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MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

COMPUTER
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**

Tract No. MD-052.R015.R006

State of Iowa, County of Madison

Legal Description: Pt of the SW ¼ Section 13-77-26

Project No. 32162

OPTION AND EASEMENT

The undersigned owner(s), K Bar S Ranch Partnership No. 1 and the undersigned tenant(s), Terry Lyon, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of four thousand dollars (\$4,000.00), 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 forty thousand dollars (\$40,000.00), 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 12th day of September, 2005.

GRANTOR/OWNER:

K Bar S Ranch Partnership No. 1

x Kent E. Klopfenstein
Kent E. Klopfenstein, Partner

x Karen A. Klopfenstein
Karen A. Klopfenstein, Partner

GRANTOR/TENANT:

Terry Lyon
Terry Lyon

GENERAL PARTNERSHIP ACKNOWLEDGEMENT

STATE OF IOWA)

COUNTY OF POLK)SS)

On this 12th day of September, A.D. 2005, before me, the undersigned, a Notary Public, personally appeared **Kent E. Klopfenstein and Karen A. Klopfenstein**, to me personally known, who, being by me duly sworn, did say that they are all the partners of **K Bar S Ranch Partnership No. 1**, a partnership, executing the foregoing instrument, that the instrument was signed on behalf of the partnership by authority of the partnership; and **Kent E. Klopfenstein and Karen A. Klopfenstein** acknowledged the execution of the instrument to be the voluntary act and deed of the partnership, by it and by them voluntarily executed.

[Handwritten Signature]

Notary Public in and for said State



TENANT ACKNOWLEDGMENT

STATE OF Iowa)

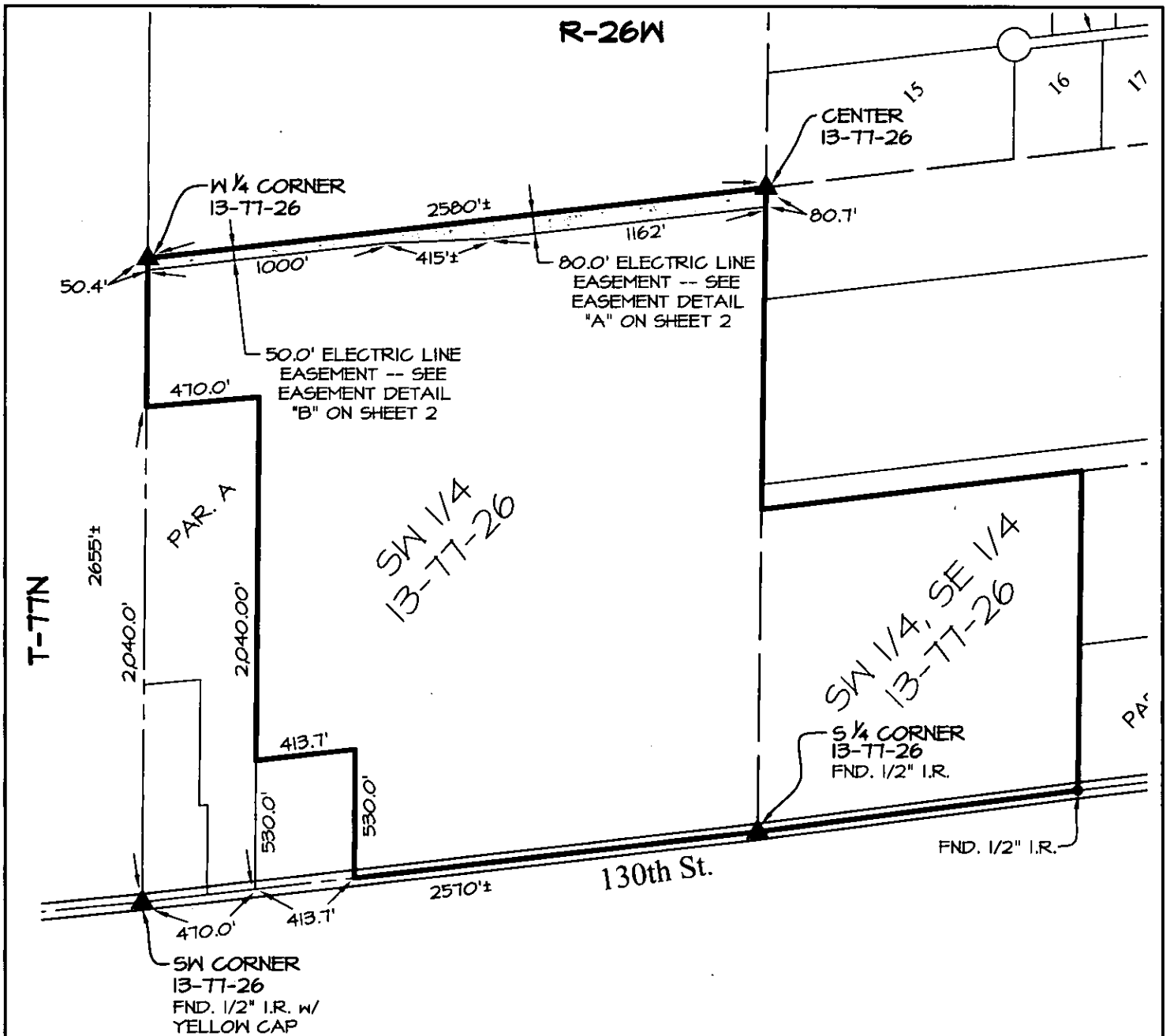
COUNTY OF Madison)SS)

On this 12th day of September 2005, before me, a Notary Public, personally appeared Terry Lyon, 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.

[Handwritten Signature]

Notary Public in and for said State





OWNER
 K BAR S RANCH PARTNERSHIP NO. 1 (T)

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 2 OF 2

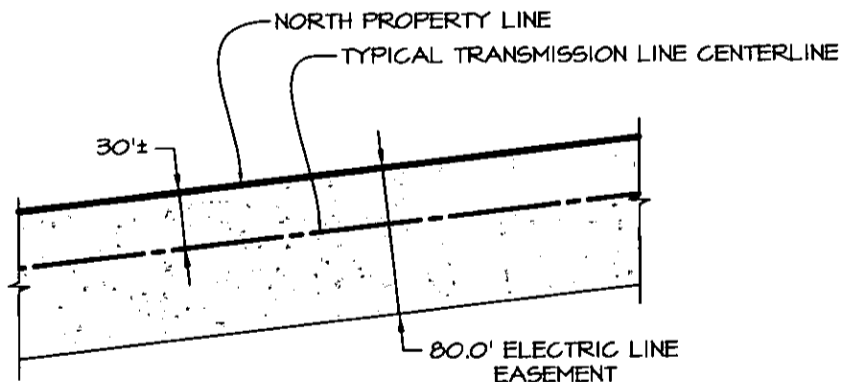
MIDAMERICAN ENERGY COMPANY	
MADISON COUNTY SECTION 13, T-77N, R-26W	
DRAWN BY: MMD	DATE: 9-12-05
CHECKED: PJS	SCALE: 1" = 600'
APPROVED:	APPROVED:
EXHIBIT "A"	TRACT NO.
SHEET 1 OF 2	MD-052.R015.R006 BN TRANS

PROPERTY LEGAL DESCRIPTION

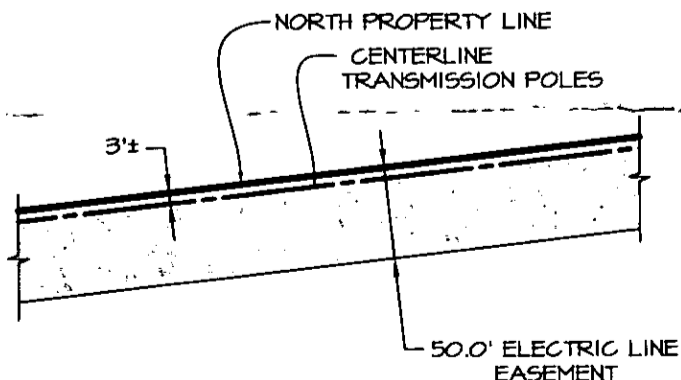
THE SOUTHWEST FRACTIONAL QUARTER (1/4) AND THE SOUTHWEST FRACTIONAL QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION THIRTEEN (13), IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, EXCEPT A PARCEL OF LAND DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SECTION THIRTEEN (13) IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, THENCE N00°00', 2040.0 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION THIRTEEN (13), THENCE N 83°25' E, 470.0 FEET, THENCE S 00°00', 2040.00 FEET, THENCE S 83°25' W, 470.0 FEET TO THE POINT OF BEGINNING, CONTAINING 21.866 ACRES, INCLUDING 0.424 ACRES OF COUNTY ROAD RIGHT-OF-WAY, AND ALSO EXCEPT A PARCEL OF LAND DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (1/4) OF SECTION THIRTEEN (13) IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, THENCE N 83°25' E, 470.0 FEET ALONG THE CENTERLINE OF A COUNTY ROAD TO THE POINT OF BEGINNING, THENCE N 00°00', 530.0 FEET, THENCE N 83°25' E, 413.7 FEET, THENCE S 00°00', 530.0 FEET, THENCE S 83°25' W, 413.7 FEET TO THE POINT OF BEGINNING, CONTAINING 5.000 ACRES, INCLUDING 0.377 ACRES OF COUNTY ROAD RIGHT-OF-WAY, SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT OF RECORD.

ELECTRIC LINE EASEMENT LEGAL DESCRIPTION

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 13, T-77N, R-26W OF THE 5TH P.M., MADISON COUNTY, IOWA, THENCE EAST ALONG THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 13, 2580 FEET, MORE OR LESS, TO THE CENTER OF SAID SECTION 13; THENCE SOUTH, 80.7 FEET ALONG THE EAST LINE OF SAID SW 1/4 TO A POINT THAT LIES 80.0 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, THE NORTH LINE OF SAID SW 1/4; THENCE WEST, 1162 FEET ALONG A LINE THAT LIES 80.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SW 1/4, TO A POINT; THENCE WEST-NORTHWESTERLY, 415 FEET, MORE OR LESS, TO A POINT THAT LIES 50.0 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, THE NORTH LINE OF SAID SW 1/4; THENCE WEST, 1000 FEET ALONG A LINE THAT LIES 50.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SW 1/4 TO A POINT ON THE WEST LINE OF SAID SW 1/4; THENCE NORTH, 50.4 FEET ALONG THE WEST LINE OF SAID SW 1/4 TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 3.904 ACRES, MORE OR LESS.



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



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

MIDAMERICAN ENERGY COMPANY

MADISON COUNTY
SECTION 13, T-77N, R-26W

DRAWN BY: MMD DATE: 9-12-05

CHECKED: PJS SCALE:

APPROVED: APPROVED:

EXHIBIT "A"

SHEET 2 OF 2

TRACT NO.
MD-052.R015.R006
BN TRANS