



FILED NO. **6444**

REC \$ 45.00
AUD \$ _____
R.M.F. \$ 1.00
5.00

BOOK **2003** PAGE **6444**

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COMPARED

NICKI 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-018.000

State of Iowa, County of Madison

Legal Description: T77N, R29W, Section No. 11, of the 5th P.M.

Project No. B88

OPTION AND EASEMENT

The undersigned owner(s), Dorothy H. Benz, f/k/a Dorothy H. Scar Life Estate and Howard B. Benz, her husband, and Susan E. Smith, Cynthia L. Smith and Steven F. Scar, Remaindermen and the undersigned tenant(s), Monty Smith, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of TWO THOUSAND EIGHTY EIGHT DOLLARS AND SEVENTY FIVE CENTS — (\$2,088.75) 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 EIGHT THOUSAND THREE HUNDRED FIFTY FIVE DOLLARS & NO CENTS — (\$8,355.00), 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 2 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 SES
DHB
Revised 07-21-03 CS
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 SES

Revised 07-21-03

Revision 10

DHB
CLS

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 2nd day of October, 2003.

OWNER:

Steven F. Scar
Cynthia L. Smith
Cynthia L. Smith
Susan E. Smith
Susan E. Smith
Dorothy H. Benz
Dorothy H. Benz, Life Estate

TENANT: Monty Smith
Monty Smith

Grantor Initial SES
Revised 07-21-03
Revision 10
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CLS

ACKNOWLEDGEMENT

STATE OF IOWA)

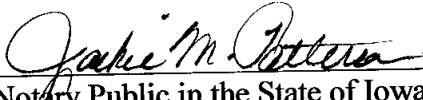
SS)

COUNTY OF MADISON)

On this 2nd day of October, A.D. 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dorothy H. Benz, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



Jackie M Patterson
Iowa Notarial Seal
Commission number 721709
My Commission Expires 04/02/06


Notary Public in the State of Iowa

ACKNOWLEDGEMENT

STATE OF IOWA)

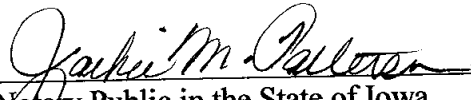
SS)

COUNTY OF MADISON)

On this 2nd day of October, A.D. 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Susan E. Smith, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



Jackie M Patterson
Iowa Notarial Seal
Commission number 721709
My Commission Expires 04/02/06


Notary Public in the State of Iowa

ACKNOWLEDGEMENT

STATE OF IOWA)

SS)

COUNTY OF MADISON)

On this 2nd day of October, A.D. 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Cynthia L. Smith, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



Jackie M Patterson
Iowa Notarial Seal
Commission number 721709
My Commission Expires 04/02/06

Jackie M. Patterson
Notary Public in the State of Iowa

ACKNOWLEDGEMENT

STATE OF IOWA)

SS)

COUNTY OF MADISON)

On this 2nd day of October, A.D. 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Monty Smith, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Jackie M Patterson
Iowa Notarial Seal
Commission number 721709
My Commission Expires 04/02/06

Jackie M. Patterson
Notary Public in the State of Iowa

Exhibit A
Page 1 of 3

An electric line easement as depicted on attached parcel map, over, under and across that part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11, 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 North Fifty (50) Acres of the North Half (N1/2) of the Southwest Quarter (SW1/4) of Section Fourteen (14), Township Seventy-seven (77) North of Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

The West Half (W1/2) of the Southeast Quarter (SE1/4) and the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) all in Section Eleven (11) Township Seventy-seven (77) North of Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT a parcel of land described as commencing at the Southeast Corner of Section Eleven (11) in Township Seventy-seven North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, which is the Point of Beginning; thence North $0^{\circ} 25' 34''$ West 1324.16 feet along the East line of the Southeast Quarter (1/4) of said Section Eleven (11) to the North line of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Said section Eleven (11); thence South $89^{\circ} 52' 19''$ West along said North line 235.20 feet; thence South $1^{\circ} 26' 57''$ West 1324.02 feet to the South line of the Southeast Quarter (1/4) of said Section Eleven (11); thence East 278.54 feet to the Point of Beginning, containing 7.8065 acres, including 1.1902 acres of county road right-of-way.

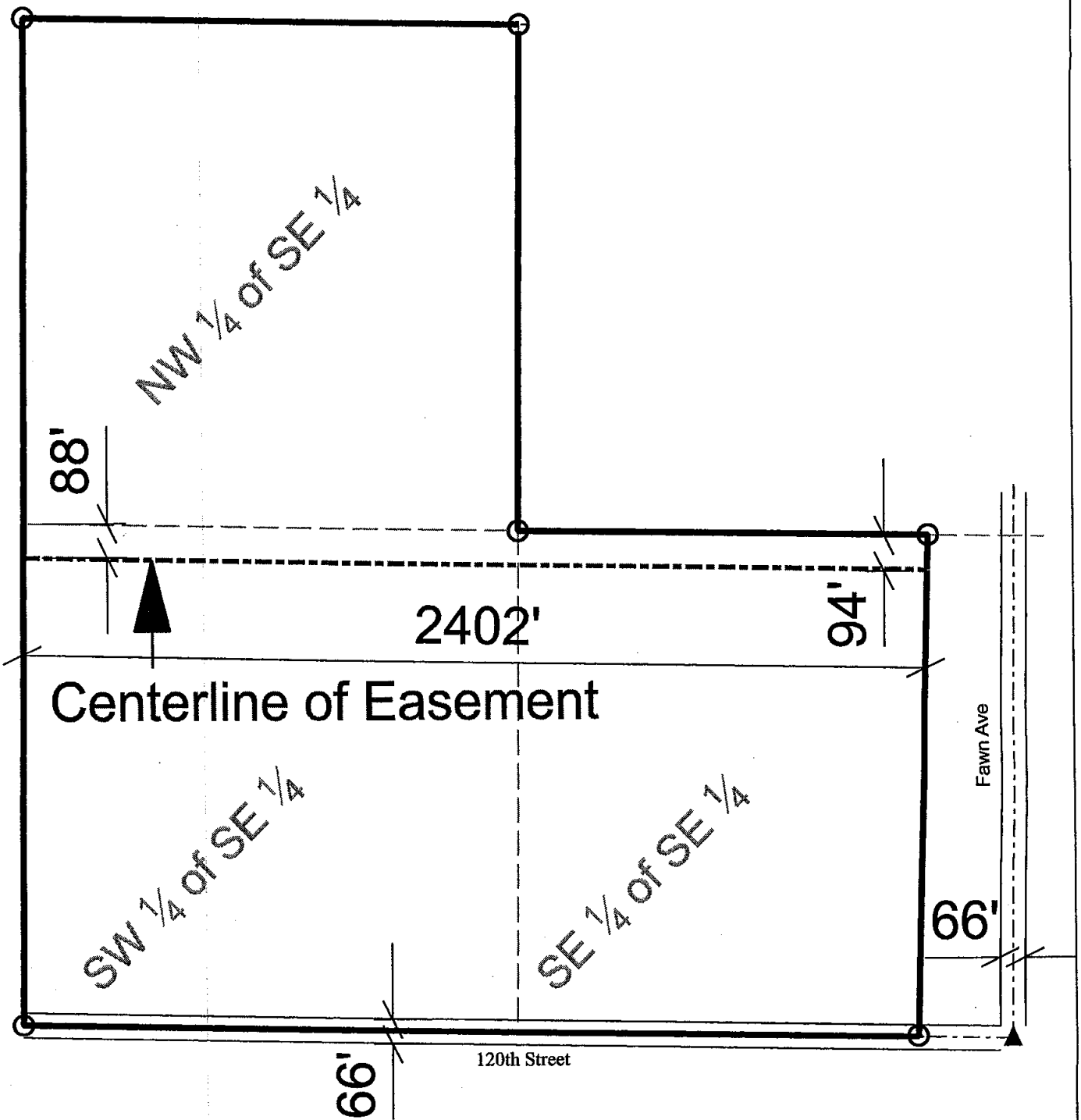
Electric Line Easement Legal Description

That part of the above described tract of land being a continuous strip of land, 100 feet wide, situated fifty feet on each side of the following described centerline: Beginning at a point approximately 88 feet South along apparent West line from the apparent SW corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11; thence generally Easterly with said

centerline for a distance of approximately 2402 feet to a point on the apparent East line of said tract, said point being approximately 94 feet South from the apparent NE corner of said tract situated in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11.

The sidelines of said easement shall be considered lengthened or shortened to terminate at the property lines.

Note: All measurements are approximate.



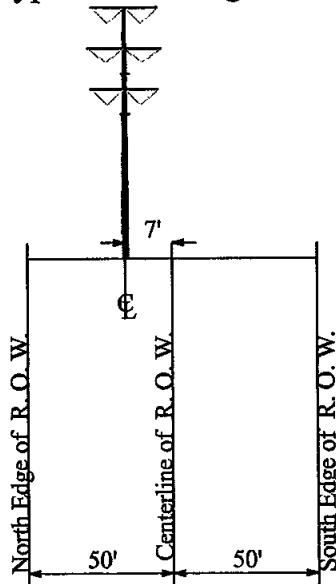
*ALL DIMENSIONS ARE APPROXIMATE DISTANCES

Owner

Dorothy H. Benz, f/k/a
 Dorothy H. Scar, Life Estate and
 Howard B. Benz, her husband,
 Susan E. Smith, Cynthia L. Smith
 and Steven F. Scar, Remaindermen

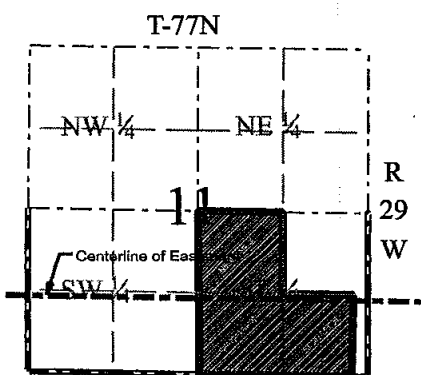
Steven F. Scar
 Cynthia L. Smith
 Susan E. Smith
 Dorothy H. Benz, Life Estate
 Howard B. Benz
 430 Northwest 2nd Street
 Earlham, IA 50072

Typical Pole Alignment

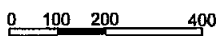


Legend

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



North



MidAmerican Energy Company		Madison County Section 11, T-77N, R-29W
Drawn By: JFT	Date: 8/7/03	
Rev:	Date:	
Rev:	Date:	
Exhibit A Page 3 of 3		Tract Number IA-MD-018.000