

COUNCIL ACTION FORM

SUBJECT: REQUEST FROM INTERSTATE POWER AND LIGHT COMPANY TO OBTAIN AN UNDERGROUND GAS PIPELINE EASEMENT

BACKGROUND:

City staff has received a request from Interstate Power and Light Company (IPL), an Iowa Corporation, for a permanent easement on City property at the southeast corner of 13th St. and Maxwell Avenue, adjacent the Ames Municipal Cemetery. The easement would allow for the placement of a new underground gas pipeline.

The easement would be 3 feet x 40 feet in size (see map below), extending from the right of way at the intersection of E. 13th Street and Maxwell Streets, south for 40 feet along the east side of Maxwell Street. The easement area is approximately 120 square feet (SF) in size and is currently maintained by City staff as part of Cemetery maintenance. The City does not have any structures or trees in the area described.



Given the minimal impact the proposed easement is expected to have upon the City, the easement would be granted for \$1 in consideration. The City Attorney's Office has worked with IPL to prepare the easement documents (Attachment A) and IPL has agreed to the language in the easement. In addition to providing the easement, the following conditions are included:

- The City agrees to not construct or place any buildings, structures, or other similar obstructions within the easement area
- IPL may enter the easement area for the purpose of making surveys
- The City grants IPL the right of ingress and egress
- IPL shall indemnify and hold harmless the City of Ames, its officers, employees, and agents from any claims, liabilities, damages, fines and/or expenses arising from the gas pipeline within the easement area
- IPL shall not assign its interest in this easement without the written consent of the City

ALTERNATIVES:

1. Approve granting a 3 foot x 40 foot easement to Interstate Power and Light Company for an underground gas pipeline from the right of way at the intersection of E. 13th Street and Maxwell Streets, south for 40 feet along the east side of Maxwell Street.
2. Do not approve granting the requested easement.
3. Refer this request back to staff for further information.

CITY MANAGER’S RECOMMENDED ACTION:

In preparation for the reconstruction of E. 13th Street, IPL is using the opportunity to install a new natural gas pipeline. The proposed easement area does not prohibit any City maintenance activities and staff is not proposing adding any structures, trees or other vegetation in the area. City staff views the granting of this easement as causing minimal disruption to City operations.

Therefore, it is the City Manager’s recommendation that the City Council approve Alternative No.1, as stated above.

UNDERGROUND GAS PIPELINE EASEMENT
(IPL as Grantee)

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, The City of Ames, Iowa (“Grantor(s)”), ADDRESS PO Box 811 Ames, Iowa 50010-0811 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, operate, repair, patrol and remove a pipeline or lines for the transportation and distribution of gas, steam and other substances, consisting of necessary fixtures, equipment and for communication and electrical controls, including the necessary appurtenances under the ground used or useful for all Corporate purposes, together with the power to extend to any other party the right to use, jointly with the Grantee and pursuant to the provisions hereof, upon, under, 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.

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

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

The Grantor(s) also grants to the Grantee the right of ingress and egress to said line or lines, under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, operating, patrolling, repairing and removing said line or lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands, including crops, field tiles, terraces, fences, equipment or livestock of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, patrolling or repairing said line or lines.

Grantee shall indemnify and hold harmless the City of Ames, its officers, employees, and agents from any claims, liabilities, damages, fines and/or expenses arising from the gas pipeline within the Easement Area or the use of the Easement Area by the Grantee, or from any acts or omissions of Grantee or Grantee’s officers, employees or agents. Grantee shall further indemnify and hold harmless the City of Ames from any tort arising from the acts or omissions of the Grantee or its officers, employees or agents. Grantee shall be responsible for inspecting, maintaining and repairing the gas pipeline, and shall promptly repair and restore any damage done to the Easement Area at Grantee’s sole expense.

Grantee shall not assign its interest in this Easement without the written consent of the City of Ames.

Signed this _____ day of _____, 2021.

GRANTOR(S)
The City of Ames, Iowa

By: _____
John A. Haila, Mayor

Attest by: _____
Diane R. Voss, City Clerk

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on _____, by John A. Haila and Diane R. Voss, as Mayor and City Clerk, respectively of the City of Ames, Iowa.

NOTARY PUBLIC

Accepted by:

GRANTEE(S)
Interstate Power and Light Company
(d/b/a Alliant Energy)

By: _____
Heather Dee, Team Lead Real Estate and ROW
Representative

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on June _____, 2021, by Heather Dee, as Team Lead Real Estate and ROW Representative.

NOTARY PUBLIC

EXHIBIT "A"

EASEMENT AREA BEING THE WEST 3 FEET OF THE NORTH 40 FEET OF THE FOLLOWING DESCRIBED PARCEL:

Beginning at a point on the east and west quarter line 61 ft. east of the N. W. Cor. of the N. E. $\frac{1}{4}$ S. E. $\frac{1}{4}$ said Sec. 2; Thence in a northerly direction along a line parallel to and 341 feet from the center line of Maxwell Ave. 508 ft. to the S.W. Cor. of said Maxwell Park Association; Thence in an easterly direction along the south line of said Park 684.9 ft. to the S.E. Cor. of said Park; Thence in a south easterly direction 490.8 ft. to the N. E. Cor. of the present Ames Cemetery, said N.E. Cor. being 30 rods west and 2 rods north of the east $\frac{1}{4}$ corner of said section 2; Thence in a westerly direction along the north line of said cemetery 478.5 ft. to a point for corner; Thence in a southerly direction 33 ft. to a point on said east and west $\frac{1}{4}$ line for corner; Thence in a westerly direction along said $\frac{1}{4}$ line 285.9 ft. to the place of beginning, containing 8.18 acres more or less. All in the North East frac. quarter of section Two (2) Township Eighty Three (83) Range Twenty Four (24).

