

# Alliant Agreement

## STAGING AREA LEASE

THIS LEASE AGREEMENT ("Lease"), made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between The City of North Liberty, Iowa hereinafter called "Lessor", and Interstate Power and Light Company (an Iowa corporation) hereinafter called the "Lessee" with its principal place of business in Cedar Rapids, Iowa.

### WITNESSETH:

In consideration of the following obligations and agreements to be performed by the parties herein, the Lessor hereby leases unto the Lessee the following land situated in the City of North Liberty, in the County of Johnson, State of Iowa (the "Premises"), described as follows:

A parcel approximately 100 feet by 100 feet east of the Auditor's Parcel 2007087, according to the Plat of Survey recorded in the Book 52, at Page 120, Plat Records of Johnson County, Iowa lying within the Northeast Quarter (NE¼) of Section 13, Township 80 North, Range 7 West of the 5<sup>th</sup> P. M., Johnson County, Iowa commonly known as 435 S. Front Street, North Liberty, IA 52317 in accordance with the attached map, Exhibit "A", which is incorporated by this reference.

### 1. PURPOSE

The Premises shall be used by Lessee, Lessee's agents, employees, contractors or invitees for material staging area only.

### 2. TERM

The Lessee is to have and to hold the same for the term of approximately eight (8) months beginning January 1, 2012, and ending on or about August, 31, 2012 and shall continue thereafter on a month to month basis until either party shall give the other party thirty (30) days written notice of its desire to terminate the Lease; and until so terminated, all conditions of this Lease shall remain in full force and effect. Notwithstanding the foregoing, the Lessee may terminate this Lease for convenience at any time during the term hereof, by providing seven (7) calendar days written notice to the Lessor. No conduct of Lessee shall be deemed a waiver of the right to terminate this Lease.

### 3. NOTICE

Any written notice given by the Lessor to the Lessee shall be deemed to be properly served if the same be delivered to the Lessee, or one of Lessee's agents, or if the Lessee or Lessee's agents cannot be located, when mailed, postpaid, addressed to the Lessee at Lessee's last known place of business. Any written notice given by the Lessee to the Lessor shall be deemed properly served if the same be delivered to the Lessor, or to one of the Lessor's officers, or if mailed, postpaid, addressed to the Lessor at Lessor's last known business address.

#### 4. RENT

The Lessee agrees to pay to Lessor as rental for said Premises the sum of four hundred and no/100 (\$400.00) monthly or a pro-rated amount for any time less than 30 days. Said rent payments shall be delivered on or before the first of each and every month.

#### 5. REFUND

Any deposits or rent payments made in advance for a period extending beyond the termination of this Lease shall be refunded to the Lessee, unless such termination shall be on account of violation or non-fulfillment of any of the terms of this Lease by the Lessee, or on account of abandonment of said Premises by the Lessee, in which case the amount(s) paid in advance shall be retained by the Company to the extent of its actual damages.

#### 6. TAXES

The Lessor shall pay all taxes, licenses and other charges which may be assessed or levied on the Premises.

#### 7. SUCCESSORS AND ASSIGNS

This Lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. However, the Lease shall not be assigned or in any manner transferred nor said Premises or any part thereof sublet, used or occupied by any party other than the Lessee and those contemplated in Section 1 of this Lease.

#### 8. IMPROVEMENTS

The Lessor hereby gives to the Lessee the privilege of erecting, maintaining and using on said Premises, suitable structures for the purposes set forth in Section 1 hereof, provided that such structures first shall be approved by the Lessor, and be in compliance with all laws and other local, county, state and federal laws and regulations, and thereafter maintained by the Lessee to the satisfaction of the Lessor and in compliance with all laws. Lessee agrees that failure to comply with laws relating to improvements may, at the Lessor's option, result in termination of the Lease. Lessee will be responsible for obtaining and abiding by all permits necessary for its business.

#### 9. REMOVAL OF IMPROVEMENTS AND TERMINATION

Upon the termination of this Lease in any manner, the Lessee shall remove all improvements placed on the Premises and restore the Premises to its former state. This includes, but is not limited to, removing all stone/rock brought to the location; scarifying the site; replacing all topsoil and replanting vegetation.

#### 10. CONDITION OF PREMISES

The Lessee shall, at all times, keep the Premises in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, or permit waste thereon.

#### 11. RIGHT OF INSPECTION AND ENTRY

The Premises shall be open at all reasonable times for inspection and entry by the Lessor, its agents, employees and authorized applicants for purchase or lease thereof, or for any other lawful purpose. Specifically, Lessor may, upon notice to Lessee, perform any environmental assessment, studies or testing it decides necessary to investigate, assess and remediate any environmental conditions on the Premises.

#### 12. ADVERTISING

No advertising shall be placed upon the Premises without the written approval of the Lessor.

#### 13. LAWS AND REGULATIONS

The Lessee shall, without cost to the Lessor, comply with all applicable laws, rules, regulations and ordinances of competent authorities affecting said Premises including, but not limited to those relating to the environment. The parties agree that this Lease shall be governed by the laws of the State of Iowa, with venue lying in Linn County District Court.

#### 14. MISCELLANEOUS CHARGES

Lessee shall pay all utility charges including, but not limited to water, lighting, heating, telephone and other miscellaneous charges that may be levied or assessed by reason of the occupation or use of the Premises by Lessee.

#### 15. LIABILITY

The Lessee agrees to defend, indemnify and save the Lessor harmless from injuries and damages arising out of this Lease, to the extent such injuries and damages are the direct result of the negligent acts of Lessee in the performance of their activities under this Lease.

#### 16. RESTRICTIONS ON LESSEE: HAZARDOUS SUBSTANCES

Lessee shall not use, generate, handle, store or dispose of any Hazardous Substance in, on, under, upon or affecting the Premises in violation of any environmental law. The Lessee will not be held responsible for any existing environmental conditions including soil or groundwater contamination.

As used herein, "Hazardous Substance" means any substance that is listed as "hazardous" or "toxic" or listed in the regulations implementing CERCLA. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste," "hazardous material," "extremely hazardous substance," or a "hazardous substance," pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorinated biphenyls ("PCBs"), petroleum and petroleum products.

#### 17. INSURANCE REQUIREMENTS

Lessee shall maintain Commercial General Liability Insurance with limits not less than \$1,000,000.00 per occurrence. Lessee shall have the right to self-insure this coverage. Certificates of insurance or self-insurance shall be provided to Lessor upon request.

#### 18. FORFEITURE

Any breach by the Lessee of any covenant to be kept or condition to be performed herein set forth, shall be sufficient cause for the immediate termination by the Lessor of this Lease.

#### 19. INSOLVENCY OR BANKRUPTCY

If the Lessee at any time during the continuance of this Lease should become insolvent or bankrupt, or if Lessee's affairs should be placed in the hands of a Receiver, then this Lease, at the option of the Lessor, shall terminate and the Lessor shall have the right to resume and retake possession of said Premises without any accountability whatsoever to the Lessee or to Lessee's estate.

#### 20. RIGHTS CUMULATIVE

The various rights, powers, options, elections and remedies of either party, provided in this Lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

#### 21. PRIOR LEASES

The parties hereto, by the execution of this Lease, hereby terminate any prior leases of the Premises herein demised.

#### 22. SEVERABILITY

Any provision of this Lease which conflicts with any law, rule, regulation or ordinance of competent authorities affecting said Premises, shall be suspended and shall be inoperative so long as such law or ordinance remains in effect. In the event there is no prohibition against any provision of this Lease, any such provisions shall remain in full force and effect during the term of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed in duplicate this Lease on the day and year first above written.

**THE CITY OF NORTH LIBERTY, IOWA:**  
Lessor

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

**INTERSTATE POWER AND LIGHT COMPANY:**  
Lessee

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_ P. O. Box 351

City: \_\_\_\_\_ Cedar Rapids

State: IA Zip: 52406-0351

Contact Phone: 319-786-7681

Exhibit "A"

435 S. Front, North Liberty, Iowa





Resolution No. 12-11

**RESOLUTION APPROVING THE STAGING AREA LEASE BETWEEN THE CITY OF NORTH LIBERTY AND INTERSTATE POWER AND LIGHT COMPANY THAT ESTABLISHES THE TERMS AND CONDITIONS UNDER WHICH PROPERTY WILL BE LEASED IN THE CITY OF NORTH LIBERTY, IOWA.**

WHEREAS, Interstate and Power Light Company desires to utilize property owned by the City of North Liberty for a staging area for a construction project,

WHEREAS, the terms and conditions for the lease of property from the City of North Liberty by have been set forth in a Staging Area Lease between the City of North Liberty and Interstate Power and Light Company, and

NOW, THEREFORE, BE IT RESOLVED by the City of North Liberty, Iowa, that the Staging Area Lease between the City of North Liberty and Interstate Power and Light Company is approved. The Mayor and City Clerk are hereby authorized and ordered to execute the agreement. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF NORTH LIBERTY**

By: \_\_\_\_\_  
Thomas A. Salm, Mayor

ATTEST:

\_\_\_\_\_  
Tracey Mulcahey, City Clerk