



Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors

From: Michael D. Cox, Director

Date: February 24, 2026

Re: Consideration of Underground Electric Line Easement with the Iowa Power and Light Company in Section 22, Township 85N Range 22W, Story County, Iowa.

The attached easement with the Iowa Power and Light Company allows the Company to place an underground electrical line across County property next to the Praeri Rail Trail. This easement will not impact the trail.

The Conservation Board urges your approval.

Approval

Disapproval

Date

Date

UNDERGROUND ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **Story County, State of Iowa** (“Grantor(s)”), whose address is 56461 180th St, Ames, IA 50010 do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, (“Grantee”) a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the “Line” or “Lines”) for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of Story, and the State of Iowa:

See Attached Exhibit A, page 3

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor reserves the right to use the real estate for any and all purposes, or otherwise dispose of the same subject to this easement, including but not limited to the right to mortgage, sell, lease, grant licenses or other easements for the use and occupation of all or any portion of said real estate, and bill and collect rents, issues and profits therefrom, as long as such use or disposition is not inconsistent with the rights herein granted to Grantee. and as long as such use or disposition does not interfere with Grantee’s use of the easement. Any additional easements or licenses granted by Grantor shall be subject and subordinate to this easement."

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines, under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to

pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Grantee shall, at its sole cost and expense, be responsible for the operation, maintenance, repair, and replacement of all facilities installed or constructed by Grantee within the easement area, including without limitation all electric and telecommunication lines, wires, transformers, switches, and related equipment and fixtures. Grantee shall, within a reasonable amount of time, repair and restore the easement area and any adjacent property to substantially the same condition existing prior to any damage caused by Grantee's construction, operation, maintenance, or failure to maintain the easement or its facilities, reasonable wear and tear excepted.

In addition to any termination rights provided by law, this easement shall terminate upon Grantee's abandonment of the easement, which shall be deemed to occur if (i) all electric and telecommunication facilities installed by Grantee within the easement area remain continuously nonoperational and unused for a period of twelve (12) consecutive months, excluding temporary outages, maintenance activities, force majeure events, or interruptions caused by regulatory, safety, or operational requirements, unless the parties otherwise agree in writing and (ii) Grantee has received any necessary regulatory approval to abandon.

Upon termination, Grantee shall, within a reasonable time, remove its facilities and restore the easement area to substantially the same condition existing immediately prior to Grantee's initial construction, reasonable wear and tear excepted, including the reasonable restoration of vegetation, fences, and surface grading. Grantee shall have the right to enter the property following termination for the purpose of completing such removal and restoration.

Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all liabilities, obligations, damages, injuries, penalties, claims, demands, actions, suits, judgments, and any and all costs and expenses (including reasonable attorneys' fees) incurred by Grantor arising from or caused by the negligence or willful misconduct of Grantee or Grantee's agents and employees upon the Grantor's property; provided, however, notwithstanding anything to the contrary set forth herein, Grantee shall have no obligation to indemnify, defend, or hold Grantor or the foregoing Grantor parties harmless from any liabilities, obligations, damages, injuries, penalties, claims, demands, actions, suits, judgments, costs or expenses arising from or relating to the acts or omissions of Grantor or Grantor's employees, agents or invitees.

Signed this _____ day of _____, 20__.

GRANTOR(S): Story County, State of Iowa

By: _____

Print Name and Title

By: _____

Print Name and Title

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 20_____, before me, the undersigned, a Notary Public in and for said State, personally appeared

_____ to me personally known

or _____ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

My Commission Expires: _____

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE
Title(s) of Corporate Officers(s):

N/A

Corporate Seal is affixed

No Corporate Seal procured

PARTNER(s)

Limited Partnership

General Partnership

ATTORNEY-IN-FACT

EXECUTOR(s),

ADMINISTRATOR(s),

or TRUSTEE(s):

GUARDIAN(s)

or CONSERVATOR(s)

OTHER

SIGNER IS REPRESENTING:
List name(s) of persons(s) or entity(ies):

Exhibit A

EASEMENT AREA:

A portion of land for easement purposes being the West Ten (10) feet

AND

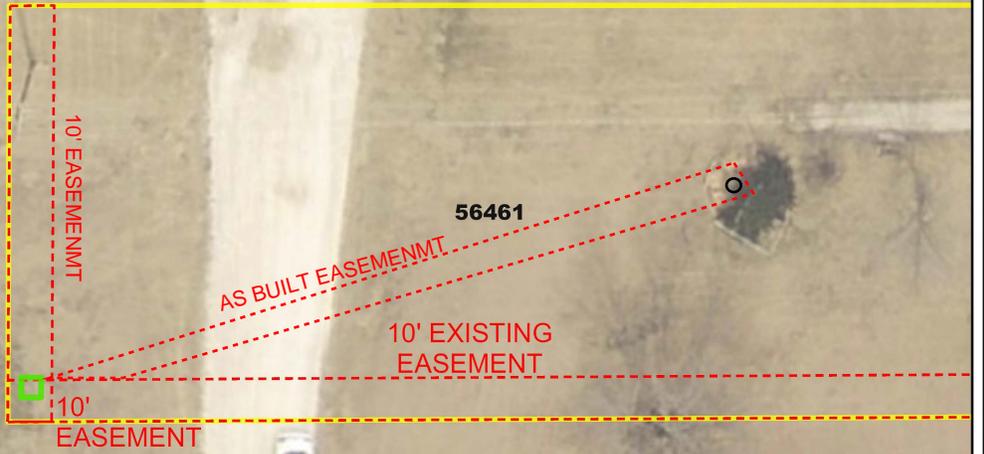
A portion of land for easement purposes being Ten (10) feet in width, lying Five (5) feet on each side of centerline as constructed, as described as follows:

Part of the Northeast Quarter (NE1/4) of Section 22, Township 85 North, Range 22 West of the Fifth Principal Meridian, Story County, Iowa , as described in the Quit Claim Deed recorded on December 10, 1978, in Book 173, Page 194-195 in the office of the Recorder in and for Story County, Iowa.

Located in the part of the Northeast Quarter (NE1/4) of Section Twenty-two (22), Township Eighty-five (85) North, Range Twenty-two (22) West of the Fifth Principal Meridian, Story, County, Iowa.

Project Title:	
ERP Activity ID:	WR
Tract No.:	01
REROW No.:	

130TH ST/ DUBOIS AVE

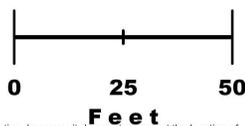


OWNER: STORY COUNTY

Address: 56461 180TH ST, AMES, IA 50010-9451

Parcel # : 0322100600

-  Transformer
-  Proposed Easement
-  Parcels



This map is intended to give a general idea of planned construction, however, it does not represent the location of existing and planned facilities to survey-grade accuracy or scale.

**Proposed Easement:
AS BUILT EASEMENT
10' EASEMENT**