

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

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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-011.000

State of Iowa, County of Madison

Legal Description: T77N, R29W, Section No. 16, of the 5th P.M.

Project No. B88

OPTION AND EASEMENT

The undersigned owner(s), Darlene E. Scar, a single person, Individually and as Life Estate, Robert E. Scar, a single person, Richard W. Scar and Janice Scar, husband and wife, and David C. Scar and Jere Scar, husband and wife, Dennis D. Scar and Christine M. Scar, husband and wife, as Sellers, Dennis D. Scar and Christine M. Scar, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, as Buyers and the undersigned tenant(s), N/A, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of Seven Hundred Fifty Seven Dollars and 50/100 (\$ 757.50) 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 Two Thousand Nine Hundred Ninety Three Dollars and 00/100 (\$ 2,993.00), 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 1 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.~~

B. P. *DS CMW RS*
Grantor Initial DES.
Revised 07-21-03
Revision 10
R.E.S.

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.

BS
Grantor Initial *DEB.* *RS*
Revised 07-21-03
Revision 10
R.E.S.

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 2 day of April, 2004.

OWNER:
Robert E. Scar
Robert E. Scar
Janice Scar
Janice Scar
Corey Scar
Jere Scar
Christine M Scar
Christine M. Scar

Richard W. Scar
Richard W. Scar
David C. Scar
David C. Scar
Dennis D. Scar
Dennis D. Scar
Darlene E. Scar
Darlene E. Scar, Individually and as
a Life Estate

TENANT:
N/A

R. P. D. Scar
Grantor Initial DES 95

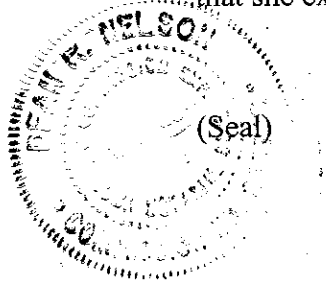
R.E.S.

ACKNOWLEDGMENT

STATE OF IOWA)
)SS
COUNTY OF MADISON)

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

On this 7 day of April, A.D. 2004, before me, a Notary Public in and for the State of Iowa, personally appeared Darlene E. Scar, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



Dean R. Nelson
Notary Public in the State of Iowa

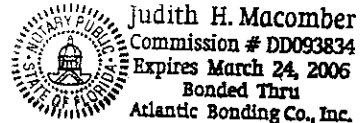
STATE OF FLORIDA)
)SS
COUNTY OF ST. LUCIE)

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

On this 16th day of April, A.D. 2004, before me, a Notary Public in and for the State of ~~Iowa~~ Florida, personally appeared Robert E. Scar, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

(Seal)

Judith H. Macomber
Notary Public in the State of ~~Iowa~~
Florida



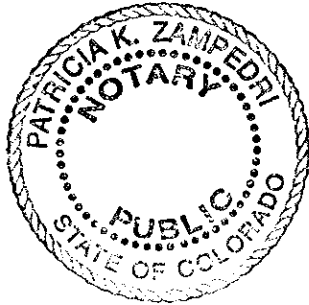
ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF Chaffee) SS

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

On this 30~~th~~ day of April, A.D. 2004, before me, a Notary Public in and for the State of ~~Iowa~~ ^{Colorado}, personally appeared Richard W. Scar and Janice Scar, husband and wife, 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)



Patricia K. Zampardi
Notary Public in the State of ~~Iowa~~
Colorado 11-25-05

STATE OF IOWA)
COUNTY OF DALLAS) SS

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

On this 21st day of MAY, A.D. 2004, before me, a Notary Public in and for the State of Iowa, personally appeared David C. Scar and Jere Scar, husband and wife, 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)



Katie Devitt
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 NE $\frac{1}{4}$ of Section 16, Township 77 North, Range 29 West of the 5th P.M. in Madison Co., Iowa, and further described as follows:

Property Legal Description

The East One-Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of Section 16, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa. EXCEPT Parcel "A" in the Northeast Quarter of the Northeast Quarter of Section 16, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northeast Corner of Section 16, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa; thence South $00^{\circ} 00' 00''$ East 282.00 feet along the East line of the Northeast Quarter of said Section 16; thence North $89^{\circ} 09' 56''$ West 466.71 feet; thence North $00^{\circ} 51' 28''$ East 282.00 feet to a point on the North line of said Northeast Quarter; thence South $89^{\circ} 09' 43''$ East 462.49 feet to the Point of Beginning containing 3.008 acres including 0.638 acres of County Road right-of-way.

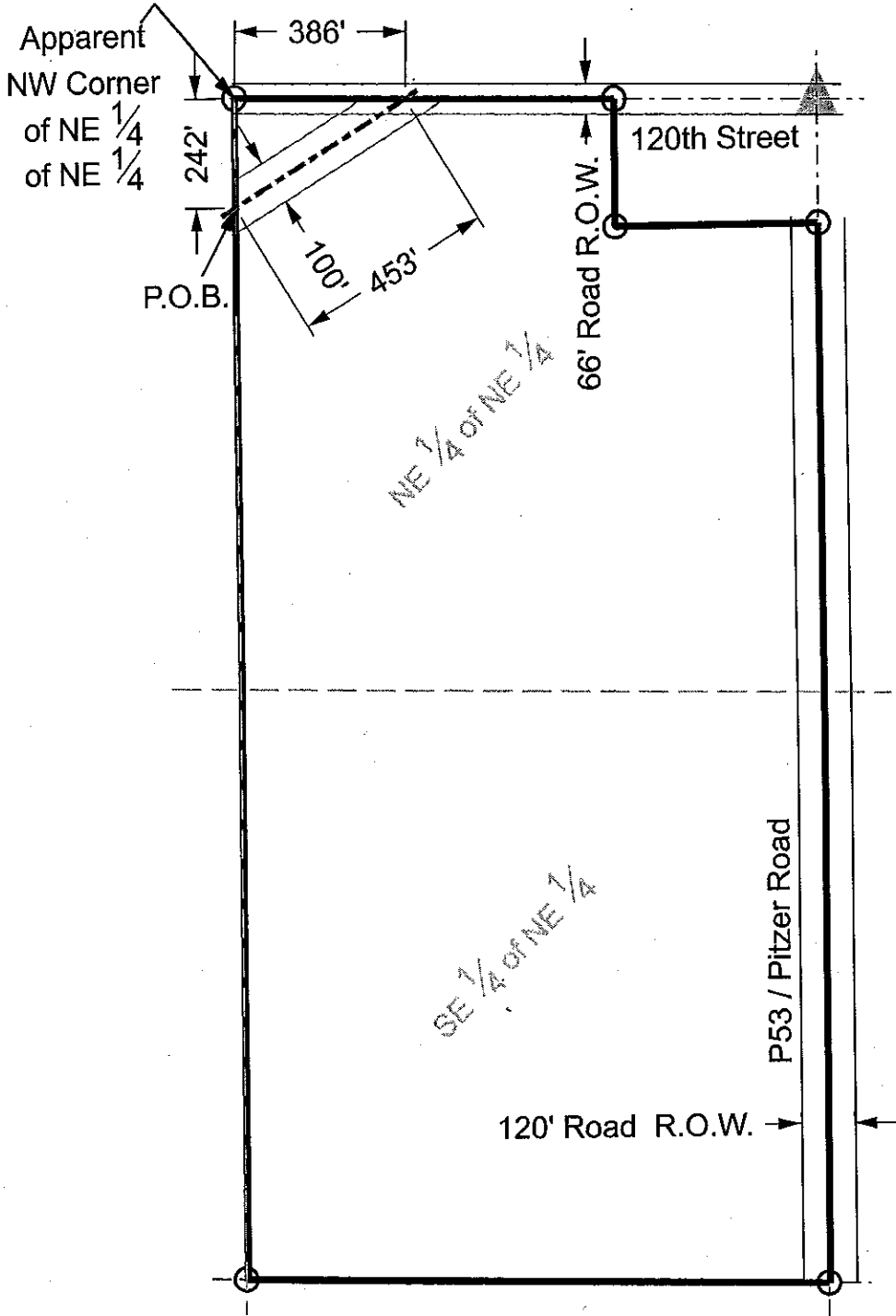
Electric Line Easement Legal Description

That part of the above described tract of land being a continuous strip of land, 100 feet wide, situated 50 feet on each side of the following described centerline: Beginning at a point approximately 242 feet South along said apparent West line from the apparent NW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16; thence generally Northeasterly with said centerline for a distance of approximately 453 feet to a point on the apparent North line of said tract said point being approximately 386 feet East from the apparent NW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16.

Said easement contains 1.03 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.

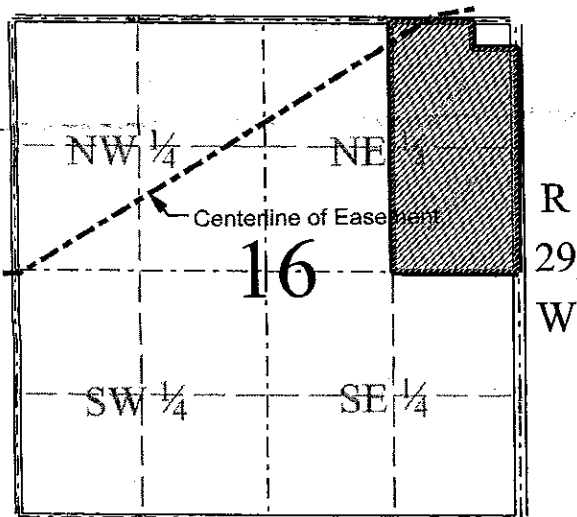


*ALL DIMENSIONS ARE APPROXIMATE DISTANCES

North

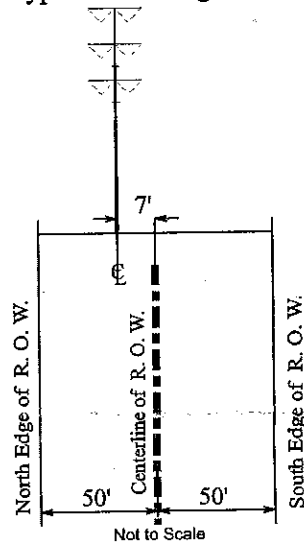


T-77N



Not to Scale

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: 12/22/03
Rev:	Date:
Rev:	Date:
Rev:	Date:

Madison County
Section 16, T-77N, R-29W

Exhibit A
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Tract Number
IA-MD-011.000