

MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" 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.R001

State of Iowa, County of Madison

Legal Description: NE ¼ of Sec 12, SE ¼ SE ¼ Sec 1, T-77N, R-27W

Project No. 32162

OPTION AND EASEMENT

The undersigned owner(s), **Lehman Family Farms Trust, U.S. Bank, Trustee Patrick Hendricks, Trustee, Tad Lehman, Trustee**, and the undersigned tenant(s), Tom Lauterbach, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of Three Thousand Four Hundred Dollars and No/100 (\$3,400.00) 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 Thirteen Thousand Six Hundred Dollars and No/100, (\$13,600), 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 13th day of SEPTEMBER, 2005.

GRANTOR/OWNER:

Patrick Hendricks
Patrick Hendricks, Trustee

Webster Lehman Jr.
Webster Lehman, Trustee
Webster Lehman Jr.

Stephanie R. Daughton AVPTO
U.S. Bank, Trustee
Stephanie R. Daughton,
Assistant Vice President, Trust Dept.

GRANTOR/TENANT:

Tom Lauterbach
Tom Lauterbach

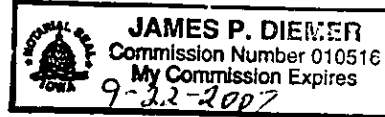
Handwritten initials

ACKNOWLEDGEMENT

STATE OF Iowa)
COUNTY OF Polk) ss

On this 13th day of September 2005, before me, a Notary Public, personally appeared WEBSTER LEHMAN Trustee of the Lehman Family Farms Trust, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he executed the same as a voluntary act and deed.

James P. Diemer
Notary Public in and for said State

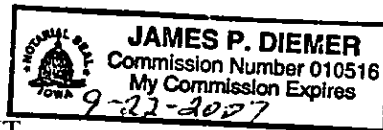


ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Polk) ss

On this 13th day of September 2005, before me, a Notary Public, personally appeared STEPHANIE R. DAUGHTON for U.S. Bank as Trustee of the Lehman Family Farm Trust 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.

James P. Diemer
Notary Public in and for said State



ACKNOWLEDGMENT

STATE OF Wa)
COUNTY OF King) ss

On this 20 day of September 2005, before me, a Notary Public, personally appeared Patrick Hendricks, Trustee of the Lehman Family Farms Trust, 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.

Karen M. Kujaich
Notary Public in and for said State



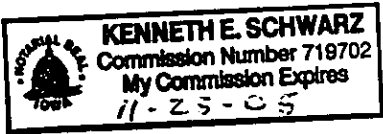
TENANT ACKNOWLEDGMENT

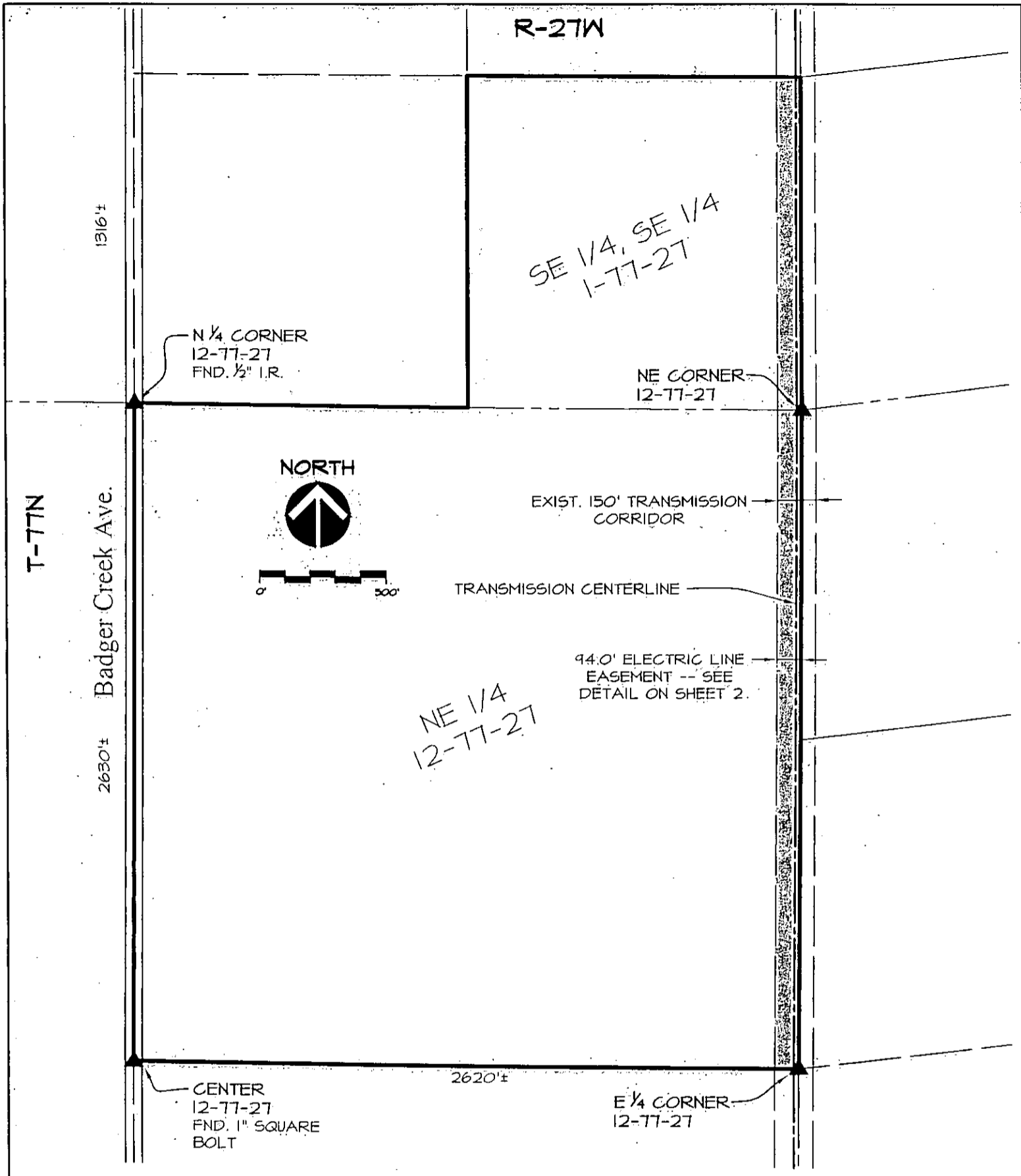
STATE OF IOWA)
)ss
COUNTY OF Dallas)

On this 26th day of September 2005, before me, a Notary Public, personally appeared Tom Lauterbach, 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.

Kenneth E Schwarz

Notary Public in and for said State





OWNERS

LEHMANN FAMILY FARMS TRUST (T)
 US BANK (TRUSTEE)
 PATRICK HENDRICKS (TRUSTEE)
 TAD LEHMANN (TRUSTEE)

LEGEND

- SECTION LINE
- 1/4 SECTION & 1/4 SECTION LINE
- ELECTRIC LINE EASEMENT
- TYPICAL TRANSMISSION LINE CENTERLINE
- TITLE HOLDER
- LAND CORNER

LEGAL DESCRIPTIONS

SEE SHEET 2 OF 2

MIDAMERICAN ENERGY COMPANY

MADISON COUNTY
 SECTIONS 1 & 12, T-77N, R-27W

DRAWN BY: MMD	DATE: 6-28-05
CHECKED: PJS	SCALE: 1" = 500'
APPROVED:	APPROVED:

EXHIBIT "A"
 SHEET 1 OF 2

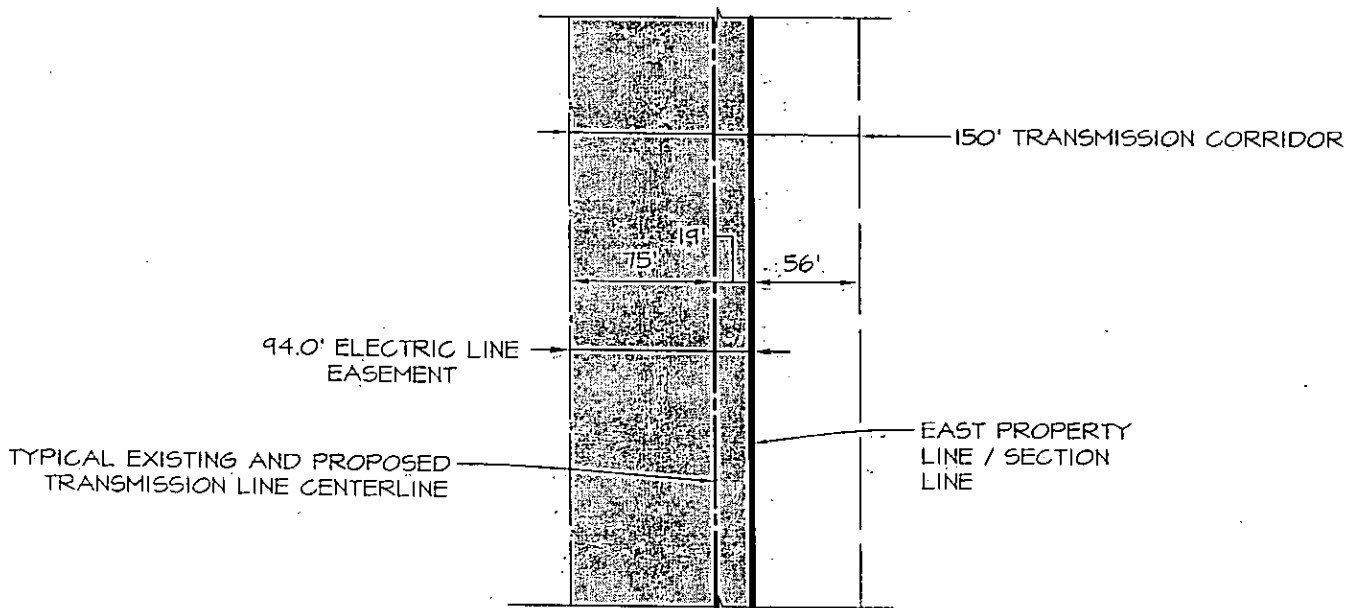
TRACT NO.
 MD-005.R001
 BN TRANS

PROPERTY LEGAL DESCRIPTION

THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWELVE (12) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION ONE (1), ALL IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA CONTAINING APPROXIMATELY TWO HUNDRED (200) ACRES, MORE OR LESS. RECORDED IN BOOK 109, PAGE 546 ON DECEMBER 27, 1979 AT MADISON COUNTY RECORDER'S OFFICE.

ELECTRIC LINE EASEMENT LEGAL DESCRIPTION

THE EAST 94.0 FEET OF THE SE 1/4 OF THE SE 1/4 OF SECTION 1 AND THE EAST 94.0 FEET OF THE NE 1/4 OF SECTION 12, ALL IN T-77N, R-27W OF THE 5TH P.M., MADISON COUNTY, IOWA. SAID EASEMENT CONTAINS 8.505 ACRES, MORE OR LESS.



EASEMENT DETAIL

SCALE: 1" = 100'

MIDAMERICAN ENERGY COMPANY	
MADISON COUNTY SECTIONS 1 & 12, T-77N, R-27W	
DRAWN BY: MMD	DATE: 6-28-05
CHECKED: PJS	SCALE:
APPROVED:	APPROVED:
EXHIBIT "A"	TRACT NO. MD-005.R001 BN TRANS
SHEET 2 OF 2	