

## ELECTRIC EQUIPMENT EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **Iowa City Community School District, an Iowa school corporation**, (“Grantor(s)”), ADDRESS: 2255 N. Dubuque Rd., Iowa City, Iowa 52245 do(es) hereby convey without warranty 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, 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, associated surface mounted equipment, and construction (collectively, the “*Facilities*”) for transmitting electricity and communications pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of Johnson, and the State of Iowa:

See Attached Exhibit A,

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

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

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, operation, repair, use of the Facilities.

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 Facilities, under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, 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, operating, patrolling, repairing or removing the Facilities.

Grantee shall indemnify, defend, and hold Grantor harmless from any liability arising out of or related to: (i) Grantee’s breach of the terms of this easement; (ii) Grantee’s use of, or presence on, the Grantor’s property; or (iii) Grantee’s failure to comply with applicable law.

Upon completion of any work or activity within the Easement Area, Grantee shall promptly restore any

affected portions of Grantor's property to as near their original condition as reasonably practicable, including replacement of any topsoil, vegetation, landscaping, fencing, or other improvements damaged or disturbed by Grantee's activities. All restoration shall be completed to the reasonable satisfaction of Grantor within a reasonable time following completion of such activities.

All claims relating to this agreement shall be governed by the laws of the State of Iowa without regard to principles of conflicts of law. The sole and exclusive jurisdiction for any action arising from or relating to this agreement shall be in the state or federal courts located in the State of Iowa.

This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. No amendment of this agreement will be effective unless it is in writing and signed by both parties. No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver. The parties agree that if a dispute between the parties arises out of this agreement, they would want the court to interpret this agreement as follows: (a) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (b) if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this agreement will remain in effect; (c) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and (d) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**IOWA CITY COMMUNITY SCHOOL DISTRICT, AN IOWA SCHOOL CORPORATION:**

**GRANTOR(S):**

By: \_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Print Name:

**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

### **Parent Parcel:**

A part of a parcel of land in Section 22, Township 78 North, Range 6 West of the 5th P.M. in the town of Hill, Johnson County, Iowa, described as follows:

Commencing at the Northwest corner of said Section 22; thence on an assumed bearing due South along centerline of U.S. Highway #218; 124.58 feet; thence North 89 degrees 15 minutes 40 seconds East 283.00 feet along centerline of Main Street; thence South 0 degrees 58 minutes 40 seconds East 33.00 feet to the point of beginning; thence South 0 degrees 58 minutes 40 seconds East 581.05 feet; thence North 89 degrees 15 minutes 20 seconds East 515.00 feet; thence North 0 degrees 58 minutes 40 seconds West 581.00 feet; thence South 89 degrees 15 minutes 40 seconds West 515.00 feet to the point of beginning.

Said parcel contains 6.87 acres, more or less.

As conveyed by Warranty Deed, recorded on October 11, 1965, in Book 272, Pages 478.

### **Easement Description:**

*Commencing at the Northeast corner is the Point of Beginning; thence West along the North property line Twenty-five (25') feet; thence South Ten (16') feet; thence East parallel to the North property line Twenty-five (25') feet; thence North along the East property line Ten (16') feet to the Point of Beginning.*

*and*

*Commencing at the Northwest corner is the Point of Beginning; thence East along the North property line Twenty-five (25') feet; thence South Ten (10') feet; thence West parallel to the North property line Twenty-five (25') feet; thence North along the West property line Ten (10') feet to the Point of Beginning.*

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