

MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

COMPUTER	<input checked="" type="checkbox"/>
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 (Overhang Only)**

Tract No. MD-006.000

State of Iowa, County of Madison

Legal Description: S-6 & 7, T-77N, R-26W

Project No. 32162

OPTION AND EASEMENT

The undersigned owner(s), Bank of America Trustee for the Fave E. Powell Trust and Sally Ann Alexander Trustee and Widow (50%) and the undersigned tenant(s), Don Waller, collectively and individually, hereinafter referred to as "Grantor", in consideration of the sum of \$One Thousand Three Hundred Forty Dollars and No/100, (\$ 1,340.00) 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 **Five Thousand Three Hundred Sixty Dollars and no/100, (\$ 5,360)**, 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 28th day of NOVEMBER, 2005.

GRANTOR

Bank of America, N/A Trustee

Sally Ann Alexander
Sally Ann Alexander, Trustee

Robert E. Fusell
Vice President
John B. [Signature]
Vice President

STATE OF IOWA:

SS:

POLK COUNTY :

On this 2nd day of December, 2005, before me, the undersigned, a Notary Public within and for the State of Iowa, personally appeared Robert E. Frizell and James B. Benda, to me personally known, who, being by me duly sworn, did say that they are both Vice Presidents of said corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Robert E. Frizell and James B. Benda acknowledged the execution of said instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, and by them and the fiduciary voluntarily executed.



Maureen Indvik

Notary Public within and for the
State of Iowa

ACKNOWLEDGEMENT

STATE OF MN)
COUNTY OF Steele) ss

On this 28th day of November 2005, before me, a Notary Public, personally appeared **Sally Ann Alexander**, to me known to be the person(s) named in and who executed the foregoing instrument as **Trustee of the Faye E. Powell Trust**, and is authorized to execute said easement, and acknowledged that she executed the same as her voluntary act and deed



Carol I. Mundy

Notary Public in and for said State

ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Madison) ss

On this ____ day of _____ 2005, before me, a Notary Public, personally appeared _____ and, _____ 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.

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

Signed this 16th Day of December, 2005

Donald Waller
Donald Waller_

TENANT ACKNOWLEDGMENT

STATE OF IOWA)
)ss
COUNTY OF Madison)

On this 16th day of December 2005, before me, a Notary Public, personally appeared Donald Waller, 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.

James P. Diemer
Notary Public in and for said State

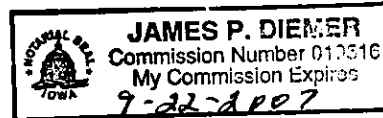
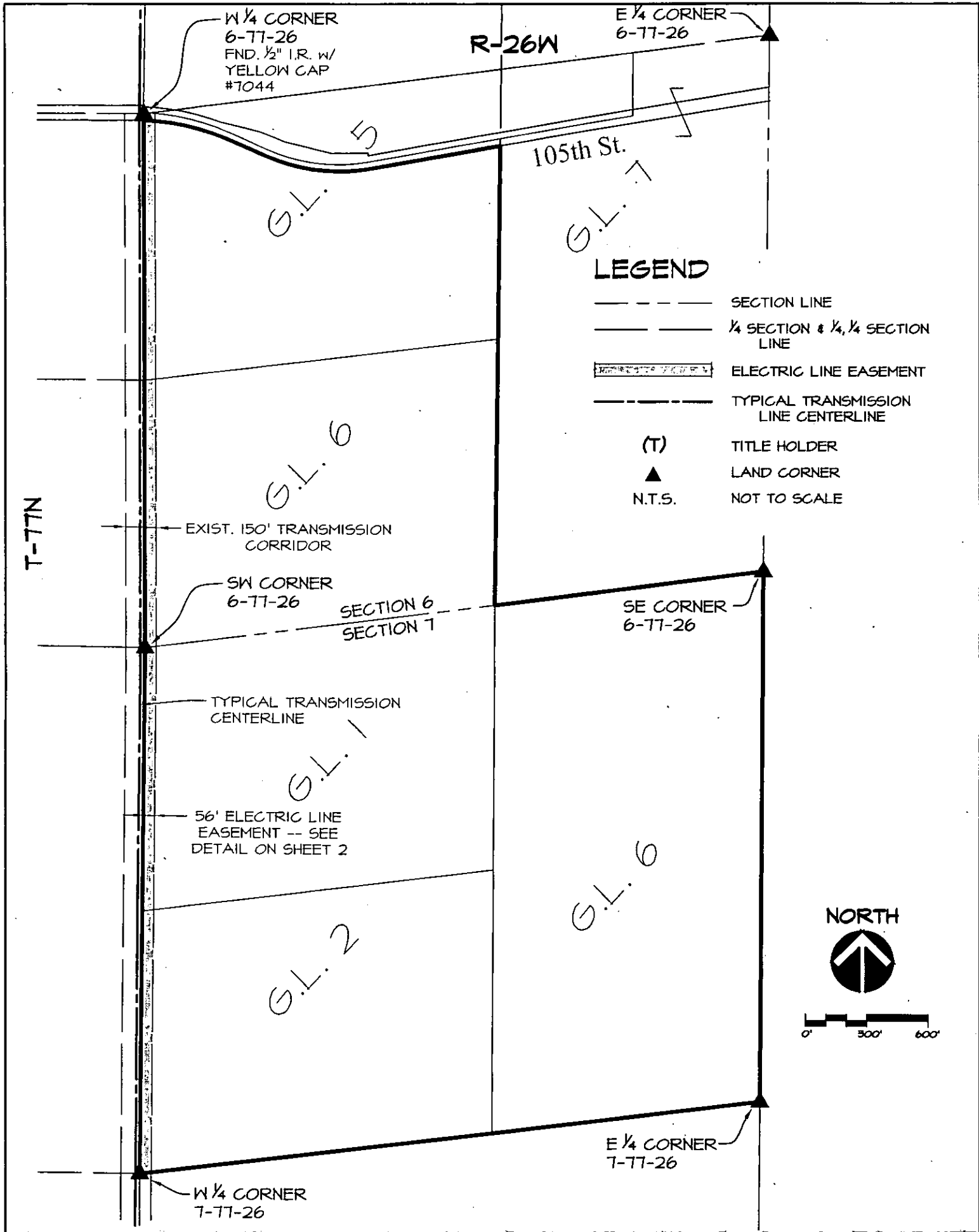


EXHIBIT E-1



LEGEND

- SECTION LINE
- 1/4 SECTION & 1/4, 1/4 SECTION LINE
- ELECTRIC LINE EASEMENT
- TYPICAL TRANSMISSION LINE CENTERLINE
- (T) TITLE HOLDER
- ▲ LAND CORNER
- N.T.S. NOT TO SCALE

OWNERS

FAYE E. POWELL TRUST (T) (50%)
 BANK OF AMERICA, N.A. (TRUSTEE)
 LESLIE BERQUIST, ALLYSON ALEXANDER
 RICHEY & STACY ALEXANDER (T) (50%)

LEGAL DESCRIPTIONS

SEE SHEET 2 OF 2

MIDAMERICAN ENERGY COMPANY

MADISON COUNTY
 SECTIONS 6 & 7, T-77N, R-26W

DRAWN BY: MMD DATE: 11-03-05

CHECKED: PJS SCALE: 1" = 600'

APPROVED: APPROVED:

EXHIBIT "A"
 SHEET 1 OF 2

TRACT NO.
 MD-006.000
 BN TRANS

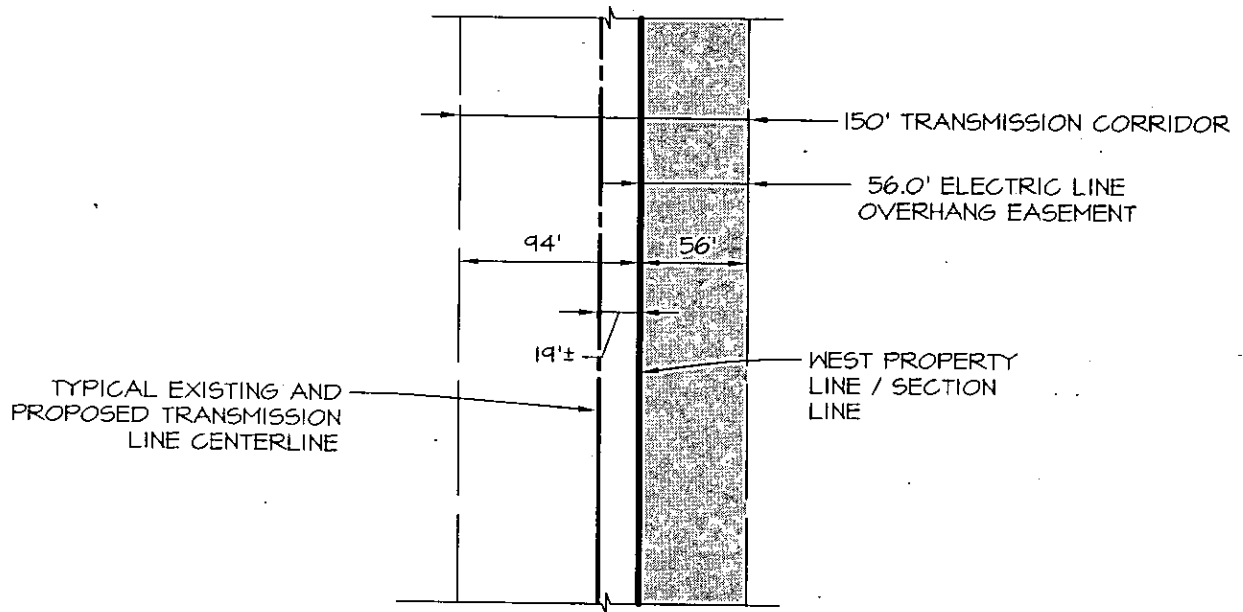
EXHIBIT E-1

PROPERTY LEGAL DESCRIPTION

ALL OF GOVERNMENT LOT SIX (6) AND THAT PART OF GOVERNMENT LOT FIVE (5) LYING SOUTH OF THE PUBLIC HIGHWAY IN SECTION SIX (6) AND ALL OF GOVERNMENT LOTS ONE (1), TWO (2), AND SIX (6), IN SECTION SEVEN (7), TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE FIFTH P.M., MADISON COUNTY, LEE TOWNSHIP, IOWA.

ELECTRIC LINE OVERHANG EASEMENT LEGAL DESCRIPTION

THE WEST 56.0 FEET OF GOVERNMENT LOTS 5 AND 6 IN SECTION 6 AND THE WEST 56.0 FEET OF GOVERNMENT LOTS 1 AND 2 IN SECTION 7, ALL IN T-77N, R-26W OF THE 5TH P.M., MADISON COUNTY, IOWA. SAID EASEMENT CONTAINS 6.719 ACRES, MORE OR LESS.



EASEMENT DETAIL

SCALE: 1" = 100'

MIDAMERICAN ENERGY COMPANY

MADISON COUNTY
SECTIONS 6 & 7, T-77N, R-26W

DRAWN BY: MMD DATE: 11-03-05

CHECKED: PJS SCALE:

APPROVED: APPROVED:

EXHIBIT "A"

SHEET 2 OF 2

TRACT NO.
MD-006.000
BN TRANS