

Document 2005 3984

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MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

COMPUTER	☒
RECORDED	☒
COMPARED	☐

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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 (Overhang Only)**

Tract No. MD-052.R015.R001

State of Iowa, County of Madison

Short Legal Description: Pt of N ½ Section 14-77-26

Project No. 32162

OPTION AND EASEMENT

The undersigned owner(s), Jon W. McBride Trust and the undersigned tenant(s), _____, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of two thousand six hundred seventy dollars and forty three cents (\$2670.43) 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 ten thousand six hundred eighty-one dollars and seventy-one cents (\$10,681.71), 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.

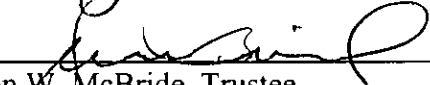
Signed, sealed and delivered this 4 day of August, 2005

GRANTOR/OWNER:

Jon W. McBride Revocable Trust



Heyoung L. McBride, Trustee



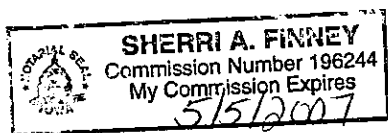
Jon W. McBride, Trustee

GRANTOR/TENANT:

TRUSTEE ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF Polk) ss

On this 4th day of August, 2005, before me, the undersigned Notary Public, personally appeared **Heyoung L. McBride and Jon W. McBride**, to me personally known, who being by me duly sworn did say that they are the only Trustees of **Jon W. McBride Revocable Trust dated November 23, 1999**, and the said Trustees acknowledged the execution of the forgoing instrument to be a voluntary act and deed and by them voluntarily executed.



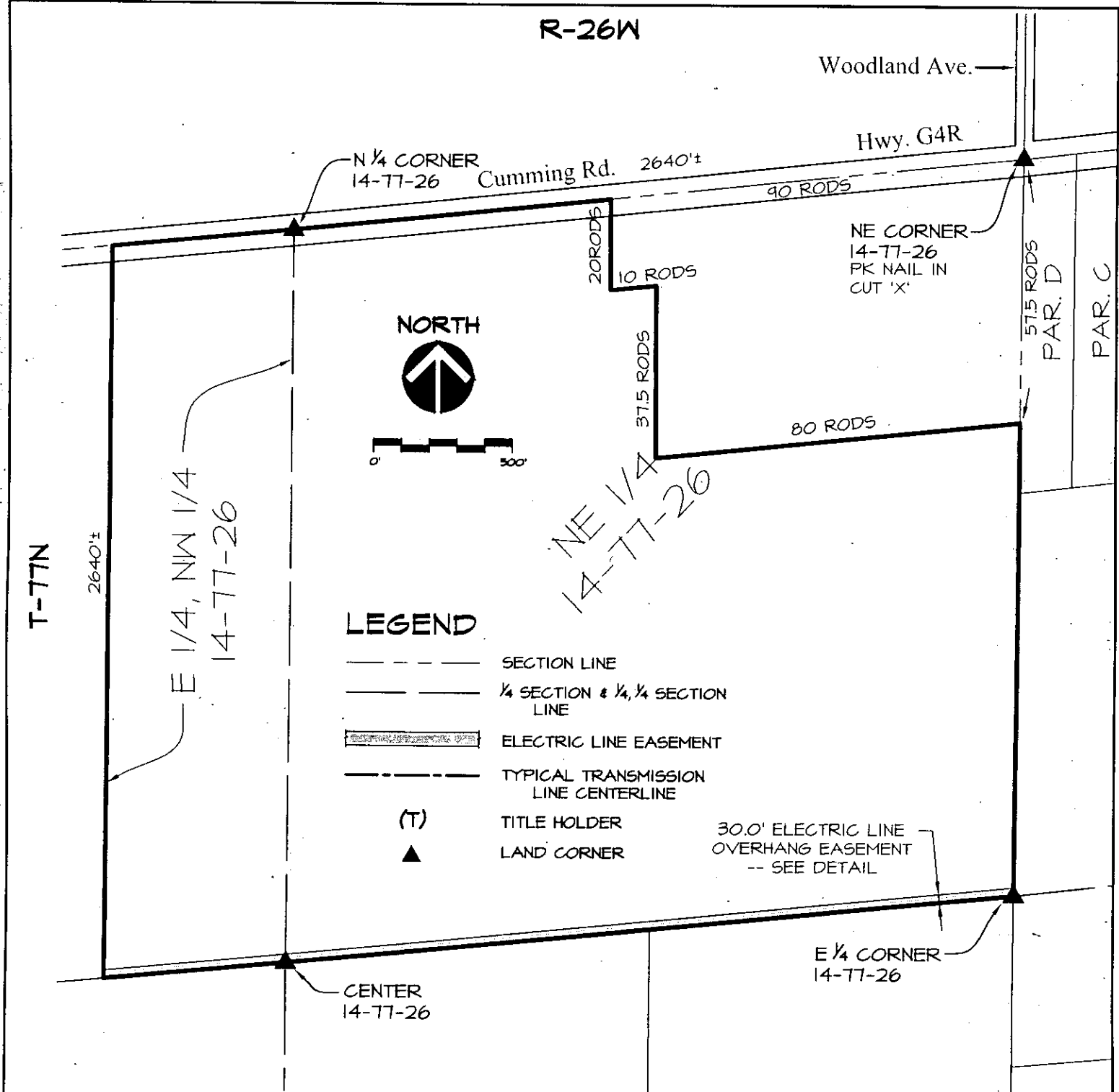
Sherri A. Finney
Notary Public in and for said State

TENANT ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF _____) ss

On this _____ day of _____, 2005, before me, a Notary Public, personally appeared _____, to me known to be the person who is named in and who executed the foregoing instrument, and acknowledged that he executed the same as a voluntary act and deed.

Notary Public in and for said State



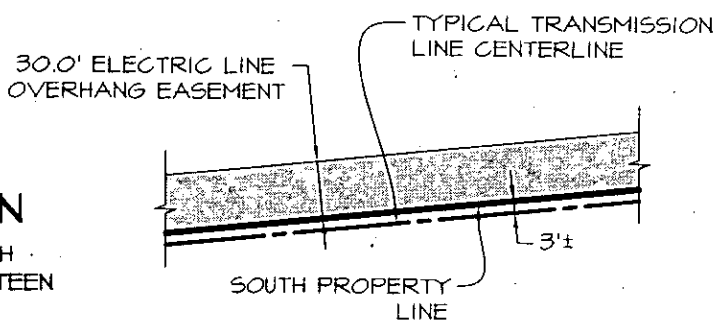
OWNERS
JON W. McBRIDE TRUST (T)
HEYOUNG L. McBRIDE (TRUSTEE)
JON W. McBRIDE (TRUSTEE)

PROPERTY LEGAL DESCRIPTION

THE NORTHEAST QUARTER (1/4) AND THE EAST ONE-FOURTH (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION FOURTEEN (14), TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, EXCEPT A TRACT COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION, THENCE SOUTH 57 1/2 RODS, THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION, 80 RODS, THENCE NORTH 37 1/2 RODS, THENCE WEST PARALLEL WITH SAID NORTH LINE 10 RODS, THENCE NORTH 20 RODS TO SAID NORTH LINE OF SAID SECTION, THENCE EAST ON SAID SECTION LINE 90 RODS TO THE POINT OF BEGINNING CONTAINING 30 ACRES, MORE OR LESS.

ELECTRIC LINE OVERHANG EASEMENT LEGAL DESCRIPTION

THE SOUTH 30.0 FEET OF THE NE 1/4 AND THE SOUTH 30.0 FEET OF THE E 1/4 OF THE NW 1/4 OF SECTION 14, T-77N, R-26W OF THE 5TH P.M., MADISON COUNTY, IOWA. SAID EASEMENT CONTAINS 2.271 ACRES, MORE OR LESS.



EASEMENT DETAIL
SCALE: 1" = 100'

MIDAMERICAN ENERGY COMPANY	
MADISON COUNTY SECTION 14, T-77N, R-26W	
DRAWN BY: MMD	DATE: 6-03-05
CHECKED: PJS	SCALE: 1" = 500'
APPROVED:	APPROVED:
EXHIBIT "A"	TRACT NO. MD-052.R015.R001 BN TRANS
SHEET 1 OF 1	