



FILED NO. 1093
BOOK 2004 PAGE 1093

2004 MAR 12 PM 3:39

NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 30⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 5⁰⁰

COMPUTER ☒
RECORDED ☒
COMPARED ☒

Prepared by and return to: Tim J. Bunkers - MidAmerican Energy Company - Right of Way Services
✓ PO Box 446 Adair, IA 50002 800-891-6860

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

Tract No. IA-MD-029.040

State of Iowa, County of Madison

Legal Description: T77N, R28W, Section No. 9, of the 5th P.M.

Project No. B88

OPTION AND EASEMENT

The undersigned owner(s), Central States Railroad Service, Inc., and the undersigned tenant(s), N/A, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of Seven hundred fifty and no/xx (\$ 750.00) 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 ZERO (\$ -0-)

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 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 system.

Consideration shall be paid to Grantor by Company to place no more than -0- pole structure(s) on said right-of-way. If the Company elects to place additional pole structures on said right-of-way, Company shall compensate Grantor the amount of Two Thousand Five Hundred Dollars (\$2,500.00) per additional pole structure.

Grantor Initial EB DB

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.

Grantor Initial

WB DB

Revised 07-21-03

Revision 10

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 26 day of February, 2004.

OWNER:

Central States Railroad Service, Inc.

By:

William N. Bond
Printed Name: WILLIAM N. BOND

Title: PRESIDENT

Dorothy E. Bond
DOROTHY E. BOND
SECRETARY-TREASURER

TENANT:

NA

Grantor Initial _____

Revised 07-21-03

Revision 10

CORPORATE ACKNOWLEDGMENT

STATE OF Iowa)
)SS
COUNTY OF Madison)

On this 26 day of February, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William N. Bond and Dorothy E. Bond, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary - Treasurer, respectively, of the corporation executing the foregoing instrument; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; that William N. Bond and Dorothy E. Bond acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by them and as the fiduciary voluntarily executed.



Patty Wynne
Iowa Notarial Seal
Commission number 721716
My Commission Expires 04/02/06

Patty Wynne
Notary Public in the State of Iowa

Exhibit A

Page 1 of 2

An electric line easement as depicted on attached parcel map, over, under and across that part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, Township 77 North, Range 28 West of the 5th P.M., Madison Co., Iowa, and further described as follows:

Property Legal Description

Being a part of those lands described in the Deed Records of Madison County, Iowa, in Book 124, Page 109 and Book 117, Page 754.

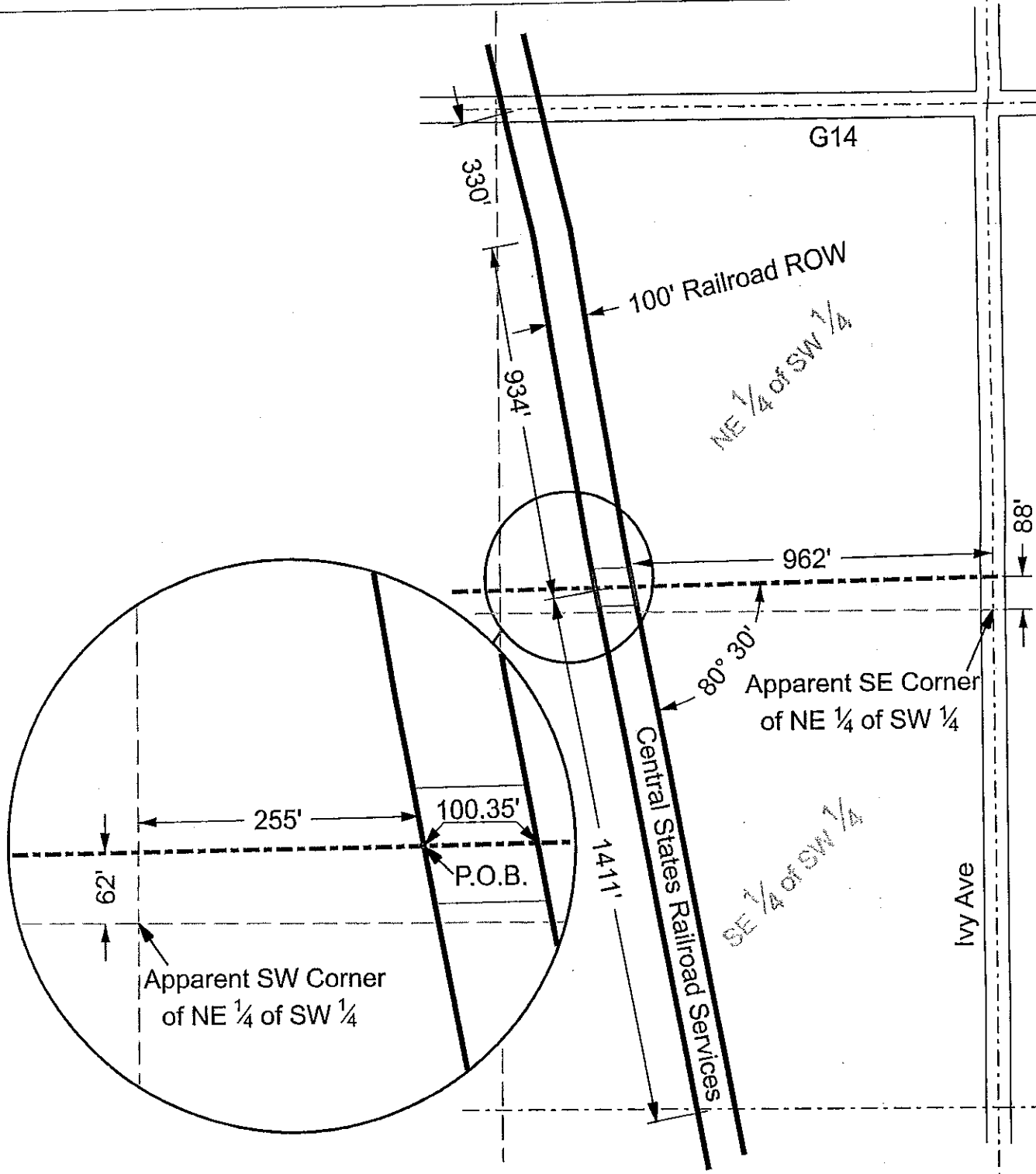
Electric Line Easement Legal Description

Being a strip of land 100 feet wide lying 50 feet on each side of a centerline described as follows; being an electrical line easement which lies in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 9, T 77N, R 28W of the 5th P.M.; beginning for a description at the apparent Southwest corner of the above named $\frac{1}{4}$ $\frac{1}{4}$; thence North along the West line of said $\frac{1}{4}$ $\frac{1}{4}$ a distance of approximately 62 feet to the intersection of said West line and the electrical easement centerline herein being described; thence Easterly with said electrical easement centerline approximately 255 feet to the West right of way line of a 100 foot wide right of way for the Central States Railroad Services, Inc.; thence crossing said right of way in an Easterly direction at an angle of approximately 80 degrees 30 minutes to said centerline for a distance of 100.35 feet to the East right of way line of said Central States Railroad Services, Inc.

Said easement contains 0.23 acres, more or less.

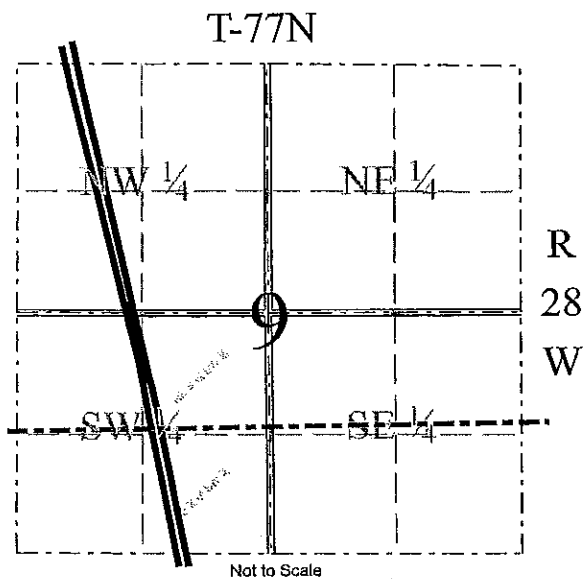
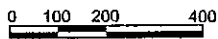
The sidelines of said easement shall be considered lengthened or shortened to terminate at the property lines.

Note: All measurements are approximate.

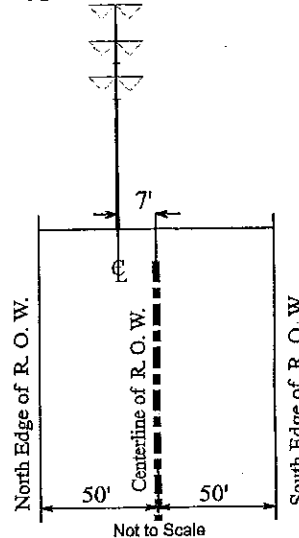


*ALL DIMENSIONS
ARE APPROXIMATE
DISTANCES

North



Typical Pole Alignment



Legend

- Section Line & 1/4 Section Line
- - - 1/4 1/4 Section Line
- Property Line
- Property Corner
- ▲ Found Section Corner
- △ Apparent Section Corner
- Easement
- - - Centerline of Easement
- Proposed Structure
- ⊗ Existing Structure
- ~ Terraces
- P.O.B. Point Of Beginning

MidAmerican Energy Company

Drawn By: VMC	Date: 1/17/04
Rev:	Date:
Rev:	Date:
Rev:	Date:

Madison County
Section 9, T-77N, R-28W

Exhibit A
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