

BK: 2026 PG: 1152  
Recorded: 4/27/2026 at 8:12:38.0 AM  
Pages 9  
County Recording Fee: \$47.00  
Iowa E-Filing Fee: \$3.88  
Combined Fee: \$50.88  
Revenue Tax: \$0.00  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

Prepared by and return to: ADAN MURILLO 515-992-5131 MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306
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**MIDAMERICAN ENERGY COMPANY  
ELECTRIC EASEMENT**

Folder No.	<u>129251</u>	State of	<u>IOWA</u>
Work Req. No.	<u>4846763</u>	County of	<u>MADISON</u>
Project No.	<u>A1145</u>	Section	<u>01</u>
		Township	<u>77</u> North
		Range	<u>26</u> West of the 5 <sup>th</sup> P.M.

This MidAmerican Energy Company Electric Easement (this "Easement") is made this 17th day of April, 2026, by and between **MICROSOFT CORPORATION**, a Washington corporation ("Grantor"), and **MIDAMERICAN ENERGY COMPANY**, an Iowa Corporation, its successors and assigns ("Grantee") (individually referred to at times as "Party", or collectively the "Parties").

**RECITALS**

WHEREAS, Grantor is the owner of the property legally described as:

LOT 1, OSMIUM WEST PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, MADISON COUNTY, IOWA (the "Property").

WHEREAS, Grantor desires to grant to Grantee an electric easement to be located on a portion of the Property and Grantee desires to accept the easement on the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Electric Easement.** Grantor does hereby establish, give, grant, and convey to Grantee a perpetual, non-exclusive easement under, upon, through and across a portion of the Property as described on **Exhibit A & B** attached hereto (the "Easement Area"), to construct, attach, reconstruct, operate, maintain, inspect, replace or remove electric supply line(s) for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary poles, wires, conduit, duct, transformers, switching equipment, measurement and monitoring equipment, guys, guy stubs, anchors, ground rods, and further including other reasonably necessary equipment incident thereto (collectively "Facilities"), together with the right to survey the Property and the right of ingress and egress to and from same and all the rights and privileges incident and necessary to the enjoyment of this Easement. Additionally, if Grantor provides or installs duct or conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area

further including other reasonably necessary equipment incident thereto (collectively "Facilities"), together with the right to survey the Property, and the right of ingress and egress over the Easement Area, and all the rights and privileges incident and necessary to the enjoyment of this Easement. Additionally, if Grantor provides or installs duct or conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area. For purposes of Grantee's installation of the Facilities, Grantee shall have a temporary construction license to use an additional area on Grantor's Property as necessary or desirable for Grantee to perform such installation. Such additional area will be no more than ten (10) feet on either side of the Easement Area, depending upon and subject to Grantor's fencing (hereinafter, the "Temporary Construction License Area").

2. **Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited.** Grantor shall not construct or place any permanent or temporary buildings, pavement, hardscape, structures, fences (except for fences demarcating the Easement Area), trees, plants or other objects on or within the Easement Area ("Grantor's Improvements") without prior written permission from Grantee, not to be unreasonably withheld, conditioned or delayed. Grantor's Improvements shall not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities, nor shall Grantor cause or permit any obstruction or material to be placed on or within the Easement Area which violates the clearance requirements of the National Electrical Safety Code and/or the rules of the Iowa Utilities Board.
3. **Reservation of Use.** Grantor shall have and hereby reserves the right to use the Easement Area and/or Temporary Construction License area for any purpose not materially inconsistent with Grantee's rights hereunder, including the right to cultivate, use and occupy the land; provided that, no brush, vegetation or other flammable materials shall be deposited, placed, accumulated, or burned within the Easement Area.
4. **Change of Grade Prohibited.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without prior written consent from Grantee, nor shall Grantor place or install any rocking, paving or other hardscape materials in the Easement Area without prior written consent from Grantee. Grantee shall have the right to restore any changes in grade, elevation or contour without prior written consent of Grantor.
5. **Violations by Grantor.** In the event Grantor, its successors, assigns, contractors, employees, or agents violates Section 2 or 4 above or otherwise commits an intentional or negligent act, which results in damage to Grantee's Facilities or the Easement Area, Grantor shall be solely responsible for all costs associated with the repair, reconstruction, replacement, and/or work to the Easement Area and Grantee's Facilities.
6. **Removal of Vegetation.** Grantee shall have the right to remove, trim, spray, or cut down any unauthorized fences, hardscape, structures, trees, shrubs, branches, saplings, brush, vegetation, or other obstructions within, upon, across, along, adjacent to and overhanging the Easement Area that may interfere with the proper construction, maintenance, operation or removal of Grantee's Facilities.
7. **Property to be Restored.** Grantee shall promptly repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by Grantee's construction, reconstruction, maintenance, operation, replacement or removal of Grantee's Facilities (except for damage to Grantor's property placed subsequent to the granting of this Easement without Grantee's approval where such approval is required hereunder). For any such repairs required to be made by Grantee hereunder, Grantee agrees to repair such damaged property to the approximate condition of such property existing immediately before being damaged, to the extent reasonably practicable. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.

8. **Notice.** After initial construction, Grantee shall provide Grantor with reasonable prior written notice before entering either the Easement Area and/or the Temporary Construction License Area, except in the event of any emergency (in which case, Grantee shall notify Grantor promptly after such entry). Despite any provision to the contrary herein, Grantee shall at all times comply with Grantor's reasonable security procedures for entry on to the Easement Area and/or Temporary Construction License Area. A copy of Grantor's current security and access requirements as set forth in Exhibit B attached hereto. This Easement is subject to all easements, covenants and restrictions, any matters of record, and matters that may be discovered through an inspection and/or survey of the Easement Area and/or the Access Area.
9. **Insurance.** Grantee has the ability to self-insure the following listed coverages (a) workers' compensation insurance at statutory limits; (b) employer's liability insurance in an amount not less than \$1,000,000; (c) commercial general liability insurance (which shall include broad form blanket contractual liability, personal and advertising injury, independent contractors coverage, products/completed operations, explosion, collapse and underground hazards) in an amount not less than \$2,000,000 per occurrence; and (d) commercial automobile liability insurance in an amount not less than \$2,000,000 per occurrence.
10. **Indemnification.** Grantee hereby agrees to indemnify, defend and hold harmless Grantor and its affiliates, and their respective managers, members, employees, lessees, contractors, agents, guests and invitees from and against any liability arising from Grantee's access to or use of the Easement Area and/or Temporary Construction License Area, or Grantee's breach. In no event shall either Grantor or Grantee be liable to the other for any consequential, punitive, exemplary or special damages. This Section 10 survives termination of this Easement.
11. **Easement Runs with the Land.** This Easement shall be deemed perpetual and to run with the land. All provisions of this Easement, including benefits and burdens, shall run with the Property and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.
12. **Certification.** Grantor and Grantee each certify to the other that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each of Grantor and Grantee hereby agrees to defend, indemnify and hold harmless the other from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
13. **Severability, Choice of Law and Waiver.** Each of the provisions of this Easement shall be enforceable independently of any other provision of this Easement and independent of any other claim or cause of action. In the event of any matter or dispute arising out of or related to this Easement, it is agreed between the parties that the law of the jurisdiction and location where this Easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this Easement without regard to the place of execution or place of performance thereof, or any conflicts or law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
14. **Dower, Homestead, and Distributive Share.** Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the Easement Area and waives all rights of exemption

as to any of the Easement Area. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this Easement, Grantor voluntarily gives up any right to this protection for the Easement Area with respect to claims based upon this Easement.

15. **Fee Simple.** Grantor warrants to Grantee that Grantor holds title to the Easement Area and Temporary Construction License Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this Easement.
16. **Headings and Captions.** The titles or captions of sections and paragraphs in this Easement are provided for convenience of reference only and shall not be considered a part hereof for purposes for interpreting or applying this Easement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Easement or any of its terms or conditions.
17. **Counterparts.** This Easement may be executed in two (2) or more counterparts, each of which shall be deemed an original for all purposes and all of which together shall constitute one and the same instrument. Parties may sign and deliver this Easement by facsimile, electronic, or PDF signatures, each such signature to be treated as an original.
18. **Abandonment.** This Easement and all of the rights granted herein will terminate when there are two (2) years of continuous non-use of the Easement or the Easement Area by Grantee once the Facilities are constructed and operational. In the event of such termination, the Grantee agrees the Easement shall be removed from the title, without expense to Grantor, and any and all interest in the Easement Area conveyed in this Easement shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantee shall promptly remove the Facilities.
19. **Entire Agreement.** It is mutually understood and agreed that this Easement 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.

**Signature Page Follows**



MIDAMERICAN ENERGY COMPANY,  
an Iowa corporation

By: Sara Houlihan  
Name: Sara Houlihan  
Title: Director, Right of Way

ACKNOWLEDGMENT

STATE OF Iowa )  
COUNTY OF Pike ) ss

This record was acknowledged before me on April 17, 2026, by  
Sara Houlihan as Director of MidAmerican Energy Company, an Iowa  
corporation.

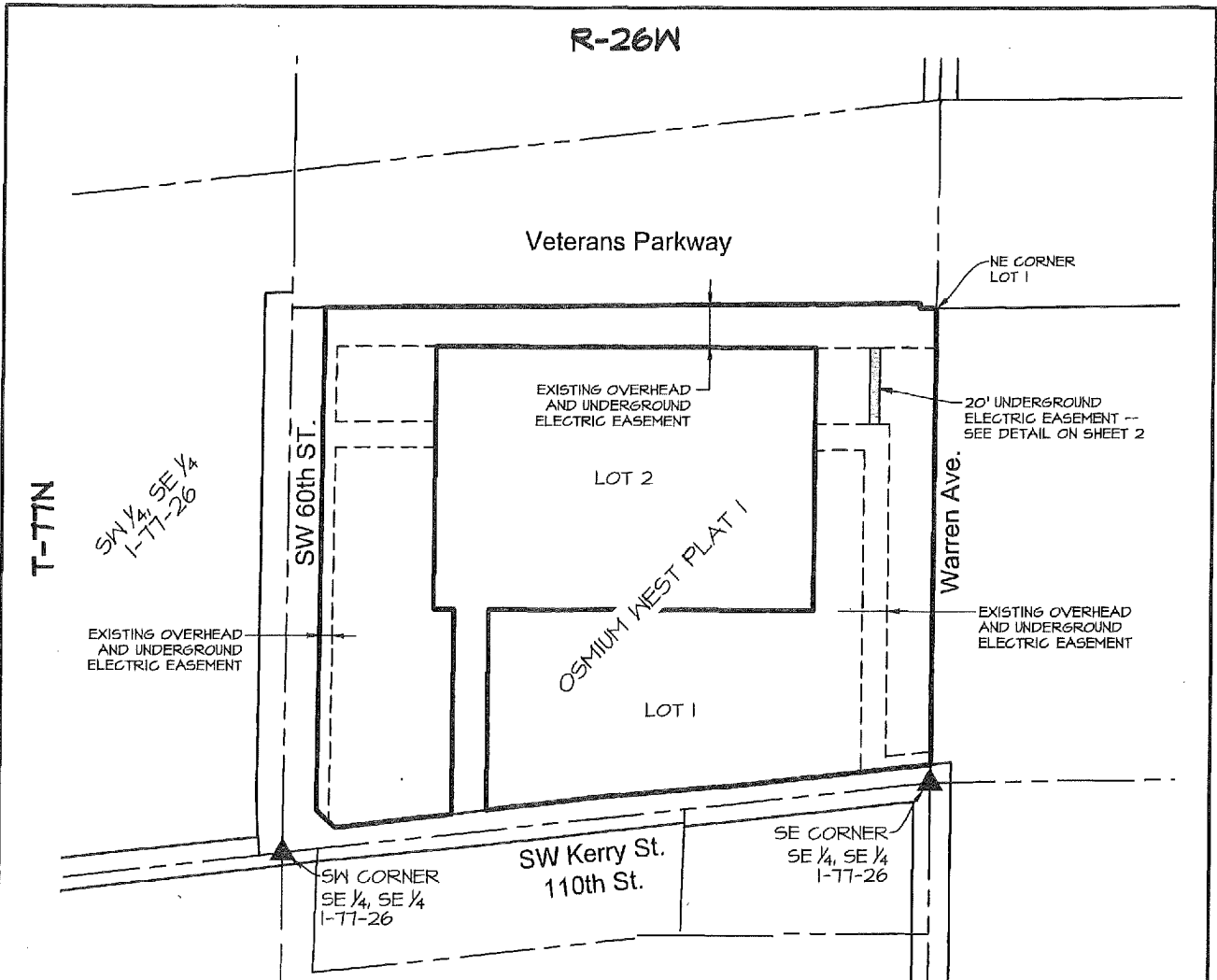


Christin Erwin  
Signature of Notary Public

[end of signatures]

Exhibit A

Depiction and Description of Easement Area



**EASEMENT AREA**  
0.07± ACRE  
(2917± SQ. FT.)



**LEGEND**

- PARCEL BOUNDARY LINE
- SECTION, 1/4 SECTION, & LOT LINE
- EASEMENT CENTERLINE
- EXISTING EASEMENT LINE
- UNDERGROUND ELECTRIC EASEMENT
- LAND CORNER
- P.O.B. POINT OF BEGINNING

NOTE: SEE SHEET 2 OF 2 FOR PROPERTY & EASEMENT DESCRIPTIONS

DRAWN BY: MMD  
CHECKED: P.B  
APPROVED:  
DATE: 10-23-2025  
SCALE: 1" = 300'  
APPROVED:

OWNER(S): MICROSOFT CORPORATION

MADISON COUNTY  
SECTION 1, T-77N, R-26W



EXHIBIT "A"  
SHEET 1 OF 2

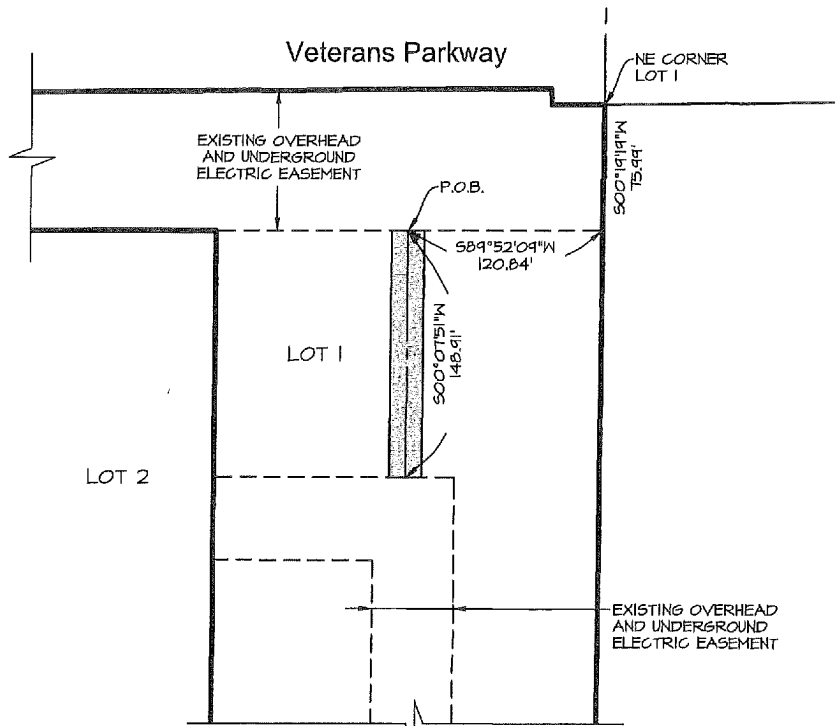
TRACT NO.  
MAD-MS-002

**PROPERTY DESCRIPTION**

LOT 1, OSMIUM WEST PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, MADISON COUNTY, IOWA.

**UNDERGROUND ELECTRIC EASEMENT DESCRIPTION**

A 20.0 FEET WIDE STRIP OF LAND IN LOT 1, OSMIUM WEST PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, MADISON COUNTY, IOWA, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS: COMMENCING AS A POINT OF REFERENCE AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE  $500^{\circ}19'19''$ W, 75.99 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF AN EXISTING OVERHEAD AND UNDERGROUND ELECTRIC EASEMENT; THENCE  $589^{\circ}52'09''$ W, 120.84 FEET ALONG THE SOUTH LINE OF SAID ELECTRIC EASEMENT TO THE POINT OF BEGINNING; THENCE  $500^{\circ}07'51''$ W, 148.91 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING OVERHEAD AND UNDERGROUND ELECTRIC EASEMENT AND BEING THE POINT OF TERMINATION OF SAID EASEMENT CENTERLINE. SAID EASEMENT CONTAINS 0.07 ACRES, MORE OR LESS.



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

NORTH



DRAWN BY:	MMD
CHECKED:	PJS
APPROVED:	
DATE:	10-23-2025
SCALE:	1" = 100'
APPROVED:	

OWNER(S): MICROSOFT CORPORATION
<b>MADISON COUNTY</b> <b>SECTION 1, T-77N, R-26W</b>



**EXHIBIT "A"**  
SHEET 2 OF 2

TRACT NO.  
MAD-MS-002

Q:\E-FILES\E-9000\B9548\C3D Drawings\Easement\MAD-MS-002.dwg, 10/23/2025 1:23:28 PM, awochl, 1:1

## Exhibit B

### Microsoft Security and Access Requirements

#### Utility Access:

- Only employees of MidAmerican Energy Company ("Utility") or employees of approved third-party vendors ("Vendor") may access the Utility facilities ("Facilities"). For Vendor employees who do not have a badge issued by Utility, Utility must provide a list of approved Vendors requiring access to the Facilities ("Approved Vendor List").
- The security perimeter and check-in process is in effect at all times. When Utility or Vendor personnel arrive at the gate, they must notify Microsoft's on-site personnel, who will dispatch an available responder or officer ("Security Personnel") to verify that all the individuals requesting access to the Facilities are either employees of Utility or an approved Vendor. Security Personnel will check the identification of every individual and only admit (a) Utility employees and (b) employees of Vendors on the Approved Vendor List.
- Once the identities of the Utility or Vendor employees have been confirmed, the Security Personnel will escort them through the gate and to the Facilities.
- While Utility or Vendor personnel are onsite, the Microsoft security team will routinely verify they are onsite. When Utility or Vendor personnel leave the Facilities site, Security Personnel will verify no individuals remain behind and the Facilities have been secured.