

RESOLUTION 2023-134

**RESOLUTION APPROVING THAT CERTAIN EASEMENT AGREEMENT
WITH INTERSTATE POWER & LIGHT COMPANY IN CONNECTION WITH
THE WAPSI CREEK WIDENING PROJECT.**

WHEREAS, in order to construct the Wapsi Creek Widening Project, Iowa Interstate Power & Light Company (a/k/a Alliant Energy) needs to move a gas pipeline; and

WHEREAS, Iowa Interstate Power & Light Company has drafted an easement that now requires approval of the City Council; and

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that the aforementioned easement agreement with Iowa Interstate Power & Light Company is hereby accepted and approved and the Mayor is hereby directed to execute said easement on behalf of the City.

Passed and approved this 18th day of December, 2023.


Roger Laughlin, Mayor

ATTEST:



Leslie Brick, City Clerk

GAS PIPELINE EASEMENT

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 West Branch, Iowa, so long as the real estate is used as a public park, title to said real estate shall revert to Ruth L. Beranek and David L. Beranek or their heirs** ("Grantor(s)"), ADDRESS 110 N Poplar Street, PO Box 218, West Branch, IA 52358 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 and on the surface of 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, over and across the following described lands located in the County of Cedar, 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(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 or the use thereof.

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 said line or lines, over/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 (except the cutting and trimming of trees or other vegetation), 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.

Signed this 18 day of DECEMBER, 2023.

THE CITY OF WEST BRANCH, A GOVERNMENTAL SUBDIVISION OF THE STATE OF IOWA:

GRANTOR(S)

By: Roger Laughlin
MAYOR

By: _____

By: _____

By: _____

ALL PURPOSE ACKNOWLEDGMENT

CAPACITY CLAIMED BY SIGNER

STATE OF Iowa
COUNTY OF Cedar) ss:

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

On this 18th day of December, AD. 20 23, before me, the undersigned, a Notary Public in and for said State, personally appeared

____ N/A
____ Corporate Seal is affixed
____ No Corporate Seal procured

Roger Laughlin, Mayor City of
West Branch, Iowa

____ PARTNER(s)
____ Limited Partnership
____ General Partnership

to me personally known

or _____ provided to me on the basis of satisfactory evidence

____ ATTORNEY-IN-FACT
____ EXECUTOR(s),
____ ADMINISTRATOR(s),
____ or TRUSTEE(s):
____ GUARDIAN(s)
____ or CONSERVATOR(s)
____ OTHER

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.

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

NOTARY SEAL Leslie Brick
(Sign in Ink)

Leslie Brick
(Print/type name)

Notary Public in and for the State of Iowa
My Commission Expires: 12-19-2026

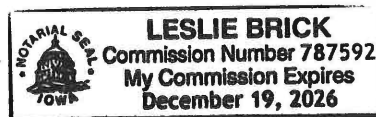


EXHIBIT A

Parent Parcel:

A portion of the NW1/4 of the NW1/4 of Section 8, Township 79 North, Range 4 West, in the City of West Branch, Cedar County, Iowa, more typically described as: Lot C of Block One (1), of Lot "B" of I. W. Haines Subdivision of West Branch, Cedar County, Iowa.

Also described as: Commence at the Northeast corner of said Block One (1), thence Westerly 4 chains, 53 links, thence Southeasterly to a point on the East line of said Block One (1) 151 feet 2 inches Southeasterly from beginning, thence Northwesterly to beginning. (See Surveyor's Record 4, page 193.)

As conveyed by Quit Claim Deed recorded April 4, 1989, as Document No. 694 at Book 179, Page 144.

Easement:

Commencing in the Northeast (NE) corner; thence West approximately Seventy (70') feet to the Point of Beginning; thence Southwest to the Southwest property line approximately Eight-Five (85') feet; thence Northwest Ten (10') feet; thence Northeast to the North property line approximately Eight-Five (85') feet; thence East Ten (10') feet to the Point of Beginning.