

Document 2006 266

Book 2006 Page 266 Type 06 001 Pages 6  
Date 1/19/2006 Time 10:46 AM  
Rec Amt \$32.00

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  
515-281-2203 P.O. Box 657, Des Moines, Iowa 50303

**MIDAMERICAN ENERGY COMPANY  
OPTION FOR ELECTRIC LINE EASEMENT (Overhang Only)**

Tract No. MD-005.R025

State of Iowa, County of Madison

Legal Description: N1/2 SW1/4 Section 17-77-26

Project No. 32162

**OPTION AND EASEMENT**

The undersigned owner(s), **Daniel J. Spellman and Sally M. Spellman, husband and wife, Martin E Spellman and Patricia E. Spellman, husband and wife, Patrick J. Spellman and Kassie A. Spellman, husband and wife and Rose Mary Spellman, a single person** and the undersigned tenant(s), none, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of Five Thousand Dollars(\$5,000.00) 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 Twenty Thousand Dollars (\$20,000.00), 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 7<sup>th</sup> day of January, 2006

GRANTOR/OWNER:

Martin E. Spellman  
Martin E. Spellman

Daniel J. Spellman  
Daniel J. Spellman

Patrick J. Spellman  
Patrick J. Spellman

Rose Mary Spellman  
Rose Mary Spellman

Patricia E. Spellman  
Patricia E. Spellman

Sally M. Spellman  
Sally M. Spellman

Kassie A. Spellman  
Kassie A. Spellman

ACKNOWLEDGMENT

STATE OF Iowa )  
COUNTY OF DALLAS )<sup>SS</sup>

On this 7 day of January 2006, before me, a Notary Public, personally appeared **Daniel J. Spellman and Sally M. Spellman**, to me known to be the persons who are named in and who executed the foregoing instrument, and acknowledged that they executed the same as a voluntary act and deed.

Deann L. Royce  
Notary Public in and for said State



STATE OF Iowa )  
COUNTY OF DALLAS )<sup>SS</sup>

On this 7<sup>th</sup> day of January 2006, before me, a Notary Public, personally appeared **Martin E. Spellman and Patricia E. Spellman**, to me known to be the persons who are named in and who executed the foregoing instrument, and acknowledged that they executed the same as a voluntary act and deed.

Deann L. Royce  
Notary Public in and for said State



STATE OF Iowa )  
COUNTY OF DALLAS )<sup>SS</sup>

On this 7<sup>th</sup> day of January 2006, before me, a Notary Public, personally appeared **Patrick J. Spellman and Kassie A. Spellman**, to me known to be the persons who are named in and who executed the foregoing instrument, and acknowledged that they executed the same as a voluntary act and deed.

Deann L. Royce  
Notary Public in and for said State



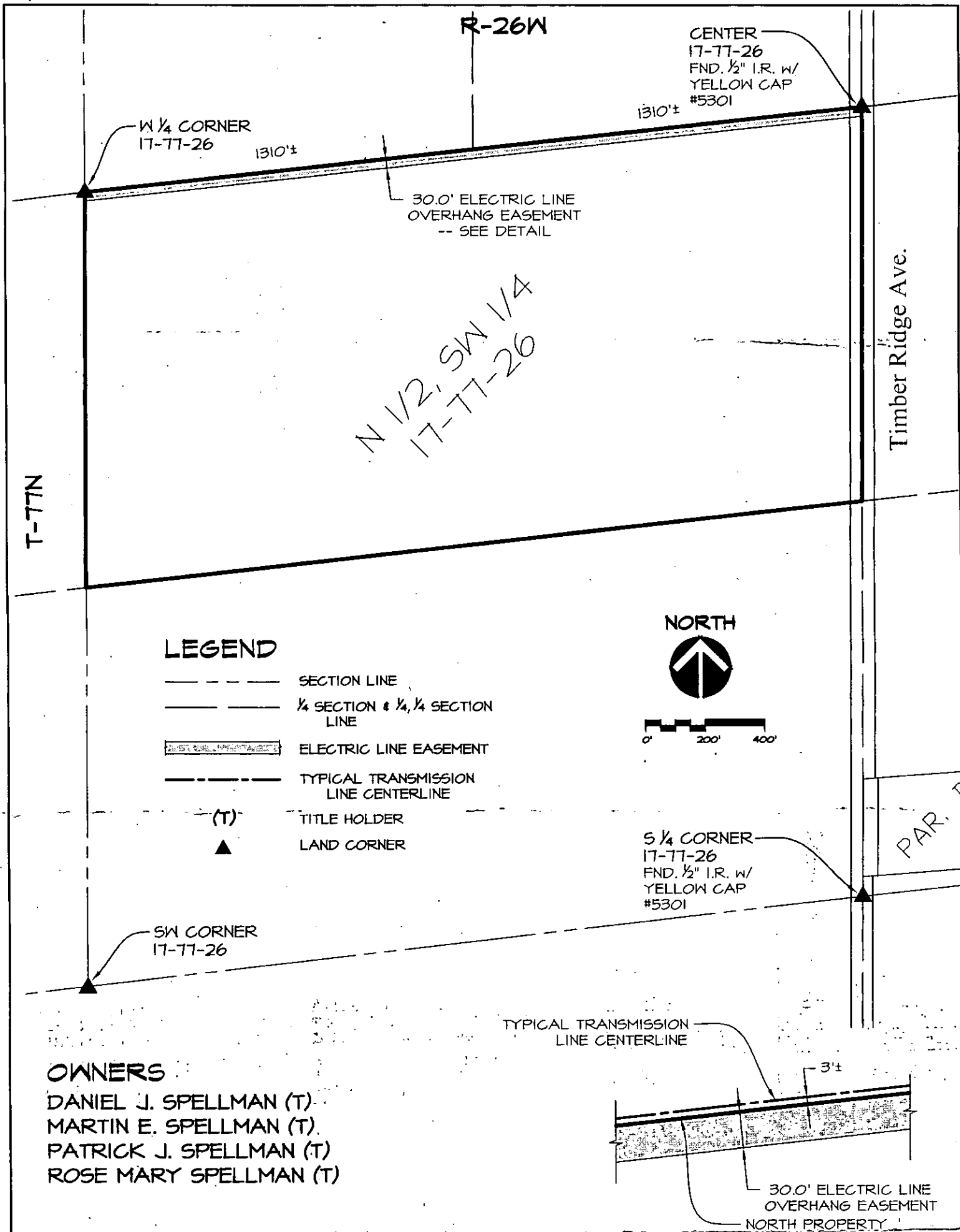
STATE OF Iowa )  
COUNTY OF DALLAS )<sup>SS</sup>

On this 7<sup>th</sup> day of January 2006, before me, a Notary Public, personally appeared **Rose Mary Spellman**, to me known to be the person who is named in and who executed the foregoing instrument, and acknowledged that she executed the same as a voluntary act and deed.

Deann L. Royce  
Notary Public in and for said State







**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

NORTH



**OWNERS**

DANIEL J. SPELLMAN (T)  
 MARTIN E. SPELLMAN (T)  
 PATRICK J. SPELLMAN (T)  
 ROSE MARY SPELLMAN (T)

**PROPERTY LEGAL DESCRIPTION**

THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER (N 1/2, SW 1/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, CONTAINING 80 ACRES, MORE OR LESS.

**ELECTRIC LINE OVERHANG EASEMENT LEGAL DESCRIPTION**

THE NORTH 30.0 FEET OF THE N 1/2 OF THE SW 1/4, SECTION 17, T-77N, R-26W OF THE 5TH P.M., MADISON COUNTY, IOWA. SAID EASEMENT CONTAINS 1.805 ACRES, MORE OR LESS.

**EASEMENT DETAIL**

SCALE: 1" = 100'

MIDAMERICAN ENERGY COMPANY	
MADISON COUNTY SECTION 17, T-77N, R-26W	
DRAWN BY: MMD	DATE: 6-21-05
CHECKED: PJS	SCALE: 1" = 400'
APPROVED:	APPROVED:
<b>EXHIBIT "A"</b>	TRACT NO. MD-005.R025 BN TRANS
SHEET 1 OF 1	