

Contact: Jean Friedrich

INSTITUTIONAL AGREEMENTS, LEASES, AND EASEMENTS

Action Requested: Consider approval of the lease amendment for the benefit of the University of Northern Iowa and the easement for the benefit of Iowa School for the Deaf, subject to approval of the final documents by the Board Office and Attorney General's Office.

(ROLL CALL VOTE)

Executive Summary: Iowa Code §262.11 requires that certain agreements, leases, and easements be approved by the Board of Regents by roll call vote. The easement for Iowa School for the Deaf has been reviewed by the Attorney General's Office. An indemnification clause is included in the easement.

University of Northern Iowa with the Board as Landlord for the following lease amendment:

TowerCo 2013 LLC

The University requests approval to amend the existing lease agreement with TowerCo 2013 LLC, to include four additional option periods of five years each. The site lease provides space to TowerCo for the construction and operation of radio communications facilities and related equipment. The lease was entered into on October 1, 1998 for a term of five years (with three additional five-year renewal options) at a rental rate of \$1,200 per month. The rental rate is increased by the CPI index with each renewal term option. The current rate is \$1,532.85 per month (\$18,395.20 annually). The lease is set to enter its third and final renewal option on October 1, 2013.

The parties desire to amend the lease to provide for four additional five year renewal options. The fourth, and final, option period of the lease amendment would commence on October 1, 2033 and expire on September 30, 2038, unless otherwise earlier terminated according to the terms of the lease. The remaining provisions of the lease would remain in full force and effect.

Iowa School for the Deaf with the Board as Owner for the following easement:

Richard Czerwinski and Angel Czerwinski

Iowa School for the Deaf requests approval to grant an easement to Richard and Angel Czerwinski for the construction, operation, and maintenance of an underground septic line on a fifteen foot wide strip of land on ISD's property for an annual amount of \$1. The easement created by this Agreement would be for a period of ten years from the commencement date with automatic renewals upon the expiration of ten years unless 30 days prior written notice is given by either party.

See Attachment A for location. ISD's property is at the bottom-left outlined in yellow. The property requesting the easement is immediately to the right. The septic laterals would be located to the far right of the ISD property.

Additional information is available from the Board Office.

