

Prepared by and Returned to: Tisha M. Halverson, P.O. Box 617, Paullina, IA 51046-0617, Phone: (712) 949-2142

RESOLUTION NO. _____

CITY OF PAULLINA

**RESOLUTION PROPOSING ASSIGNMENT OF EASEMENT AND SETTING TIME
AND PLACE OF PUBLIC HEARING**

WHEREAS, the City of Paullina, Iowa, an Iowa Municipality, was granted an Easement to use a portion of a parcel of land for an electric transmission and/or distribution line system, and said Easement was filed November 19, 1974, in Misc. Book H on Page 673 in the office of the O'Brien County Recorder, a copy of which is attached hereto as Exhibit A and made a part hereof, herein after referred to as "Easement;" and

WHEREAS, the City of Paullina, Iowa, intends to assign and convey to Northwest Iowa Power Cooperative, an Iowa Cooperative Association, a non-exclusive right to use a portion of the Easement area; and

WHEREAS, it is necessary to give notice and hold a public hearing on the assignment of said easement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Paullina and the State of Iowa, as follows:

1. The City Council proposes to assign and convey a perpetual, non-exclusive right to use a portion of the easement area, more particularly described as follows, to-wit:

The South Fifty (50) feet of that part of the Northwest Quarter (NW1/4) of Section Eight (8), Township Ninety-four (94) North, Range Forty (40) West of the 5th P.M., lying north of the right of way of the Chicago and North Western Railway Company, subject to established highways,

to Northwest Iowa Power Cooperative, for the installation, operation, maintenance, repair, and replacement of an electric transmission line.

2. Northwest Iowa Power Cooperative shall install the electric transmission line at its sole cost and expense.

3. The City of Paullina, Iowa, reserves until itself the right to use the easement area for any purpose that does not unreasonably interfere with Northwest Iowa Power Cooperative's use of the easement area.

BE IT FURTHER RESOLVED that a public hearing shall be held on the proposal to assign said easement area to Northwest Iowa Power Cooperative before the City Council at 127 South Main Street in the City of Paullina, Iowa, at 5:30 P.M. on the _____ of _____, 2024, and notice thereof shall be published as required by law.

PASSED AND APPROVED this ____ day of _____, 2024.

CITY OF PAULLINA, IOWA

By _____
Marlin Sjaarda, Mayor

ATTEST:

Michelle Wilson, City Clerk

STATE OF IOWA)
)ss.
COUNTY OF O'BRIEN)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marlin Sjaarda and Michelle Wilson, to me personally known, who being by me personally sworn did say that they are the Mayor and City Clerk respectively of the City of Paullina, Iowa, executing the within and foregoing instrument, that said instrument was signed and sealed on behalf of the City of Paullina, Iowa, by the authority of the City Council and that said Marlin Sjaarda and Michelle Wilson, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said City of Paullina, Iowa, by it and by them voluntarily executed further, that said instrument is the same as it appears in the minutes of the meeting of the City Council of the City of Paullina, Iowa, held on the _____ day of _____, 2024.

Notary Public in and for said County and State

Tract No. _____
69 KV Tap Line

RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Bonnie Ulven and Marvin Ulven,
Wife and Husband,

~~THE UNDERSIGNED~~ his/their heirs, executors, administrators, successors,
and assigns, hereinafter referred to as "GRANTOR", for a good and valuable consideration,
the receipt whereof is hereby acknowledged, do hereby grant unto the City of Paullina,
Iowa an incorporated City, and to its successors and assigns, hereinafter referred to as
"GRANTEE", the perpetual right to enter upon the lands of the undersigned, situated in
the County of O'Brien, State of Iowa, and more particularly described as follows:

All that part of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section
Seven (7), Township Ninety-four (94) North, Range Forty (40) West of the Fifth P.M.,
lying north of the right of way of the Chicago and North Western Railway Company,
subject to established highways, O'Brien County, Iowa; and

All that part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Ninety-
four (94) North, Range Forty (40) West of the Fifth P.M., lying north of the right
of way of the Chicago and North Western Railway Company, subject to established high-
ways, O'Brien County, Iowa,

and a fifty (50) foot right-of-way to construct, reconstruct, rephase, repair, operate,
and maintain on the above described lands and/or in or upon all streets, roads or highways
abutting said lands, an electric transmission and/or distribution line or system and to cut,
trim grub or remove trees and shrubbery within the easement area that may interfere with or
threaten to endanger the operation and maintenance of said line or system. The GRANTEE
shall limit its permanent use of the right-of-way to the space occupied by its poles,
anchors, and guying, and the air space occupied by its conductors, preserving to the
property owner full use otherwise, provided minimum clearance requirements of the National
Electrical Safety Code (NESC) and of the Iowa Commerce Commission are met. The routing of
said right-of-way across the above described real estate shall be as follows:

Along the north side of the Chicago and North Western Railway Company right of way
on said above-described real estate.

It is specifically agreed that ingress and egress shall not be through the farm yard.
Ingress and egress shall be from the north-south county road along the railroad right
of way and along the easternmost boundary line of the property located in Section 8.
Grantees shall have the right to remove fencing so long as gates are used to contain
livestock and all expenses in connection therewith shall be the responsibility of Grantees.
All reasonable damages to the property of the GRANTOR caused by constructing, main-
taining, replacing, repairing or removing said electric line or system shall be borne by
the GRANTEE.

The GRANTOR agrees that all poles, wires, and other facilities installed on the above
described lands at the GRANTEE'S expense shall remain the property of the GRANTEE, remova-
ble at the option of the GRANTEE.

The GRANTEE agrees to pay the GRANTOR a total sum computed in accordance with the
Right-of-Way Payment Schedule (dated 12-73) attached herewith and which is hereby
incorporated herein of which the sum of

Fifty-two and 50/100 _____ (\$ 52.50)
has been paid to the GRANTOR by the GRANTEE, receipt of which is hereby acknowledged.

1850

STATE OF IOWA
COUNTY OF O'BRIEN
RECORDED THIS 19th day of November 1974 at 10:30
A.M. in the Recorder's Office
OF O'Brien County, Iowa 673.
By Salina Cook Recorder
JUL 1 50

EXHIBIT A

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The unpaid balance of the total sum due the GRANTOR, if any, based on the attached Right-of-Way Payment Schedule shall be paid to the GRANTOR by the GRANTEE upon completion of construction. The parties hereto agree that all payments made by virtue of this agreement shall be paid to

Bonnie Ulven of Paullina, Iowa 51046
(Name) (Address)

as agent for the GRANTOR.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by:

and except taxes and assessments not yet due.

It is further understood that whenever necessary words used in this instrument in the singular shall also be construed to read in the plural, and that words used in the masculine gender shall also be construed to read in the feminine and vice versa.

And Bonnie Ulven and Marvin Ulven hereby relinquishes and releases any right or interest he or she may have in and to the easement for right-of-way herein granted, including the right of dower, distributive share, or homestead therein.

IN WITNESS WHEREOF, we have set our hand this 19th day of June, A.D., 1974.

GRANTOR Bonnie Ulven
Marvin Ulven
Bonnie Ulven
Marvin Ulven

STATE OF IOWA SS.
COUNTY OF O'BRIEN

On this 19th day of June, A.D., 1974, before me, Roger D. Bindner, Notary Public in and for the County of O'Brien State of Iowa, personally appeared Bonnie Ulven and Marvin Ulven

to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as their voluntary act and deed.

Roger D. Bindner
ROGER D. BINDNER Notary Public in and for O'Brien
County, State of Iowa

My Commission Expires:

9-30-77

CITY OF PAULLINA, IOWA
GRANTEE

By Harry T. Rolfsen

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RIGHT-OF-WAY PAYMENT SCHEDULE
Municipal Utilities
City of Paullina, Iowa

Dated: December 1973

1. For a single pole, the center of which is located within three (3) feet of a property line, or in woodland, permanent pasture, or swamp land \$35.00
2. For a single pole located in open cultivated land \$175.00
3. For any double-pole structures, apply the above figures
4. For first anchor, with associated down guys, located within three (3) feet of a property line, or in woodland, permanent pasture, or swamp land \$25.00
5. For first anchor, with associated down guys, located in open cultivated land \$100.00
6. For each additional anchor, with associated down guys, located within the same grouping \$25.00
7. For overhang only, where there is no other construction, specifically including tree trimming and rights of ingress and egress \$35.00/quarter mile
8. Minimum Payment \$35.00

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Prepared by and returned to: Tisha M. Halverson, P.O. Box 617, Paullina, IA. Phone: (712)949-2142

ASSIGNMENT OF EASEMENT

This Assignment of Easement, hereinafter referred to as "Agreement," is made this ____ day of _____, 2024, by and between the City of Paullina, Iowa, an Iowa municipality, hereinafter referred to as "Assignor," and Northwest Iowa Power Cooperative, an Iowa Cooperative Association, hereinafter referred to as "Assignee."

WHEREAS, Assignor was granted an easement to use a portion of a parcel of land for an electric transmission and/or distribution line or system, and said easement was filed November 19, 1974, in Misc. Book H on Page 673 in the office of the O'Brien County Recorder, a copy of which is attached hereto as Exhibit A and made a part hereof, hereinafter referred to as "Easement;" and

WHEREAS, Assignee desires to install a new double circuit power line on property that is included in the Easement, and in order to do so, Assignor will grant to Assignee the right to use the Easement for the installation, operation, and maintenance of the electric transmission line;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Assignor and Assignee agree as follows:

1. Assignor hereby assigns and conveys to Assignee a perpetual, non-exclusive right to use a portion of the easement area, more particularly described as follows, to-wit:

The South Fifty (50) feet of that part of the Northwest Quarter (NW 1/4) of Section Eight (8), Township Ninety-four (94) North, Range Forty (40) West of the 5th P.M., lying north of the right of way of the Chicago and North Western Railway Company, subject to established highways,

for the installation, operation, maintenance, repair, and replacement of an electric transmission line.

2. Assignee shall install the electric transmission line at its sole cost and expense.

3. Assignor reserves unto itself the right to use the Easement area for any purpose that does not unreasonably interfere with the use of the Easement by Assignee.

4. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns.

IN WITNESS WHERE OF, the parties have set their hands as of the date set forth below

NIPCO
Northwest Iowa Power Cooperative, an
Iowa Cooperative Association

The City of Paullina, Iowa

By: *[Signature]*
VP Engineer in Charge, President

By: _____
Marlin Sjaarda, Mayor

Dated: 7-2-24

Dated: _____

ATTEST:

Michelle Wilson, City Clerk

STATE OF IOWA)
)ss.
COUNTY OF _____)

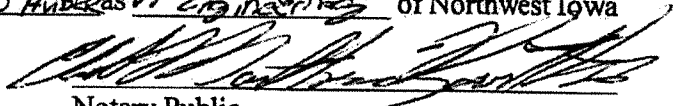
On this _____ day _____, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marlin Sjaarda and Michelle Wilson, to me personally known, who being by me personally sworn did say that they are the Mayor and City Clerk respectively of the City of Paullina, Iowa, executing the within and foregoing instrument, that said instrument was signed and sealed on behalf of the City of Paullina, Iowa, by the authority of the City Council and that said Marlin Sjaarda and Michelle Wilson, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said City of Paullina, Iowa, by it and by them voluntarily executed; further, that said instrument is the same as it appears in the minutes of the meeting of the City Council of the City of Paullina, Iowa held on the _____ day of _____, 2024.


Notary Public in and for said County and State

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STATE OF IOWA)
)ss
COUNTY OF O'BRIEN)

On this 2nd day of July, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared JAYNE O. HUBER VP Engineering of Northwest Iowa Power Cooperative.


Notary Public

 **Chad Matthew Barthman**
Commission No. 799638
My Commission Expires
October 04, 2025

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NOTICE OF PUBLIC HEARING ON PROPOSAL FOR AN ASSIGNMENT OF EASEMENT

The City Council of the City of Paullina, Iowa, has proposed assigning a perpetual, non-exclusive right to use of a portion of an easement area, more particularly described as follows, to-wit:

The South Fifty (50) feet of that part of the Northwest Quarter (NW1/4) of Section Eight (8), Township Ninety-four (94) North, Range Forty (40) West of the 5th P.M., lying north of the right of way of the Chicago and North Western Railway Company, subject to established highways,

to Northwest Iowa Power Cooperative, an Iowa Cooperative Association, for the installation, operation, maintenance, repair, and replacement of an electric transmission line.

PUBLIC NOTICE is hereby given that the City Council of the City of Paullina, Iowa, will hold a public hearing on the ____ day of _____, 2024, at 5:30 p.m. in the Council Chambers, City Hall, 127 South Main Street, Paullina, Iowa, at which the Council proposes to take action on the proposal for an Assignment of Easement to Northwest Iowa Power Cooperative.

This Notice is given by order of the City Council in the City of Paullina in the State of Iowa, as provided by Section 364.7 of the City Code of Iowa.

Dated this ____ day of _____, 2024.

The City of Paullina, Iowa

Marlin Sjaarda, Mayor

ATTEST:

Michelle Wilson, City Clerk

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