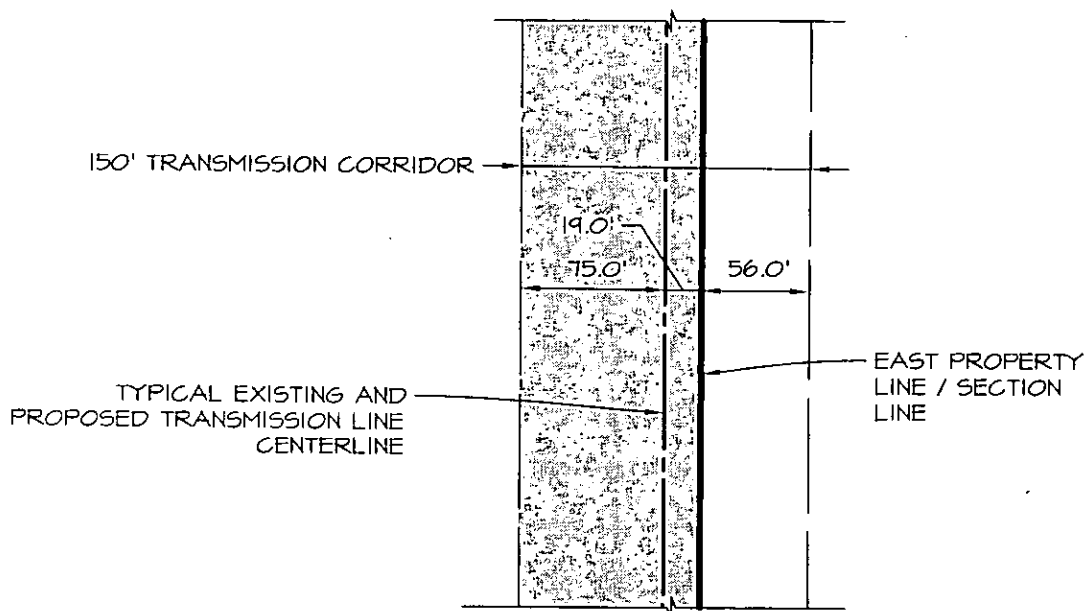
THE NORTH FRACTIONAL HALF OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 1, TOWNSHIP 77 NORTH, RANGE 27 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA,

EXCEPT, PARCEL "B" OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 1, TOWNSHIP 77 NORTH, RANGE 27 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, AS SHOWN IN A PLAT OF SURVEY DATED JANUARY 16, 2003 AND FILED JANUARY 29, 2003 IN BOOK 2003 AT PAGE 502 (INSTRUMENT NO. 000502) OF THE MADISON COUNTY RECORDER'S OFFICE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 1; THENCE $500^{\circ}00'00''$ W ALONG THE WEST LINE OF SAID NE 1/4, A DISTANCE OF 1001.61 FEET TO THE POINT OF BEGINNING; THENCE $N54^{\circ}21'23''$ E, 580.15 FEET; THENCE $N85^{\circ}07'17''$ E, 365.95 FEET; THENCE $S03^{\circ}47'35''$ E, 393.00 FEET; THENCE $S78^{\circ}39'53''$ W, 875.60 FEET TO THE WEST LINE OF SAID NE 1/4; THENCE $N00^{\circ}00'00''$ E ALONG SAID LINE A DISTANCE OF 141.16 FEET TO THE POINT OF BEGINNING, CONTAINING 5.979 ACRES, MORE OR LESS, AND SUBJECT TO A PUBLIC ROAD EASEMENT CONTAINING 0.139 ACRES, MORE OR LESS, AND SUBJECT TO ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD.

ELECTRIC LINE EASEMENT LEGAL DESCRIPTION

THE EAST 94.0 FEET OF THE N FRACTIONAL 1/2 OF THE NE 1/4 OF SECTION 1, T-77N, R-27W OF THE 5TH P.M., MADISON COUNTY, IOWA. SAID EASEMENT CONTAINS 2.798 ACRES, MORE OR LESS.



EASEMENT DETAIL

SCALE: 1" = 100'

MIDAMERICAN ENERGY COMPANY

MADISON COUNTY
SECTION 1, T-77N, R-27W

DRAWN BY: MMD DATE: 7-25-05

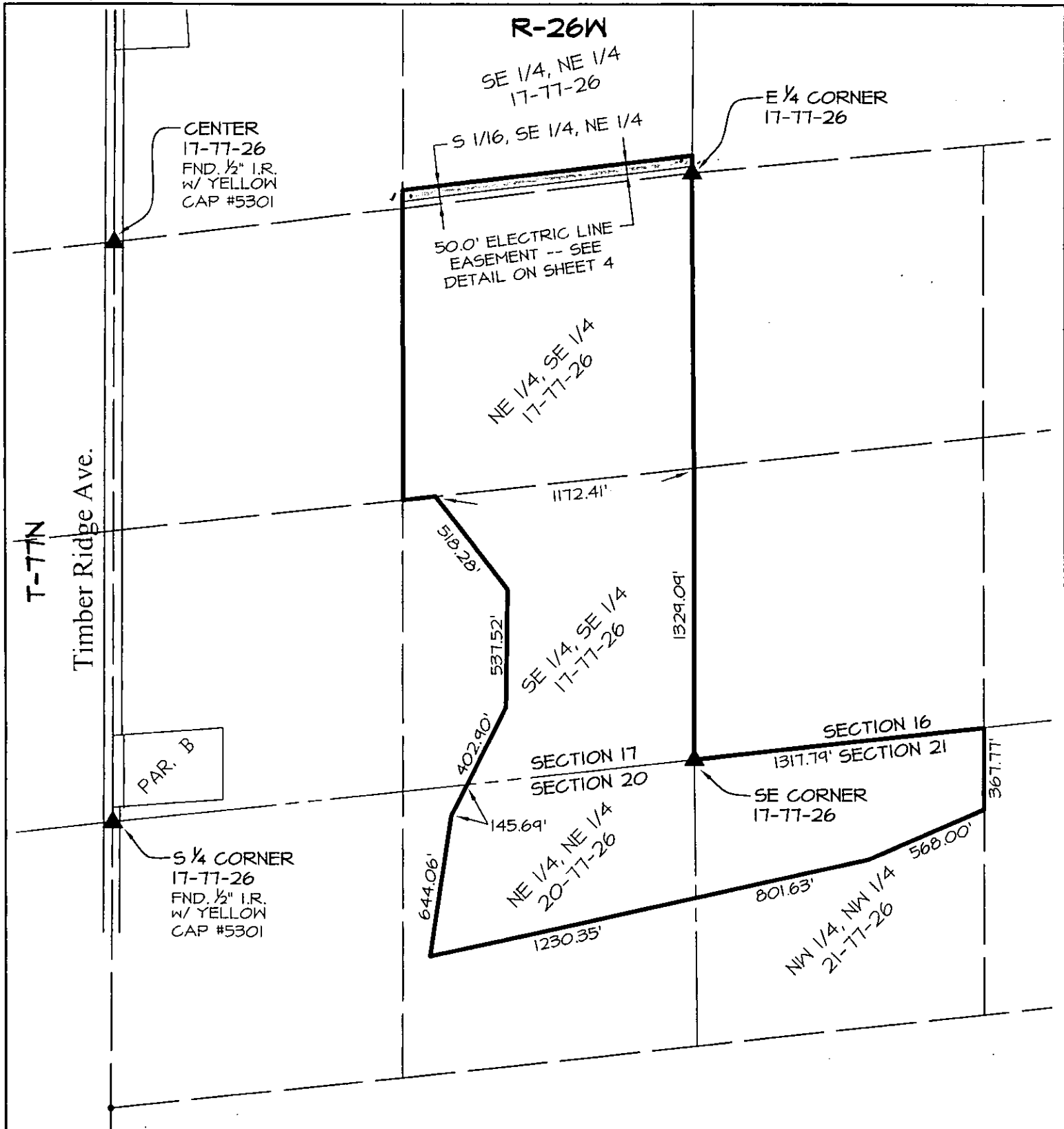
CHECKED: PJS SCALE:

APPROVED: APPROVED:

EXHIBIT "A"

SHEET 2 OF 5

TRACT NO.
MD-001.000
BN TRANS

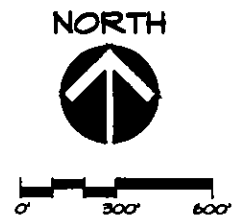


OWNER
 FORREST L. RIDGWAY (T)
 SANDRA K. RIDGWAY (T)

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 4 OF 5



MIDAMERICAN ENERGY COMPANY	
MADISON COUNTY SECTIONS 17, 20 & 21 T-77N, R-26W	
DRAWN BY: MMD	DATE: 7-25-05
CHECKED: PJS	SCALE: 1" = 600'
APPROVED:	APPROVED:
EXHIBIT "A"	TRACT NO. MD-001.000 BN TRANS
SHEET 3 OF 5	

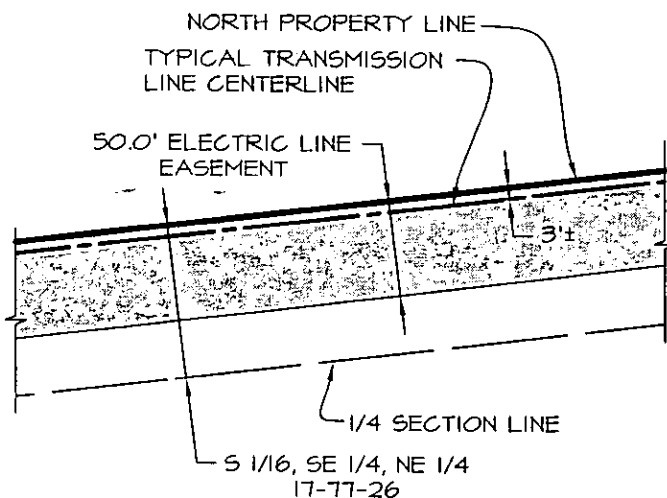
PROPERTY LEGAL DESCRIPTION

THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION SEVENTEEN (17) AND THE SOUTH ONE-SIXTEENTH (S 1/16) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION SEVENTEEN (17) ALL IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA,

A PARCEL OF LAND IN PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION SEVENTEEN (17) AND IN PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY (20), AND IN PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-ONE (21), ALL IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE NORTH 84°01'58" EAST (ASSUMED FOR THIS DESCRIPTION), 1317.79 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER (NW 1/4), NORTHWEST QUARTER (NW 1/4); THENCE SOUTH 0°23'44" WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW 1/4), NORTHWEST QUARTER (NW 1/4), 367.77 FEET; THENCE SOUTH 66°41'29" WEST, 568.02 FEET; THENCE SOUTH 77°47'54" WEST, 801.63 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4), NORTHWEST QUARTER (NW 1/4); THENCE CONTINUING SOUTH 77°47'54" WEST, 1230.35 FEET; THENCE NORTH 8°50'27" EAST, 644.06 FEET; THENCE NORTH 27°08'25" EAST, 145.69 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), NORTHEAST QUARTER (NE 1/4); THENCE CONTINUING NORTH 27°08'25" EAST, 402.90 FEET; THENCE NORTH 1°09'56" EAST, 537.52 FEET; THENCE NORTH 37°32'56" WEST, 518.28 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), SOUTHEAST QUARTER (SE 1/4); THENCE NORTH 83°22'53" EAST, 1172.41 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4), SOUTHEAST QUARTER (SE 1/4); THENCE SOUTH 0°24'07" WEST, 1329.09 FEET TO THE POINT OF BEGINNING CONTAINING 61.85 ACRES, MORE OR LESS.

ELECTRIC LINE EASEMENT LEGAL DESCRIPTION

THE NORTH 50.0 FEET OF THE S 1/16 OF THE SE 1/4 OF THE NE 1/4 OF OF SECTION 17, T-77N, R-26W OF THE 5TH P.M., MADISON COUNTY, IOWA. SAID EASEMENT CONTAINS 1.513 ACRES, MORE OR LESS.



EASEMENT DETAIL
SCALE: 1" = 100'

MIDAMERICAN ENERGY COMPANY

MADISON COUNTY
SECTIONS 17, 20 & 21
T-77N, R-26W

DRAWN BY: MMD DATE: 7-25-05

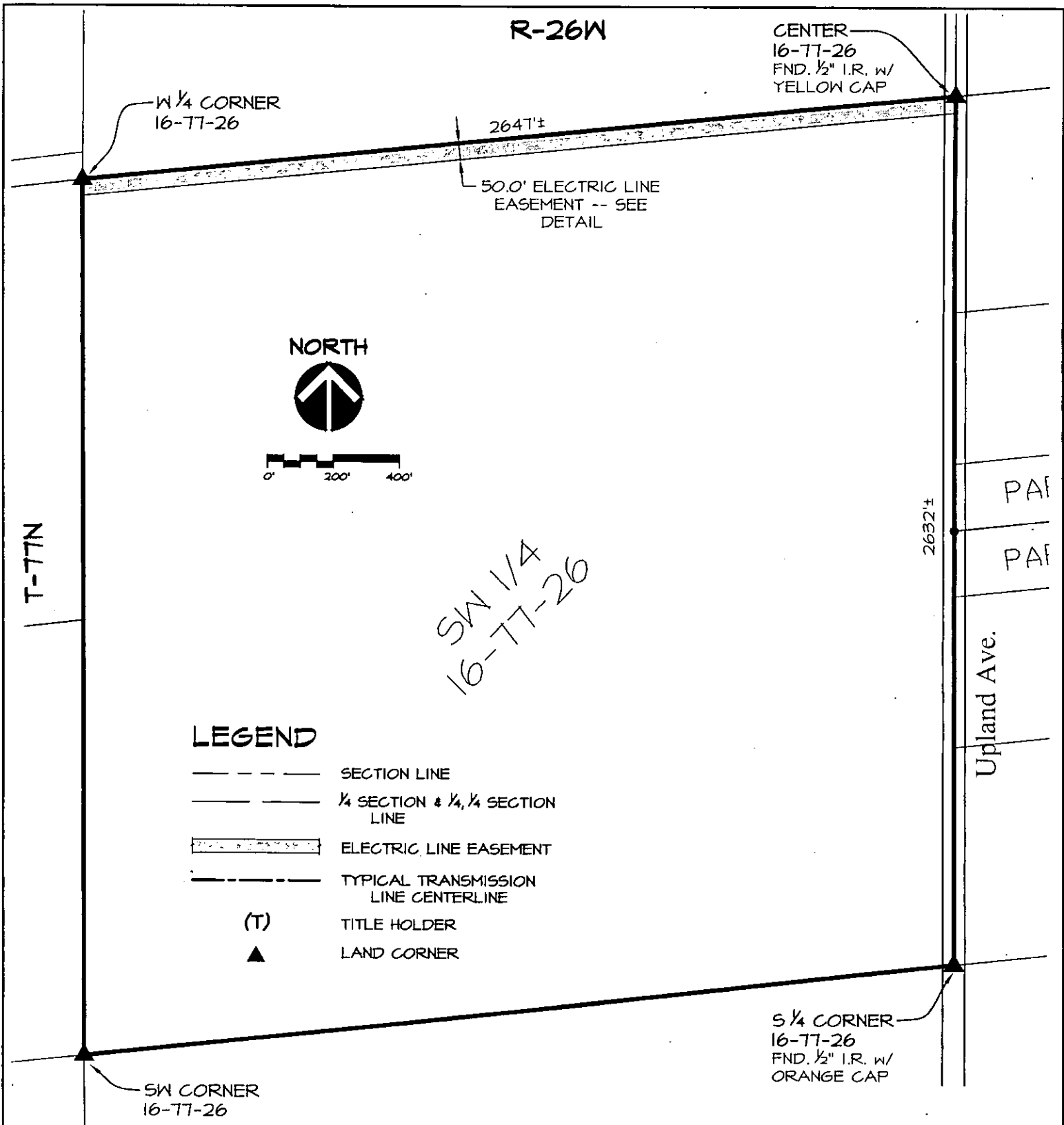
CHECKED: PJS SCALE:

APPROVED: APPROVED:

EXHIBIT "A"

SHEET 4 OF 5

TRACT NO.
MD-001.000
BN TRANS



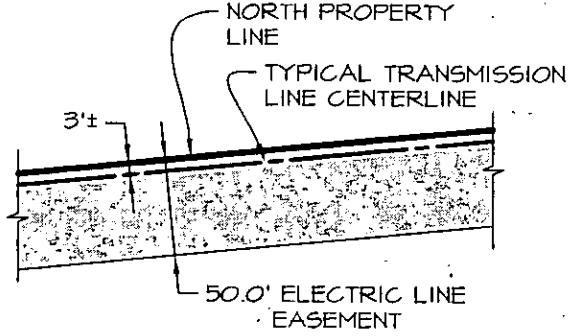
LEGEND

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

OWNER
 FORREST L. RIDGWAY (T)
 SANDRA K. RIDGWAY (T)

PROPERTY LEGAL DESCRIPTION
 THE SOUTHWEST QUARTER (SW 1/4) OF SECTION SIXTEEN (16),
 TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26)
 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA,

ELECTRIC LINE EASEMENT LEGAL DESCRIPTION
 THE NORTH 50.0 FEET OF THE SW 1/4 OF SECTION 16, T-77N, R-26W
 OF THE 5TH P.M., MADISON COUNTY, IOWA. SAID EASEMENT
 CONTAINS 3.039 ACRES, MORE OR LESS.



EASEMENT DETAIL
 SCALE: 1" = 100'

MIDAMERICAN ENERGY COMPANY	
MADISON COUNTY SECTION 16, T-77N, R-26W	
DRAWN BY: MMD	DATE: 7-25-05
CHECKED: PJS	SCALE: 1" = 400'
APPROVED:	APPROVED:
EXHIBIT "A" SHEET 5 OF 5	TRACT NO. MD-001.000 BN TRANS