

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

COMPUTER	<u>✓</u>
RECORDED	<u>✓</u>
COMPARED	_____

VE
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. 005.004

State of Iowa, County of Madison

Legal Description: NE ¼ Se ¼ Sec 1, T-77N, R-27W

Project No. 32162

OPTION AND EASEMENT

The undersigned owner(s), Donald P. Noack and Eleanor A. Noack
_____ and the undersigned tenant(s), _____, collectively and
individually, hereinafter referred to as "Grantor", in consideration of the sum of _____
One Thousand One Hundred Twenty Dollars and No/100 (\$
1,120.00) 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 Four Hundred Eighty Dollars and No/100 (\$ 4,480.00),
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 A-1** 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:

Donald P. Noak
Donald P. Noak

Eleanor A. Noak
Eleanor A. Noak

GRANTOR/TENANT:

STATE OF IOWA)

) SS.)

COUNTY OF POLK

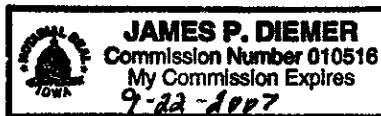
I, JAMES P. DIEMER, a Notary Public in and for the County and State
aforesaid, do hereby certify that
DONALD B. NOACK + ELEANOR A. NOACK personally known to me
to be the same person(s) whose name is (are) subscribed to the foregoing instrument, appeared before me
this day in person and acknowledged that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

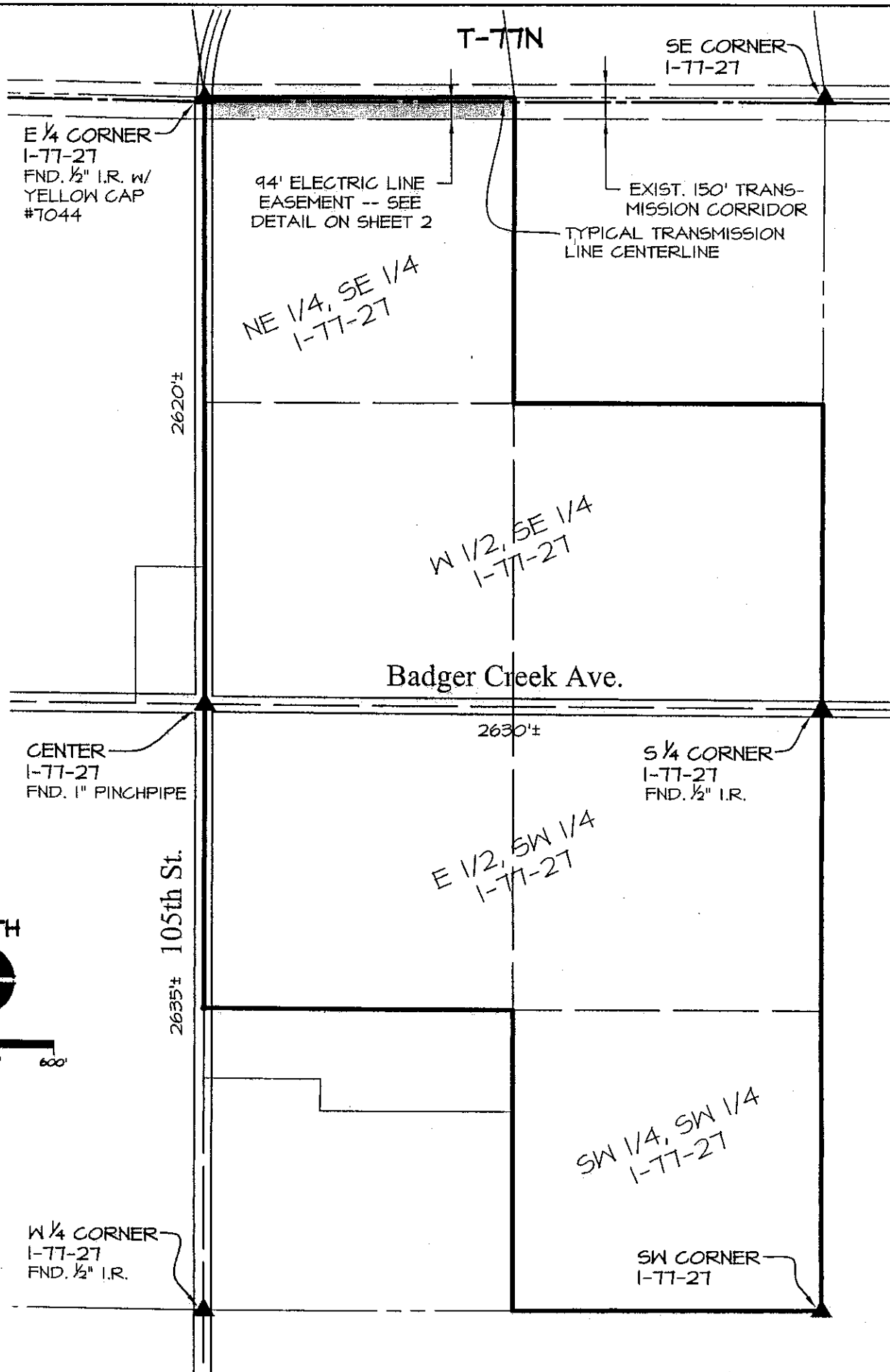
Given under my hand and official seal, this 8th day of June, A.D.
2005.

(Notarial Seal)

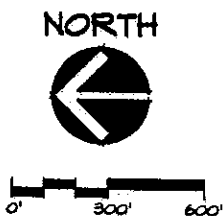
James P. Diemer

Notary Public in and for said County





R-27W



LEGEND

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

OWNER

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

LEGAL DESCRIPTIONS

SEE SHEET 2 OF 2

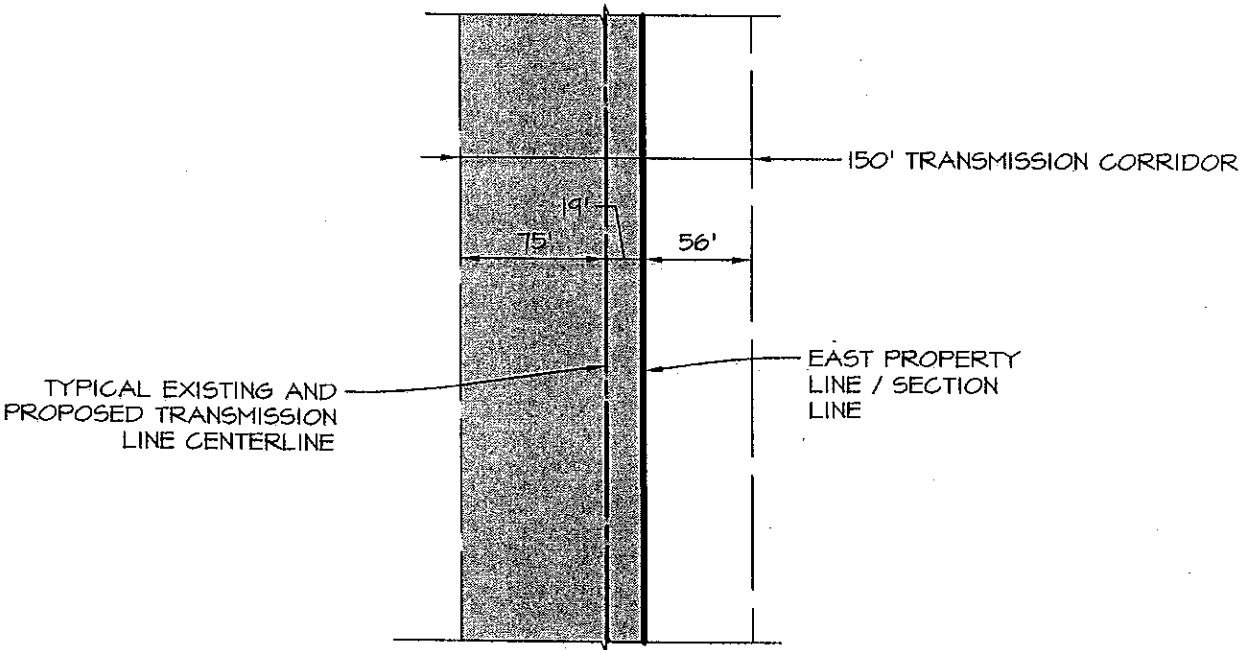
MIDAMERICAN ENERGY COMPANY	
MADISON COUNTY SECTION 1, T-77N, R-27W	
DRAWN BY: MMD	DATE: 6-06-05
CHECKED: PJS	SCALE: 1" = 600'
APPROVED:	APPROVED:
EXHIBIT "A"	TRACT NO. MD-005.R004-A
SHEET 1 OF 2	BN TRANS

PROPERTY LEGAL DESCRIPTION

THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) AND THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) AND THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION ONE (1) 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 THE NE 1/4 OF THE SE 1/4 OF SECTION 1, T-77N, R-27W OF THE 5TH P.M., MADISON COUNTY, IOWA. SAID EASEMENT CONTAINS 2.053 ACRES, MORE OR LESS.



EASEMENT DETAIL
SCALE: 1" = 100'

MIDAMERICAN ENERGY COMPANY	
MADISON COUNTY SECTION 1, T-77N, R-27W	
DRAWN BY: MMD	DATE: 6-06-05
CHECKED: PJS	SCALE:
APPROVED:	APPROVED:
EXHIBIT "A-1"	TRACT NO.
SHEET 2 OF 2	MD-005.R004-A BN TRANS