

Document 2005 5943

Book 2005 Page 5943 Type 06 001 Pages 7
Date 12/12/2005 Time 3:54 PM
Rec Amt \$37.00

MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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

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. MD 005.R020

State of Iowa, County of Madison

Legal Description: W 56 ft. Gov't Lots 1 & 2, Sec 18, T, 77, R, 26W

Project No. 32162

OPTION AND EASEMENT

The undersigned owner(s), **Merlyn G. Hartz, Janice M. Hartz H&W 50% owners, and Contract Purchasers of remaining 50% from John Marshall, Sandra Jean Marshall H&W, Twyla Jo Hartz**, a single person, as Contract Sellers, and the undersigned tenant(s), N/A, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of **One Thousand Six Hundred Seventy Dollars and No/100 (\$1,670.00)** 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 **Six Thousand Six Hundred Eighty Dollars and No/100 (\$6,680.00)**, 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, 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.

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.

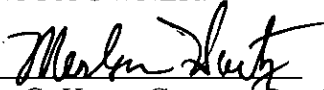
TERMINATION OF OPTION

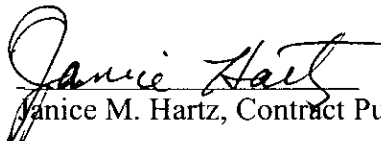
If the Company shall not elect to exercise the Option herein, or shall fail to exercise same within the time(s) hereinbefore provided, the Option shall terminate without further action and all rights granted hereunder shall become null and void.


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 10th day of NOVEMBER, 2005.

GRANTOR/OWNER:


Merlyn G. Hartz, Contract Purchaser


Janice M. Hartz, Contract Purchaser

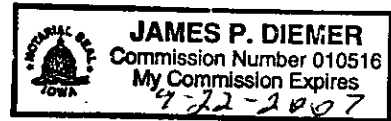

Twyla Jo Hartz, Seller

ACKNOWLEDGEMENT

STATE OF Iowa)
COUNTY OF Madison) ss

On this 10th day of NOVEMBER 2005, before me, a Notary Public, personally appeared, **Merlyn G. Hartz and Janice M. Hartz** Husband and Wife to me known to be the person(s) named in and who executed the foregoing instrument, and are authorized to execute said easement, and acknowledged that they executed the same as their voluntary act and deed

James P. Diemer
Notary Public in and for said State

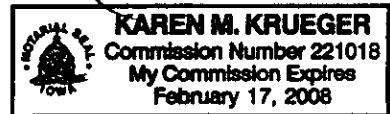


ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF ~~Madison~~ Polk) ss

On this 14th day of November, 2005, before me, a Notary Public, personally appeared **Twyla Jo Hartz**, a single person, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that she executed the same as a voluntary act and deed.

Karen M. Krueger
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

R-26W

NW CORNER
18-77-26
FND. 1" SQUARE
BOLT

NE CORNER
18-77-26
FND. 1" SQUARE
BOLT

120th St.

G14

G.L. 1

EXIST. 150' TRANSMISSION
CORRIDOR

TYPICAL EXISTING & PROPOSED
TRANSMISSION LINE CENTERLINE

4 RODS

OWNERS

JANICE M. & MERLYN G.
HARTZ 50% (T) & 50% (C)
JOHN & SANDRA JEAN
MARSHALL AND TWYLA
JO HARTZ 50% (T)

NORTH



0' 300' 600'

56.0' ELECTRIC LINE
EASEMENT -- SEE
DETAIL "C" ON
SHEET 2

G.L. 2

SEE EASEMENT
DETAIL "B" ON
SHEET 2

E 1/4 CORNER
18-77-26

W 1/4 CORNER
18-77-26

80.0' ELECTRIC LINE
EASEMENT -- SEE
DETAIL "A" ON
SHEET 2

G.L. 3

25.63
ACRES

G.L. 4

25.54
ACRES

G.L. 5

SE CORNER
18-77-26

SW CORNER
18-77-26

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 3 OF 3

MIDAMERICAN ENERGY COMPANY

MADISON COUNTY
SECTION 18, T-77N, R-26W

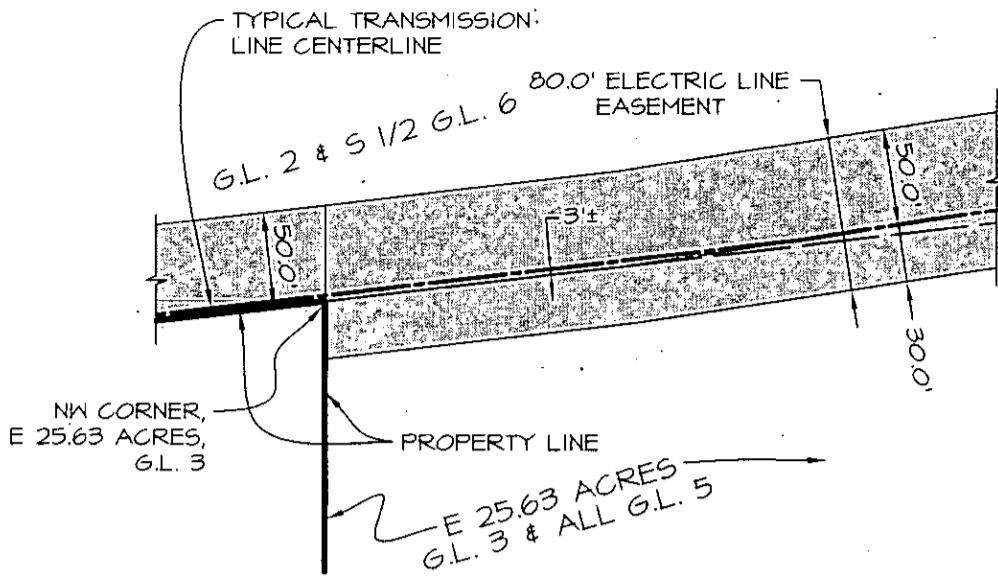
DRAWN BY: MMD DATE: 8-24-05

CHECKED: PJS SCALE: 1" = 600'

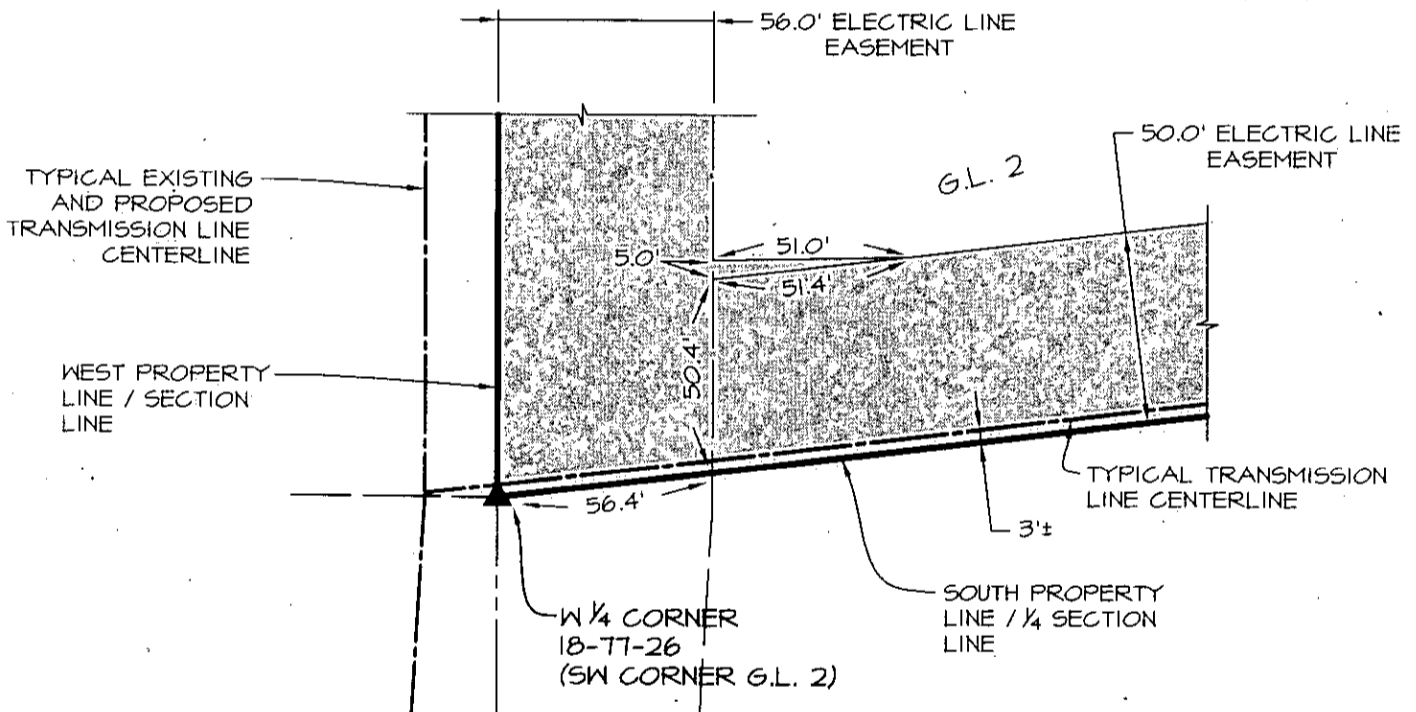
APPROVED: APPROVED:

EXHIBIT "A"
SHEET 1 OF 3

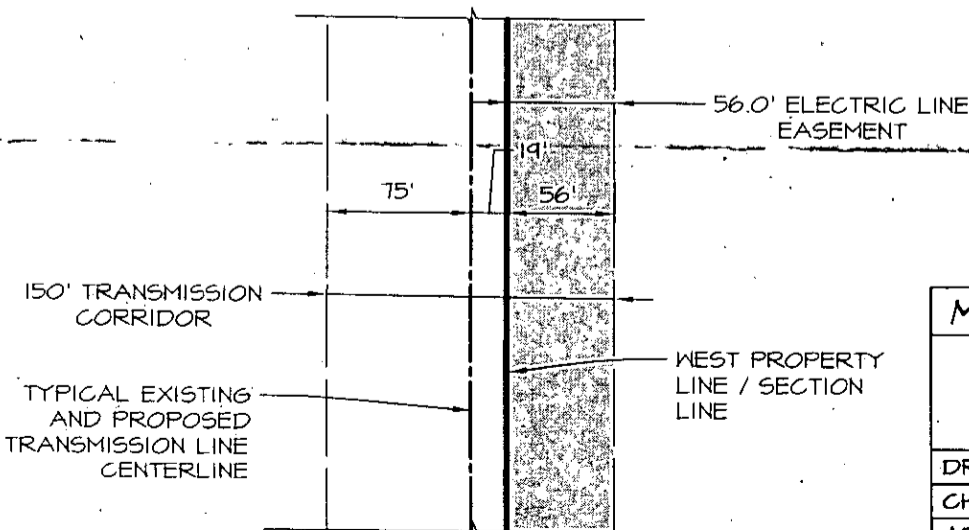
TRACT NO.
MD-005.R020
BN TRANS



EASEMENT DETAIL "A"
SCALE: 1" = 100'



EASEMENT DETAIL "B"
SCALE: 1" = 50'



EASEMENT DETAIL "C"
SCALE: 1" = 100'

MIDAMERICAN ENERGY COMPANY	
MADISON COUNTY SECTION 18, T-77N, R-26W	
DRAWN BY: MMD	DATE: 8-24-05
CHECKED: PJS	SCALE:
APPROVED:	APPROVED:
EXHIBIT "A"	TRACT NO. MD-005.R020 BN TRANS
SHEET 2 OF 3	

PROPERTY LEGAL DESCRIPTION

LOT TWO (2); THE EAST 25.63 ACRES OF LOT THREE (3); THE EAST 25.54 ACRES OF LOT FOUR (4); LOT FIVE (5); AND THE SOUTH HALF (S 1/2) OF LOT SIX (6); AND THE WEST 4 RODS OF LOT ONE (1), ALL IN SECTION EIGHTEEN (18), TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

ELECTRIC LINE EASEMENT LEGAL DESCRIPTION

THE WEST 56.0 FEET OF GOVERNMENT LOTS 1 AND 2 IN SECTION 18, T-77N, R-26W OF THE 5TH P.M., MADISON COUNTY, IOWA,

AND,

THE SOUTH 50.0 FEET OF GOVERNMENT LOT 2, LYING WEST OF THE PROJECTED WEST LINE OF THE EAST 25.63 ACRES OF GOVERNMENT LOT 3 IN SAID SECTION 18,

AND,

AN 80.0 FEET WIDE STRIP OF LAND ACROSS GOVERNMENT LOTS 2, 3, 5 AND 6 IN SAID SECTION 18, LYING 50.0 FEET NORTHERLY OF AND 30.0 FEET SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 18, WHICH IS THE SOUTHEAST CORNER OF GOVERNMENT LOT 6, THENCE ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 6, WEST, 675.5 FEET TO A POINT; THENCE WEST-NORTHWESTERLY, 444.2 FEET TO A POINT WHICH LIES 32 FEET, MORE OR LESS, NORTH OF THE SOUTH LINE OF SAID GOVERNMENT LOT 6; THENCE WEST-SOUTHWESTERLY, 921.8 FEET TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 2; THENCE WEST ALONG SAID SOUTH LINE, 160 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF THE EAST 25.63 ACRES OF SAID GOVERNMENT LOT 3, SAID POINT IS THE POINT OF TERMINATION OF SAID SEGMENT,

AND,

COMMENCING AS A POINT OF REFERENCE AT THE WEST 1/4 CORNER OF SAID SECTION 18, WHICH IS THE SOUTHWEST CORNER OF GOVERNMENT LOT 2, THENCE ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 2, EAST, 56.4 FEET TO A POINT WHICH LIES 56.0 FEET EAST OF THE WEST LINE OF SAID GOVERNMENT LOT 2; THENCE ALONG A LINE WHICH LIES 56.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID GOVERNMENT LOT 2, NORTH, 50.4 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON A LINE WHICH LIES 56.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID GOVERNMENT LOT 2, NORTH, 5.0 FEET TO A POINT; THENCE EASTERLY, 51.0 FEET TO A POINT THAT LIES 50.0 FEET NORTH OF THE SOUTH LINE OF SAID GOVERNMENT LOT 2; THENCE ALONG A LINE THAT LIES PARALLEL TO AND 50.0 FEET NORTH OF THE SOUTH LINE OF SAID GOVERNMENT LOT 2, WEST, 51.4 FEET TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINS 8.366 ACRES, MORE OR LESS.

MIDAMERICAN ENERGY COMPANY

MADISON COUNTY
SECTION 18, T-77N, R-26W

DRAWN BY: MMD DATE: 8-24-05

CHECKED: PJS SCALE:

APPROVED: APPROVED:

EXHIBIT "A"

SHEET 3 OF 3

TRACT NO.
MD-005.R020
BN TRANS