Document 2005 5819 Book 2005 Page 5819 Type 06 001 Pages 6 Date 12/05/2005 Time 2:16 PM Rec Amt \$32.00

MICHELLE UTSLER. COUNTY RECORDER MADISON IOWA

COMPUTER	$\overline{\mathbf{V}}$
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 (Overhang Only)

Tract No. RO54

State of Iowa, County of Madison

Legal Description: SE ¼. S 15, T77N, R 26W

Project No. <u>32162</u>

### **OPTION AND EASEMENT**

The undersigned owner(s), Carmelita M. Blackman Trust, Carmelita M. Blackman (Trustee), Widow and the undersigned tenant(s),

collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of <u>Two Thousand Six Hundred Dollars</u>, (\$ 2,600) 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 <u>Ten Thousand Four Hundred Dollars and No/100</u> (10,400.00), 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 <u>Madison</u>, 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.

1

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.

J

2

## **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 18 4 day of NovEMBER, 2005.

GRANTOR/OWNER: Carmelita M. Blackman, Trustee

armetter M: Blackman

**GRANTOR/TENANT:** 

#### ACKNOWLEDGEMENT

STATE OF	Iowa	_)
COUNTY OF		) ss )

On this 17 A day of November 2005, before me, a Notary Public, personally appeared Carmelita M. Blackman, Widow as Trustee of Carmelita Blackman Trust 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

Notary Public in and for said State JAMES P. DIEMER commission Number 010516 Commission Expires

#### ACKNOWLEDGMENT

STATE OF lowa

COUNTY OF Madison )

On this \_\_\_\_\_day of \_\_\_\_\_ 2005, before me, a Notary Public, personally appeared and, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that (he)(she) executed the same as a voluntary act and deed.

) ss

Notary Public in and for said State

#### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ ) ss

On this \_\_\_\_\_day of \_\_\_\_\_ 2005, before me, a Notary Public, personally appeared \_\_\_\_\_, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that (he)(she)(they) executed the same as a voluntary act and deed.

Notary Public in and for said State

# TENANT ACKNOWLEDGMENT

STATE OF IOWA ) COUNTY OF MAPISON ) SS

On this <u>21 M</u> day of <u>November</u> 2005, before me, a Notary Public, personally appeared <u>Terry Lyons</u>, 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.

ames n

otary Public in and for said State



