

MICHELLE "MICKI" 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**

Tract No. MD-005.004-B

State of Iowa, County of Madison

Legal Description: N ½ SE ¼ Sec-12 T-77N, R-27W

Project No. 32162

OPTION AND EASEMENT

The undersigned owner(s), Donald P. Noack and Eleanor A. Noack H&W
 and the undersigned tenant(s), _____
 , collectively and individually, hereinafter referred to as "Grantor", in consideration of
 the sum of One Thousand One Hundred Sixty Dollars and No/100 (\$1,160.00) 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 Four Thousand Six Hundred Forty
(\$4,640.00), 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 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 8th day of June, 2005

GRANTOR/OWNER:

X Donald P. Noak
Donald P. Noak

X Eleanor A. Noak
Eleanor A. Noak

GRANTOR/TENANT:

STATE OF IOWA)
) SS.
COUNTY OF)

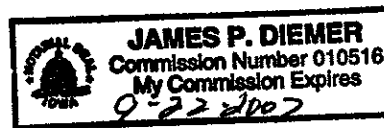
I, James P. Diemer, a Notary Public in and for the County and State
aforesaid, do hereby certify that
DONALD P. NOACK + ELEANOR A. NOACK personally known to me
to be the same person(s) whose name is (are) subscribed to the foregoing instrument, appeared before me
this day in person and acknowledged that THEY signed, sealed and delivered the said instrument as
THEIR free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of June, A.D.
2005.

(Notarial Seal)

James P. Diemer

Notary Public in and for said County



R-27W

CENTER
12-77-27
FND. 1" SQUARE
BOLT

E 1/4 CORNER
12-77-27

Badger Creek Ave.

N 1/2, SE 1/4
12-77-27

TYPICAL TRANSMISSION
LINE CENTERLINE

94.0' ELECTRIC LINE
EASEMENT -- SEE
DETAIL ON SHEET 2

T-77N
2630'±

EXISTING 150' TRANSMISSION
CORRIDOR

120th Street G14

S 1/4 CORNER
12-77-27
FND. 3/4" SQUARE
BOLT

2605'±

SE CORNER
12-77-27
FND. 1" SQUARE
BOLT

NORTH



LEGEND

- SECTION LINE
- 1/4 SECTION & 1/4, 1/4 SECTION LINE
- ELECTRIC LINE EASEMENT
- TYPICAL TRANSMISSION LINE CENTERLINE
- (T) TITLE HOLDER
- ▲ LAND CORNER

OWNERS

DONALD P. NOACK (T)
ELEANOR A. NOACK (T)

MIDAMERICAN ENERGY COMPANY

MADISON COUNTY
SECTION 12, T-77N, R-27W

DRAWN BY: MMD DATE: 6-06-05

CHECKED: PJS SCALE: 1" = 400'

APPROVED: APPROVED:

EXHIBIT "A"

SHEET 1 OF 2

TRACT NO.
MD-005.R004-B
BN TRANS

LEGAL DESCRIPTIONS

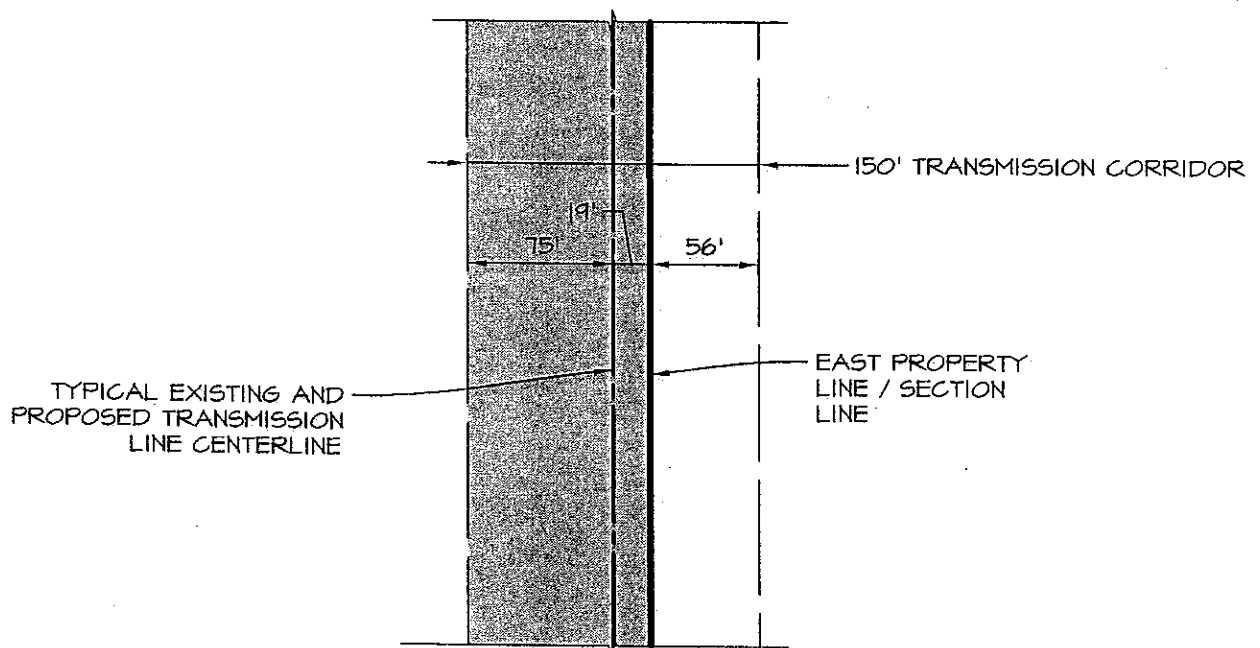
SEE SHEET 2 OF 2

PROPERTY LEGAL DESCRIPTION

THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWELVE (12) IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, LESS ESTABLISHED ROADS.

ELECTRIC LINE EASEMENT LEGAL DESCRIPTION

THE EAST 94.0 OF SECTION 12, T-77N, R-27W OF THE 5TH P.M., MADISON COUNTY, IOWA. SAID EASEMENT CONTAINS 2.806 ACRES, MORE OR LESS.



EASEMENT DETAIL

SCALE: 1" = 100'

MIDAMERICAN ENERGY COMPANY	
MADISON COUNTY SECTION 12, T-77N, R-27W	
DRAWN BY: MMD	DATE: 6-06-05
CHECKED: PJS	SCALE:
APPROVED:	APPROVED:
EXHIBIT "A"	TRACT NO. MD-005.R004-B
SHEET 2 OF 2	BN TRANS