

BK: 2026 PG: 364  
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Pages 10  
County Recording Fee: \$52.00  
Iowa E-Filing Fee: \$3.97  
Combined Fee: \$55.97  
Revenue Tax: \$0.00  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

Prepared by and return to: Jay Peterson, 515-281-2713  
MIDAMERICAN ENERGY, ATTN: RIGHT-OF-WAY SERVICES, PO BOX 657, DES MOINES,  
IA 50306-0657

**MIDAMERICAN ENERGY COMPANY  
ELECTRIC OVERHEAD LINE EASEMENT**

Tract No.	<u>MAD-MS-001</u>	State of	<u>Iowa</u>
		County of	<u>Madison</u>
		Section	1
		Township	77 North
		Range	26 West of the 5th P.M.

1. For and in consideration of the sum of One and no/100-----Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner, MICROSOFT CORPORATION, a Washington corporation, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove overhead electric supply line(s) for the transmission of energy and communications, including other reasonably necessary poles, towers, conduits, wires, lines and other reasonably necessary equipment incident thereto (collectively "Facilities") upon, over, along, through and across the easement area described below ("Easement Area"), together with the right to survey, and the right of ingress and egress over the Easement Area and the Access Area (defined below), and all the rights and privileges incident and reasonably necessary to the enjoyment of this easement, including the right to trim, cut down, and remove such trees, brush, saplings and bushes as may interfere with the proper construction, maintenance, operation or removal of said lines, upon, over, along and across the Easement Area.

DSM09-13/410

DESCRIPTION OF PROPERTY AND EASEMENT AREA:

See Exhibit "A", attached hereto and made a part hereof.

ACCESS AREA:

A portion of the property described above that may be used by Grantee to access the Easement Area on a non-exclusive basis is as follows (the "Access Area"):

An area equal to ten (10) feet on either side of the Easement Area as shown on Exhibit "A", attached hereto and made a part hereof (except that such area shall be reduced where Grantor's fencing is located such that Grantee's exercise of its rights hereunder does not interfere with Grantor's fencing).

2. Grantor shall have and hereby reserves the right to use the Easement Area and the Access Area for any purpose not materially inconsistent with Grantee's rights hereunder, including the right to cultivate, use and occupy the land. No brush or other inflammable materials shall be deposited, or accumulated or burned within the Easement Area.

3. Additionally, upon delivery of reasonable prior written notice to Grantor, Grantee may remove from the Easement Area described above, any obstructions, including but not limited to, trees, plants undergrowth, buildings, fences and structures that interfere with the proper maintenance of said Facilities and equipment.

4. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences (except fences bordering the Easement Area), trees, or plants on the Easement Area described above, or make any changes in ground elevation of the Easement Area ("Proposed Work") without written permission from Grantee, which shall not to be unreasonably withheld, conditioned or delayed. Any Proposed Work shall not (a) result in inadequate or excessive ground cover, (b) interfere with Grantee's right to operate and maintain its Facilities and equipment, or (b) violate the clearance requirements set forth in (i) the National Electrical Safety Code and/or (ii) the rules of the state utility regulatory authority where the Facilities are located.

5. In consideration of such grant, Grantee agrees that it will promptly repair, at its cost and expense, or pay for any damage which may be caused to crops, fences, or other property, real or personal, by the construction, reconstruction, maintenance, operation, replacement or removal of the Facilities or otherwise arising from Grantee's exercise of its rights under this easement (except for damage to property placed subsequent to the granting of this easement without Grantee's approval, but only to the extent that Grantee's approval thereof is expressly required hereunder). The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area in accordance with Grantee's standard operating procedures is expected and not considered damage to the Grantor.

6. Grantee shall provide Grantor with reasonable prior written notice before entering the Easement Area, except in the event of an emergency (in which case, Grantee shall notify Grantor promptly alter 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. 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.

7. Each of Grantor and Grantee certifies 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 is 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 reasonable attorney's fees and costs) arising from its breach of the foregoing certification.

8. Grantee shall, at its cost, procure and maintain (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. Grantor shall be included as an additional insured under the commercial general liability and commercial automobile liability insurance policies. Grantee agrees to waive all rights of subrogation against Grantor Parties (hereinafter defined) in respect of any loss, damage, claim, or injury to the extent that same is (or should be) afforded coverage by any insurance required to be carried by Grantee hereunder or actually carried by Grantee. Grantee shall cause its insurer to issue appropriate waiver of subrogation rights endorsement to its policies. Grantee's insurance shall be primary and non-contributing with any insurance maintained by Grantor. Grantee shall cause its contractors and subcontractors to obtain and maintain the policies required under this paragraph. Prior to entering the Easement Area, Grantee shall provide Grantor with certificates of insurance evidencing the coverage required under this paragraph.

9. Grantee agrees to indemnify, defend and hold harmless Grantor and its affiliates, and their respective managers, members, employees, lessees, contractors, agents, guests and invitees (collectively, "Grantor Parties") from and against any liability arising from Grantee's access to or use of the Easement Area or Grantee's breach of its obligations hereunder, except to the extent arising from any negligence or willful misconduct of Grantor Parties.

10. 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.

11. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and that the person executing this easement on behalf of Grantor has good and lawful authority to execute and deliver this easement.

12. 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. The notice of such demand shall be sent by certified mail.

13. This easement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signatures and acknowledgments on following page)

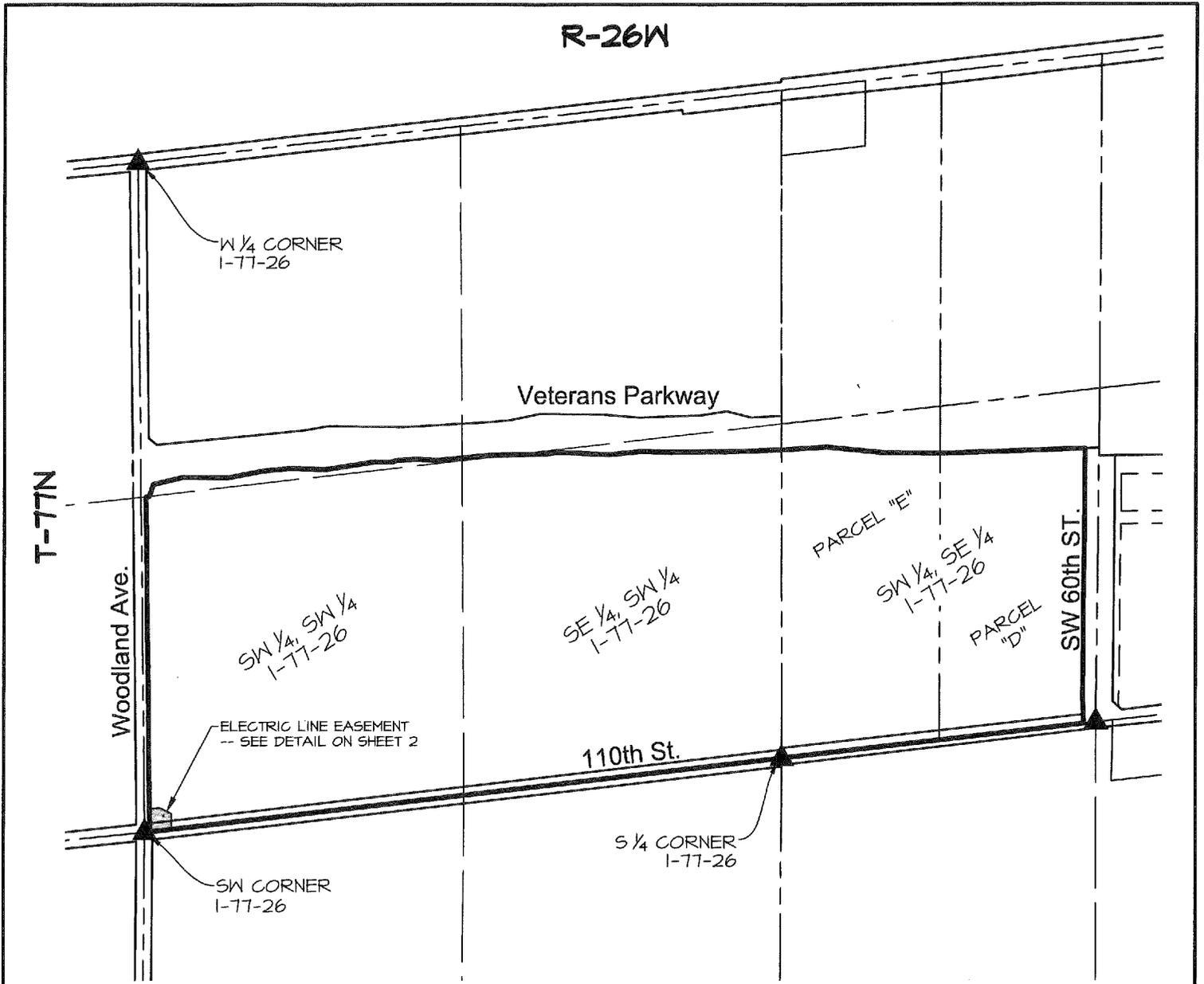




**Exhibit A**

Description of the Easement Area

[To be attached]



**EASEMENT AREA**  
0.17± ACRE

**NORTH**



**LEGEND**

- PARCEL BOUNDARY LINE
- SECTION, 1/4 SECTION, & LOT LINE
- 1/4, 1/4 SECTION LINE
- ELECTRIC LINE EASEMENT
- LAND CORNER

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

DRAWN BY:	MMD
CHECKED:	PJS
APPROVED:	
DATE:	10-27-2025
SCALE:	1" = 600'
APPROVED:	

OWNER(S): MICROSOFT CORPORATION

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

**MIDAMERICAN ENERGY COMPANY**

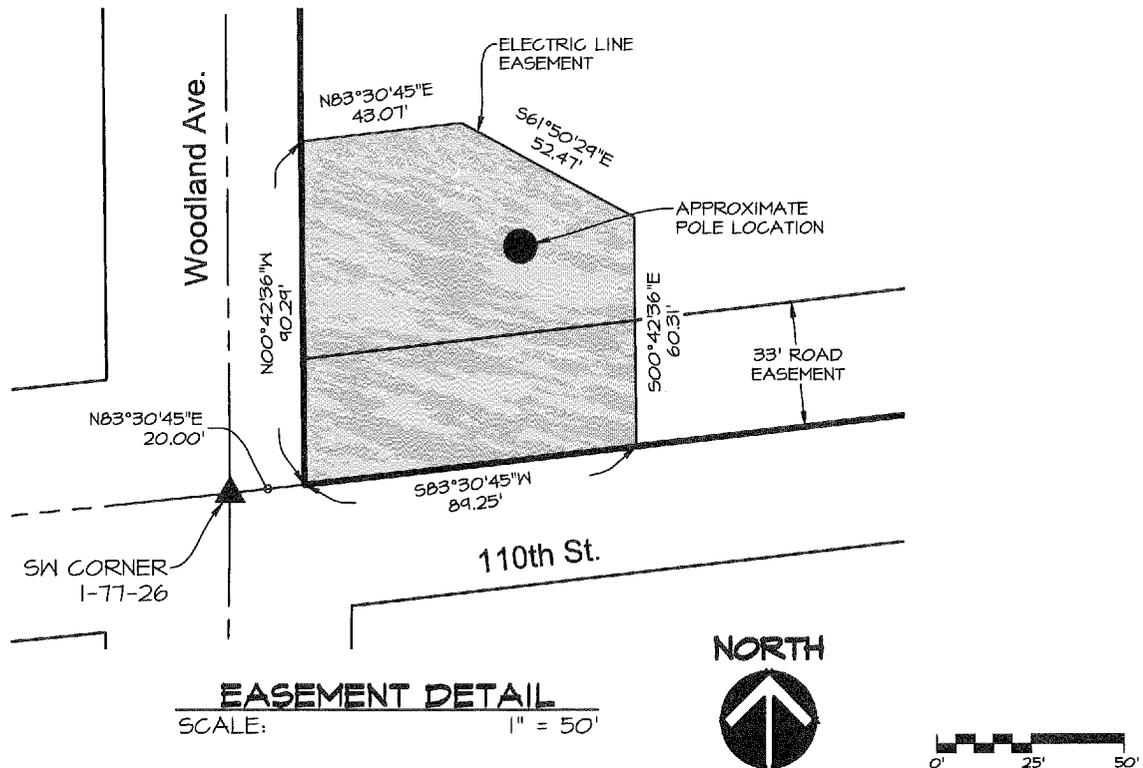
<b>EXHIBIT "A"</b>	TRACT NO. MAD-MS-001
SHEET 1 OF 2	

**PROPERTY DESCRIPTION**

PARCELS "D" AND "E" LOCATED IN THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION ONE (1), TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, AS SHOWN IN PLAT OF SURVEY FILED IN FARM PLAT RECORD 2, PAGE 766 ON MARCH 28, 1997 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, EXCEPT ALL THAT PART THEREOF CONVEYED FOR ROAD PURPOSES AS SHOWN IN WARRANTY DEED FILED IN BOOK 2019, PAGE 833 ON MARCH 18, 2019 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA; WARRANTY DEED FILED IN BOOK 2020, PAGE 124 ON JANUARY 13, 2020 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA; AND WARRANTY DEED FILED IN BOOK 2020, PAGE 125 ON JANUARY 13, 2020 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA, AND EXCEPT PARCEL "L" LOCATED IN SAID PARCEL "D", CONTAINING 0.13 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2023, PAGE 2978, ON DECEMBER 8, 2023 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA; AND THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST FRACTIONAL QUARTER (1/4) OF SAID SECTION ONE (1), EXCEPT A STRIP 20 FEET WIDE OFF THE WEST SIDE THEREOF FOR ROAD PURPOSES; AND ALL THAT PART OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION ONE (1) LYING SOUTH OF THE PUBLIC ROAD, EXCEPT ALL THAT PART THEREOF CONVEYED FOR ROADWAY PURPOSES AS SHOWN IN WARRANTY DEED FILED IN BOOK 2018, PAGE 4057 ON DECEMBER 12, 2018, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA; AND PARCEL "J" LOCATED IN THE NORTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION ONE (1), CONTAINING 0.03 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2023, PAGE 2974, ON DECEMBER 8, 2023 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA; AND PARCEL "K" LOCATED IN THE NORTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION ONE (1), CONTAINING 1.05 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2023, PAGE 2976, ON DECEMBER 8, 2023 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA.

**ELECTRIC LINE EASEMENT DESCRIPTION**

COMMENCING AS A POINT OF REFERENCE AT THE SW CORNER OF SECTION 1, T-77N, R-26W OF THE 5TH P.M., CITY OF WEST DES MOINES, MADISON COUNTY, IOWA; THENCE N83°30'45"E, 20.00 FEET ALONG THE SOUTH LINE OF SAID SECTION TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WOODLAND AVENUE AS IT NOW EXISTS AND BEING THE POINT OF BEGINNING; THENCE N00°42'36"W, 90.29 ALONG SAID RIGHT-OF-WAY LINE TO A POINT; THENCE N83°30'45"E, 43.07 FEET TO A POINT; THENCE S61°50'29"E, 52.47 FEET TO A POINT; THENCE S00°42'36"E, 60.31 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION; THENCE S83°30'45"W, 89.25 FEET ALONG SAID SOUTH LINE, TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 0.17 ACRES, MORE OR LESS.



DRAWN BY:	MMD
CHECKED:	PJS
APPROVED:	
DATE:	10-27-2025
SCALE:	1" = 50'
APPROVED:	

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

<b>MIDAMERICAN ENERGY COMPANY</b>	
<b>EXHIBIT "A"</b> SHEET 2 OF 2	TRACT NO. MAD-MS-001

## **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.