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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

Prepared by and return to: Nick Garretson 563-333-8355  
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

*EJ* Warren County Recorder  
301 N Buxton Ste 109  
Indianola IA 50125

**MIDAMERICAN ENERGY COMPANY  
OVERHEAD AND UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>719</u>	State of	<u>IA</u>
Project No.	<u>T91EN</u>	Counties of	<u>Madison &amp; Warren</u>
		Section	<u>1 (Madison)</u>
		Sections	<u>6 &amp; 7 (Warren)</u>
		Township	<u>77 North</u>
		Range	<u>26 West of the 5<sup>th</sup> P.M. (Madison)</u>
		Range	<u>25 West of the 5<sup>th</sup> P.M. (Warren)</u>

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 electric supply line(s), underground conduit, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other necessary poles, wires, guys, guy stubs, anchors, including other reasonably necessary equipment incident thereto (collectively "Facilities") under and on the surface of the ground and 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.

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:  
See Exhibit "A", attached hereto and made a part hereof.

EASEMENT AREA:  
An overhead and underground electric easement described as follows:

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 (i) result in inadequate or excessive ground cover, (ii) interfere with Grantee's right to operate and maintain its Facilities and equipment, or (iii) violate the clearance requirements set forth in (a) the National Electrical Safety Code and/or (b) 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 after such entry). At all times, Grantee shall comply with Grantor's reasonable security procedures for entry on to the Easement 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 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 or Grantee's breach of its obligations hereunder, except to the extent arising from any negligence or willful misconduct of Grantor and its affiliates, and their respective managers, members, employees, lessees, contractors, agents, guests and invitees.

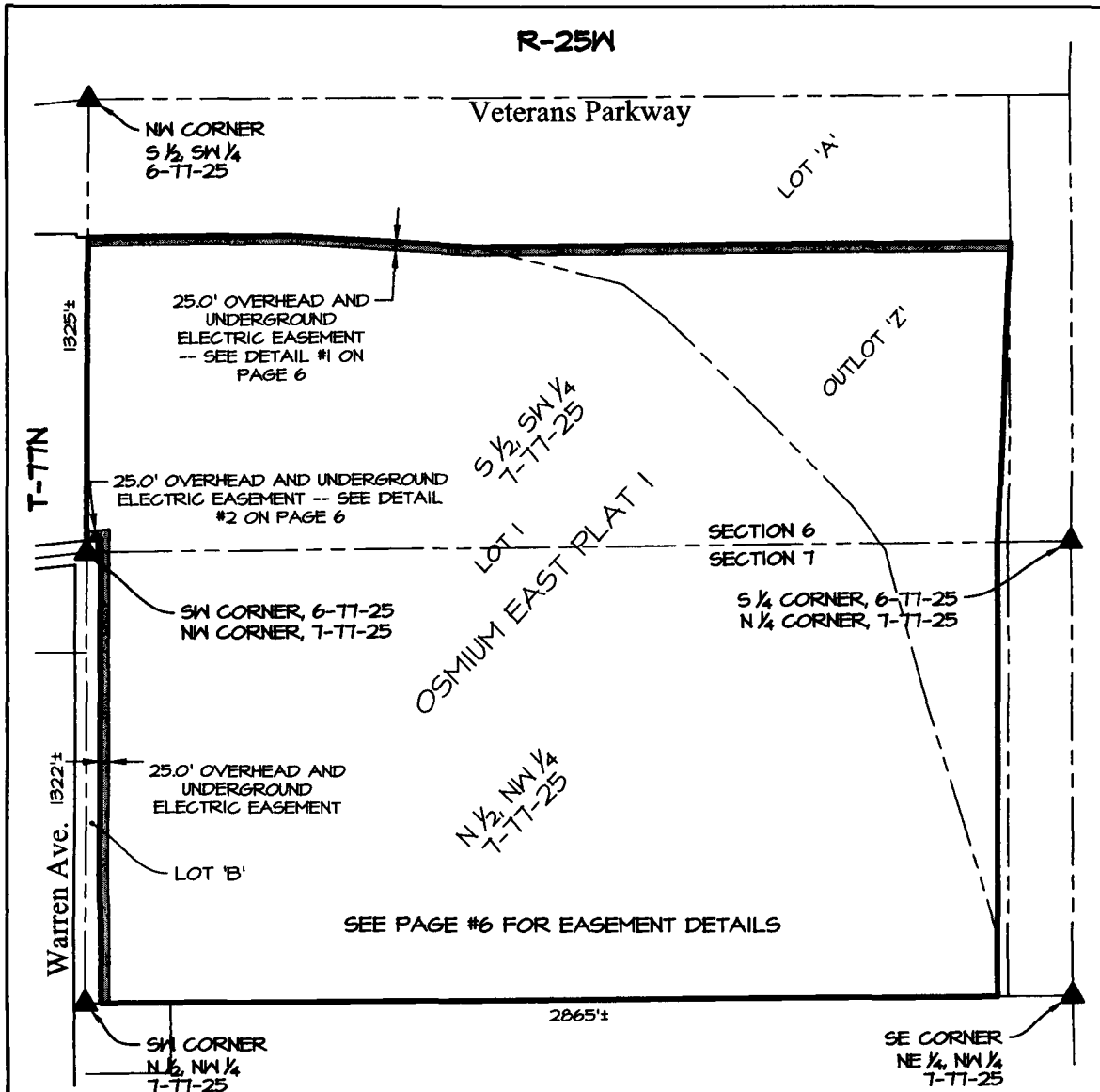
9. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter or dispute arising out of or related to this easement, it is agreed between the parties that the law 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.

10. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this easement.






11. 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)





**LEGEND**

-  PARCEL BOUNDARY LINE
-  PROPOSED ELECTRIC TRANSMISSION CENTERLINE
-  LOT / SECTION LINES
-  ELECTRIC LINE EASEMENT
-  PROPERTY CORNER

**EASEMENT AREA**

2.36 ACRES

**OWNER**  
MICROSOFT CORPORATION

**NORTH**



**PROPERTY DESCRIPTION**

LOT 1 AND OUTLOT 'Z', OSMIUM EAST PLAT 1, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, WARREN COUNTY, IOWA.

**EASEMENT DESCRIPTIONS**

SEE PAGE 6 OF 10

**MIDAMERICAN ENERGY COMPANY**

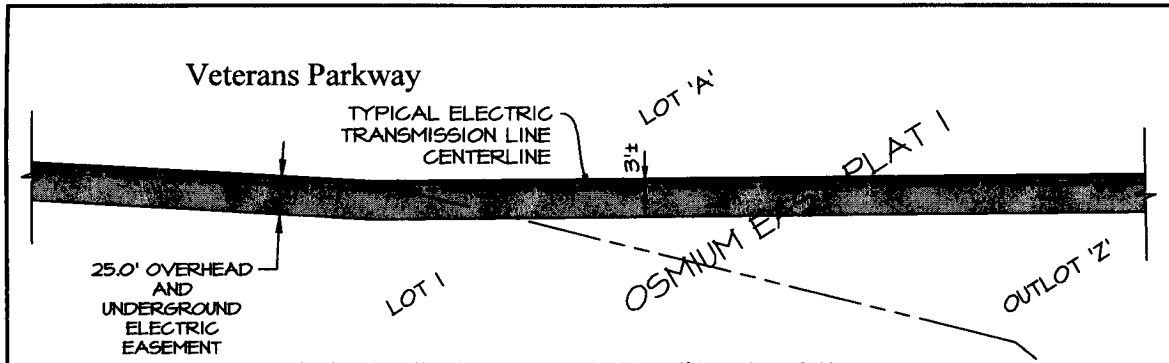
OVERHEAD AND UNDERGROUND ELECTRIC EASEMENTS LOT 1 & OUTLOT 'Z', OSMIUM EAST PLAT 1

DRAWN BY: MMD DATE: 09-04-19  
CHECKED: PJS SCALE: 1" = 400'

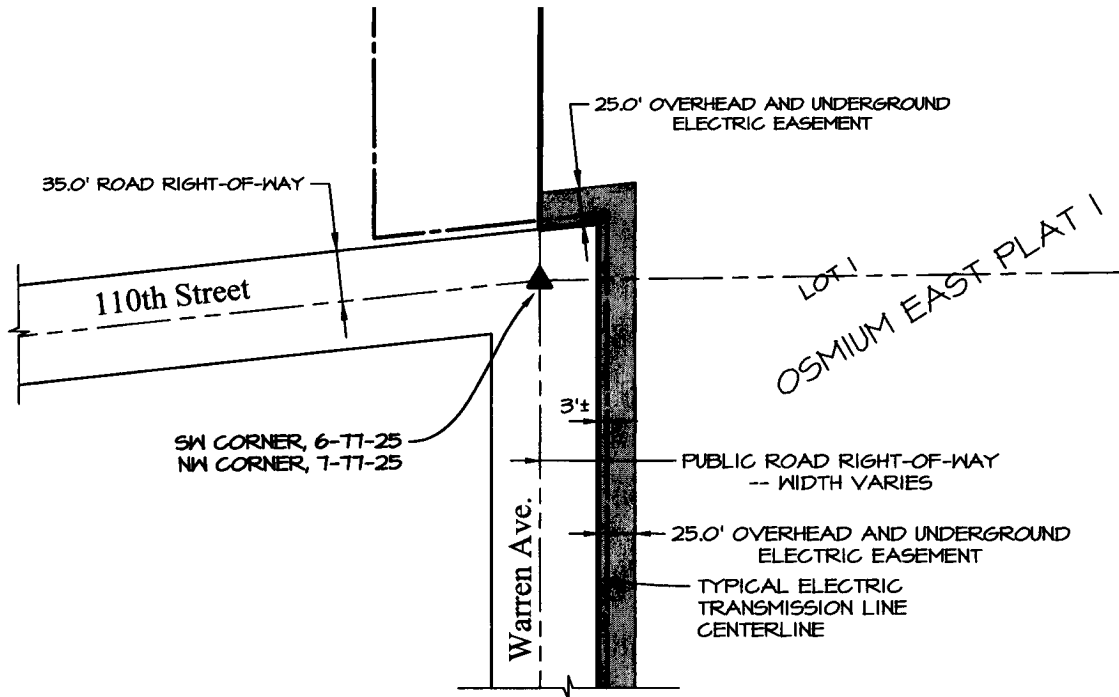
APPROVED:

**EXHIBIT "A"** WA-MS-005.000

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



**EASEMENT SEGMENT #2 DETAIL**  
SCALE: 1" = 100'

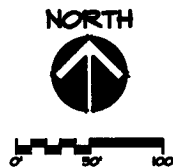
**OVERHEAD AND UNDERGROUND ELECTRIC EASEMENT DESCRIPTION**

THE NORTH 25.00 FEET OF LOT 1 AND OUTLOT 'Z' BEING PARALLEL TO THE SOUTH LINE OF STREET LOT 'A', OSMIUM EAST PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, WARREN COUNTY, IOWA. SAID EASEMENT CONTAINS 1.54 ACRES (66,923 SQUARE FEET).

AND

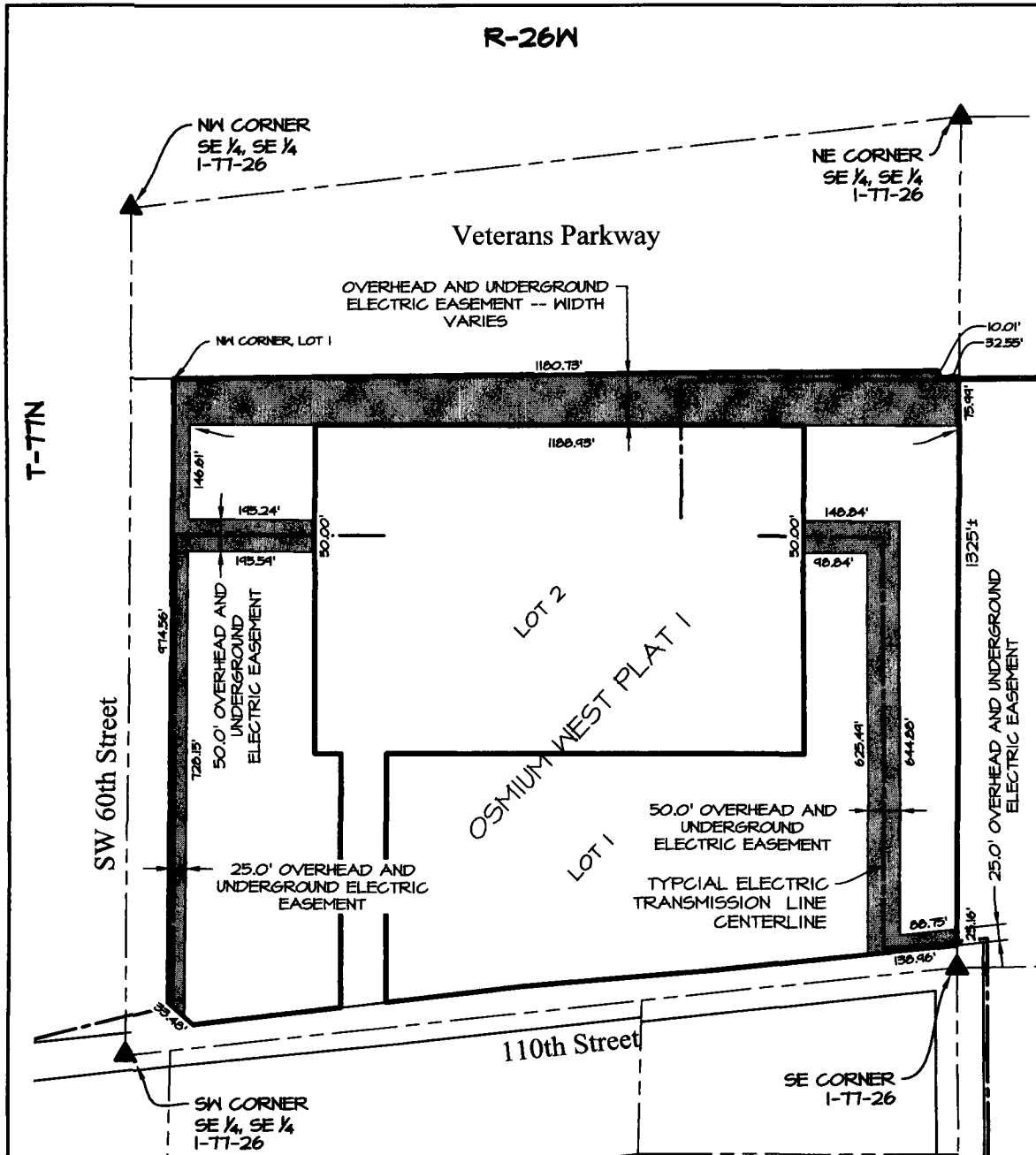
THE WEST 25.00 FEET OF LOT 1 BEING PARALLEL AND ADJOINING THE EAST AND NORTH LINES OF STREET LOT 'B', OSMIUM EAST PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, WARREN COUNTY, IOWA. SAID EASEMENT CONTAINS 0.82 ACRES (35,608 SQUARE FEET).

**OWNER**  
MICROSOFT CORPORATION



<b>MIDAMERICAN ENERGY COMPANY</b>	
<b>OVERHEAD AND UNDERGROUND ELECTRIC EASEMENTS LOT 1 &amp; OUTLOT 'Z', OSMIUM EAST PLAT 1</b>	
DRAWN BY: MMD	DATE: 09-04-19
CHECKED: PJS	SCALE: 1" = 100'
APPROVED:	
<b>EXHIBIT "A"</b>	WA-MS-005.000
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R-26W



**LEGEND**

- PARCEL BOUNDARY LINE
- PROPOSED ELECTRIC TRANSMISSION CENTERLINE
- LOT / SECTION LINES
- ELECTRIC LINE EASEMENT
- SECTION CORNER

**EASEMENT AREA**  
3.88 ACRES

**OWNER**  
MICROSOFT CORPORATION

NORTH



**PROPERTY & EASEMENT DESCRIPTIONS**

SEE PAGE 8 OF 10

**MIDAMERICAN ENERGY COMPANY**

**OVERHEAD AND UNDERGROUND ELECTRIC EASEMENTS LOT 1 OSMIUM WEST PLAT 1**

DRAWN BY: MMD DATE: 09-04-19

CHECKED: PJS SCALE: 1" = 200'

APPROVED:

**EXHIBIT "A"** MD-MS-006.000

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### 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.

### OVERHEAD AND UNDERGROUND ELECTRIC EASEMENT DESCRIPTION

A PART OF LOT 1, OSMIUM WEST PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, MADISON COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°28'55" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 1180.73 FEET; THENCE SOUTH 02°40'44" EAST CONTINUING ALONG SAID NORTH LINE, 10.01 FEET; THENCE NORTH 89°28'55" EAST CONTINUING ALONG SAID NORTH LINE, 32.55 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 00°19'19" WEST ALONG SAID EAST LINE, A DISTANCE OF 75.99 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID LOT 1 AND THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 2 IN SAID PLAT; THENCE NORTH 89°52'09" WEST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 2, THE ENTIRE NORTH LINE OF SAID LOT 2, AND THE WESTERLY EXTENSION OF SAID LOT 2, 1180.93 FEET; THENCE SOUTH 00°31'29" WEST, 146.61 FEET; THENCE SOUTH 89°28'31" EAST, 195.24 FEET TO THE WEST LINE OF SAID LOT 2; THENCE SOUTH 00°07'51" WEST ALONG SAID WEST LINE, 50.00 FEET; THENCE NORTH 89°28'31" WEST, 145.59 FEET; THENCE SOUTH 00°31'29" WEST, 728.15 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE NORTH 47°47'04" WEST ALONG SAID SOUTHWESTERLY LINE, 33.48 FEET; THENCE NORTH 00°31'29" EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 974.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.94 ACRES (128,258 SQUARE FEET).

AND

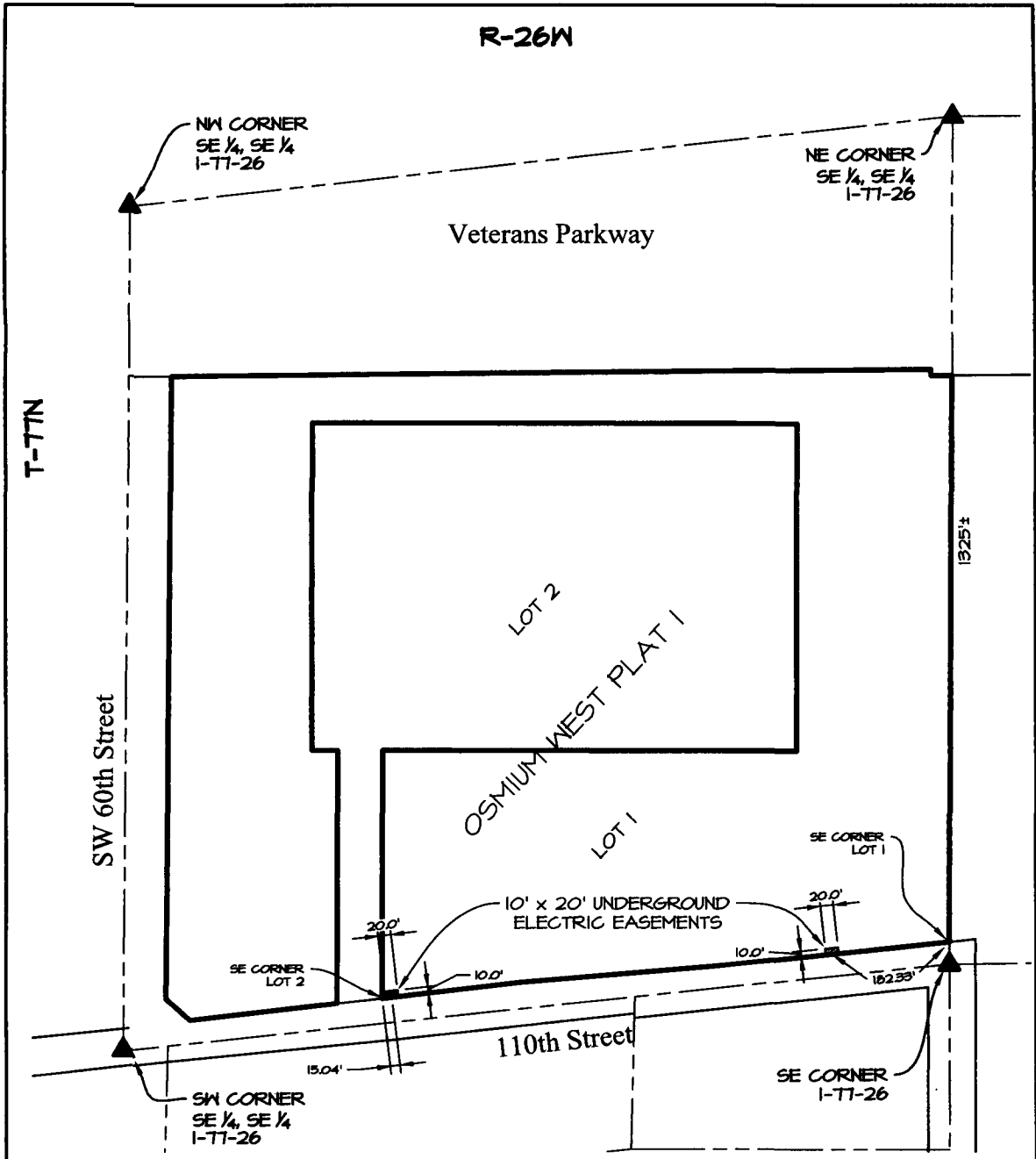
A PART OF LOT 1, OSMIUM WEST PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, MADISON COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 83°54'23" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 138.96 FEET; THENCE NORTH 00°07'51" EAST, 625.49 FEET; THENCE NORTH 89°52'09" WEST, 98.84 FEET TO THE EAST LINE OF LOT 2, SAID OSMIUM WEST PLAT 1; THENCE NORTH 00°07'51" EAST ALONG SAID EAST LINE, 50.00 FEET; THENCE SOUTH 89°52'09" EAST, 148.84 FEET; THENCE SOUTH 00°07'51" WEST, 644.88 FEET; THENCE NORTH 83°54'23" EAST, 88.75 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 00°19'19" WEST ALONG SAID EAST LINE, 25.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.94 ACRES (40,798 SQUARE FEET).





**OWNER**  
MICROSOFT CORPORATION

<b>MIDAMERICAN ENERGY COMPANY</b>	
OVERHEAD AND UNDERGROUND ELECTRIC EASEMENTS LOT 1 OSMIUM WEST PLAT 1	
DRAWN BY: MMD	DATE: 09-04-19
CHECKED: PJS	SCALE:
APPROVED:	
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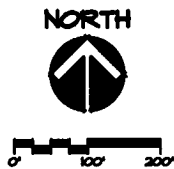


**LEGEND**

-  PARCEL BOUNDARY LINE
-  LOT / SECTION LINES
-  ELECTRIC LINE EASEMENT
-  SECTION CORNER

**EASEMENT AREA**  
400 SQUARE FEET

**OWNER**  
MICROSOFT CORPORATION



**PROPERTY & EASEMENT DESCRIPTIONS**  
SEE PAGE 10 OF 10

<b>MIDAMERICAN ENERGY COMPANY</b>	
<b>UNDERGROUND ELECTRIC EASEMENTS LOT 1 OSMIUM WEST PLAT 1</b>	
<b>DRAWN BY:</b> MMD	<b>DATE:</b> 09-04-19
<b>CHECKED:</b> PJS	<b>SCALE:</b> 1" = 200'
<b>APPROVED:</b>	
<b>EXHIBIT "A"</b>	<b>MD-MS-006A.000</b>
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### 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 PART OF LOT 1, OSMIUM WEST PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, MADISON COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 20.00-FOOT-WIDE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, SAID OSMIUM WEST PLAT 1; THENCE NORTH 83°21'54" EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 15.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 06°38'01" WEST, 10.00 FEET TO THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 200 SQUARE FEET.

AND

A PART OF LOT 1, OSMIUM WEST PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, MADISON COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 20.00-FOOT-WIDE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 83°54'23" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 182.33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 06°05'37" WEST, 10.00 FEET TO THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 200 SQUARE FEET.

**OWNER**  
MICROSOFT CORPORATION

MIDAMERICAN ENERGY COMPANY	
UNDERGROUND ELECTRIC EASEMENTS LOT 1 OSMIUM WEST PLAT 1	
DRAWN BY: MMD	DATE: 09-04-19
CHECKED: PJS	SCALE:
APPROVED:	
EXHIBIT "A"	MD-MS-006A.000
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