



REC \$ 35⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 5⁰⁰

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2003 NOV -4 PM 2: 56

COMPUTER ☒
RECORDED ☒
COMPARED ☒

MICKI UTSLER
RECORDER
MADISON COUNTY, 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**

Tract No. IA-MD-004.000

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), Walter W. Heimberger and Lois J. Heimberger, husband and wife as Tenants in Common and the undersigned tenant(s), Heimberger & Heimbartus, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of Five Thousand Ninety and 00/100 (\$5,090.00)

_____) 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 Three Hundred Sixty and 00/100 (\$20,360.00), 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 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 5 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 W.W.H. L.J.H.
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

WWR *L.J.H.*

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 14th day of October, 2003.

OWNER:

Lois J. Heimberger
Lois J. Heimberger
Walter W. Heimberger
Walter W. Heimberger

TENANT:

Heimberg & Taborhaus
Heimberg & Taborhaus

Grantor Initial WWH LSH
Revised 07-21-03
Revision 10

ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Madison)SS

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

On this 14th day of October, A.D. 2003, before me, a Notary Public in and for the State of Iowa, personally appeared Walter W. Haimberger
and Lois J. Haimberger

_____ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that ~~he/she~~ they executed the name as ~~his/her~~ their voluntary act and deed.

(Seal)



Carl Speed
Iowa Notarial Seal
Commission number 721261
My Commission Expires 03/07/06

A handwritten signature in black ink, appearing to be "Carl Speed", written over a horizontal line.

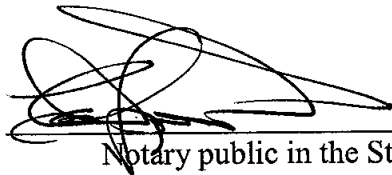
Notary Public in the State of Iowa

ACKNOWLEDGMENT

STATE OF IOWA)
)SS
COUNTY OF MADISON)

On this 14th day of October, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared J. K. Heimberger representing Heimberger & Naborhaus, Tenant, 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.

(Seal)



Notary public in the State of Iowa



Carl Speed
Iowa Notarial Seal
Commission number 721261
My Commission Expires 03/07/06

Exhibit A
Page 1 of 2

An electric line easement as depicted on attached parcel map, over, under and across that part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 17, in Township 77 North of Range 29 West of the 5th P. M. in Madison Co., Iowa and further described as follows:

Property Legal Description

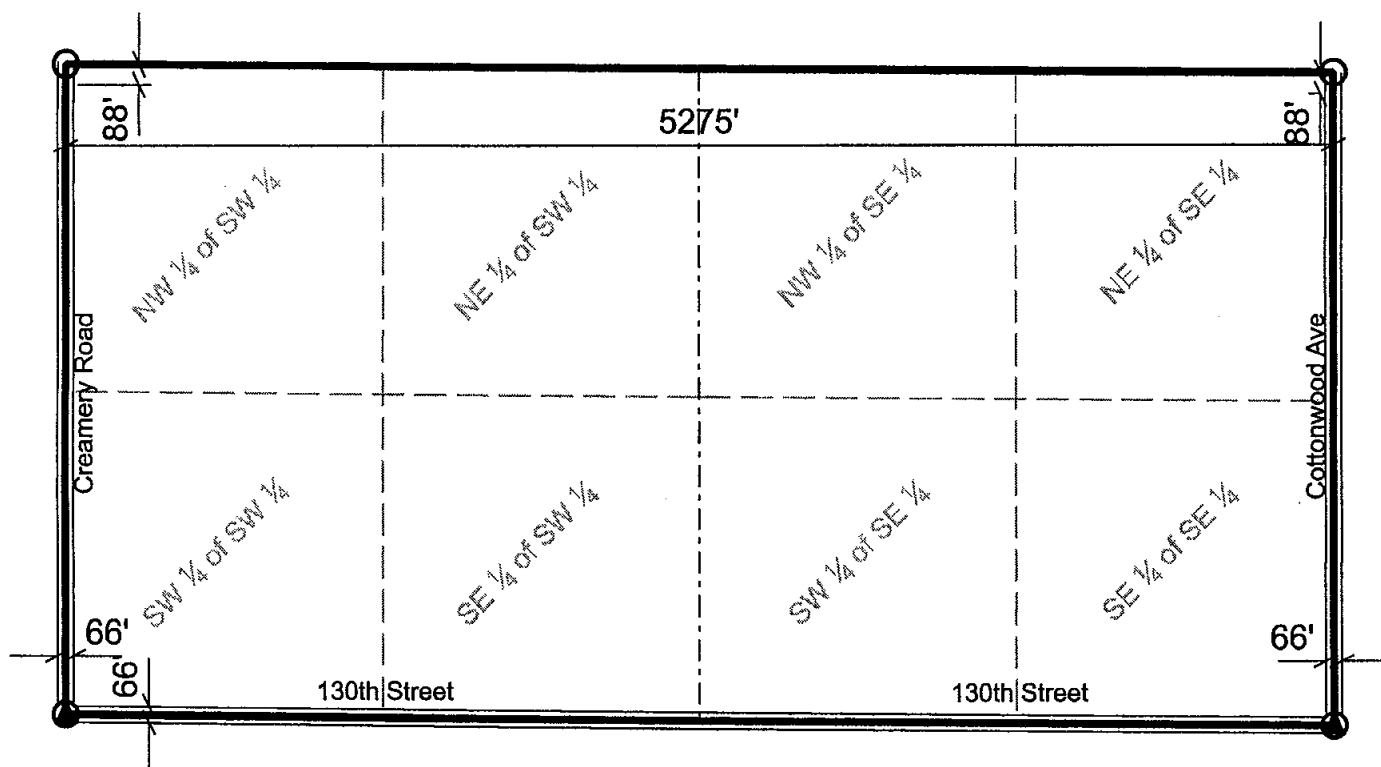
The South Half (S1/2) of Section Seventeen (17), Township Seventy-seven (77) North, Range Twenty-nine (29), West of the Fifth P. M., Madison County, Iowa, subject to easements of record.

Electric Line Easement Legal Description

The North 88 feet of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ in said Section 17, Township 77 North of Range 29 West of the 5th P.M. in Madison County, Iowa.

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

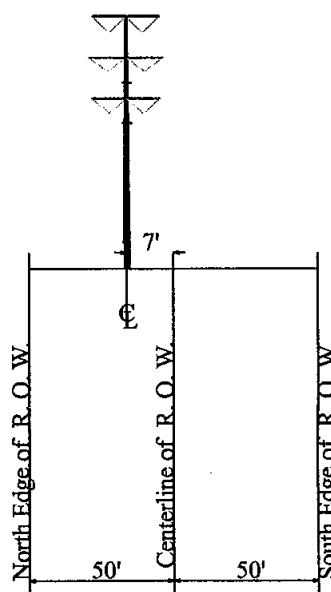
Owner

Walter W. Heimberger and
Lois J. Heimberger, husband and
wife as Tenants in Common

Walter W. Heimberger
Lois J. Heimberger
550 Northeast 4th
Earlham, IA 50072

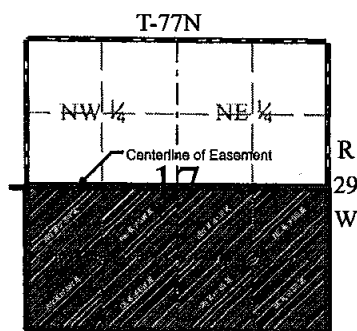
Walter W. Heimberger
Lois J. Heimberger
P.O. Box 117
Earlham, IA 50072

Typical Pole Alignment



Legend

- Section Line & 1/4 Section Line
- 1/4 1/4 Section Line
- Property Line
- Property Corner
- ▲ Section Corner
- XXXXXX Easement



0 200 400 800

MidAmerican Energy Company

Drawn By: JFT	Date: 8/7/03
Rev:	Date:
Rev:	Date:
Rev:	Date:

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

Exhibit A
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Tract Number
IA-MD-004.000