

Document 2005 4983

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MICHELLE 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**

Tract No. MD-005-R013

State of Iowa, County of Madison

Short Legal Description: E ½ Sec. 13-77-27 & W 26 ½ Acres of Gov't Lot 3 in Sec. 18-77-26

Project No. 32162

OPTION AND EASEMENT

The undersigned owner(s), Troy C. Rinard and Holly Jo Underwood as Co-Trustees of the Amended Revocable Trust Agreement of Carol Rinard dated April 27, 1998 and Troy C. Rinard and Holly Jo Underwood as Co-Trustees of the Amended Betty L. Rinard Trust Agreement Dated May 11, 1998 and the undersigned tenant(s), Randy Golightly, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of Three Thousand Eight Hundred Fifty Dollars (\$3,850.00) 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 Fifteen Thousand Four Hundred Two Dollars (\$15,402.00), 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 17 day of Sept., 2005

**Amended Betty L. Rinard Trust,
Dated May 11, 1998**

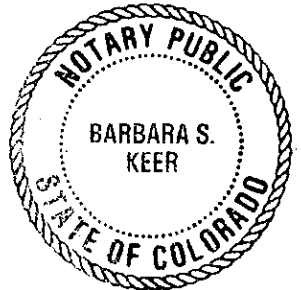
Troy C. Rinard
Troy C. Rinard Co-Trustee
Holly Jo Underwood
Holly Jo Underwood Co-Trustee

Randy Gofightly
Randy Gofightly Tenant

**Amended Carol Rinard Trust
Dated April 27, 1998**

Troy C. Rinard
Troy C. Rinard Co-Trustee
Holly Jo Underwood
Holly Jo Underwood Co-Trustee

ACKNOWLEDGMENT



STATE OF Colorado }
COUNTY OF Weld. } ss

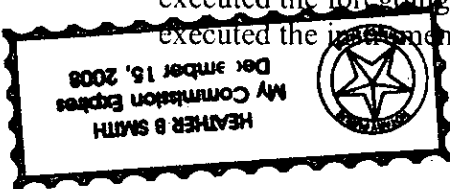
On this 17th day of Sept, A.D. 2005, before me, the undersigned, a Notary Public in and for the State of Colorado, personally appeared **Troy C. Rinard**, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Barbara S. Keer
Notary Public in and for said State

ACKNOWLEDGMENT

STATE OF Texas }
COUNTY OF El Paso } ss

On this 20th day of Sept, A.D. 2005, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared **Holly Jo Underwood**, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.



Heather B. Smith
Notary Public in and for said State

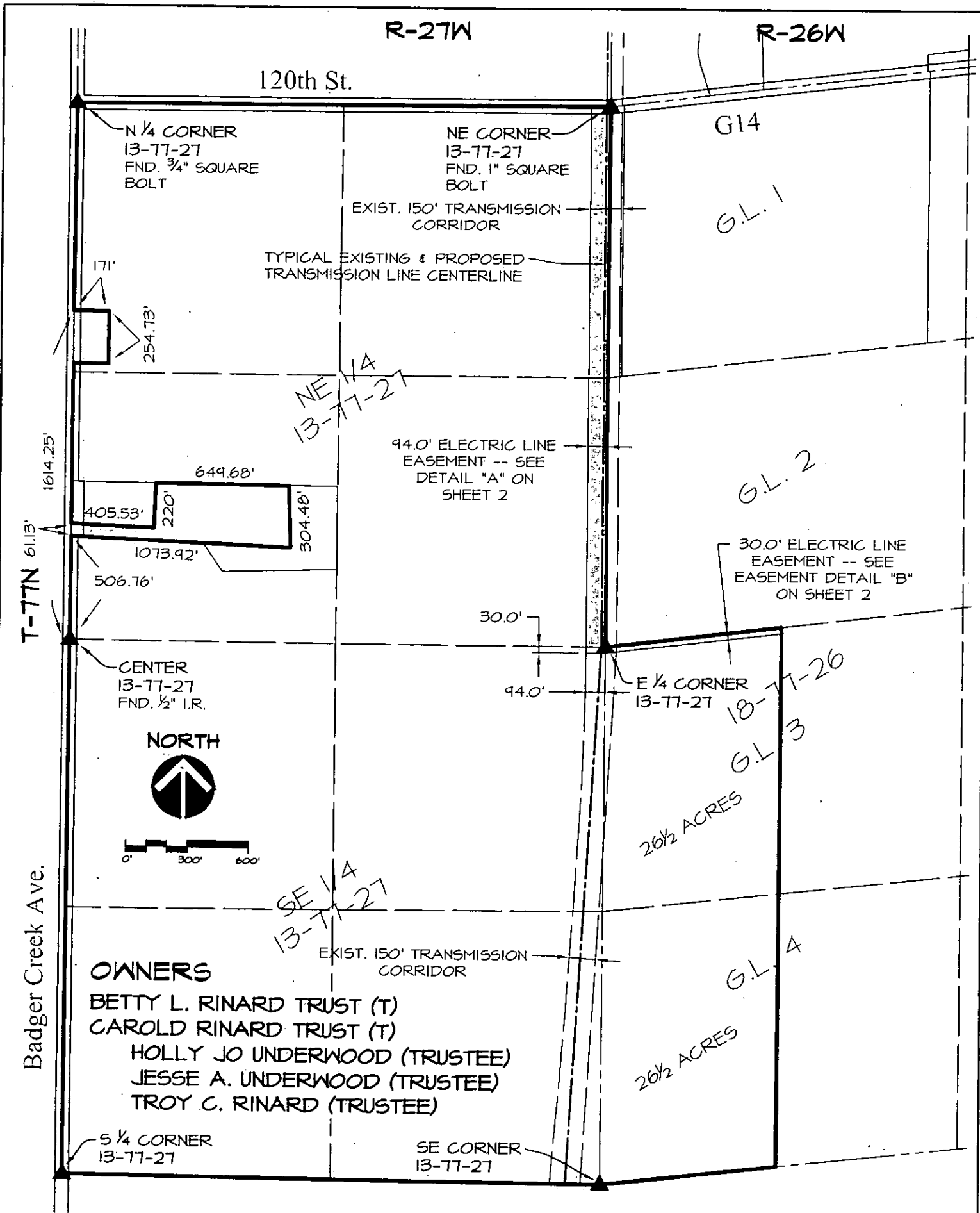
TENANT ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Dallas } ss

On this 26th day of September 2005, before me, a Notary Public, personally appeared **Randy Golightly**, 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.

Kenneth E. Schwarz
Notary Public in and for said State





OWNERS

BETTY L. RINARD TRUST (T)
 CAROLD RINARD TRUST (T)
 HOLLY JO UNDERWOOD (TRUSTEE)
 JESSE A. UNDERWOOD (TRUSTEE)
 TROY C. RINARD (TRUSTEE)

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

LEGAL DESCRIPTIONS

SEE SHEET 2 OF 2

MIDAMERICAN ENERGY COMPANY

MADISON COUNTY
 SECTION 13, T-77N, R-27W &
 SECTION 18, T-77N, R-26W

DRAWN BY: MMD DATE: 6-28-05

CHECKED: PJS SCALE: 1" = 600'

APPROVED: APPROVED:

EXHIBIT "A"

SHEET 1 OF 2

TRACT NO.
 MD-005.R013
 BN TRANS

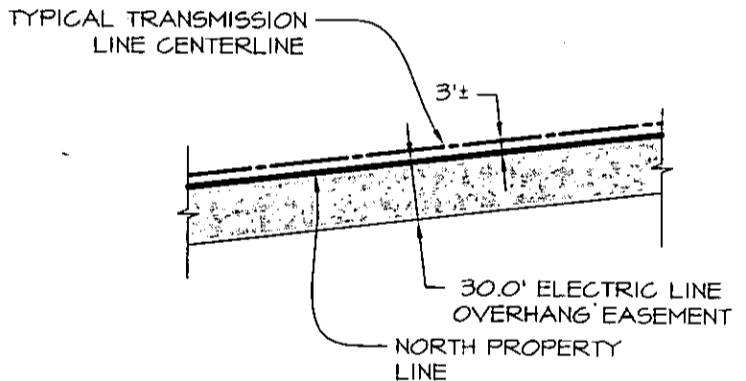
PROPERTY LEGAL DESCRIPTION

THE NORTHEAST QUARTER (1/4), EXCEPT A TRACT COMMENCING 1614.25 FEET NORTH OF THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE EAST 171 FEET, THENCE SOUTH 254.73 FEET, THENCE WEST 171 FEET, THENCE NORTH 254.73 FEET TO THE POINT OF BEGINNING, AND THE SOUTHEAST QUARTER (1/4) OF SECTION THIRTEEN (13) IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M.; AND THE WEST 26 1/2 ACRES OF GOVERNMENT LOT THREE (3) AND THE WEST 26 1/2 ACRES OF GOVERNMENT LOT FOUR (4) OF SECTION EIGHTEEN (18) IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M.; IN MADISON COUNTY, IOWA.

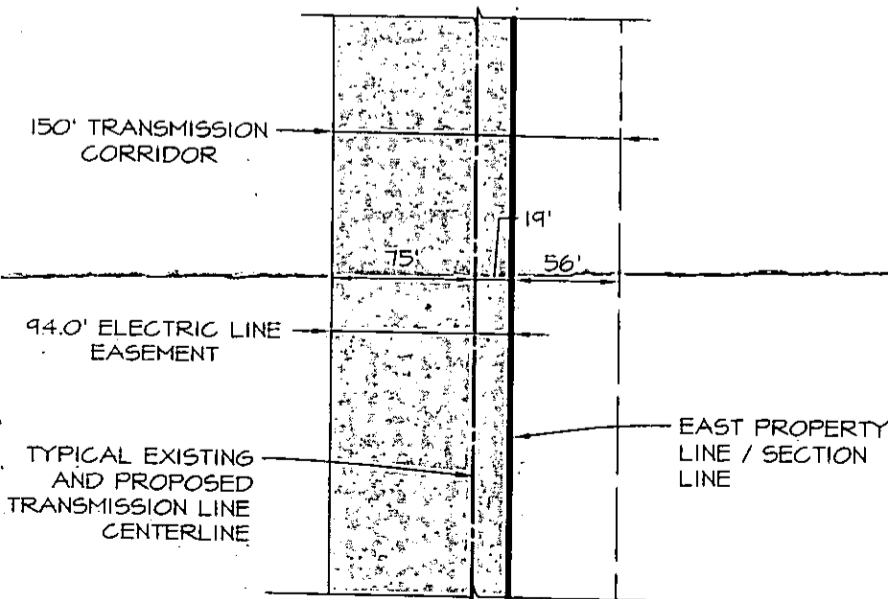
LESS AND EXCEPT A PARCEL OF LAND IN THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION THIRTEEN (13) IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A POINT 506.76 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4); THENCE SOUTH 88°00'00" EAST 1073.92 FEET; THENCE NORTH 02°00'00" WEST 304.48 FEET; THENCE WEST 649.68 FEET; THENCE SOUTH 02°00'00" WEST 220 FEET; THENCE NORTH 88°00'00" WEST 405.53 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER (1/4) THENCE SOUTH 61.13 FEET TO THE POINT OF BEGINNING, CONTAINING 5 ACRES, MORE OR LESS, INCLUDING PUBLIC ROAD, AND 4.915 ACRES, MORE OR LESS, EXCLUDING PUBLIC ROAD, AND RESERVING THEREFROM THE WEST 300 FEET FOR AN INGRESS AND EGRESS EASEMENT.

ELECTRIC LINE EASEMENT LEGAL DESCRIPTION

THE EAST 94.0 FEET OF THE NE 1/4 OF SECTION 13 AND THE EAST 94.0 FEET OF THE NORTH 30.0 FEET OF THE SE 1/4 OF SAID SECTION 13, T-77N, R-27W OF THE 5TH P.M., MADISON COUNTY, IOWA; AND THE NORTH 30.0 FEET OF THE WEST 26 1/2 ACRES OF GOVERNMENT LOT 3, SECTION 18, T-77N, R-26W OF THE 5TH P.M., MADISON COUNTY, IOWA. SAID EASEMENT CONTAINS 6.351 ACRES, MORE OR LESS.



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



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

MIDAMERICAN ENERGY COMPANY	
MADISON COUNTY SECTION 13, T-77N, R-27W & SECTION 18, T-77N, R-26W	
DRAWN BY: MMD	DATE: 6-28-05
CHECKED: PJS	SCALE:
APPROVED:	APPROVED:
EXHIBIT "A"	TRACT NO. MD-005.R013 BN TRANS
SHEET 2 OF 2	