



REC \$ 45 <sup>00</sup>  
 AUD \$       
 R.M.F. \$ 1 <sup>00</sup>  
           5 <sup>00</sup>

FILED NO. 6493  
 BOOK 2003 PAGE 6493  
 2003 OCT 28 AM 11:07

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>

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-016.000

State of Iowa, County of Madison

Legal Description: T77N, R29W, Section No. 10, of the 5<sup>th</sup> P.M.

Project No. B88

**OPTION AND EASEMENT**

The undersigned owner(s), Howard B. Benz, Individually and as Life Estate, and Dorothy H. Benz, his wife; Dorothy DeAnn Dirksen, Eleanor Diane Hess, as Remaindermen and the undersigned tenant(s), DEANIS SCAR, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of ONE THOUSAND ONE HUNDRED TWENTY TWO DOLLARS AND EIGHTEEN CENTS - (\$ 1,122.80 ) 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 FOUR THOUSAND FOUR HUNDRED NINETY ONE DOLLARS AND TWENTY CENTS - (\$ 4,491.20 ), 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.

Grantor Initial DHB  
 Revised 07/21/03  
 Revision to DD

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 D.H.B.

Revised 07/21/03

Revision 10

DD

**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:**

Howard B. Benz by Eleanor D Hess  
Howard B. Benz, Individually and as Life Estate

Dorothy H Benz  
Dorothy H. Benz

Eleanor Diane Hess  
Eleanor Diane Hess

Dorothy DeAnn Dirksen  
Dorothy DeAnn Dirksen

**TENANT:**

Dennis Scak  
DENNIS SCAG

Grantor Initial DHB

Revised 07/21/03  
Revision 10

DD

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

*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 Eleanor Diane Hess, 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

**ACKNOWLEDGMENT**

STATE OF IOWA) )SS  
COUNTY OF MADISON)

On this 2<sup>nd</sup> day of October, 2003, before me the undersigned, a Notary Public in and for the said State, personally appeared Eleanor Diane Hess to me personally known, to be the signer of the above instrument as the attorney-in-fact of Howard B. Benz, who acknowledged that she signed the name of Howard B. Benz and her own name as the attorney-in-fact, as a 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 and for said State

ACKNOWLEDGEMENT

STATE OF IOWA)

SS)

COUNTY OF MADISON)

On this 2<sup>nd</sup> day of October, A.D. 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dennis Scar, 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

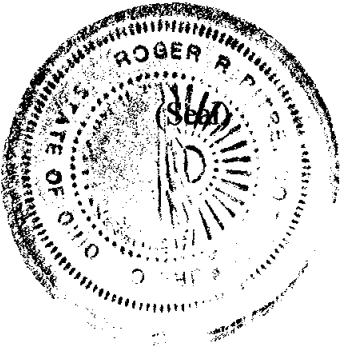
ACKNOWLEDGEMENT

STATE OF Ohio

SS)

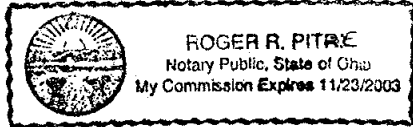
COUNTY OF Stark

On this 7<sup>th</sup> day of October, A.D. 2003, before me, the undersigned, a Notary Public in and for the State of ~~Iowa~~<sup>Ohio</sup>, personally appeared Dorothy DeAnn Dirksen, 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.



Roger R. Pitre

Notary Public in the State of ~~Iowa~~<sup>Ohio</sup>



**Exhibit A**  
**Page 1 of 2**

An electric line easement as depicted on attached parcel map, over, under and across that part of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 10, 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 Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Ten (10), and the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Fifteen (15), all in Township Seventy-Seven (77) North of Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

AND

The East One-half (E1/2) of the Southeast Quarter (SE1/4) of Section Ten (10), Township Seventy-Seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

**Electric Line Easement Legal Description**

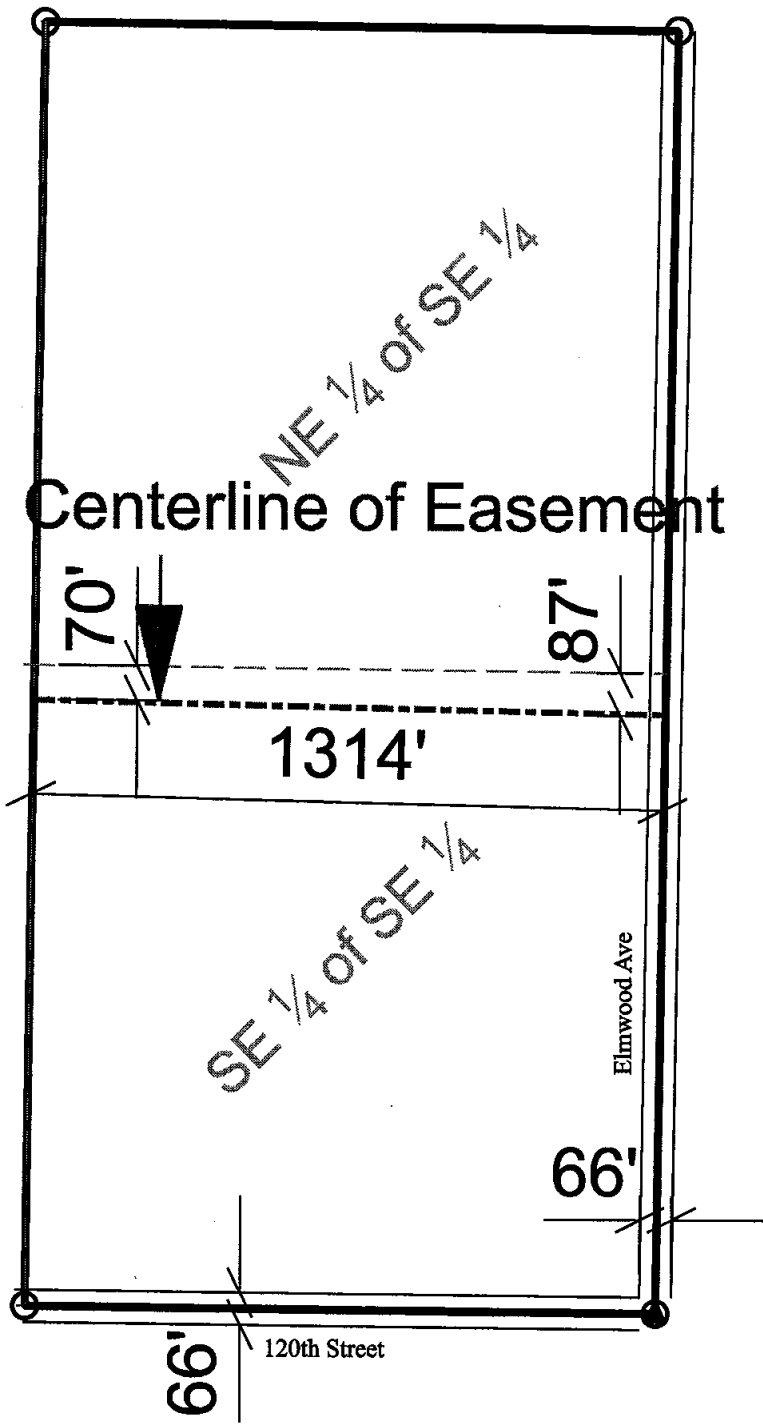
That part of the above described tract of land being a continuous strip of land, 100 feet wide, situated fifty feet on each side of the following described centerline: Beginning at a point approximately 70 feet South along apparent West line from the apparent NW corner of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 10 thence generally Easterly with said centerline for a distance of approximately 1314 feet to a point on the apparent East line of said tract said point being approximately 87 feet South from the apparent NE corner of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 10.

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

Note: All measurements are approximate.

---





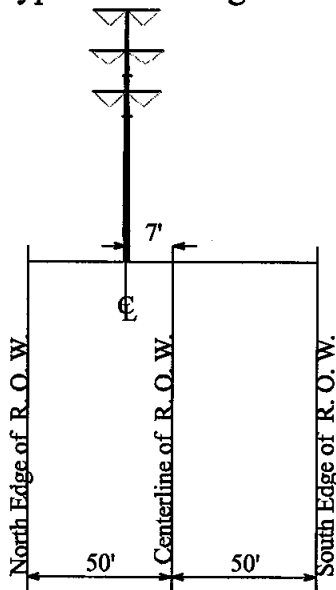
\*ALL DIMENSIONS ARE APPROXIMATE DISTANCES

**Owner**

Howard B. Benz,  
 Dorothy H. Benz,  
 Husband and Wife,  
 Dorothy DeAnn Dirksen,  
 Eleanor Diane Hess,  
 Howard B. Benz Life Estate

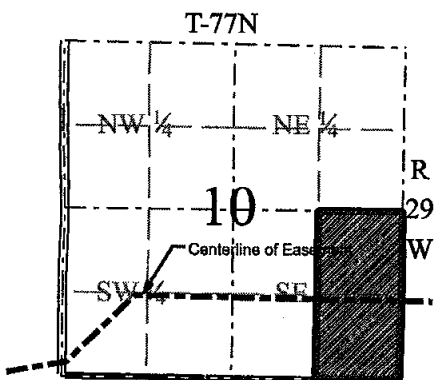
Howard B. Benz Life Estate  
 Dorothy DeAnn Dirksen  
 Eleanor Diane Hess  
 Howard B. Benz  
 Dorothy H. Benz  
 410 SW Walnut Avenue  
 Earlham, IA 50072

**Typical Pole Alignment**

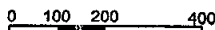


**Legend**

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



North



<b>MidAmerican Energy Company</b>		
Drawn By: JFT	Date: 8/7/03	<b>Madison County</b>
Rev: MMP	Date: 9/17/03	
Rev:	Date:	<b>Section 10, T-77N, R-29W</b>
Rev:	Date:	
<b>Exhibit A</b>		<b>Tract Number</b> IA-MD-016.000
<b>Page 2 of 2</b>		