

The Board of Supervisors met on 8/26/20 at 9:00 a.m. in the Story County Administration Building. Members present: Linda Murken and Lisa Heddens, with Murken presiding. Lauris Olson absent. (all audio of meetings available at [storycountyiowa.gov](http://storycountyiowa.gov)). Murken read the special note to the public: due to recommendations to limit gatherings in order to help slow the spread of the COVID-19 virus, public access to the meeting will be provided via conference call originating from the Story County Administration Building.

**ADOPTION OF AGENDA:** Heddens moved, Murken seconded adopting the agenda as presented. Motion carried unanimously (MCU) on a roll call vote.

**STATEMENT OF NECESSITY OF MEETING TO BE HELD WITH LESS THAN 24 HOUR'S NOTICE PER CODE OF IOWA §21.4.2(b)** – Murken read the statement of necessity in its entirety.

**EASEMENT AGREEMENT BETWEEN STORY COUNTY AND ALLIANT/IPL** – Mike Cox, Conservation Director, reported Alliant Energy and its subsidiary, Interstate Power and Light Company (IPL), had storm damage to its substation south of Huxley. The substation services several communities, but no easement exists across county-owned native prairie. To undertake the needed repairs, the easement is required. Cox spoke with the Conservation Board chair and obtained verbal approval. Ethan Anderson, Story County Assistant Attorney, stated a true emergency exists. He fully supports this standard easement which will protect the native prairie. Heddens moved, Murken seconded the approval of the Easement Agreement between Story County and Alliant/Interstate Power and Light Company. Roll call vote. (MCU)

Heddens moved, Murken seconded to adjourn at 9:12 a.m. Roll call vote. (MCU)

Story County  
Board of Supervisors Meeting  
Special Agenda  
8/26/20

1. Originating From Administration Building, Story County Public Access Provided Via Conference Call

**SPECIAL NOTE TO THE PUBLIC:** Due to recommendations to limit gatherings to no more than ten (10) people in order to help slow the spread of the COVID - 19 virus, public access

to the meeting will be provided via conference call to listen to the meeting. Members of the public

who would like to call in:

- Dial 515 - 603 - 3144
- Enter 895791# when prompted for the access code

**\*\*We ask that you mute your phone if possible.**

Audio recordings of all Board meetings will be posted on our website

[www.storycountyia.gov](http://www.storycountyia.gov)

shortly after the meeting is concluded. You may access these recordings at any time by clicking on

the Meetings and Agendas button on the home page.

\*\*If you have called to listen to the Board of Supervisors meeting and you have a question or comment, You can now text us during the meeting at 515 - 451 - 7293

2. CALL TO ORDER: 9:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. STATEMENT EXPLAINING WHY A MEETING IN PERSON IS IMPOSSIBLE OR IMPRACTICAL, PER CODE SECTION 21.8.1
5. PUBLIC COMMENT #1:  
This comment period is for the public to address topics on today's agenda
6. STATEMENT OF NECESSITY OF MEETING TO BE HELD ON LESS THAN 24 HOUR'S NOTICE PER CODE SECTION 21.4.2(B) - IF NECESSARY
  - I. Discussion And Consideration Of Easement Agreement Between Story County And Alliant/ITC

Department Submitting: Conservation

7. PUBLIC FORUM #2:  
Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

*8. Adjournment:*  
Story County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age or disability. Persons requiring assistance, auxiliary aids or services, or accommodation because of a disability may contact the county's ADA coordinator at (515) 382-7204.

## 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, Iowa** ("Grantor(s)"), ADDRESS: **56461 180<sup>th</sup> 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 4

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

All materials and equipment and facilities placed by Grantee in Permanent Easement Area shall be owned by and remain the property of Grantee.

Grantee shall construct, operate, and maintain the Lines in accord with the requirements of the National Electric Safety Code, the Iowa Electric Safety Code, the Story County Code of Ordinances and the Rules and Regulations of the Iowa Utilities Board, to the extent that such codes, rules and regulations apply to Grantee. The Lines on Grantor's Property shall be directional bored.

Grantee shall have the right to cut, trim, remove and dispose of trees, vegetation and shrubbery within the Easement Area to the extent necessary so that, in the reasonable opinion of Grantee, they will not interfere with or endanger the operation or maintenance of the Lines or with Grantee's exercise of its other rights hereunder. Except in the event of an emergency, Grantee shall request approval from the Grantor for any such activities. Grantee acknowledges that the easement area is a native prairie and care must be taken to not impact the vegetation negatively or introduce invasive vegetation or non-native seed.

In addition to the easement area described above, Grantors grant to Grantee the right of ingress and egress over and across Grantor's Property and from the Easement Area in order to permit Grantee to perform construction and maintenance work on the Lines and related facilities and to exercise its other rights hereunder. Methods and means of such work shall be subject to Grantor approval.

Grantee agrees to pay Grantor for all damage to Grantor's Property caused by Grantee constructing, maintaining, replacing, rebuilding, repairing, or removing said Lines and related facilities. Payment for damages shall be made at the completion of the work performed by Grantee which resulted in said damages.

Grantor agrees that it will not place, or allow to be placed any building, structure, or object of any kind within the Easement Area during the period of construction without specific written authorization from Grantee, and will not place or allow to be placed any building, structure, or object of any kind within the Easement Area which will interfere with or endanger the operation or maintenance of the Lines or related facilities.

Grantee shall indemnify, defend, and hold Grantor and Grantor's managers, members, employees, agents, affiliated, and tenants 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 Grantee in performing work within the Easement Area or arising in connection with Grantee's exercise of the rights herein granted to Grantee.

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 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.

Signed this 26 day of August, 2020

**GRANTOR(S):**

Story County, Iowa

By: [Signature]

By: \_\_\_\_\_

**ALL PURPOSE ACKNOWLEDGMENT**

**CAPACITY CLAIMED BY SIGNER**

STATE OF Iowa )

COUNTY OF Story ) ss:

On this 26th day of August, AD. 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared

Linda Murkin  
\_\_\_\_\_  
\_\_\_\_\_

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.

\_\_\_\_\_  
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  
government  
\_\_\_\_\_

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

Story County  
\_\_\_\_\_

NOTARY SEAL Michelle L Bellile  
(Sign in Ink)

Michelle L. Bellile  
\_\_\_\_\_  
(Print/type name)

Notary Public in and for the State of Iowa  
My Commission Expires: September, 11, 2021



## EXHIBIT A

**Easement area being a strip of land 10 feet in width, being 5 feet each side of the centerline, or extensions thereof, of an electric line(s) or lines along the West 10 feet (on or adjacent) to the property of the grantor. More particularly described by placement of the facilities at the time of construction on the following described property.**

The West 25 feet of the East Half of Section 26, Township 82 North, Range 24 West of the 5<sup>th</sup> P.M., all lying South of the abandoned Chicago, Milwaukee, and Pacific Railroad right of way in said Section 26, Township 82 North, Range 24 West of the 5<sup>th</sup> P.M., Story County, Iowa.

Subject to easements, restrictions, covenants, ordinances and limited access provisions of record.

ALL IN PARCEL 13-26-100-500 DESCRIBED BELOW.

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SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS, ORDINANCES AND LIMITED ACCESS PROVISIONS OF RECORD.

ALL IN PARCEL 1326100500 DESCRIBED BELOW

