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MICHELLE UTSLER, COUNTY RECORDER MADISON IOWA

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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. 1A-MD-005.R058

State of Iowa, County of Madison

Legal Description: Parts of Sections 14 & 15 -T 77N- R 26W

Project No. 32162

OPTION AND EASEMENT

The undersigned owner(s), David Blackman and Claudia Blackman H&W, Dennis Bell and Mary Frances Bell H&W, Donald Blackman Jr. a Single Person, and Merideth Northcutt, a Single Person, and James Bell and Barbara Bell H&W, Karen Bell Reilly and Patrick Reilly W&H, Mary Ann Blackman Wallace, and James D. Wallace W&H, and Thomas Blackman and Leslie Blackman H&W, and the undersigned tenant(s), <u>Terry Lyons</u>, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of Four Thousand Four Hundred Forty Dollars(\$4,440.00) 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 Seventeen Thousand Seven Hundred Sixty Dollars (\$17,760.00), 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.

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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

BLACKMAN

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// da	y of <u>November</u> , 2005
David Blackman Dennis Bell	Claudia Blackman Mary Frances Bell
Donald Blackman Jr.	Merideth Northcutt
James Bell	Barbara Bell
Karen Bell Reilly By Masska Mallace	By James De Dellar
Mary Ann Wallace	James D. Wallace

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Signed, sealed and delivered this	day of November, 2005
GRANTOR/OWNERS:	•
David Blackman	Claudia Blackman
Dennis Bell	Mary Frances Bell
Donald Blackman Jr	Merideth Northcutt Barbara Bell
James Bell	Barbara Bell
Karen Bell Reilly	Patrick Reilly
Mary Ann Wallace Blackman	James D. Wallace
Thomas Blackman	Leslie Blackman

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GRANTOR/OWNERS:	·
David Blackman	Claudia Blackman
Dennis Bell	Mary Frances Bell
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James Bell Revery	Barbara Bell Jatual Jeelfy Patrick Reilly
Mary Ann Wallace Blackman	James D. Wallace
Thomas Blackman	Leslie Blackman

TERRY IVENS

TENANT ACKNOWLEDGMENT

COUNTY OF MADISON))ss)
appeared Terry Lyons	to me known to be the person who is named in and who ment, and acknowledged that he executed the same as a
	JAMES P. DIEMER Commission Number 010516 My Commission Expires 9-22-2007

STATE OF TOWN) COUNTY OF POIK) SS.
I, Lang L. Mash, a Notary Public in and for the County and State aforesaid, do hereby certify that May Ann Wallage personally known to me to be the same person(s) whose name is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that She signed, scaled and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.
Given under my band and official seal, this 22nd day of November, A.D. 2005.
(Notarial Seal) Given under my hand and official seal, this 22nd day of November, A.D. 2005. (Notarial Seal) Notary Public in and for said County
LANA L. MARSH Commission Number 149083 My Commission Expires 10/21/06
ACKNOWLEDGMENT
STATE OF TOWG) COUNTY OF POIL) SS.
I, Lava L Havsh , a Notary Public in and for the County and State aforesaid, do hereby certify that
Given under my hand and official seal, this ZZrd day of November, A.D. 2005.
(Notarial Seal) Sana & Marsh Notary Public in and for said County
LANA L. MARSH Commission Number 149083 My Commission Expires 10/21/06

STATE OF lowa
COUNTY OF DOLD SS
On this 2 day of 1005 before me, a Notary Public, personally appeared,
named in and who executed the foregoing instrument, and acknowledged that (they)
executed the same as a voluntary act and deed.
KIM DAVENPORT Commission Number 725821 My Commission Expires December 9, 2006 ACKNOWLEDGMENT
ACKNOW LEDGMEN I
STATE OF <u>lowa</u>) ss
COUNTY OF
On thisday of2005, 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 (they) executed the same as a voluntary act and deed.
Notary Public in and for said State
ACKNOWLEDGMENT
STATE OF <u>lowa</u>
COUNTY OF) ss
On thisday of2005, 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 (they) executed the same as a voluntary act and deed.
Notary Public in and for said State
ACKNOWLEDGMENT
STATE OF <u>lowa</u>) ss
COUNTY OF
On thisday of2005, 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 (they) executed the same as a voluntary act and deed.
Notary Public in and for said State

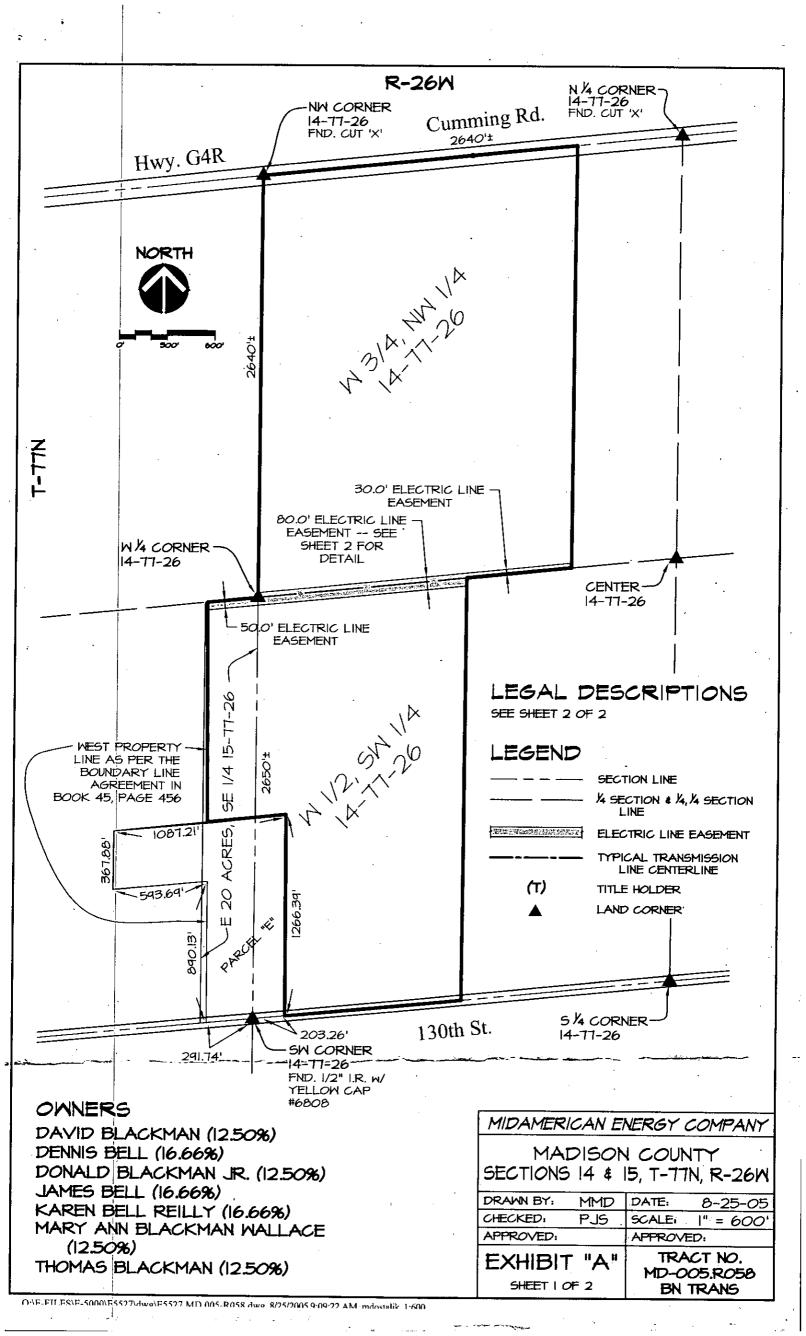
STATE OF <u>lowa</u>)
COUNTY OF POIC SS
On this day of Normaton's, before me, a Notary Public, personally appeared,
Commission Number 725021 Notary Public in and for said State Notary Public in and for said State
ACKNOWLEDGMENT
STATE OF <u>lowa</u>) ss
On thisday of2005, before me, a Notary Public, personally appeared, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that (they)
executed the same as a voluntary act and deed.
Notary Public in and for said State
A CHANGARIA ED CAMENTE
ACKNOWLEDGMENT
STATE OF <u>lowa</u> ss
On thisday of2005, 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 (they) executed the same as a voluntary act and deed.
Notary Public in and for said State
ACKNOWLEDGMENT
STATE OF <u>lowa</u>) ss
COUNTY OF
On thisday of2005, 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 (they) executed the same as a voluntary act and deed.
Notary Public in and for said State

STATE OF (Silvina)
COUNTY OF Son Dienne) ss
On this What day of Nov. 2005, before me, a Notary Public, personally appeared,
ACKNOWLEDGMENT STATE OF SSS OFFICIAL SEAL PERNELL FOSTE COMM. NO. 155216 SAN DIEGO COUNT MY COMM. EXP. FEB. 12
On thisday of2005, 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 (they)
executed the same as a voluntary act and deed.
Notary Public in and for said State
ACKNOWLEDGMENT
STATE OF
COUNTY OF) ss
On thisday of2005, 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 (they) executed the same as a voluntary act and deed.
Notary Public in and for said State
ACKNOWLEDGMENT
STATE OF)
COUNTY OF) ss
On thisday of2005, 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 (they) executed the same as a voluntary act and deed.
Notary Public in and for said State

Landowner MidAmerican Energy Company
By Merideth Northcut By
ACKNOWLEDGMENT
STATE OF Georgia
COUNTY OF Gwinnett)
I, Marjorie A. Foster, a Notary Public in and for the County and State aforesaid, do hereby certify that Meride H. Northcutt personally known to me to be the same person(s) whose name is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.
(Notarial Seal)
ACKNOWLEDGMENT
STATE OF Georgia)SS. COUNTY OF Gwinnett)
I, Marjorie A Foster, a Notary Public in and for the County and State aforesaid, do hereby certify that Donald K. Blackman personally known to me to be the same person(s) whose name is (are) subscribed to the foregoing instrument, appeared before the this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.
Given under my hand and official seal, this 15th day of November, A.D. 20 05.
Notary Public in and for said County Notary Public in and for said County

Signed this daybyby:	/		DO
Thomas I Tales	·	THOM	os P. Beseeman Leslie Black
	2	•	1 1. Blace
Thomas P. Blackman	chm	0.4	Leslie Diaci
Such Sia	CKM	an	
Leslie Blackman			
22220 22000000	ACKNOV	VLEDGMENT	
STATE OF Illinois)			
COUNTY OF Cook) SS.			
I, Wasemary Conwar	, a l	Notary Public in and	for the County and State aforesaid, do
known to me to be the same person(s) whose	eman co	<i>Tealue What</i> e) subscribed to the	foregoing instrument appeared before
me this day in person and acknowledged that			
free and voluntary act for the u	ses and pur	poses therein set for	th.
Given under my hand and official se	al, this 77	h day of Nov	ember , A.D. 20 05.
	5		0
(Notarial Seal)	<u> </u>	Colmasi Notary Bublis	in and for said County
"OFFICIAL SE	AL'''	Notary Public	in and for said County
ROSEMARY CONV. NOTARY PUBLIC STATE OF	/AN/ \$		
My Commission Expires 03/	15/2006		
·			
	ACKNO'	WLEDGMENT'	
•			
STATE OF)			
) SS. COUNTY OF)			
,		NI 4 Dublic in on	A for the County and State aforesaid, do
I, hereby certify that	, a	Notary Public III al	d for the County and State aforesaid, do personally
hereby certify that known to me to be the same person(s) whose	e name is (a	are) subscribed to th	e foregoing instrument, appeared before
rine this day in person and acknowledged that free and voluntary act for the	ıt	signed, sealed	and delivered the said instrument as
			
Given under my hand and official s	eal, this	day of	, A.D. 20
(Notarial Seal)			
(140tatiai Doai)	_	Notary Pub	ic in and for said County

•
STATE OF 1A
COUNTY OF POLL) SS.
I, in the same person(s) whose name is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth.
(Notarial Scal) Given under my hand and official scal, this Carry Public in and for said County
My Commission #736384 David J. Blackman
ACKNOWLEDGMENT .
STATE OF (H)) SS. COUNTY OF POW) SS. LHCALLY ROUGH, a Notary Public in and for the County and State aforesaid, do hereby certify that Claude State State aforesaid, do personally known to me to be the same person(s) whose name is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as
free and voluntary act for the uses and purposes therein set forth.
(Notarial Seal) Given under my hand and official seal, this day of Notary Public in and for said county
MEATHER BARGLOF My Commission & 736384 Claudia Blackman



PROPERTY LEGAL DESCRIPTION

THE WEST THREE-FOURTHS (3/4) OF THE NORTHWEST QUARTER (NW 1/4),

AND.

THE WEST ONE-HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION FOURTEEN (14), TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26),

AND,

THE EAST TWENTY (E 20) ACRES OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION FIFTEEN (15), TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, AND A TRACT IN SAID SOUTHEAST QUARTER (SE 1/4) BEGINNING 330 FEET WEST AND 887 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE SOUTH 84°35' WEST, 590.3 FEET, THENCE NORTH 369 FEET, THENCE NORTH 369 FEET, THENCE SOUTH 369 FEET TO THE POINT OF BEGINNING, CONTAINING FIVE (5) ACRES.

THE LAST REFERRED TO DESCRIPTION IS SUBJECT TO A BOUNDARY LINE AGREEMENT RECORDED IN THE OFFICE OF THE MADISON COUNTY RECORDER ON DECEMBER 20, 1990, IN BOOK 45 AT PAGE 456, WHICH CORRECTLY DESCRIBES THE WEST LINE OF THE LAST REFERRED TO ABOVE-DESCRIBED PROPERTY AS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION FIFTEEN (15), TOWNSHIP SEVENTY-SEVEN (77) NORTH OF RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, THENCE SOUTH 84°02'37" WEST 291.74 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 TO THE POINT OF BEGINNING; THENCE NORTH 00°32'35" WEST 890.13 FEET ALONG THE EXISTING FENCE LINE; THENCE SOUTH 84°06'36" WEST 593.69 FEET ALONG THE EXISTING FENCE; THENCE NORTH 00°10'59" WEST 367.88 FEET ALONG AN EXISTING FENCE; THENCE NORTH 00°45' 26" WEST 1378.18 FEET ALONG AN EXISTING FENCE TO THE FENCE CORNER OF A FENCE RUNNING WESTERLY ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15.

LESS AND EXCEPT: PARCEL "E" IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW 1/4 SW 1/4) OF SECTION FOURTEEN (14), AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE 1/4 SE 1/4) OF SECTION FIFTEEN (15) ALL IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SECTION FIFTEEN (15), TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA; THENCE SOUTH 84°02'37" WEST 291.74 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION FIFTEEN (15) WHICH IS ALSO THE CENTERLINE OF A COUNTY ROAD; THENCE NORTH 00°32'35" WEST 890.13 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 84°06'36" WEST 593.69 FEET ALONG AN EXISTING FENCE; THENCE NORTH 03°36'51" EAST ALONG OO°10'59" WEST 367.86 FEET ALONG AN EXISTING FENCE; THENCE NORTH 03°36'51" EAST ALONG A PROJECTION OF AN EXISTING FENCE IO87.21 FEET; THENCE SOUTH 00°32'35" EAST 1266.39 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION FOURTEEN (14), TOWNSHIP SEVENTY-SEVEN (77), NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA; THENCE SOUTH 83°58'04 WEST 203.26 FEET ALONG SAID SOUTH LINE WHICH IS ALSO THE CENTERLINE OF A COUNTY ROAD TO THE POINT OF BEGINNING, CONTAINING 19.321 ACRES, INCLUDING 0.395 ACRES OF COUNTY ROAD RIGHT- OF-WAY.

ELECTRIC LINE EASEMENT LEGAL DESCRIPTION

THE SOUTH 30.0 FEET OF THE W 3/4 OF THE NW 1/4 OF SECTION 14,

AND,

THE NORTH 50.0 FEET OF THE W 1/2 OF THE SW 1/4 OF SECTION 14,

AND

THE NORTH 50.0 FEET OF THE EAST 20 ACRES OF THE SE'1/4 OF SECTION IS, EXCEPT THAT PORTION CONVEYED BY A BOUNDARY LINE AGREEMENT IN BOOK 45, PAGE 456 IN THE OFFICE OF THE MADISON COUNTY RECORDER, ALL IN T-77N, R-26W OF THE 5TH P.M., MADISON COUNTY, IOWA. SAID EASEMENT CONTAINS 3.238 ACRES, MORE OR LESS.

