

FOR IMMEDIATE RELEASE:

Understand that Easement Contract Before You Sign It

Ames, Iowa, April 23, 2014 –Representatives from Clean Line Energy Partners have recently been contacting local landowners seeking to acquire easements upon which they can construct an overhead high voltage direct current transmission line to deliver 3,500 megawatts from northwest Iowa and the surrounding region to communities in Illinois and other states to the east (the Rock Island Clean Line (RICL)). Landowners facing such offers should make sure that they understand the terms of the proposed agreement, understand the rights they would be giving up, and seek to negotiate the best terms possible. It is advisable that landowners obtain legal counsel before signing such an agreement.

For example, landowners should be aware that in a standard contract offered by RICL:

- Although the plan may be for monopole construction, RICL is authorized to construct whatever is deemed “necessary and desirable” by the company within the boundaries of the easement.
- The easement granted is twice as large as the standard eminent domain easement, although there would be a procedure under eminent domain law for the company to petition for a larger easement.
- The damages clause gives RICL the option of repairing or paying damages to the landowner for damages to the landowner’s “improvements, livestock, or crops.” There does not appear to be a provision for compensation for damages stemming from soil compaction, interference with GPS, injury to pasture ground, etc.
- Under the contract, the landowner may not access the property for any purpose during the period of construction or when any major work on the facilities is being done. There are no limits to this restriction. Conceivably, the landowner could be shut-out during key planting or harvesting times or for many months at a time.
- RICL does not agree to indemnify or hold harmless the landowner for injuries incurred by RICL employees or contractors if those injuries stem from the landowner’s breach or negligence. In other words, landowners would be subject to premises liability for those entering the property to construct or maintain the transmission line.
- RICL is granted very broad ingress and egress (access to the line) rights, thus subjecting other property of the landowner to potentially heavy use (during periods of construction or maintenance).
- The abandonment clause is general, not requiring RICL to completely remove the poles or other installed fixtures from the ground.

Roger McEowen and Kristine Tidgren of the Center for Agricultural Law and Taxation have created a presentation to give landowners a general understanding of these and other issues regarding proposed easement agreements. This presentation is intended to educate landowners and to suggest questions they should ask in evaluating these proposed agreements. It is not intended to serve as legal advice or to serve as a substitute for obtaining legal counsel (which is recommended).

To access the presentation, visit <http://www.calt.iastate.edu/article/understand-easement-agreement-you-sign-it>.

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