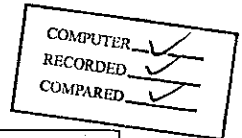


Document 2005 4006

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MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA



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.R052

State of Iowa, County of Madison

Legal Description: SE ¼ of NW ¼ 15-77-26

Project No. 32162

OPTION AND EASEMENT

The undersigned owner(s), **Kenneth D. Heldenbrand and Joann M. Heldenbrand, husband and wife** and the undersigned contract purchaser(s), **Thomas E. Miller, a single person**, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of Two Thousand Eight Hundred Forty-four Dollars (\$2,844.00) 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 Eleven Thousand Three Hundred Seventy-six Dollars (\$11,376.00), 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 4th day of August, 2005.

GRANTOR/OWNER:

Kenneth D. Heldenbrand Joann M. Heldenbrand
Kenneth D. Heldenbrand Joann M. Heldenbrand

CONTRACT PURCHASER

Thomas E. Miller
Thomas E. Miller

GRANTOR/TENANT:

Jeff Ridgway
Jeff Ridgway

ACKNOWLEDGEMENT

STATE OF IOWA)
COUNTY OF POWESHIEK) ss

On this 3RD day of August 2005, before me, a Notary Public, personally appeared Kenneth D. and Joann M. Heldenbrand, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as a voluntary act and deed.

Kenneth E Schwarz
Notary Public in and for said State



ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF POLK) ss

On this 4th day of August 2005, before me, a Notary Public, personally appeared Thomas E. Miller, 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.

Kenneth E Schwarz
Notary Public in and for said State

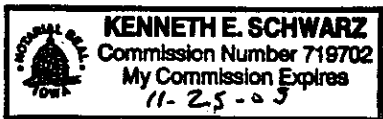


ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Polk) ss

On this 18th day of August 2005; before me, a Notary Public, personally appeared Jeff Ridgway, 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.

Kenneth E Schwarz
Notary Public in and for said State



R-26W

NE CORNER,
SE 1/4, NW 1/4,
15-77-26

SE 1/4, NW 1/4
15-77-26

T-77N

Hwy. G4R

Cumming Rd.

1320'±

ELECTRIC LINE EASEMENT --
SEE SHEET 2 OF 2 FOR
LEGAL DESCRIPTIONS

259.9'

631.3'

50.0'

420.4'

51.4'

236.2'

235.0'

40 RODS

50'

6 RODS


CENTER
15-77-26

SW CORNER
SE 1/4, NW 1/4,
15-77-26

OWNER

JOANN M. HELDENBRAND (T)
KENNETH D. HELDENBRAND (T)
THOMAS E. MILLER (C)

LEGEND

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

NORTH



0' 100' 200'

MIDAMERICAN ENERGY COMPANY

MADISON COUNTY
SECTION 15, T-77N, R-26W

DRAWN BY: MMD DATE: 6-22-05

CHECKED: PJS SCALE: 1" = 200'

APPROVED: APPROVED:

EXHIBIT "A"

SHEET 1 OF 2

TRACT NO.
MD-005.R052
BN TRANS

LEGAL DESCRIPTIONS

SEE SHEET 2 OF 2.

PROPERTY LEGAL DESCRIPTION

THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) EXCEPT THE WEST 40 RODS OF THE SOUTH 6 RODS THEREOF, OF SECTION FIFTEEN (15), TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

ELECTRIC LINE EASEMENT LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SE 1/4 OF THE NW 1/4, EXCEPT THE WEST 40 RODS OF THE SOUTH 6 RODS THEREOF, OF SECTION 15, T-77N, R-26W OF THE 5TH P.M., MADISON COUNTY, IOWA LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AS A POINT OF REFERENCE AT THE CENTER OF SAID SECTION 15. THENCE NORTH ALONG THE EAST LINE OF SAID SE 1/4, NW 1/4, 51.4 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY ALONG A LINE WHICH LIES 50.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SE 1/4, NW 1/4, 420.4 FEET TO A POINT; THENCE NORTHWESTERLY 631.3 FEET TO A POINT WHICH LIES 235.0 FEET NORTH OF THE SOUTH LINE OF SAID SE 1/4, NW 1/4; THENCE WESTERLY ALONG A LINE WHICH LIES 235.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SE 1/4, NW 1/4, 259.9 FEET TO THE POINT OF TERMINATION, WHICH LIES 236.2 FEET NORTH OF THE SW CORNER OF SAID SE 1/4, NW 1/4. SAID EASEMENT CONTAINS 2.430 ACRES, MORE OR LESS.

MIDAMERICAN ENERGY COMPANY

MADISON COUNTY
SECTION 15, T-77N, R-26W

DRAWN BY: MMD	DATE: 6-22-05
CHECKED: PJS	SCALE:
APPROVED:	APPROVED:
EXHIBIT "A"	TRACT NO. MD-005.R052 BN TRANS
SHEET 2 OF 2	