

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

✓ 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
OVERHANG ONLY**

Tract No. IA-MD-007.000

State of Iowa, County of Madison

Legal Description: T77N, R29W, Section No. 17, of the 5th P.M.

Project No. B88

OPTION AND EASEMENT

The undersigned owner(s), Wayne Thrailkill and Ardith Thrailkill, as Tenants in Common, and the undersigned tenant(s), Ory Corporation, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of One Thousand and 00/100 Dollars (\$1,000.00) 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 Zero and 00/100 Dollars (\$0.00), 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.

A right-of-way easement, with the rights of ingress and egress, for the purpose of constructing, reconstructing, patrolling, operating, maintaining and removing electric transmission lines located over said premises, including wires, and other appurtenances for the transmission of electric energy and for communications and electrical controls used for the operations of the Company's electric transmission system, together with the right to assign this right-of-way easement to subsequent owners of said electric transmission lines.

Grantor Initial

W.T.
at

Revised 07-21-03
Revision 10

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 
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 15 day of July, 2004.

OWNER:

Wayne Thrailkill
Wayne Thrailkill
Ardith Thrailkill
Ardith Thrailkill

TENANT:

Ory Corporation

By: Michael W. Ory
Printed Name: Michael W. Ory
Title: president

Grantor Initial

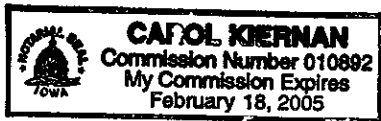
W.T.
AT

ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Madison)SS

In the case of natural persons acting on their own right:

On this 15 day of July, A.D. 2004, before me, a Notary Public in and for the State of Iowa, personally appeared Wayne E. Thrailkill and Ardith E. Thrailkill to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



(Seal)

Carol Kiernan
Notary Public in the State of Iowa

CORPORATE ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Madison)SS

On this 16 day of July, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____
~~and~~ Michael W. Ory, to me personally known, who, being by me duly sworn, did say that they are the President
~~and~~ _____, 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 Michael W. Ory
~~and~~ _____ 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.



(Seal)

Carol Kiernan
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 SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 17, Township 77 North, Range 29 West of the 5th P. M., Madison Co., Iowa, and further described as follows:

Property Legal Description

The East Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Seventeen (17), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, except Parcel "A", located in the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Seventeen (17), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 3.000 acres, as shown in Plat of Survey filed in Book 3, Page 557 on April 5, 2000, in the Office of Recorder of Madison County, Iowa

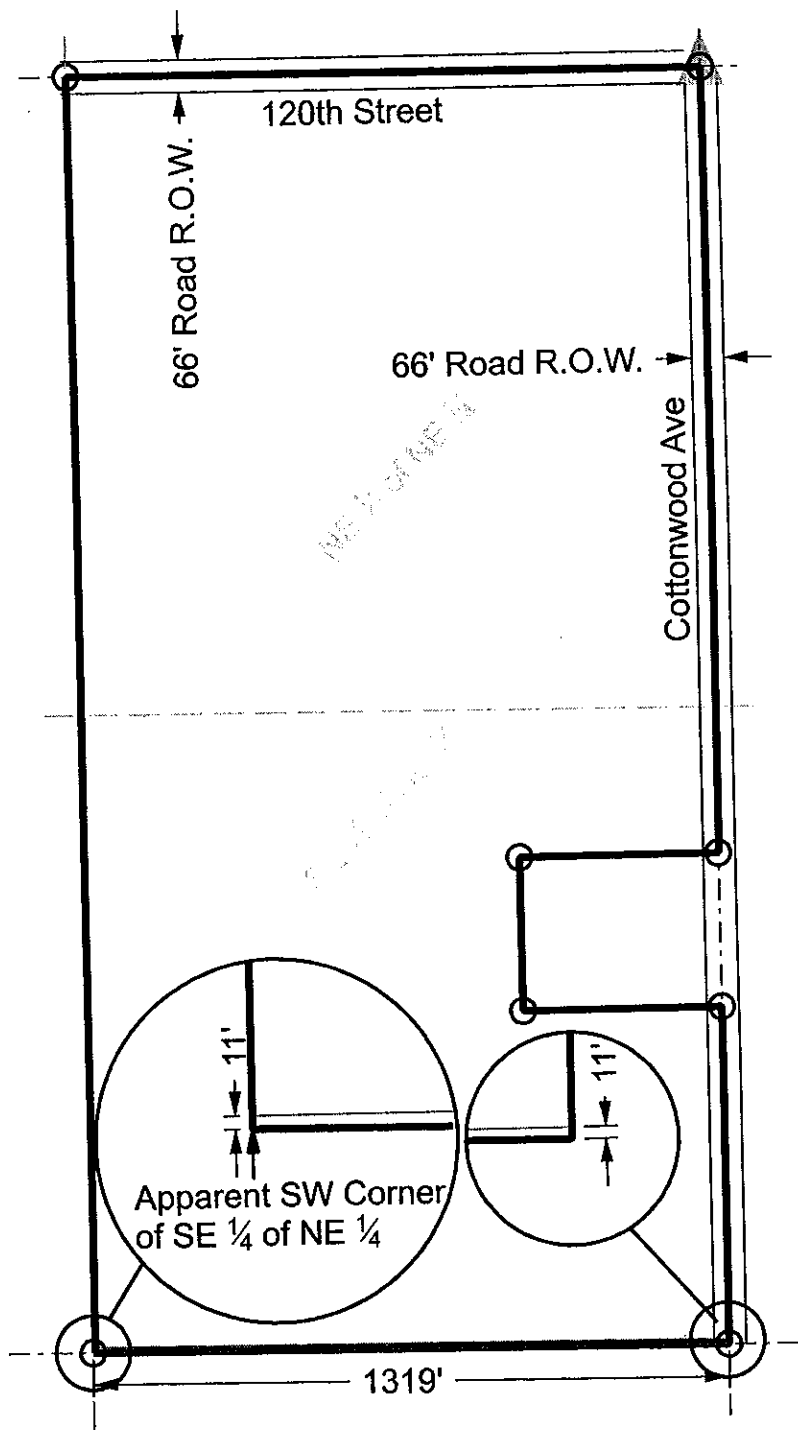
Electric Line Easement Legal Description

That part of the above described tract of land being the South 11 feet of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 17 in Township 77 North of Range 29 West.

Said easement contains .33 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.

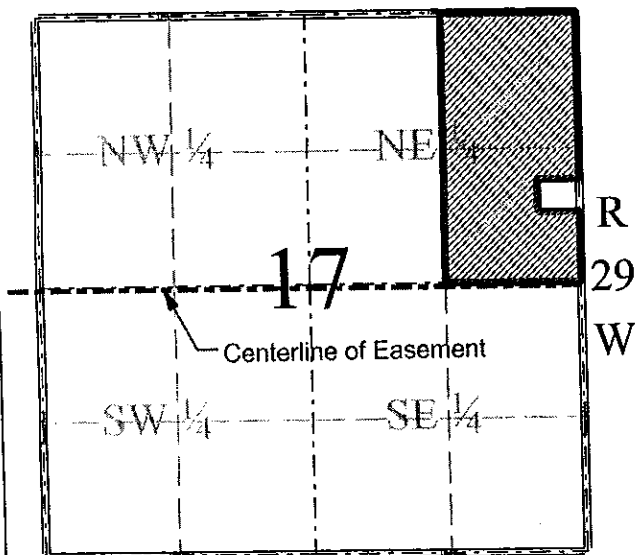


*ALL DIMENSIONS ARE APPROXIMATE DISTANCES

North

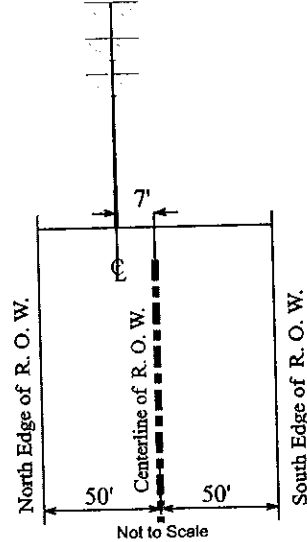
0 100 200 400

T-77N



Not to Scale

Typical Pole Alignment



MidAmerican Energy Company

Drawn By: VMC	Date: 12/22/03
Rev:	Date:
Rev:	Date:
Rev:	Date:

Madison County
Section 17, T-77N, R-29W

Exhibit A
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Tract Number
IA-MD-007.000

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