

Document 2005 4744

Book 2005 Page 4744 Type 06 001 Pages 7

Date 10/03/2005 Time 11:17 AM

Rec Amt \$37.00

MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

COMPUTER	✓
RECORDED	✓
COMPARED	✓

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**

Tract No. MD-003.000

State of Iowa, County of Madison

Legal Description: S ½, NE ¼ S-1, T 77N, R 27W

Project No. 32162

OPTION AND EASEMENT

The undersigned owner(s), Walter E. Eichner and Florence Faith Eichner H&W and the undersigned tenant(s), Randy Golightly, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of One Thousand Three Hundred Sixty Dollars and No/100 (\$1,360.00) 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 Five Thousand Four Hundred Forty and No/100 (\$5,440.00), 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 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. This right of way grant is limited to the construction of one 161,000 volt electric transmission line supported by one two pole 345, 000 volt structure within an existing ninety six (96) foot wide easement filed in the Office of the Recorder in and for Madison County, Iowa in Book 112, Page 642, and filed on May 30, 1979, and any patrolling, operating, maintenance related thereto.

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 19th day of Sept., 2005

GRANTOR/OWNER:

Walter E. Eichner

Walter E. Eichner

Florence Faith Eichner

Florence Faith Eichner

TENANT:

Randy Golightly
Randy Golightly

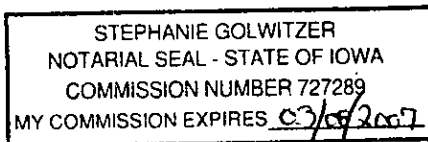
ACKNOWLEDGEMENT

STATE OF (IOWA)

COUNTY OF (Dallas)

I, Stephanie Golwitzer, a Notary Public in and for the County and State aforesaid, do hereby certify that Walter E. Eichner and Florence Faith Eichner personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the purposes therein set forth.

Given under my hand and Official Seal, this 19 day of September, A.D. 2005.



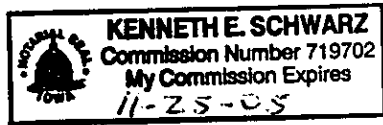
Stephanie Golwitzer
Notary Public in and for County and State
Seal number and date of expiration

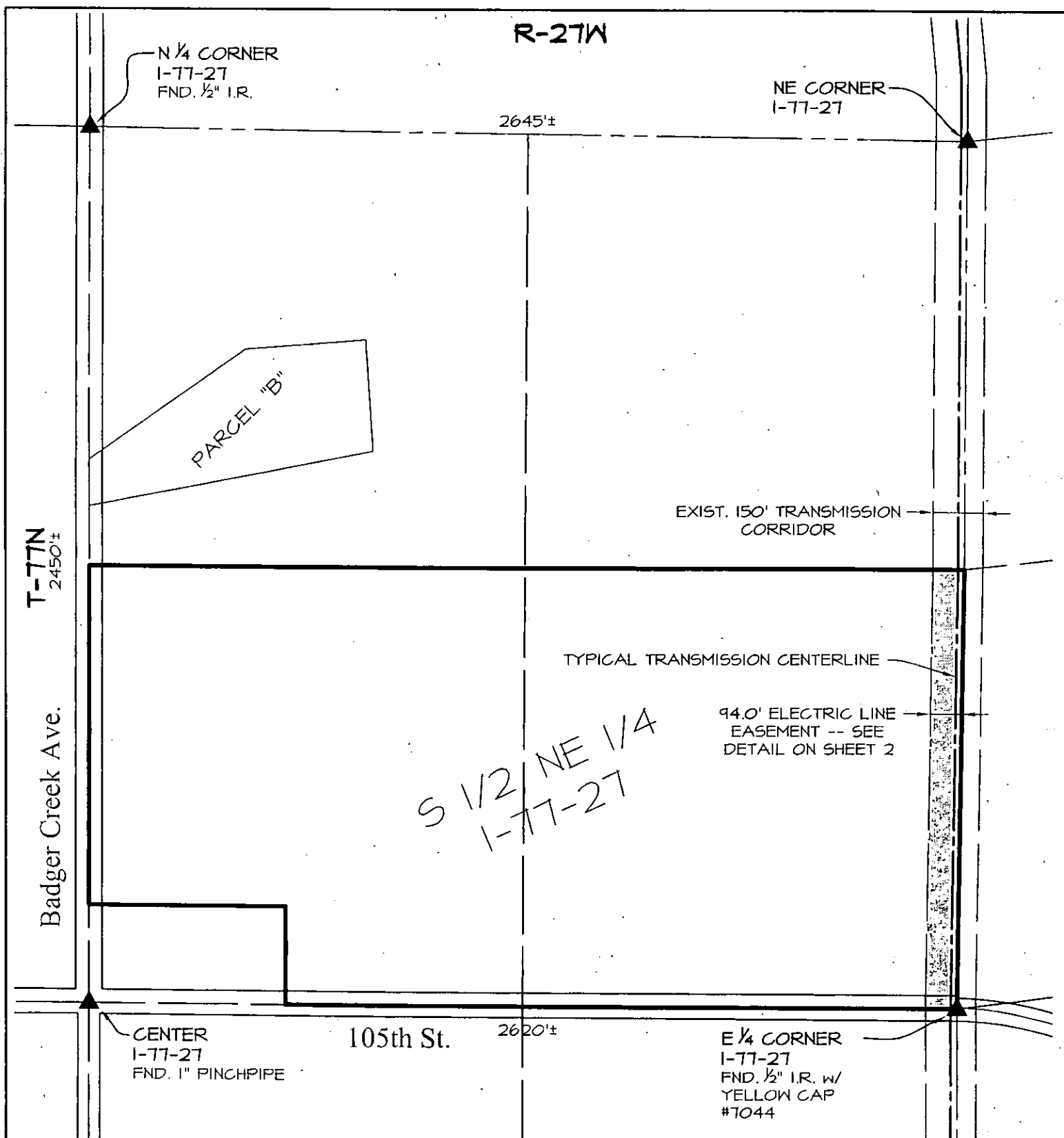
TENANT ACKNOWLEDGMENT

STATE OF IOWA)
)ss
COUNTY OF Dallas)

On this 26th day of September 2005, before me, a Notary Public, personally appeared Randy Golightly, 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.

Kenneth E. Schwarz
Notary Public in and for said State

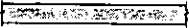




OWNER

FLORENCE FAITH EICHNER (T)
WALTER E. EICHNER (T)

LEGEND

- SECTION LINE
- 1/4 SECTION & 1/4, 1/4 SECTION
LINE
-  ELECTRIC LINE EASEMENT
- TYPICAL TRANSMISSION
LINE CENTERLINE
- (T) TITLE HOLDER
- ▲ LAND CORNER

LEGAL DESCRIPTIONS

SEE SHEET 2 OF 2

NORTH



0' 200' 400'

MIDAMERICAN ENERGY COMPANY

MADISON COUNTY
SECTION 1, T-77N, R-27W

DRAWN BY: MMD DATE: 6-03-05

CHECKED: PJS SCALE: 1" = 400'

APPROVED: APPROVED:

EXHIBIT "A"
SHEET 1 OF 2

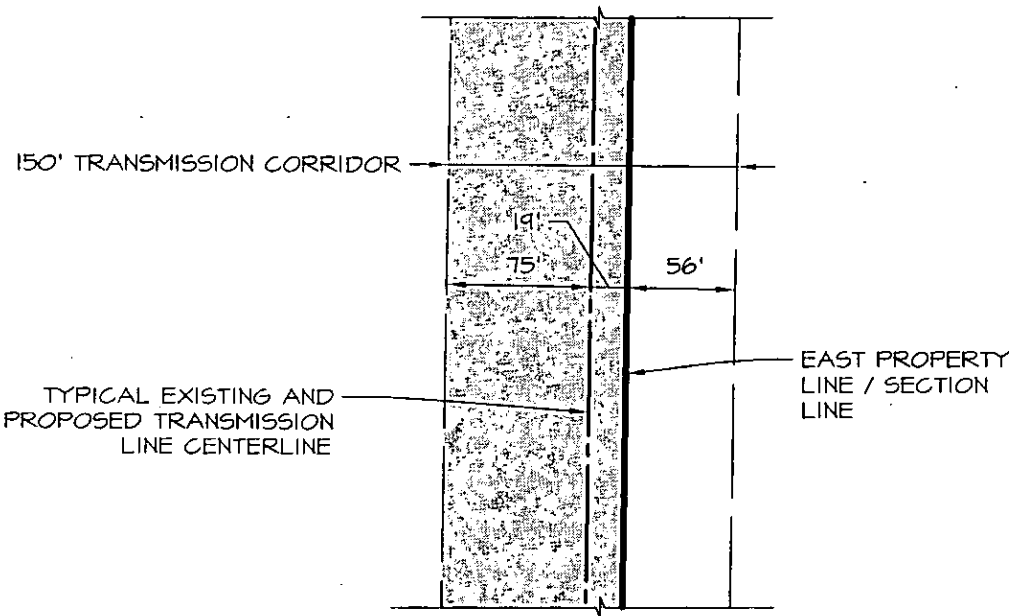
TRACT NO.
MD-003.000
BN TRANS

PROPERTY LEGAL DESCRIPTION

THE SOUTH HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4), EXCEPT THE SOUTH 18 RODS OF THE WEST 36 RODS THEREOF CONVEYED FOR CHURCH AND CEMETERY PURPOSES, OF SECTION ONE (1), IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

ELECTRIC LINE EASEMENT
LEGAL DESCRIPTION

THE EAST 94.0 FEET OF THE S 1/2 OF THE NE 1/4 OF SECTION 1, T-77N, R-27W OF THE 5TH P.M., MADISON COUNTY, IOWA. SAID EASEMENT CONTAINS 2.870 ACRES, MORE OR LESS.



EASEMENT DETAIL
SCALE: 1" = 100'

MIDAMERICAN ENERGY COMPANY	
MADISON COUNTY SECTION 1, T-77N, R-27W	
DRAWN BY: MMD	DATE: 6-03-05
CHECKED: PJS	SCALE:
APPROVED:	APPROVED:
EXHIBIT "A"	TRACT NO. MD-003.000 BN TRANS.
SHEET 2 OF 2	