



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, AUGUST 15, 2022  
7:00 PM AT COMMUNITY CENTER, 528 MAIN STREET**

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**Call to Order by the Mayor**

**Roll Call**

**Pledge of Allegiance**

**Approval of Minutes**

1. Regular meeting of August 1, 2022.

**Agenda Revisions**

**Public Forum.** (Speakers will have one opportunity to speak for up to 5 minutes on topics relevant to City business.)

**Staff Updates**

**Old Business**

2. Pass Ordinance #3014, amending Section 26-118 of the Code of Ordinances by removing certain property located at 2209 North Union Road from the R-1, Residence District and placing the same in the A-1, Agricultural District, upon its third & final consideration.
3. Pass Ordinance #3015, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to electric vehicle (EV) charging parking spaces, upon its second consideration.

**Consent Calendar:** (The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)

4. Receive and file the report of the Mayor relative to the appointment of standing committees for the remainder of calendar year 2022.
5. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
  - a) Kyle Wiebers, Human Rights Commission, term ending 07/01/2024.
  - b) Jennifer Onuigbo, Human Rights Commission, term ending 07/01/2025.
  - c) Michele Jensen, Visitors & Tourism Board, term ending 07/01/2024.
6. Approve the following applications for beer permits and liquor licenses:
  - a) Main Street Sweets, 307 Main Street, Class B native wine – renewal.
  - b) Amigo, 5809 University Avenue, Class C liquor & outdoor service - renewal.
  - c) The Brass Tap, 421 Main Street, Class C liquor & outdoor service - renewal.
  - d) Whiskey Road Tavern & Grill, 402 Main Street, Class C liquor & outdoor service - renewal.
  - e) B & B West, 3105 Hudson Road, Class E liquor - renewal.

**Resolution Calendar:** (The following items will be acted upon by roll call vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)

- [7.](#) Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of \$3,860,000 General Obligation Loan Notes, Series 2022, and levying a tax to pay said notes; and approving the Tax Exemption Certificate and Continuing Disclosure Certificate.
- [8.](#) Resolution approving and adopting a job classification for the position of Horticulturist in the Public Works Department.
- [9.](#) Resolution approving and authorizing execution of a Mutual Confidential Disclosure Agreement with N. Harris Computer Corporation (CityView) relative to replacement of Financial and Community Development Software Systems.
- [10.](#) Resolution approving and authorizing execution of a Confidentiality & Non-Disclosure Agreement with Tyler Technologies, Inc., relative to replacement of Financial and Community Development Software Systems.
- [11.](#) Resolution approving and accepting a Quit Claim Deed, in conjunction with the 1990 transfer of jurisdiction of portions of University Avenue, Main Street, West 6th Street and Franklin Street (f/n/a U.S. Highway 218).
- [12.](#) Resolution approving and accepting the contract and bond of Kirk Gross Company for furniture relative to the City Hall Remodel Project.
- [13.](#) Resolution approving and authorizing execution of a Service/Product Agreement with Lehman Trucking & Excavating Inc., relative to demolition of buildings located at 4919 Hudson Road, in conjunction with the Ashworth Drive Extension Project.
- [14.](#) Resolution approving and authorizing execution of fifty-seven Owner Purchase Agreements and two Tenant Purchase Agreements; and approving and accepting fifty-seven Temporary Construction Easements and two Tenant Temporary Construction Easements, in conjunction with the Main Street Reconstruction (6th Street to University) Project.
- [15.](#) Resolution approving and accepting a Warranty Deed and two Partial Releases of Real Estate Mortgage, in conjunction with the Greenhill Road & South Main Street Intersection Improvement Project.
- [16.](#) Resolution approving and accepting completion of public improvements in Terraces at West Glen First Addition.
- [17.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 4B to the Professional Service Agreement with Snyder & Associates, Inc. relative to the West Viking Road Industrial Park Expansion Project - Phase 1.
- [18.](#) Resolution approving and accepting the contract and bond of Peterson Contractors, Inc. for the Olive Street Box Culvert Replacement Project.
- [19.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Western Home Services, Inc. and Western Home Independent Living Services, Inc. relative to a post-construction stormwater management plan for Western Home Communities Tenth Addition.
- [20.](#) Resolution approving the preliminary plat of Western Home Communities Tenth Addition.
- [21.](#) Resolution approving the final plat of Western Home Communities Tenth Addition.
- [22.](#) Resolution approving and authorizing execution of a Letter of Agreement for asbestos testing and clearance monitoring services with Asbestos Inspections, Testing & Training, Inc., in conjunction with the Northern Cedar Falls Flood Buyout Program.
- [23.](#) Resolution approving and authorizing execution of a Contract for Completion of Improvements with Midwest Development Co. relative to the final plat of Wild Horse Ridge Fifth Addition.

[24.](#) Resolution approving the final plat of Wild Horse Ridge Fifth Addition.

**Allow Bills and Claims**

[25.](#) Allow Bills and Claims for August 15, 2022.

**Council Referrals**

**Council Updates and Announcements**

**Adjournment**

**COMMUNITY CENTER  
CEDAR FALLS, IOWA, AUGUST 1, 2022  
REGULAR MEETING, CITY COUNCIL  
MAYOR ROBERT M. GREEN PRESIDING**

- The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. Members present: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Absent: None.
- 53920 - It was moved by Harding and seconded by deBuhr that the minutes of the Regular Meeting of July 18, 2022 be approved as presented and ordered of record. Motion carried unanimously.
- 53921 - Mayor Green read a proclamation recognizing August 2022 as Gastroparesis Awareness Month.
- 53922 - Rosemary Beach, 5018 Sage Road, commented on the need for convenient public restrooms in the Downtown area and made some recommendations on what the restrooms should include.
- 53923 - Mayor Green announced that in accordance with the public notice of July 22, 2022, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2022 Sidewalk Assessment Project - Zone 5. It was then moved by Ganfield and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53924 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. City Engineer Wicke provided a brief summary of the proposed project. There being no one else present wishing to speak about the proposed project, the Mayor declared the hearing closed and passed to the next order of business.
- 53925 - It was moved by Harding and seconded by Dunn that Resolution #22,872, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2022 Sidewalk Assessment Project - Zone 5, be adopted. Following questions by Councilmembers Ganfield and deBuhr, and responses by City Engineer Wicke, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Sires, Dunn, Schultz, deBuhr, Kruse, Harding, Ganfield. Nay: None. Motion Carried. The Mayor then declared Resolution #22,872 duly passed and adopted.
- 53926 - It was moved by Harding and seconded by Schultz that Ordinance #3014, amending Section 26-118 of the Code of Ordinances by removing certain property located at 2209 North Union Road from the R-1, Residence District and placing the same in the A-1, Agricultural District, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the

question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Sires, Dunn, Schultz, deBuhr, Kruse, Harding, Ganfield. Nay: None. Motion carried.

53927 - It was moved by Ganfield and seconded by Harding that the following items on the Consent Calendar be received, filed and approved:

Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions:

a) Charles Blair-Broeker, Library Board of Trustees, term ending 06/30/2028.

Receive and file a communication from the Civil Service Commission relative to the certified list for the position of Public Safety Officer.

Receive and file Departmental Monthly Reports of June 2022.

Approve the following applications for beer permits and liquor licenses:

a) Vintage Iron, 104 Main Street, Class B wine – renewal.

b) King Star, 2228 Lincoln Street, Class C beer & Class B native wine - renewal.

c) Kwik Star, 4515 Coneflower Parkway, Class C beer & Class B wine - renewal.

d) The Black Hawk Hotel/Bar Winslow/Carter House Market & Cafe, 115-119 Main Street, Class B liquor, Class B wine & outdoor service - renewal.

e) Cypress Lounge, 209 A State Street, Class C liquor & outdoor service - renewal.

f) David's Taphouse and Dumplings, 200 West 1st Street, Class C liquor – renewal.

g) The Pump Haus Pub & Grill, 311 Main Street, Class C liquor & outdoor service - renewal.

h) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C liquor & outdoor service – temporary expansion of outdoor service area. (August 12-13, August 19-20, August 26-27, September 9-10, & September 23-24, 2022)

i) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (August 1- October 1, 2022)

j) Fast Track Racing, 200 block West 2nd Street, Class B beer & outdoor service - 5-day permit.

k) The Library, 2222 College Street, Class C liquor & outdoor service - new - change in ownership.

Motion carried unanimously.

53928 - It was moved by Harding and seconded by Dunn to receive and file the City Council Standing Committee minutes of July 18, 2022 relative to the following items:

a) City Council Meeting Procedures.

b) Cedar Falls Rotary Memorial Plaza – West 1st Street.

c) Private Shared Parking Requirements.

d) West 12th Street Speed Limit – Barnett Drive to Union Road.

Following comments and questions by Councilmembers deBuhr, Kruse and Ganfield, and Mayor Green, and responses by City Attorney Rogers, it was

moved by Councilmember Ganfield and seconded by Harding to amend the minutes from the Community Relations & Planning Committee to include Planning & Zoning Commission consideration of whether to include existing parking into shared parking and whether the shared parking requirement should be contiguous or within a certain distance. Following comments by Attorney Rogers, Ganfield withdrew the motion. Following additional comments by Councilmembers Kruse, Dunn, Ganfield and Harding, and responses by Attorney Rogers, the motion carried 6-1, with deBuhr voting Nay.

53929 - It was moved by Kruse and seconded by Ganfield that the following resolutions be introduced and adopted:

Resolution #22,873, approving and adopting amendments to the City's Accounting Policies and Procedures and Purchasing Manual.

Resolution #22,874, approving and authorizing execution of a Second Amendment to Agreement for Professional Services with Operation Threshold for Community Development Block Grant (CDGB-CV3 funding relative to the CARES Act.

Resolution #22,875, approving and authorizing execution of a Service/Product Agreement with Iowa Northland Regional Council of Governments (INRCOG) for grant administration and technical services for activities relative to FY2023 (FFY2022) Community Development Block Grant (CDBG) funding project delivery.

Resolution #22,876, approving and authorizing execution of a Service/Product Agreement with Iowa Northland Regional Council of Governments (INRCOG) for grant administration and technical services for activities relative to FY2023 (FFY2022) HOME Investment Partnership Program funding project delivery.

Resolution #22,877, approving and accepting the contract and bond of Benton's Sand & Gravel, Inc. for the 2022 University Avenue Bio Cells Project.

Resolution #22,878, approving and accepting the contract and bond of Blacktop Service Company for the 2022 Seal Coat Project.

Resolution #22,879, receiving and filing the bids, and approving and accepting the bid of Peterson Contractors, in the amount of \$2,699,537.74, being the only bid received for the Olive Street Box Culvert Replacement Project.

Resolution #22,880, approving and authorizing execution of thirty Owner Purchase Agreements, and approving and accepting thirty Temporary Construction Easements, in conjunction with the Main Street Reconstruction (6th Street to University) Project.

Resolution #22,881, approving and authorizing execution of a Joint Funding Agreement for Water Resource Investigations with the U.S. Geological Survey relative to the Cedar River Streamgauge Station.

Resolution #22,882, approving and authorizing execution of a Professional

Service Agreement with Ritland+Kuiper Landscape Architects for design services relative to the Seerley Park Improvements Project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Sires, Dunn, Schultz, deBuhr, Kruse, Harding, Ganfield. Nay: None. Motion carried. The Mayor then declared Resolutions #22,873 through #22,882 duly passed and adopted.

- 53930 - It was moved by Harding and seconded by Ganfield that Resolution #22,883, approving and adopting revised City Council Meeting Procedures, be adopted. Following questions and comments by Councilmembers deBuhr, Ganfield and Harding, and responses by Mayor Green, it was moved by Ganfield and seconded by Kruse to amend the motion to strike “2/3” majority from section 1.7. Following questions and comments by Councilmembers deBuhr, Harding and Kruse, and responses by Mayor Green, the motion carried 5-2, with Dunn and Harding voting Nay. It was then moved by Kruse and seconded by Harding to amend the motion to replace the word “exigent” to “pressing” throughout the document. Motion carried 5-2, with Dunn and Ganfield voting Nay. It was then moved by Ganfield and seconded by Kruse to strike section 4.6 from the document. Motion carried unanimously. Following questions and comments by Councilmembers Harding, Kruse and deBuhr, and responses by City Attorney Rogers and Mayor Green, it was then moved by Kruse and seconded by Harding to strike section 4.16 from the document. Motion carried unanimously. The Mayor then put the question on the original motion, as amended, and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Schultz, Kruse, Harding, Ganfield. Nay: Sires, deBuhr. Motion Carried. The Mayor then declared Resolution #22,883 duly passed and adopted.
- 53931- It was moved by Ganfield and seconded by deBuhr that Resolution #22,884, approving a Hwy-1, Highway Commercial Zoning District site plan for construction of a financial institution to be located at 1000 Brandilynn Boulevard, be adopted. Following questions and comments by Councilmembers Ganfield, Harding and Schultz, and responses by Planning & Community Services Manager Howard, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Sires, Dunn, Schultz, deBuhr, Kruse, Harding. Nay: None. Abstain: Ganfield. Motion Carried. The Mayor then declared Resolution #22,884 duly passed and adopted.
- 53932 - It was moved by Ganfield and seconded by Harding that Resolution #22,885, approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with Foth Infrastructure & Environment, LLC for additional services relative to the Center Street Corridor Streetscape Project, be adopted. Following questions by Councilmember Harding and responses by City Engineer Wicke, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Sires, Dunn, Schultz, deBuhr, Kruse, Harding, Ganfield. Nay: None. Motion Carried. The Mayor then declared Resolution #22,885 duly passed and adopted.
- 53933 - It was moved by Kruse and seconded by Harding that Ordinance #3015,

amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to electric vehicle (EV) charging parking spaces, be passed upon its first consideration. Following questions by Councilmembers deBuhr, Kruse and Harding, and responses by Finance & Business Operations Director Rodenbeck, Public Works Director Schrage, City Clerk Danielsen and City Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Schultz, deBuhr, Kruse, Harding, Ganfield. Nay: Sires. Motion carried.

- 53934 - It was moved by Kruse and seconded by Harding that the bills and claims of August 1, 2022 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Sires, Dunn, Schultz, deBuhr, Kruse, Harding, Ganfield. Nay: None. Motion carried.
- 53935 - It was moved by Ganfield and seconded by Kruse to refer to the Community Relations & Planning Committee clarification of the shared parking requirements referral to Planning & Zoning Commission. Motion carried 6-1, with Dunn voting Nay.
- 53936 - Councilmember Ganfield responded to an inquiry by Rosemary Beach that a restroom previously mentioned in a downtown business is private.

At the request of Councilmember Ganfield, Public Works Director Schrage provided an update on the Cedar Heights Drive Reconstruction Project.

- 53937 - Community Development Director Sheetz announced the Historic Preservation Commission Tour on August 18<sup>th</sup> at starting at 6:30 PM at the First Methodist Church.

Mayor Green announced the Celebration of Life planned for the Schmidt Family on August 2<sup>nd</sup> at 5:30 PM at Overman Park.

- 53938 - It was moved by Kruse and seconded by Ganfield that the meeting be adjourned at 8:03 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**City of Cedar Falls**  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
www.cedarfalls.com

**MEMORANDUM**

*Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Thom Weintraut, AICP, Planner III  
**DATE:** July 11, 2022  
**SUBJECT:** Rezoning Request 2209 N Union Road (RZ22-002)

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**REQUEST:** Rezone property from R-1: Residence District to A-1: Agriculture District.  
**PETITIONER:** Kel-Mar, LC (Shawn and Paula Kelly)  
**LOCATION:** 2209 N. Union Road

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**PROPOSAL**

The proposal is to rezone approximately 0.98 acre portion of the property located at 2209 N Union Road, formerly the Martyrs Retreat, and 8.86 acres of a 17.86 acre parcel located adjacent to the south of 2209 N Union Road from the R-1: Residence District, to A-1: Agriculture District.

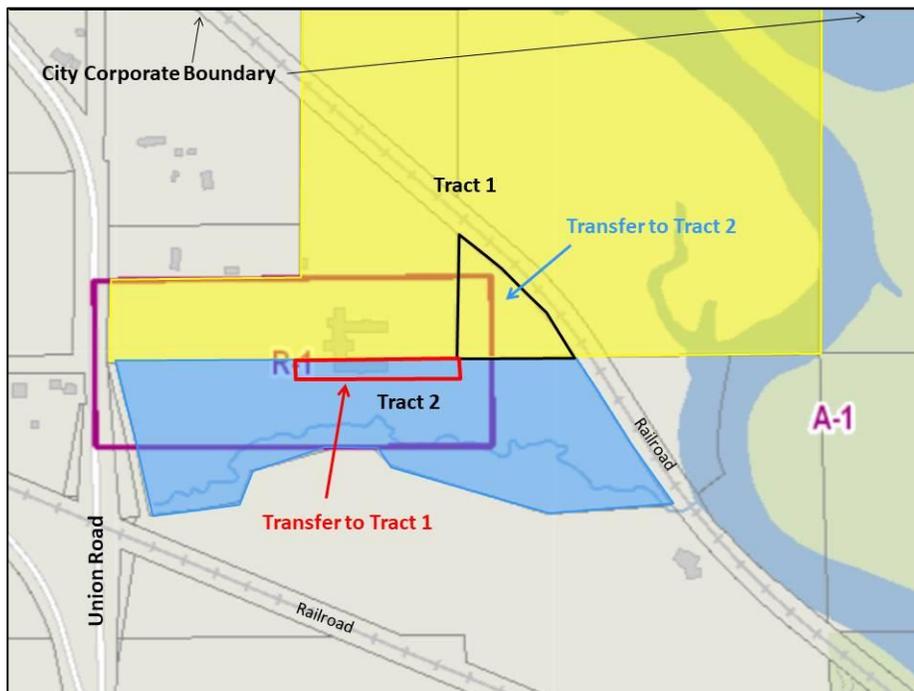
**BACKGROUND**

This property was established as the American Martyrs Retreat House by the Archdiocese of Dubuque in 1960. The property was annexed into Cedar Falls in 1971 at which time a 1,450' x 600' area was zoned to R-1 to accommodate the existing private institutional use, which was not permitted in an agriculture district. In 2019, the facility closed and Mr. Kelly purchased both tracts.

In February 2021, Mr. Kelly approached the City with a request rezone Tract 2 (shown in blue on the next page and attached zoning illustration) and the portion of Martyrs Retreat property, Tract 1 (outlined in black), to R-1 to create a buildable lot for the construction of a new residential structure. However, this was not possible, because in order to rezone the property to R-1, city services would have to be extended to the lot per City Code requirement. The nearest available utilities are greater than 2,000 feet to the south and the existing railroad right-of-way would make extending the utilities cost-prohibitive.

In March 2021, staff set up a meeting to discuss possible options that would allow the owner to achieve their goal of building one house on the property. At that meeting, staff suggested

exploring the possibility for reconfiguring the existing parcel lines with plats of survey. Research by Mr. Kelly's surveyor identified two existing lots of record, which could be reconfigured to allow a house to be built in the desired location overlooking the Cedar River. This reconfiguration of the lots of record involve two plats of survey: a transfer of the portion of Tract 1 outlined in black to Tract 2; and the transfer of the portion of Tract 2 outlined in red, which contains the existing Martyrs Retreat building, to Tract 1. The condition for a plat of survey is that no new building lots can be created nor can the transfer area constitute more than 25 percent of a parcel after the transfer takes place. Staff also recommended rezoning the portion of the property not associated with the Martyrs Retreat building from R-1 Residential to A-1, Agricultural District, both to acknowledge the lack of city services and so that zoning boundaries coincide with the new parcel lines created with the plats of survey. In other words, the proposed rezoning will clean up the split zoning on these tracts.



In February 2022, VJ Engineering, Mr. Kelly's surveyor, requested further discussion about the next steps for the rezoning. Staff recommended completing a plat of Survey for Parcel 'E' to define the area involved in the request to rezone from R-1 to A-1. As part of the approval of the plats of survey for the property, staff recommended Tract 2 share access from N. Union Road with the Martyrs Retreat property and a note be added to the plats of survey stating no building permits can be issued for the transfer areas unless merged with the receiving parcels. Cedar Falls Utilities requested utility easements be dedicated for electric and communication services and that all existing utility easements be maintained. Staff also recommended a meeting with Mr. Kelly to discuss the future use of the Martyrs Retreat property.

On April 18, 2022, the applicant's surveyor submitted a plat of survey for Tract 2 and a survey showing the location of easements for both utilities and access.

On May 9<sup>th</sup> 2022, staff met with Mr. Kelly and his daughter to finalize the documentation needed for the rezoning and to discuss future options for the Martyrs Retreat property. The owners do not have any immediate plans for re-use of the Martyrs Retreat building, but the recent zoning code amendment that allows consideration of requests for alternative uses of

defunct institutional buildings will provide more flexibility for an appropriate adaptive re-use of the building with Board of Adjustment approval of a conditional use permit. In the meantime, the owner has acknowledged that any re-use of the building must be approved by the City according to City Code requirements and that the property will not be used for residential purposes.

## **ANALYSIS**

### **CURRENT ZONING**

#### **R-1 Residence District and A-1 Agriculture District**

The R-1 Residence District allows one and two unit dwellings and a limited number of other uses, including private institutional or community recreation centers; however, all subdivision of property in the R-1 Residence District requires the installation of public sewer and water.

The purpose of the A-1 Agriculture District is to act as a “holding zone” in areas of the city that are undeveloped and not served by essential municipal services.

### **PROPOSED ZONING**

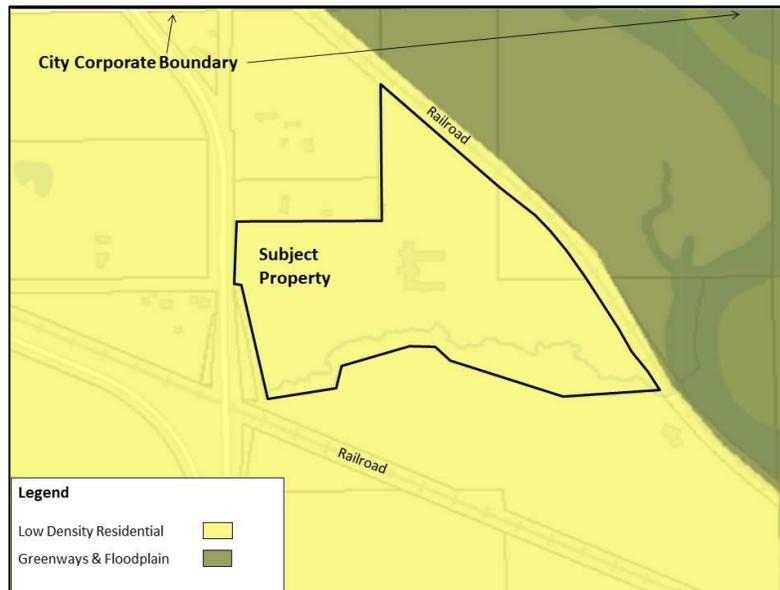
The request is to downzone approximately 0.98 acre of land at 2209 N Union Road and 8.86 acres on the adjacent tract to the south from the R-1 Residence zoning district to A-1 Agriculture. The requested change will place those portions of the reconfigured parcel that do not have adequate services available back into the “holding zone” and clean up the split zoning on the parcel. The remaining R-1 zoned area where the Martyrs Retreat building is located will remain zoned R-1 to allow the potential for an adaptive reuse of the building under the R-1 standards.

The A-1 district allows no more than one single-unit or one two-unit residential dwelling in the following circumstances:

1. as an incidental use to a permitted agriculture use, such as growing crops, grain, and limited animal production (20 acres minimum lot area) or
2. if located on a lot of record as of August 1, 1979 with a minimum lot area of three acres. The existing Tract 2 (see image above) is considered a lot of record, so it would be allowed one single-unit dwelling, as proposed by the applicant.

### **COMPLIANCE WITH THE COMPREHENSIVE PLAN**

The Future Land Use Map identifies this entire property and the properties south of the rail line as Low Density Residential. The characteristics of this designation include an emphasis on single-family residential forms and civic uses. The intent is that at build-out development is provided a full range of municipal services (see map next page). Staff finds that the proposed rezoning is consistent with the Comprehensive Plan as the long term goal is for low density residential development. At this time, however, the A-1 Zoning is appropriate to acknowledge the lack of city services.



### ACCESS TO PUBLIC SERVICES

The property is located in an area of the city where public services are not currently available and it is difficult to extend water and sewer because of the railroad right-of-way. This lack of services indicates that the A-1 Agricultural District is an appropriate zoning district, because it is considered a holding zone until adequate city services are extended to allow for residential development at an urban density.

### ACCESS TO ADEQUATE STREET NETWORK

The property currently has access from N. Union Road. There will be no new streets proposed to serve this area until city services are available. Therefore, the request to downzone the property from R-1 to A-1 is warranted and will keep traffic volumes low. A single private drive that shares the street access point with the Martyrs Retreat property will serve the proposed single unit dwelling. With the new zoning, no additional development can occur beyond the construction of the one residential dwelling proposed.

### PUBLIC NOTICE

City staff mailed letters to the surrounding property owners notifying them of the rezoning request. A notice of Public hearing was published in the Courier on June 15, 2022

### TECHNICAL COMMENTS

The City technical staff, including Cedar Falls Utilities, has no concerns with the proposed rezoning request. The two plats of survey that reconfigure the parcel lines to coincide with the proposed zoning boundaries can be approved administratively by the Zoning Administrator, per the City Subdivision Code regulations.

### STAFF RECOMMENDATION

The Community Development recommends approval of RZ22-002, A request to rezone approximately 0.98 acre portion of the property located at 2209 N Union Road, formerly the Martyrs Retreat, and 8.86 acres of a 17.86 acre parcel located adjacent to the south of 2209 N Union Road from the R-1: Residence District, to A-1: Agriculture District.

## PLANNING & ZONING COMMISSION

Introduction  
6/8/2022

Chair Leeper introduced the item and Mr. Weintraut provided background information. He explained that this is a request to rezone approximately 9.94 acres of the Martyrs Retreat and a parcel to the south property from R-1, Residential to A-1, Agricultural, which would allow for one residence to be built on the tract of land. No further residential development would be allowed. The new zoning boundaries will then match the lot boundaries. Staff recommends that comments be gathered from the Planning and Zoning Commission and the public and a public hearing be set for the next Commission meeting on June 22.

Mr. Holst made a motion to move the item forward to public hearing. Ms. Saul seconded the motion. The motion was approved unanimously with 9 ayes (Crisman, Grybovych, Hartley, Holst, Larson, Leeper, Lynch, Moser and Saul), and 0 nays.

Discussion  
& Vote  
6/22/2022

The first item of business was a public hearing regarding a rezoning request for 2209 North Union Road. Acting Chair Hartley introduced the item and Mr. Weintraut provided background information. He stated that the request is to rezone approximately 9.94 acres of land located at 2209 North Union Road and displayed a rendering of the location and rezoning plat. The petitioner would like to rezone the area from R-1, Residential to A-1, Agriculture to allow for the addition of one residential structure.

Ms. Saul made a motion to approve the item. Ms. Crisman seconded the motion. The motion was approved unanimously with 6 ayes (Crisman, Hartley, Holst, Larson, Lynch and Saul), and 0 nays.

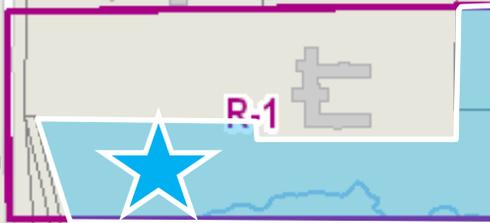
Attachments:

- Location Map
- Rezoning Plat
- Zoning Illustration
- Letter of Request
- Published Public Notice

# Cedar Falls Planning & Zoning Commission June 8, 2022

Item 2.

Corporate Limits



A-1

R-2



Location  
Map



**2209 N Union Road  
R-1 to A-1**

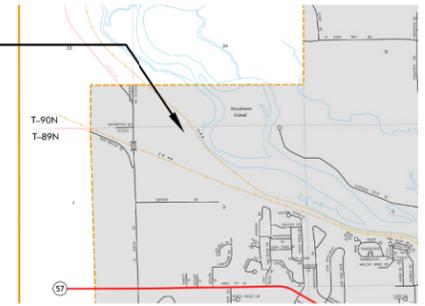
# Rezoning Plat

R-1, Residential to A-1, Agricultural  
 Kel-Mar, LC, 2209 N. Union Road

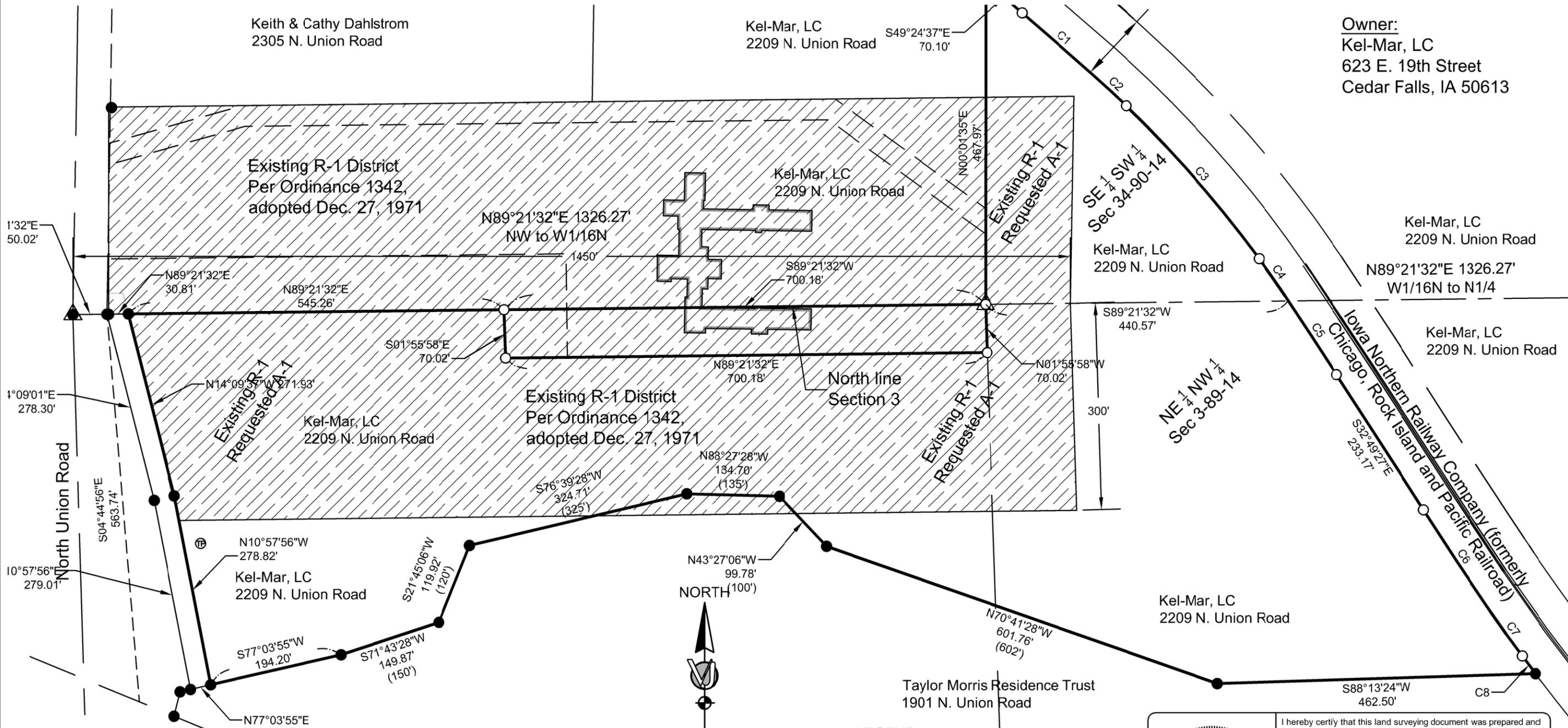
## Legal Description of land to be rezoned from R-1 to A-1:

The West 1450.0 feet of the North 300.0 feet of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Three (3), Township Eighty-nine (89) North, Range Fourteen (14) West of the Fifth (5th) Principal Meridian, except the North 70 feet of the East 700 feet of the Northwest Fractional Quarter of the Northwest Fractional Quarter of said Section 3, and that part of West 1450.0 feet of the South 300.0 feet of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Thirty-four (34), Township Ninety (90) North, Range Fourteen (14) West of the Fifth (5th) Principal Meridian, Black Hawk County, Iowa, lying within the Southeast Quarter of said Southwest Quarter except that parcel of land recorded on File 2018-00018291 in the office of the Black Hawk County Recorder .

## Rezone Request



Owner:  
 Kel-Mar, LC  
 623 E. 19th Street  
 Cedar Falls, IA 50613



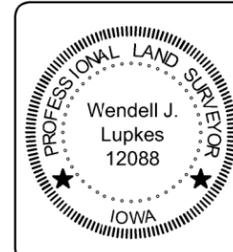
- Notes:**
- 1.) All dimensions are in US Survey feet and decimals thereof.
  - 2.) Proprietor: Kel-Mar, LC, 623 E. 19th Street, Cedar Falls, IA



**LEGEND**

EXISTING R-1 ZONING

REQUESTED A-1 ZONING



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

WENDELL J. LUPKES, P.L.S. DATE \_\_\_\_\_

License number 12088  
 My license renewal date is December 31, 2022  
 Pages or sheets covered by this seal: \_\_\_\_\_

Item 2.	date
scale	1"=150'
drawn by	WJL
date	5/9/2022
revisions	
VJ Engineering 1501 Technology Parkway Cedar Falls, Iowa - 319-266-5829	
R-1 Rezoning Request Kel Mar LC 2209 N Union Road	
218002	

Prepared by: Thomas Weintraut, Planner III, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

### **ORDINANCE NO. 3014**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA FOR APPROXIMATELY 9.94 ACRES OF LAND DESCRIBED HEREIN, REMOVING SAID AREA FROM THE R-1, RESIDENCE DISTRICT AND ADDING IT TO THE A-1, AGRICULTURAL DISTRICT**

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately a 0.98 acre portion of the property located at 2209 North Union Road and 8.86 acres of a 17.86 acre parcel located adjacent to the south of 2209 North Union Road from the R-1: Residence District, to A-1, Agricultural District; and

WHEREAS, said A-1, Agricultural District allows for the establishment a single-unit residential dwelling on a lot of record as of August 1, 1979 and recognizes the A-1: Agriculture District as a holding district for property(s) until services are available; and

WHEREAS, the Planning and Zoning Commission considered the rezoning request and find that said rezoning is consistent with the City of Cedar Falls Comprehensive Plan and the intent of the A-1, Agricultural District; and

WHEREAS, the Planning and Zoning Commission has recommended approval of said rezoning under case #RZ22-002; and

WHEREAS, the City Council of Cedar Falls, Iowa, deems it to be in the best interests of the City of Cedar Falls, Iowa, to approve said rezoning; and

WHEREAS, Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-Six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, provides that the zoning map of the City of Cedar Falls, Iowa, attached thereto, is incorporated into and made a part of said Ordinance;

WHEREAS, notice of public hearing has been published, as provided by law, and such hearing held on the proposed amendment; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

Section 1. That the zoning map of the City of Cedar Falls, Iowa, be and the same is hereby amended to show the property legally described below, as now being in the A-1, Agricultural District, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

The West 1450.0 feet of the North 300.0 feet of the Northwest Quarter (NW ¼) of Section Three (3), Township Eighty-nine (89) North, Range Fourteen (14) West of the Fifth (5TH) Principal Meridian, except the North 70 feet of the East 700 feet of the Northwest Fractional Quarter of said Section 3, and that part of West 1450.0 feet of the South 300.0 feet of the Southwest Quarter (SW ¼) of Section Thirty-four (34) Township Ninety (90) North, Range Fourteen (14) West of the Fifth (5th) Principal Meridian, Black Hawk County, Iowa, lying within the Southeast Quarter of said Southwest Quarter except that parcel of Land recorded on File 2018-00018291 in the office of the Black Hawk County Recorder.

INTRODUCED: \_\_\_\_\_ July 18, 2022

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ July 18, 2022

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ August 1, 2022

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8600  
FAX 319-268-5126

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**INTEROFFICE MEMORANDUM**

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**TO:** Mayor Green & City Council Members  
**FROM:** Jacque Danielsens, City Clerk  
**DATE:** August 3, 2022  
**SUBJECT:** Designation of Electric Vehicle (EV) Charging Spaces

In November 2019, City Council approved a pilot program for installation and designation of a public electric vehicle charging parking space on West 2<sup>nd</sup> Street (located just north of City Hall). Although the charging unit that was installed had two charging cables, we started with designating only one space to determine how much use it would get. During the test period, we did not draft an ordinance, but we posted signs designating the space for actively charging electric vehicles only, and we monitored the space by giving other vehicles warnings.

Since installation, the number of charging sessions has been increasing and the second charging cable has been pulled over to other parking areas and even pulled across the sidewalk, creating potential hazards. As the usage continues to increase, CFU and City staff feel that designation of the second charging space is needed to safely accommodate the additional vehicles wanting to use both charging spaces at this location. Therefore, we recommend designating the adjacent parking space as an electric vehicle charging space and adopting the attached ordinance to enable enforcement of proper use of the spaces.

Please feel free to contact Jennifer Rodenbeck or myself with any questions.

**ORDINANCE NO. 3015**

**AN ORDINANCE AMENDING DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ENACTING A NEW SECTION 23-372, ELECTRIC VEHICLE (EV) CHARGING SPACE.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

Division I, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby amended by adding thereto a new Section 23-372, Electric vehicle (EV) charging space, as follows:

**Sec. 23-372. Electric vehicle (EV) charging space.**

- (a) For the purposes of this section, "electric vehicle charging space" means a public parking space that is located on a public street or in a public parking lot that is served by charging equipment that has as its primary purpose the transfer of electric energy to a battery or other energy storage device in an electric vehicle.
- (b) Where signs are posted, no person shall stop, stand, or park a vehicle in a designated electric vehicle charging space if the vehicle is not electrically connected to the charging equipment via the electric charging cord, and where the electric vehicle charging station is indicated by signage identifying the station as an electric vehicle charging station and indicating that it is only for electric vehicle charging.
- (c) Violations of this section are subject to fines enumerated in Section 23-356.

INTRODUCED: \_\_\_\_\_ August 1, 2022

PASSED 1<sup>st</sup> CONSIDERATION: \_\_\_\_\_ August 1, 2022

PASSED 2<sup>nd</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>rd</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Robert M. Green, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8600  
FAX 319-268-5126

**MEMORANDUM**  
Office of the Mayor

**FROM:** Mayor Robert M. Green  
**TO:** City Council  
**DATE:** August 9, 2022  
**SUBJECT:** CFD 1142.22b: Annual Appointment of Standing Committee Members (Revised)  
**REF:** (a) Code of Ordinances, City of Cedar Falls, Iowa §2-68  
(b) CFD 1121.22: Council Meeting Procedures

1. In accordance with reference (a) and (b), and to account for new committees established on August, 1, 2022, I hereby appoint the following standing committees of the Cedar Falls City Council for the remainder of Calendar Year 2022:

1. **Committee of the Whole:** Simon Harding, Susan deBuhr, Kelly Dunn, Dustin Ganfield, Daryl Kruse, Gil Schultz, Dave Sires.
2. **Finance & Business Operations Committee:** Kelly Dunn, Susan deBuhr, Dustin Ganfield, Simon Harding, Daryl Kruse, Gil Schultz, Dave Sires.
3. **Public Safety Committee:** Dustin Ganfield, Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Gil Schultz, Dave Sires.
4. **Public Works:** Gil Schultz, Susan deBuhr, Kelly Dunn, Dustin Ganfield, Simon Harding, Daryl Kruse, Dave Sires.
5. **Community Development Committee:** Simon Harding, Susan deBuhr, Kelly Dunn, Dustin Ganfield, Daryl Kruse, Gil Schultz, Dave Sires.
6. **Administration Committee:** Daryl Kruse, Susan deBuhr, Kelly Dunn, Dustin Ganfield, Simon Harding, Gil Schultz, Dave Sires.

2. The first person named on each committee shall be the chair of that committee.

Xc: City Administrator  
City Clerk

###



**MAYOR ROBERT M. GREEN**

**CITY OF CEDAR FALLS, IOWA**

220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
PHONE 319-273-8600  
FAX 319-268-5126  
www.cedarfalls.com

**FROM:** Mayor Robert M. Green

**TO:** City Council

**DATE:** August 8, 2022

**SUBJECT:** Appointment of Human Rights Commissioners

**REF:** (a) Code of Ordinances, City of Cedar Falls §12-27: Human Rights Commission  
(b) Iowa Code §69.16A: Gender Balance

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following citizens for appointment to the Human Rights Commission to fill the remaining terms of current vacancies:
  - Mr. Kyle Wiebers – Term ends 7/1/2024
  - Ms. Jennifer Onuigbo – Term ends 7/1/2025
2. General Applications and Candidate Questionnaires are attached for your consideration.
3. These appointments comply with the provisions of reference (b).

Encl: (1) General Application and Candidate Questionnaires for Wiebers and Onuigbo

Xc: City Administrator  
Director, Finance and Business Operations  
Staff Liaison

###



**MAYOR ROBERT M. GREEN**

**CITY OF CEDAR FALLS, IOWA**

220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
PHONE 319-273-8600  
FAX 319-268-5126  
www.cedarfalls.com

**FROM:** Mayor Robert M. Green  
**TO:** City Council  
**DATE:** August 8, 2022  
**SUBJECT:** Appointment to Visitors & Tourism Board  
**REF:** Code of Ordinances, City of Cedar Falls §17-300

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate Ms. Michele Jensen for appointment to the Visitors & Tourism Board for an unfilled three-year term ending on July 1, 2024.
2. Ms. Jensen’s General Application and Candidate Questionnaire are attached for your consideration.

Encl: (1) General Application and Candidate Questionnaire for Jensen

Xc: City Administrator  
Director, Community Development  
Visitors & Tourism Manager

###



**GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS**

Thank you for your interest in volunteer civic service. Complete all sections of this application; please contact City Hall at (319) 273-8600 with questions. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: **Kyle** **A** **Wiebers** Gender: **Male** Date: **6/27/2022**  
First MI Last

Home Address: ..... Home Phone: .....

Work Address: ..... Work Phone: .....

E-mail Address: ..... Cell Phone: .....

Employer: **Central Rivers Area Education Agency** Position/Occupation: **School Psychologist**

If Cedar Falls resident, length of residency: **9 years** City Ward: **CF2**  I have a LinkedIn Profile

**DESIRED NOMINATIONS:** Check or fill in boxes for all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

- Art and Culture Board
- Board of Adjustment
- Board of Appeals
- Board of Electric Examiners & Appeals
- Board of Mechanical Examiners & Appeals
- Board of Plumbing Examiners & Appeals
- Board of Rental Housing Appeals
- Civil Service Commission
- Community Center & Senior Services Board
- Health Trust Fund Board
- Historic Preservation Commission
- Housing Commission
- Human Rights Commission
- Library Board of Trustees
- Parks & Recreation Commission
- Planning & Zoning Commission
- Utilities Board of Trustees
- Visitors & Tourism Board

**COMMUNITY INVOLVEMENT:** Please describe past and present involvement in the community, including voluntary, social, city, religious, school, business and professional (include dates and offices held, if applicable).

- Cedar Falls Community Theatre - Actor; 2014-present**
- Pastoral Council, Blessed Sacrament Catholic Church - Member; 2013**
- Cedar Falls Pickleball Club - Member; 2016-present**

**QUALIFICATIONS:** Please list any special qualifications for board service, including skills, training and certifications.

- Masters of Arts in Education from the University of Northern Iowa (2018)**
- Educational Specialist Degree in School Psychology from the University of Northern Iowa (2021)**

**MOTIVATION:** Why do you desire to serve on city boards and commissions, and what contributions do you believe you can make?

**I want to serve the community I have lived in since I was in grade school. Now that I am a working adult, I have a strong desire to be more involved with the city and with local government. As an educator in the Cedar Valley, I work every day to do what is best for students, and I want to grow my impact to the larger community by serving on the city boards and commissions.**

**POTENTIAL CONFLICTS OF INTEREST:** Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission. Civic leaders are expected to have many ties to community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

**School Psychologist at Central Rivers AEA, Member of the Cedar Falls Pickleball Club.**



## HUMAN RIGHTS COMMISSION CANDIDATE QUESTIONNAIRE

Name: Kyle Wiebers

Date: 6/28/2022

Can you regularly attend commission meetings on the 2<sup>nd</sup> Monday of the month at 6pm at City Hall?  Yes  No

### 1. Why are human rights and civil rights laws and regulations necessary?

Human and civil rights laws and regulations are necessary to ensure equitable practices in the many systems within our city. By having these laws and regulations in place, this allows for all residences to have equal social opportunities in programs within the city. By promoting human rights and civil rights laws and regulations, we can work to ensure that all members of the community are afforded opportunities and a voice within the community.

### 2. What unique contributions or perspectives can you bring to the Human Rights Commission?

As a school psychologist, I am very passionate about figuring out practices and procedures that are best students, but also working to ensure those practices are equitable for all students, including minority students, and students with disabilities. I would bring strong critical thinking skills to the Human Rights Commission, and would provide a perspective from the world of education, to ensure that opportunities are being afforded to everyone within the community, regardless of race, gender, or disability. As an individual who works with students and families with disabilities, and as a person who also has a physical disability, I have strong ties to the populations who are impacted most by the work done by the Human Rights Commission. My perspective of always striving towards what's best for all within my work as a school psychologist, and as a community member, would make me a valuable asset to the Human Rights Commission.

### 3. What experience do you have with diverse community groups and diversity/inclusion education?

As mentioned in the previous response, I am a school psychologist, employed by Central Rivers Area Education Agency. It is my daily work to advocate for students with physical, mental, and emotional disabilities, and to also advocate for their families. It is part of my job to help students with disabilities receive an inclusive education, and I also work every day to ensure practices within the school are equitable for students with disabilities, and for students of color, since there is a disproportionality of Black and Brown students who are identified for special education services within the American school system.

4. **What experience do you have with discrimination case review and/or investigation?**

As part of my undergraduate and graduate course work, I spent many hours reviewing and analyzing special education law and civil rights law. I am particularly familiar with special education law, and the procedures of due process within the world of special education, and am willing to learn more, and gain more exposure to discrimination case review and investigation.

5. **What resources and activities would you employ to be an informed Human Rights Commissioner?**

I would engage with resources and activities that the Commission would bring together, but I also feel it is my duty as a citizen of Cedar Falls, a citizen of Iowa, and a citizen of the United States, and as an educator, to never stop learning. I am a lifelong learner, and am always trying to better my understanding of perspectives and worldviews that are different from mine, especially those perspectives which I will never be able to experience first hand; such as the experiences of those who are a different race, gender, or religion than myself.

6. **Why are you interested in serving on the Human Rights Commission?**

I am very interested in engaging more with local government, and I believe that my work and passions as a school psychologist fit well into the scope of the Human Rights Commission. I feel that I would be a great fit for the Commission and would bring valuable knowledge and perspectives if appointed.

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**Please send this completed Candidate Questionnaire by the published deadline to:**

City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613, fax to (319) 268-5126, or e-mail to [boards@cedarfalls.com](mailto:boards@cedarfalls.com). You will be notified shortly if selected as a Finalist for the appointment



# GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

Thank you for your interest in volunteer civic service. Complete all sections of this application; please contact City Hall at (319) 273-8600 with questions. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: **Jennifer** **A** **Onuigbo** Gender: **F** Date: **5/15/2022**  
First MI Last

Home Address: ..... Home Phone: .....

Work Address: ..... Work Phone: .....

E-mail Address: ..... Cell Phone: .....

Employer: **UNI- Gallagher Bluedorn** Position/Occupation: **Community Relations Mgr**

If Cedar Falls resident, length of residency: **20 years** City Ward: **5**  I have a LinkedIn Profile

**DESIRED NOMINATIONS:** Check or fill in boxes for all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

- Art and Culture Board
- Board of Adjustment
- Board of Appeals
- Board of Electric Examiners & Appeals
- Board of Mechanical Examiners & Appeals
- Board of Plumbing Examiners & Appeals
- Board of Rental Housing Appeals
- Civil Service Commission
- Community Center & Senior Services Board
- Health Trust Fund Board
- Historic Preservation Commission
- Housing Commission
- Human Rights Commission
- Library Board of Trustees
- Parks & Recreation Commission
- Planning & Zoning Commission
- Utilities Board of Trustees
- Visitors & Tourism Board

**COMMUNITY INVOLVEMENT:** Please describe past and present involvement in the community, including voluntary, social, city, religious, school, business and professional (include dates and offices held, if applicable).

**I am currently the community relations manager at the Gallagher Bluedorn, and the main focus of my role is developing connections and equal access to the performing arts within our community. I have served on the CF schools equity committee, Foundation, safe schools committee, and PTA. I currently serve on the Cedar Valley economic inclusion council and am a co-leader of Embrace Celebrating Diversity.**

**QUALIFICATIONS:** Please list any special qualifications for board service, including skills, training and certifications.

**I have an undergradutate degree in intl business and Spanish, an MBA, and a certificate in DEI from Cornell University. I worked extensively with international students at my prior employer, Wartburg College, and am well-versed in both the challenges and opportunities members of this community face in our region. Last year, I also served on a committee to address inclusion in an international organization with 250k members.**

**MOTIVATION:** Why do you desire to serve on city boards and commissions, and what contributions do you believe you can make?

**I recognize that if change is to happen, it must be on several levels. While we can each have impact on an within our individual spheres of influence, equity can be achieved only through changing systems, laws and policies. Serving on the HRC would enable me to work with other like-minded individuals to begin impacting systemic change within our city.**

**POTENTIAL CONFLICTS OF INTEREST:** Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission. Civic leaders are expected to have many ties to community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

**UNI, CF Schools**



## HUMAN RIGHTS COMMISSION CANDIDATE QUESTIONNAIRE

Name: Jennifer Onuigbo

Date: 07/01/22

Can you regularly attend commission meetings on the 2<sup>nd</sup> Monday of the month at 6pm at City Hall?  Yes  No

1. **Why are human rights and civil rights laws and regulations necessary?** Human and civil rights laws and regulations are necessary because systems of power are designed by the people in power to remain in power. Historically excluded groups have been excluded from full participation in our society. Rules and regulations are necessary to ensure everyone has equal opportunity and access to resources to succeed.
2. **What unique contributions or perspective can you bring to the Human Rights Commission?** While I identify as a white, cisgendered, straight woman, my life is filled with wonderful family, friends, colleagues, students, and members of the community who have diverse identities. I have seen first hand the impact of laws and rhetoric related to religion, immigration, race, ethnicity, ability, sexuality and gender.
3. **What experience do you have with diverse community groups and diversity/inclusion education?** I obtained an executive certificate in DEI from Cornell University. I am a member of Embrace, a diversity action group from Waverly. I have served on the CF Schools equity committee and worked with members of the CF Human Rights Commission to create a joint community education project for the 1619 Project with the Waterloo HRC. I have participated and led several book groups, including Caste, The New Jim Crow, and White Rage. I worked for five years with students from over 50 countries in higher education, saw their talents and gifts, and also saw their struggle to belong in our community. I currently serve as the community relations manager at the Gallagher Bluedorn. My job is to work with other community organizers and organizations to ensure equal access and participation.
4. **What experience do you have with discrimination case review and/or investigation?** At Wartburg, I was a member of the DEI Council who played a role in investigating cases of bias and discrimination on campus. I am also trained in Title IX and served as a student advisor in student sexual assault review.
5. **What resources and activities would you employ to be an informed Human Rights Commissioner?** I consider myself to be a lifelong learner. I read books and articles that challenge my way of thinking. For my position at the GBPAC, I attend professional development that improves my ability to bring inclusive and equitable programming to schools in the area, and would be eager to participate in additional professional development as a commissioner.
6. **Why are you interested in serving on the Human Rights Commission?** While Cedar Falls offers residents many wonderful opportunities, there is still work to be done to ensure it offers equitable

treatment and opportunity to people with diverse identities. I recognize that oppression in our country is a complex tapestry of laws, regulations, power structures and attitudes. If we can all tug at the strings, we can begin to unravel that tapestry.

Item 5.

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**Please send this completed Candidate Questionnaire by the published deadline to:**

City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613, fax to (319) 268-5126, or e-mail to [boards@cedarfalls.com](mailto:boards@cedarfalls.com). You will be notified shortly if selected as a Finalist for the appointment



# GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

Thank you for your interest in volunteer civic service. Complete all sections of this application; please contact City Hall at (319) 273-8600 with questions. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: **Michele** **L** **Jensen Taiber** Gender: **F** Date: **3/30/2022**  
First MI Last

Home Address: ..... Home Phone: .....

Work Address: ..... Work Phone: .....

E-mail Address: ..... Cell Phone: .....

Employer: **Moxie, a division of VGM** Position/Occupation: **Vice President/Marketing**

If Cedar Falls resident, length of residency: **13 years** City Ward: **2**  I have a LinkedIn Profile

**DESIRED NOMINATIONS:** Check or fill in boxes for all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

- Art and Culture Board
- Board of Adjustment
- Board of Appeals
- Board of Electric Examiners & Appeals
- Board of Mechanical Examiners & Appeals
- Board of Plumbing Examiners & Appeals
- Board of Rental Housing Appeals
- Civil Service Commission
- Community Center & Senior Services Board
- Health Trust Fund Board
- Historic Preservation Commission
- Housing Commission
- Human Rights Commission
- Library Board of Trustees
- Parks & Recreation Commission
- Planning & Zoning Commission
- Utilities Board of Trustees
- Visitors & Tourism Board

**COMMUNITY INVOLVEMENT:** Please describe past and present involvement in the community, including voluntary, social, city, religious, school, business and professional (include dates and offices held, if applicable).

**Junier Achievement Board Member, 2020- present**  
**Community Foundation of Northeast Iowa, Advancement Oversight Committee, 2019- present**  
**WCFSymphony, Upbeat/Friends Committee/Board, 2015- 2021**  
**Rotary Club Cedar Valley 2015 -2017**

**QUALIFICATIONS:** Please list any special qualifications for board service, including skills, training and certifications.

**Dale Carnigie Training Graduate**  
**Cedar Valley Leadership Institute Graduate**

**MOTIVATION:** Why do you desire to serve on city boards and commissions, and what contributions do you believe you can make?

**I grew up in the Cedar Valley and I have enjoyed the progress I've seen, the amenities we've brought, the enhancements to what has always been and the growth potential of the future. I want to contribute to continue making Cedar Falls a wonderful place to live, work, play and...visit.**

**POTENTIAL CONFLICTS OF INTEREST:** Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission. Civic leaders are expected to have many ties to community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

**Please e-mail completed this application to [boards@cedarfalls.com](mailto:boards@cedarfalls.com)**  
 or mail to Mayor, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613  
 You will be contacted to submit a Candidate Questionnaire when a board vacancy occurs.



# VISITORS AND TOURISM BOARD CANDIDATE QUESTIONNAIRE

Item 5.

Name: Michele Jensen

Date: 4/49/2022

Can you attend board meetings on the 3<sup>rd</sup> Wednesday of the month at 4pm at the Visitors Center?  Yes  No

**1. Why are you interested in serving on the Visitors and Tourism Board?**

I grew up in the Cedar Valley and I have enjoyed the progress I've seen, the amenities we've brought, the enhancements to what has always been and the growth potential of the future. I want to contribute to continue making Cedar Falls a wonderful place to live, work, play and...visit.

**2. What is your background and experience in the tourism and service industry?**

My work history has all been in the service industry, from high school at Von Maur to present day in the marketing and communication service industry.

**3. What would you see as your role in this advisory board?**

Happy to serve in any capacity needed.

**4. What unique perspective or insights could you bring to the Visitors and Tourism Board?**

I can bring perspective as a working mother, as a lifelong resident: a child who grew up here, a teen who attended UNI and a young adult who chose to start and raise my own family here.

**5. What changes would you like to see in the City's visitor and tourism services and programs?**

Would need to learn more of what's been done, what's worked and hasn't in order to provide meaningful feedback.

**6. Please list your organizational and relational connections which might pose potential conflicts of interest for items under consideration by the Visitors and Tourism Board.**

Not aware of any conflicts.

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**Please send this completed Candidate Questionnaire by the published deadline to:**

City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613, fax to (319) 268-5126, or e-mail to [boards@cedarfalls.com](mailto:boards@cedarfalls.com). You will be notified shortly if selected as a Finalist for the appointment



**DEPARTMENT OF PUBLIC SAFETY SERVICES**

POLICE OPERATIONS  
CITY OF CEDAR FALLS  
4600 SOUTH MAIN STREET  
CEDAR FALLS, IOWA 50613

319-273-8612

**MEMORANDUM**

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**To:** Mayor Green and City Councilmembers  
**From:** Craig Berte, Public Safety Services Director  
Mark Howard, Acting Police Chief  
**Date:** August 8, 2022  
**Re:** Beer/Liquor License Applications

---

Police Operations has received applications for liquor licenses and/ or wine or beer permits. We find no records that would prohibit these license and permits and recommend approval.

Name of Applicants:

- a) Main Street Sweets, 307 Main Street, Class B native wine – renewal.
- b) Amigo, 5809 University Avenue, Class C liquor & outdoor service - renewal.
- c) The Brass Tap, 421 Main Street, Class C liquor & outdoor service - renewal.
- d) Whiskey Road Tavern & Grill, 402 Main Street, Class C liquor & outdoor service - renewal.
- e) B & B West, 3105 Hudson Road, Class E liquor - renewal.

**ITEMS TO INCLUDE ON AGENDA**

**CITY OF CEDAR FALLS, IOWA**

\$3,860,000 General Obligation Capital Loan Notes, Series 2022

- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

August 15, 2022

The City Council of the City of Cedar Falls, State of Iowa, met in Regular session, in the Community Center, 528 Main Street, Cedar Falls, Iowa, at 7:00 P.M., on the above date. There were present Mayor Robert M. Green, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$3,860,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$3,860,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$3,200,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to

institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, and a finance system; and expanded public infrastructure, related amenities and site improvements, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$600,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, drainage enhancements, grading and terracing, slope stabilization and protection, and equipping of recreational trails and parks associated with the Cedar River Recreation Project, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation capital loan Notes authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$3,860,000 General Obligation Capital Loan Notes as hereinafter set forth; and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, STATE OF IOWA:**

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Notes " shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Cedar Falls, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$3,860,000 General Obligation Capital Loan Notes, Series 2022, authorized to be issued by this Resolution.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.
- "Paying Agent" shall mean the City's Controller/City Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.

- "Project" shall mean the costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department; City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, and a finance system; and expanded public infrastructure, related amenities and site improvements; and City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, drainage enhancements, grading and terracing, slope stabilization and protection, and equipping of recreational trails and parks associated with the Cedar River Recreation Project.

- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.

- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

- "Registrar" shall mean the City's Controller/City Treasurer of Cedar Falls, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

- "Resolution" shall mean this resolution authorizing the Notes.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.

- "Treasurer" shall mean the Controller/City Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

## Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Cedar Falls, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$117,358.06*	2022/2023
\$405,900.00	2023/2024
\$403,400.00	2024/2025
\$405,400.00	2025/2026
\$401,650.00	2026/2027
\$402,400.00	2027/2028
\$397,400.00	2028/2029
\$396,900.00	2029/2030
\$395,650.00	2030/2031
\$400,450.00	2031/2032
\$404,800.00	2032/2033
\$408,700.00	2033/2034
\$417,150.00	2034/2035

\*Payable from available cash on hand.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2022 will be collected during the fiscal year commencing July 1, 2023.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Black Hawk County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2022 GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended

therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. General Obligation Capital Loan Notes of the City in the amount of \$3,860,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2022", be dated August 31, 2022, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2023, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1 <sup>st</sup>
\$250,000	5.000%	2024
\$260,000	5.000%	2025
\$275,000	5.000%	2026
\$285,000	5.000%	2027
\$300,000	5.000%	2028
\$310,000	5.000%	2029
\$325,000	5.000%	2030
\$340,000	3.000%	2031
\$355,000	3.000%	2032
\$370,000	3.000%	2033
\$385,000	3.000%	2034
\$405,000	3.000%	2035

b) Redemption.

i. Optional Redemption. Notes maturing after June 1, 2030, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Section 7. Issuance of Notes in Book-Entry Form; Replacement Notes.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.

b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the City's Controller/City Treasurer kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services

with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Noteholders and payments on the Notes. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method of payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The City's Controller/City Treasurer is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentation of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate

herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"  
 "COUNTY OF BLACK HAWK"  
 "CITY OF CEDAR FALLS"  
 "GENERAL OBLIGATION CAPITAL LOAN NOTE"  
 "SERIES 2022"  
 CORPORATE PURPOSE

Rate: \_\_\_\_\_  
 Maturity: \_\_\_\_\_  
 Note Date: August 31, 2022  
 CUSIP No.: \_\_\_\_\_  
 "Registered"  
 Certificate No. \_\_\_\_\_  
 Principal Amount: \$ \_\_\_\_\_

The City of Cedar Falls, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of the City's Controller/City Treasurer, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2023, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa, for the purpose of paying costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department; City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, and a finance system; and expanded public infrastructure, related amenities and site improvements; and City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, drainage enhancements, grading and terracing, slope stabilization and protection, and equipping of recreational trails and parks associated with the Cedar River Recreation Project, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after June 1, 2030, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the City's Controller/City Treasurer, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, the City's Controller/City Treasurer, Cedar Falls, Iowa.

Date of authentication: August 31, 2022

This is one of the Notes described in the within mentioned Resolution, as registered by the City's Controller/City Treasurer

CITY'S CONTROLLER/CITY TREASURER, Registrar

By: \_\_\_\_\_

Authorized Signature

Registrar and Transfer Agent: City's Controller/City Treasurer

Paying Agent: City's Controller/City Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF CEDAR FALLS, STATE OF IOWA

By: \_\_\_\_\_ (manual or facsimile signature)

Mayor

ATTEST:

By: \_\_\_\_\_ (manual or facsimile signature)

City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Person(s) executing this Assignment sign(s) here)

SIGNATURE )  
GUARANTEED) \_\_\_\_\_

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_

Address of Transferee(s) \_\_\_\_\_

Social Security or Tax Identification \_\_\_\_\_

Number of Transferee(s) \_\_\_\_\_

Transferee is a(n):

Individual\* \_\_\_\_\_

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Trust \_\_\_\_\_

\*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - ..... Custodian .....  
(Cust) (Minor)  
Under Iowa Uniform Transfers to Minors Act.....  
(State)

ADDITIONAL ABBREVIATIONS MAY  
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 14. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Director of Finance & Business Operations is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part

of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 21. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 15<sup>th</sup> day of August, 2022.

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, City Clerk

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF BLACK HAWK )

I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jacqueline Danielsen, City Clerk  
City of Cedar Falls, State of Iowa

(SEAL)

02081936-1\10283-185

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TAX EXEMPTION CERTIFICATE

of

CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, ISSUER

\$3,860,000 General Obligation Capital Loan Notes, Series 2022

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This instrument was prepared by:

Ahlers & Cooney, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309  
(515) 243-7611

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## TAX EXEMPTION CERTIFICATE

### CITY OF CEDAR FALLS, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on August 31, 2022, by the City of Cedar Falls, County of Black Hawk, State of Iowa (the "Issuer").

#### INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$3,860,000 General Obligation Capital Loan Notes, Series 2022 (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

#### ARTICLE I

##### DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bonds" means the \$3,860,000 aggregate principal amount of General Obligation Capital Loan Notes, Series 2022, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.
- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-1(b) and (f)(2), means the price determined pursuant to the Special Rule for Competitive Sales in accordance with Regulation 1.148-1(f)(2)(iii). The Issuer hereby elects to utilize the Special Rule for Competitive Sales and treats the reasonably expected initial offering price to the public as of the sale date as the issue price of the Bonds. The Purchasers have certified the Issue Price to be not more than \$4,123,826.65, as set forth in Exhibit A.
- "Issuer" means the City of Cedar Falls, a municipal corporation in the County of Black Hawk, State of Iowa.
- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.
- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.
- "Proceeds" as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.
- "Project" means the City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department; City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, and a finance system; and expanded public infrastructure, related amenities and site improvements; and City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, drainage enhancements, grading and terracing, slope stabilization and protection, and equipping of recreational trails and parks associated with the Cedar River Recreation Project including sums already expended that meet the requirements of Section 2.8 hereof, as more fully described in the Resolution.
- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Bonds.
- "Purchasers" means Robert W. Baird & Co., Inc. of Milwaukee, Wisconsin, constituting the initial purchasers of the Bonds from the Issuer.
- "Rebate Amount" means the amount computed as described in this Certificate.

- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.
- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.
- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.
- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.
- "Resolution" means the resolution of the Issuer adopted on August 15, 2022, authorizing the issuance of the Bonds.
- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.
- "Sinking Fund" means the Bond Fund.
- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.
- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.
- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.
- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

## ARTICLE II

### SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested

in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

#### Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par plus re-offering premium of \$263,826.65), less underwriter's discount of \$39,096.25, received at Closing are expected to be deposited and expended as follows:

- (a) \$44,250 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and
- (b) \$4,040,480.40 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

#### Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department; City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, and a finance system; and expanded public infrastructure, related amenities and site improvements; and City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, drainage enhancements, grading and terracing, slope stabilization and protection, and equipping of recreational trails and parks associated with the Cedar River Recreation Project.

#### Section 2.4 Facts Supporting Tax-Exemption Classification

##### Governmental Bonds

##### Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-

governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

#### Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

#### Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

#### Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except

for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000, the Bonds meet the safe harbor set forth in Code Section 148(f)(A)(4)(ii) because the Bonds are not private activity bonds, the average maturity of the issue (determined in accordance with Code Section 147(b)(2)(A)) is at least 5 years and the rates of interest on the bonds which are part of the issue do not vary during the term of the issue, and the Bonds are expected to meet one or more of the spending exemptions from rebate as provided in Section 3.3 hereof.

- (d) The Minor Portion of the Bonds will be invested without regard to yield.

#### Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

- (b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 2.685710 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

#### Section 2.8 Reimbursement Bonds

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement

Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.8, the following terms shall have the meanings set forth below:

(1) "Official Intent" means a declaration of intent described under Regulation 1.150-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(2) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(3) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

(4) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(6) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.

### ARTICLE III

#### REBATE

##### Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

##### Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

##### Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- \$5,000,000 Small Issuer Exception

The reasonably anticipated amount of tax-exempt bonds (other than private activity bonds) which will be issued by the Issuer and all subordinate entities of the Issuer during the calendar year will not exceed \$5,000,000.

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;
- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 2%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(f)(2) of the Regulations, the Issuer elects to use actual investment earnings of the ACP in determining compliance with the above schedule.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

#### Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

#### Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

#### Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

### Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

### Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

### Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

## ARTICLE IV

## INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

#### Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

- (a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:
- (1) The bid specifications are in writing and are timely forwarded to potential providers.
  - (2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.
  - (3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.
  - (4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.
  - (5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.
  - (6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.
  - (7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.
- (b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

#### Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

#### Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

### ARTICLE V

#### GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

### ARTICLE VI

#### AMENDMENTS AND ADDITIONAL AGREEMENTS

##### Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

## Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

## Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

## Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

## ARTICLE VII

### QUALIFIED TAX EXEMPT OBLIGATIONS

The Issuer, a "qualified small issuer," designates the Bonds as "qualified tax exempt obligations" as defined in Code Section 265(b)(3) and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations (including for this purpose tax exempt installment sales, lease or lease purchase agreements or other tax exempt obligations) which will be issued during the current calendar year will not exceed ten million dollars (\$10,000,000).

In support of the foregoing, the Issuer states:

(a) In the current calendar year the Issuer has issued governmental or qualified 501(c)(3) obligations as follows:

\$3,860,000 General Obligation Capital Loan Notes, Series 2022 (Covered by this certificate)

(b) The Issuer expects to issue during the remainder of the calendar year governmental or qualified 501(c)(3) obligations as follows:

NONE

(c) The Issuer has subordinate entities or is subordinate to another entity governed by separate governing bodies which have issued or expect to issue

governmental or qualified 501(c)(3) obligations on behalf of the Issuer during the calendar year which must be aggregated under Code Section 265(b)(3)(E) as follows:

NONE

(d) The Issuer is a member of or affiliated with one or more organizations (such as an Iowa Code Chapter 28E or 28F organization or other multimember body under which more than one governmental entity receives benefits) governed by a separate governing body which has or expects to issue governmental or qualified 501(c)(3) obligations during the calendar year all or a portion of which are allocable to the Issuer under Code Section 265(b)(3)(C)(iii) as follows:

NONE

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

\_\_\_\_\_  
Director of Finance & Business Operations,  
City of Cedar Falls, State of Iowa

(SEAL)

## EXHIBIT "A"

**\$3,860,000 General Obligation Capital Loan Notes, Series 2022****ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of Robert W. Baird & Co., Inc. ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. Reasonably Expected Initial Offering Price.

a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

c) The bid submitted by Purchaser constituted a firm offer to purchase the Bonds.

2. *Defined Terms.*

a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is July 18, 2022.

d) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information

will be relied upon by the Issuer and its advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

ROBERT W. BAIRD & CO., INC.

By: \_\_\_\_\_

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

Dated: August 31, 2022

**SCHEDULE A**  
**EXPECTED OFFERING PRICES**

*(Attached)*

**SCHEDULE B**  
**COPY OF UNDERWRITER'S BID**  
*(Attached)*

EXHIBIT "C"

CONSTRUCTION ISSUE CERTIFICATION

I, the undersigned, do hereby certify that I am the Director of Finance & Business Operations of the City of Cedar Falls. I acknowledge that this Certificate is given as the basis for certain representations made in the Tax Exemption Certificate delivered by the City of Cedar Falls, State of Iowa (the "Issuer"), as of the date hereof, in connection with the issuance of \$3,860,000 General Obligation Capital Loan Notes, Series 2022, of the Issuer (the "Bonds").

The Issuer has elected to satisfy the requirements of Code Section 148(f)(4)(C)(iv)(I) based upon its reasonable expectations that more than 75% of the "available construction proceeds" of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, are to be used for construction expenditures with respect to property to be owned by the Issuer as a governmental unit.

Construction expenditures means capital expenditures, as defined in Regulation 1.150-1(b), that, on or before the date the property financed by the expenditures is placed in service, as defined in Regulation 1.150-2(c), will be properly chargeable to or may be capitalized as part of the basis of (1) real property, other than expenditures for the acquisition of any interest in land or real property other than land, (2) constructed personal property as defined in Regulation 1.148-7(g)(3), or (3) specially developed computer software as defined in Regulation 1.148-7(g)(4), that is functionally related and subordinate to real property or constructed personal property.

As of the date of issue of the Bonds, it is my opinion that at least 75% of the available construction proceeds of the Issue will be used for construction expenditures as defined above.

IN WITNESS WHEREOF, I hereunto affix my official signature this 31<sup>st</sup> day of August, 2022.

CEDAR FALLS, IOWA

By: \_\_\_\_\_

Title: Director of Finance & Business Operations

## CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Cedar Falls, State of Iowa (the "Issuer"), in connection with the issuance of \$3,860,000 General Obligation Capital Loan Notes, Series 2022 (the "Notes") dated August 31, 2022. The Notes are being issued pursuant to a Resolution of the Issuer approved on August 15, 2022 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Notes and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Notes, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Notes, dated \_\_\_\_\_, 2022.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

### Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than two hundred seventy (270) days after the end of the Issuer's fiscal year (presently June 30th), commencing with information for the 2021/2022 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibit A.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the caption "Property Valuations" (formerly identified as "City Property Values"), "Trend of Valuations", "Larger Taxpayers", "Direct Debt", "Indirect General Obligation Debt", "Debt Ratios", "Tax Rates", and "Levies and Tax Collections". Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements relating to the Notes reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;
- vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the

tax-exempt status of the Series Notes, or material events affecting the tax-exempt status of the Notes;

vii. Modifications to rights of Holders of the Notes, if material;

viii. Note calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Notes;

x. Release, substitution, or sale of property securing repayment of the Notes, if material;

xi. Rating changes on the Notes;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Notes shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Notes, or the type of business conducted;
- b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- c) The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Notes.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: 31<sup>st</sup> day of August, 2022.

CITY OF CEDAR FALLS, STATE OF IOWA

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsens, City Clerk

EXHIBIT A

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Cedar Falls, Iowa.

Name of Note Issue: \$3,860,000 General Obligation Capital Loan Notes, Series 2022

Dated Date of Issue: August 31, 2022

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Notes as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Notes. The Issuer anticipates that the Annual Financial Information will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF CEDAR FALLS, STATE OF IOWA

By: \_\_\_\_\_  
Its: \_\_\_\_\_

02059918-1\10283-185

## LOAN AGREEMENT

This Loan Agreement is entered into as of the 31<sup>st</sup> day of August, 2022, by and between the City of Cedar Falls, State of Iowa (the "City") acting through its City Council (the "Council") and Robert W. Baird & Co., Inc. of Milwaukee, Wisconsin (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$4,084,730.40, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Capital Loan Notes, Series 2022, in the aggregate principal amount of \$3,860,000 (the "Notes").
2. The loan proceeds shall be used to pay costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department; City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, and a finance system; and expanded public infrastructure, related amenities and site improvements; and City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, drainage enhancements, grading and terracing, slope stabilization and protection, and equipping of recreational trails and parks associated with the Cedar River Recreation Project (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on June 1, 2023.
3. The City agrees to repay the loan and interest thereon as hereinafter provided. The Notes, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Notes shall be dated August 31, 2022, shall bear interest payable June 1, 2023, and semiannually thereafter on the first day of June and December in each year at the respective rates and shall mature in principal amounts in each of the respective years, as follows:

Principal Amount	Interest Rate	Maturity June 1 <sup>st</sup>
\$250,000	5.000%	2024
\$260,000	5.000%	2025
\$275,000	5.000%	2026
\$285,000	5.000%	2027
\$300,000	5.000%	2028
\$310,000	5.000%	2029
\$325,000	5.000%	2030
\$340,000	3.000%	2031
\$355,000	3.000%	2032
\$370,000	3.000%	2033
\$385,000	3.000%	2034
\$405,000	3.000%	2035

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Notes and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax.

5. The City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. The Lender is acquiring the Notes with the intent of making offers and sales of the Notes to the public. The Lender agrees to comply with all federal and state securities laws and the rules and regulations of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, including but not limited to Rules 15c2-12 and 10b-5, in making offers and sales of the Notes to the public. All such information provided by the City will be true and correct in all material respects. When the Official Statement is in a form acceptable to the City, the City agrees to "deem final" the Official Statement for purposes of Rule 15c2-12 and to provide the Lender with a certification with respect thereto.

7. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

8. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

9. The City and the Lender agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa (providing for electronic execution).

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF CEDAR FALLS, STATE OF IOWA  
(City)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, City Clerk

(SEAL)

ROBERT W. BAIRD & CO., INC. (Lender)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

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DELIVERY CERTIFICATE

We the undersigned City Officials, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Cedar Falls, State of Iowa; that in pursuance of the provisions of Sections 384.24A, 384.25, 384.26 and 384.28, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered, authenticated and delivered fully registered General Obligation Capital Loan Notes, Series 2022, of the City of Cedar Falls, State of Iowa, in the amount of \$3,860,000, dated August 31, 2022, bearing interest and maturing as follows:

Principal Amount	Interest Rate	Maturity June 1 <sup>st</sup>
\$250,000	5.000%	2024
\$260,000	5.000%	2025
\$275,000	5.000%	2026
\$285,000	5.000%	2027
\$300,000	5.000%	2028
\$310,000	5.000%	2029
\$325,000	5.000%	2030
\$340,000	3.000%	2031
\$355,000	3.000%	2032
\$370,000	3.000%	2033
\$385,000	3.000%	2034
\$405,000	3.000%	2035

Each of the Notes has been executed with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk of the City.

The Notes have been delivered to DTC on behalf of:

Robert W. Baird & Co., Inc. of Milwaukee, Wisconsin

and have been paid for in accordance with the terms of the contract of sale and at a price of \$4,084,730.40, and accrued interest.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned City officers to their respective positions, or the validity of the Notes, or the power and duty of the City to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Notes, and that no measure or provision for the authorization or issuance of the Notes has been repealed or rescinded.

We further certify that due provision has been made for the collection of sufficient taxes to meet all payments coming due, whether of principal or of interest on the Note Issue; that all payments coming due before the next collection of the tax provided for as aforesaid will be paid

promptly when due from cash on hand; and that the proceedings authorizing the issuance and delivery of the Notes remain in full force and effect and have not been withdrawn, amended or rescinded.

To the best of our knowledge, information and belief, we further certify that the Official Statement dated July 18, 2022, as of its date and the date hereof, did not and does not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

We further certify that each of the officers whose signatures appear on the Notes were in occupancy and possession of their respective offices at the time the Notes were executed and do hereby adopt and affirm their signatures appearing in the Notes.

We further certify that the present financial condition of the Note is as follows:

Assessed and taxable value of all taxable property within the City, except moneys and credits and tax free lands (Year 2022/2023), according to the last completed State and County tax lists (100% - Before Rollback)	\$3,735,193,238
Total general obligation bonded indebtedness of the City, <u>including this issue</u>	\$15,710,000
All other general obligation indebtedness, (including warrants, judgments, contracts of purchase or lease/purchase, self-insurance or local government risk pool obligations, loan agreements, and revenue bonds issued under Code Section 403.9), of the City of any kind	\$1,591,710

IN WITNESS WHEREOF, we have hereunto affixed our hands at the City of Cedar Falls, State of Iowa, this 31<sup>st</sup> day of August, 2022.

\_\_\_\_\_  
Robert M. Green, Mayor

\_\_\_\_\_  
Jacqueline Danielsen, City Clerk

\_\_\_\_\_  
Lisa Roeding, Controller/City Treasurer

(CITY SEAL)

TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Cedar Falls, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of \$3,860,000 General Obligation Capital Loan Notes, Series 2022, of the City dated August 31, 2022, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of the Notes, and that the City Council consists of a Mayor and seven (7) Council Members, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of such proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that according to the records in my office, the named members of the Council were duly and regularly elected to such office, and were, during all of the year 2022, and now are, the legally elected, constituted and acting City Council of the City.

I further certify that no litigation is pending, prayed or threatened affecting the validity of the Notes hereinabove referred to, nor affecting the title of any of the City officers and Council Members to their official positions.

I further certify that all meetings of the City Council of the City at which action was taken in connection with the Notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Council all pursuant to the provisions and in accordance with the conditions of the local rules of the Council and Chapter 21, Code of Iowa.

I further certify that no City officer or employee has any interest in the contract for the sale of the Notes or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the City hereto attached this \_\_\_\_\_ day of \_\_\_\_\_, 2022, at Cedar Falls, Iowa.

---

Jacqueline Danielsen, City Clerk  
City of Cedar Falls, State of Iowa

(SEAL)

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

Mayor: Rob Green  
\_\_\_\_\_  
(Original Signature)

Clerk: Jacqueline Danielsen  
\_\_\_\_\_  
(Original Signature)

Controller/City Treasurer: Lisa Roeding  
\_\_\_\_\_  
(Original Signature)

Director of Finance & Business Operations Jennifer Rodenbeck  
\_\_\_\_\_  
(Original Signature)

STATE OF IOWA )  
) SS  
COUNTY OF BLACK HAWK )

Subscribed and sworn to before me by Rob Green, Jacqueline Danielsen, Lisa Roeding and Jennifer Rodenbeck on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public in and for Black Hawk County,  
Iowa

(SEAL)

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COUNTY AUDITOR'S CERTIFICATE

I, \_\_\_\_\_, County Auditor of Black Hawk County, State of Iowa, hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 there was filed in my office the Resolution of the City Council of the City of Cedar Falls, State of Iowa, adopted on the 15<sup>th</sup> day of August, 2022, the Resolution authorizing execution of a Loan Agreement and authorizing the issuance of \$3,860,000 of General Obligation Capital Loan Notes, Series 2022, and levying a tax therefor, dated August 31, 2022.

(COUNTY SEAL)

\_\_\_\_\_  
County Auditor of Black Hawk County  
State of Iowa

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(Rev. October 2021)

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

OMB No. 1545-0047

Department of the Treasury  
Internal Revenue Service

**Caution:** If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name <u>City of Cedar Falls, Iowa</u>		2 Issuer's employer identification number (EIN) <u>42-6004332</u>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite <u>220 Clay Street</u>		5 Report number (For IRS Use Only) <u>3</u>	
6 City, town, or post office, state, and ZIP code <u>Cedar Falls, Iowa 50613</u>		7 Date of issue <u>08/31/2022</u>	
8 Name of issue <u>\$3,860,000 General Obligation Capital Loan Notes, Series 2022</u>		9 CUSIP number <u>150195 4C6</u>	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information <u>Lisa Roeding, Controller/City Treasurer</u>		10b Telephone number of officer or other employee shown on 10a <u>(319) 273-8600</u>	

**Part II Type of Issue (Enter the issue price.)** See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19a	If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>		
b	If bonds are BANs, check only box 19b <input type="checkbox"/>		
20	If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>		

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<u>06/01/2035</u>	<u>\$ 4,123,826.65</u>	<u>\$ 3,860,000</u>	<u>7.640</u> years	<u>2.685710</u> %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22	Proceeds used for accrued interest	22	<u>-0-</u>
23	Issue price of entire issue (enter amount from line 21, column (b))	23	<u>4,123,826.65</u>
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	<u>83,346.25</u>
25	Proceeds used for credit enhancement	25	<u>-0-</u>
26	Proceeds allocated to reasonably required reserve or replacement fund	26	<u>-0-</u>
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	<u>-0-</u>
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	<u>-0-</u>
29	Total (add lines 24 through 28)	29	<u>83,346.25</u>
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	<u>4,040,480.40</u>

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

**Part VI Miscellaneous**

- |            |  |            |  |
|------------|--|------------|--|
| <b>35</b>  | Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .  | <b>35</b>  |  |
| <b>36a</b> | Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .  | <b>36a</b> |  |
| <b>b</b>   | Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____  |            |  |
| <b>c</b>   | Enter the name of the GIC provider ▶ _____   |            |  |
| <b>37</b>  | Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .  | <b>37</b>  |  |
| <b>38a</b> | If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:  |            |  |
| <b>b</b>   | Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____  |            |  |
| <b>c</b>   | Enter the EIN of the issuer of the master pool bond ▶ _____  |            |  |
| <b>d</b>   | Enter the name of the issuer of the master pool bond ▶ _____   |            |  |
| <b>39</b>  | If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>   |            |  |
| <b>40</b>  | If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>   |            |  |
| <b>41a</b> | If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:   |            |  |
| <b>b</b>   | Name of hedge provider ▶ _____   |            |  |
| <b>c</b>   | Type of hedge ▶ _____  |            |  |
| <b>d</b>   | Term of hedge ▶ _____  |            |  |
| <b>42</b>  | If the issuer has superintegrated the hedge, check box <input type="checkbox"/>  |            |  |
| <b>43</b>  | If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box <input checked="" type="checkbox"/> |            |  |
| <b>44</b>  | If the issuer has established written procedures to monitor the requirements of section 148, check box <input checked="" type="checkbox"/>   |            |  |
| <b>45a</b> | If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____  |            |  |
| <b>b</b>   | Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____  |            |  |

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ \_\_\_\_\_ Date \_\_\_\_\_ ▶ \_\_\_\_\_ Type or print name and title

Signature of issuer's authorized representative

<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	<b>J. Eric Boehlert</b>				<b>P01077288</b>
	Firm's name ▶ <b>Ahlers &amp; Cooney, P.C.</b>	Firm's EIN ▶ <b>42-1323559</b>		Firm's address ▶ <b>100 Court Ave., Ste. 600, Des Moines, Iowa 50309</b>	
			Phone no. <b>515-243-7611</b>		



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8600  
FAX 319-268-5126

**MEMORANDUM**  
**Human Resources Division**

**TO:** Mayor Green and City Council Members  
**FROM:** Bailey Schindel, Human Resources Manager  
**DATE:** August 8, 2022  
**SUBJECT:** Horticulturist Job Classification

As part of the FY23 budget process, staff recommended adding a full time Horticulturist position to the budget. This position was approved by the City Council and this job classification implements that position.

Staff recommends your approval of the Horticulturist position. If you have questions regarding the job classification, please contact Bailey Schindel at 319-268-5531 or Brian Heath at 319-268-5575.

Attachments: Horticulturist Job Classification



## JOB CLASSIFICATION

<b>Job Title</b>	Horticulturist	<b>Job Code</b>	815
<b>Department</b>	Public Works	<b>Pay Band</b>	307
<b>FLSA Status</b>	Non-Exempt	<b>Union Status</b>	Non-Union
<b>Prepared</b>	February 1999	<b>Adopted</b>	
<b>Amended</b>	5/24/99, 8/25/2003, 6/24/2014, 10/19/2015, 8/15/22		

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

### POSITION DEFINITION

Provide grounds maintenance, equipment operations and other tasks related to the maintenance of parklands, city right of way and public building landscaping. Participate in a variety of manual labor tasks; aid in the development of public programs, tours, and events; serve as a lead staff person to provide guidance to part time, volunteers, and seasonal personnel. Provide responsible staff assistance to the Public Works & Parks Supervisor.

### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Public Works & Parks Supervisor.

This position has no direct supervisory responsibilities but serves as a lead staff person to provide guidance for part-time, volunteers, and seasonal personnel.

### EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Maintain an orderly and aesthetically pleasing appearance of parklands and other city public grounds.
- Plan, participate, and oversee the planting of new trees; develop programs for care of trees.
- Plan, participate, and oversee the planting, conservation, and care of vegetation including native plants and tallgrass prairie.



## JOB CLASSIFICATION

- Identify equipment needs for each assigned project. Carry out prescribed work methods and procedures; maintain records of time, materials, and equipment usage.
- Select and apply proper fertilizers and water for turf, shrubs, trees, and flowers.
- Coordinate the work of assigned staff as appropriate.
- Train and mentor staff on use of equipment and procedures for vegetation care and maintenance.
- Evaluate garden needs periodically and determine appropriate action; purchase plant material and supplies as needed; coordinate contractors for landscape improvement projects.
- Act as a lead staff person; recruit and schedule volunteers; provide guidance to part time, volunteers and seasonal personnel in assigned area.
- Perform routine clerical duties as required; attend workshops; and conduct garden tours.

### OTHER DUTIES AND RESPONSIBILITIES

- Check vehicles, tools and equipment for maintenance and repair. Make minor repairs and report major repair needs to Public Works & Parks Supervisor and division mechanic.
- Assist the Arborist with maintenance of city tree nurseries.
- Assist in snow removal activities.
- Perform other duties as assigned.

### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Horticulture, arboriculture plant and tree care practices and techniques.
- Variety of plants, soils and gardening.
- Principles of leading and staff training.
- Various diseases indigenous to plants and trees in the area.
- Safety rules and procedures for all applicable equipment and activities.
- Proper techniques and uses of a variety of hand tools.
- Pertinent federal, state, and local laws, codes and regulations.



## JOB CLASSIFICATION

### ABILITY TO PERFORM

- Analyze and resolve concerns and issues in an efficient and effective manner.
- Communicate clearly and concisely, both orally and in writing.
- Effectively handle working on a variety of projects simultaneously.
- Establish and maintain effective working relationships with those contacted in the course of work including city officials, community groups, and the general public.
- Perform manual labor tasks in extreme weather conditions.

### EXPERIENCE AND TRAINING GUIDELINES

#### MINIMUM EXPERIENCE

Two years of experience in landscaping, maintenance, construction and installation of plant materials.

#### MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma, or equivalent, supplemented by training in landscaping and plant maintenance services and activities.

#### LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of, or ability to obtain, Class B Iowa Commercial Driver's license (CDL).

Possession of, or ability to obtain, an appropriate state pesticide applicator license.

### WORKING CONDITIONS AND ENVIRONMENT

#### ENVIRONMENTAL CONDITIONS

Field environment; exposure to hazardous chemicals and materials, fumes, electrical hazards, dust, dirt and noise (>85dB); work in inclement and extreme weather conditions; work in close proximity to moving machinery, equipment, and traffic.

Work irregular work hours, including weekends, holidays, and extended hours in emergencies, disasters or other situations influenced by workload or staffing difficulties.

#### PHYSICAL CONDITIONS



## JOB CLASSIFICATION

Functions of this position require maintaining physical condition necessary for standing, stooping, climbing, or walking for prolonged periods of time; carrying or lifting items greater than 40 pounds; kneeling and bending while performing work activities; pushing, pulling, and reaching above the shoulder motions; operating a motor vehicle.



## DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8600  
FAX 319-268-5126

**MEMORANDUM**  
Information Systems Division

**TO:** Honorable Mayor Rob Green and City Council  
**FROM:** Jennifer Rodenbeck, Director of Finance and Business Operations  
Julie Sorensen, Information Systems Manager  
**DATE:** August 8, 2022  
**SUBJECT:** Nondisclosure agreements for City View

The City has been investigating options for a replacement financial system and community development software. We released an RFP the later part of February. The team has scored the RFPs and invited two vendors in for scripted demonstrations. One of the vendors giving demonstrations is City View.

The City has requested that we record the demonstrations so that we can share with staff not able to attend the demonstrations. Because of this request, City View has requested that the City enter into a nondisclosure agreement (NDA).

I've included the NDA for City View for your review and approval. City attorney Kevin Rogers has suggested this go before council because only Council may contract for the City unless another contract approved by Council or Resolution of Council delegated the authority to another to enter into a contract. We do not have a resolution or another contract in place to delegate authority.

Please feel free to contact us with any questions.

Attachments:  
Cedar Falls Iowa – recorded demo NDA (City View)

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

Effective Date: 12 July 2022

In order to protect certain confidential information which may be disclosed between them, **N. Harris Computer Corporation** ("CityView"), and **City of Cedar Falls IA**, agree that:

1. Both parties are DISCLOSERS and RECIPIENTS of confidential information.
2. The confidential information disclosed under this Agreement shall be marked or otherwise identified as Confidential or Proprietary, and shall include without limitation of data, plans, reports, drawings, forecasts, software, trade secrets, technical, business or financial information transmitted orally, in writing or electronically, which is not published or readily available to the general public.
3. RECIPIENT shall use the confidential information exclusively for the purpose of gaining a better understanding of the solutions that CityView offers and provide the RECIPIENT's team a consistent level of knowledge so that, as consultants, RECIPIENT can offer the best advice to clients. RECIPIENT shall not disclose or otherwise use the confidential information for any other project or purpose or in any other way without first obtaining written permission from the DISCLOSER.
4. All tangible documentation, Webex recordings and other materials provided to RECIPIENT under this Agreement shall remain the property of the DISCLOSER and shall be returned to the DISCLOSER or completely destroyed, in the case of electronic files. A certificate of destruction will be provided upon written request from the DISCLOSER. RECIPIENT shall make no copies of any tangible documentation or materials provided hereunder, except to the extent necessary for the permitted use. RECIPIENT shall retain no copies, and shall return all copies when originals are returned or destroyed.
5. RECIPIENT shall use the same degree of care to prevent the unauthorized use, dissemination or publication of the confidential information as RECIPIENT uses to protect its own confidential information of a like nature, but no less than a reasonable degree of care.
6. This Agreement shall commence on the Effective Date, and may be terminated by either party on not less than ten (10) days prior written notice to the other party. RECIPIENT's duty to protect confidential information disclosed under this Agreement shall extend for five (5) years from the date of termination.
7. RECIPIENT may disclose the confidential information provided hereunder to such employees as may be directly involved in the project, but to no other persons. Upon request, RECIPIENT shall provide DISCLOSER with a list of all persons having had access to such confidential information.
8. This Agreement imposes no obligation upon a RECIPIENT with respect to disclosed information which:
  - (a) was in RECIPIENT's possession before receipt, as evidenced by written records;
  - (b) is or becomes a matter of public knowledge through no fault of RECIPIENT;
  - (c) is rightfully obtained by RECIPIENT from a third party who is legally free to pass on such information without a duty of confidentiality;
  - (d) is disclosed by DISCLOSER to a third party without a duty of confidentiality on the third party;
  - (e) is independently developed by RECIPIENT without reference to the disclosed confidential information; or
  - (f) is required to be disclosed by operation of law.





## DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8600  
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**MEMORANDUM**  
Information Systems Division

**TO:** Honorable Mayor Rob Green and City Council  
**FROM:** Jennifer Rodenbeck, Director of Finance and Business Operations  
Julie Sorensen, Information Systems Manager  
**DATE:** August 8, 2022  
**SUBJECT:** Nondisclosure agreements for Tyler

The City has been investigating options for a replacement financial system and community development software. We released an RFP the later part of February. The team has scored the RFPs and invited two vendors in for scripted demonstrations. One of the vendors giving demonstrations for both the financial system and the Community Development software is Tyler.

The City has requested that we record the demonstrations so that we can share with staff not able to attend the demonstrations. Because of this request, Tyler has requested that the City enter into a nondisclosure agreement (NDA).

I've included the NDA for Tyler for your review and approval. City attorney Kevin Rogers has suggested this go before council because only Council may contract for the City unless another contract approved by Council or Resolution of Council delegated the authority to another to enter into a contract. We do not have a resolution or another contract in place to delegate authority.

Please feel free to contact us with any questions.

Attachments:  
Tyler NDA – Recorded demo – DEMO Ready Q120

## CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Confidentiality & Non-Disclosure Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ between Tyler Technologies, Inc., with offices at 1 Tyler Drive, Yarmouth, Maine 04096 (“Tyler”) and, City of Cedar Falls, Iowa, with offices at 220 Clay Street C, Cedar Falls, Iowa 50613 (the “Client”), with Tyler and the Client also being referred to individually herein as a “Party,” and collectively as the “Parties.”

WHEREAS, Tyler may disclose Confidential Information, as hereinafter defined, to the Client during a recorded demonstration provided in connection with Tyler’s response to a Client Request for Proposal; and

WHEREAS, the Parties may thereafter continue to exchange Confidential Information during the proposal evaluation process; and

WHEREAS, whereas each Party desires to protect its Confidential Information;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- I. **Confidential Information.** As used in this Agreement, “Confidential Information” means all information of the Parties, in whatever form transmitted, including but not limited to Tyler’s recorded demonstration, that:
  - A. is not generally known to the public, whether of a technical, business or other nature including, without limitation any and all intellectual property rights either Party holds in and to its software, services and/or documentation, including patents, copyrights, and trademarks and trade secrets;
  - B. is disclosed by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) or that is otherwise learned by the Receiving Party in the course of its discussions or business dealings with, or due to its physical or electronic access to the premises or property of, the Disclosing Party; and/or
  - C. has been identified as being proprietary and/or confidential, or that would reasonably be deemed to be proprietary and/or confidential based upon the nature of the circumstances surrounding its disclosure or receipt.
  
- II. **Exceptions.** “Confidential Information” does not include information which
  - A. becomes generally available to the public other than as a result of a disclosure by the Receiving Party;
  - B. was available to the Receiving Party on a non-confidential basis prior to its receipt by the Receiving Party;
  - C. becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, its representatives or its agents, provided that such source is not bound by a confidentiality agreement with the Disclosing Party, its representatives or its agents or otherwise is prohibited from transmitting the information to the Receiving Party by a contractual, legal or fiduciary obligation; or
  - D. was independently developed by the Receiving Party without access to or the benefit of the Confidential Information.
  
- III. **Use of Confidential Information.** The Receiving Party, except as expressly provided in this Agreement, will not disclose Confidential Information to anyone without the Disclosing Party’s prior written consent. In addition, the Receiving Party will not use, or permit others to use, Confidential Information for any purpose other than for the limited purpose or purposes for which the disclosure of the Confidential Information is originally made. *Permitted use of Tyler’s recorded demonstration is exclusively limited to the Client’s internal reference for the purposes of evaluating proposal responses.* Permitted use of other Confidential Information under this

Agreement may include disclosure of that other Confidential Information to employees or representatives of the Receiving Party provided, however, that the Receiving Party informs such person or persons of this Agreement and will be responsible for any breach of this Agreement by such person or persons.

- IV. **Exportation.** Neither Party shall export, directly or indirectly, any technical data acquired from the other Party pursuant to this Agreement or any product utilizing any such data to any country for which the United States government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.
- V. **Public Records or Governmental Request.** Should the Receiving Party receive a public records request, or otherwise be directed by any governmental authority to disclose any or all of the Disclosing Party's Confidential Information, the Receiving Party shall promptly provide notice to the Disclosing Party of such request to allow the Disclosing Party an opportunity to prevent such disclosure in accordance with applicable law.
- VI. **Ownership of Confidential Information.** All Confidential Information will remain the exclusive property of the Disclosing Party, and the Receiving Party will have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein or in a separate written agreement specifically granting such rights.
- VII. **Protection of Confidential Information.** The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information, and, in any event, at least in a manner considered commercially reasonable.
- VIII. **Unauthorized Disclosure.** The Receiving Party shall immediately notify the Disclosing Party upon the discovery of any loss or unauthorized disclosure or use of the Confidential Information of the Disclosing Party.
- IX. **Injunctive Relief.** Each Party acknowledges and agrees that a breach by it or one of its affiliates, employees or representatives of any of the covenants set forth in this Agreement will cause irreparable injury to the other Party and its business for which damages, even if available, will not constitute an adequate remedy. Accordingly, each Party, for itself and its affiliates, employees and representatives, agrees that the other Party, in addition to any other remedy available at law or in equity, shall be entitled to the issuance of injunctive relief (including, without limitation, specific performance) by a court of competent jurisdiction in order to enforce the covenants and agreements contained herein. Nothing herein shall constitute a waiver of any immunity afforded the Client.
- X. **RESERVED.**
- XI. **Non-waiver.** Any failure by either Party to enforce performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- XII. **No Trading in Tyler Common Stock.** The Client acknowledges that Tyler is a publicly-traded company listed on the New York Stock Exchange, and therefore agrees that any material, nonpublic Confidential Information regarding Tyler that is disclosed to the Client may not be used as a basis for trading in Tyler stock by the Client or its representatives.
- XIII. **Assignment.** Neither Party may assign this Agreement or any rights or obligations hereof without the prior written consent of the other Party, and any attempted assignment without such consent shall be null, void, and of no effect. Notwithstanding the foregoing, Tyler may without the prior written

consent of the Client, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler’s assets.

- XIV. **Survival.** The Receiving Party’s obligations under this Agreement shall survive termination or expiration of this Agreement and shall be binding upon the Receiving Party’s heirs, successors, and assigns, as applicable.
- XV. **Notices.** All notices or communications required or permitted as a part of this Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:
  - A. actually received,
  - B. upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the Party,
  - C. upon receipt by sender of proof of email delivery, or
  - D. if not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the Party may have designated by notice or Agreement amendment to the other Party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended Receiving Party of a new address will be borne by the intended Receiving Party. The addresses of the Parties to this Agreement are as follows:

Tyler Technologies, Inc.	<u>Client:</u>	<u>City of Cedar Falls</u>
1 Tyler Drive	<u>Client Address 1:</u>	<u>220 Clay Street C</u>
Yarmouth, ME 04096	<u>Client City/State/Zip:</u>	<u>Cedar Falls, IA 50613</u>
Attention: Chief Legal Officer	<u>Attention:</u>	<u></u>

- XVI. **Cumulative Nature of Obligations.** Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express, implied, in fact or in law.
- XVII. **Governing Law.** This Agreement will be governed by, and construed in accordance with, the substantive laws of the Client’s state of domicile, without giving effect to any conflicts-of-law rule or principle that might require the application of the laws of another jurisdiction.
- XVIII. **Jurisdiction & Venue.** Any judicial proceeding brought by or against any of the Parties to this Agreement on any dispute arising out of this Agreement or any matter related hereto shall be brought exclusively in a federal or state court of competent jurisdiction in your state of domicile. By execution and delivery of this Agreement, each of the Parties to this Agreement accepts for itself the exclusive jurisdiction and venue of the aforesaid courts, and irrevocably agrees to be bound by any final non-appealable judgment rendered in connection with this Agreement. Each Party expressly waives any objection (including, without limitation, objections based on *forum non conveniens*) which any Party may have now or hereafter to the laying of venue or to the jurisdiction of any such suit, action, or proceeding, and irrevocably submits generally and unconditionally to the jurisdiction of any such court in any such suit, action, or proceeding. Each Party hereby agrees that in connection with any such suit, action, or proceeding, service of process may be accomplished by certified mail, return receipt requested, to the president, managing partner, or other appropriate official at the address set forth in the Notices section above.
- XIX. **Severability.** If any term or provision of this Agreement or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

XX. **Amendment.** This Agreement may only be modified by written amendment signed by authorized representatives of both Parties.

XXI. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same Agreement.

XXII. **Term and Termination.** This Agreement is intended to cover Confidential Information disclosed or received by either Party prior or subsequent to the date of this Agreement. Unless otherwise earlier terminated, this Agreement automatically will expire five (5) years from the date first written above; provided, however, that each Party's obligations with respect to the other Party's Confidential Information disclosed or received prior to termination or expiration will survive until such Confidential Information ceases to be confidential.

XXIII. **Return of Materials.** Upon termination or expiration of this Agreement, or upon receipt of written request from the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all documents or other tangible materials representing the Disclosing Party's Confidential Information, including any copies made thereof.

XXIV. **Entire Agreement.** This Agreement represents the entire agreement of the Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. The Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by a duly authorized representative to be effective as of the last date set forth below.

**Tyler Technologies, Inc.**

**Client:** City of Cedar Falls, Iowa

By: Sherry Clark

By: \_\_\_\_\_

Name: Sherry Clark

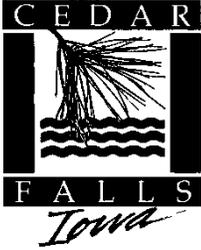
Name: \_\_\_\_\_

Title: Group General Counsel

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

Date: August 8, 2022

Date: \_\_\_\_\_



## FINANCE &amp; BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8600  
FAX 319-268-5126

**MEMORANDUM**  
Public Records Division

**TO:** Honorable Mayor Green and City Council  
**FROM:** Jacque Danielsen, MMC, City Clerk  
**DATE:** August 4, 2022  
**SUBJECT:** Iowa Department of Transportation – Transfer of Jurisdiction  
TJ-218-0(125)—2M-07, Agreement No. 90-TJ-002  
Quit Claim Deed – Portions of University Avenue, Main Street, West 6<sup>th</sup>  
Street and Franklin Street (Old US Highway 218)

The Iowa Department of Transportation has recorded with the Black Hawk County Recorder's Office the attached Quit Claim Deed, in conjunction with the 1990 Transfer of Jurisdiction of portions of University Avenue, Main Street, West 6<sup>th</sup> Street and Franklin Street, f/n/a U.S. Highway 218.

City staff recommends that City Council accept the Quit Claim Deed to complete the above reference transfer in compliance with Iowa Code Section 306.42.

Thank you.



April 14, 2022

**When communicating, refer to:**

Black Hawk County  
Transfer of Jurisdiction  
TJ-218-0(125)--2M-07  
Agreement No. 90-TJ-002

David Wicke  
City Engineer  
220 Clay Street  
Cedar Falls, Iowa 50613

Dear Mr. Wicke:

Enclosed is the recorded Quitclaim Deed conveying a portion of former Primary Road No. U.S. 218, which is now a part of the municipal street system known as University Ave., Main St., West 6<sup>th</sup> St., & Franklin St., to the City of Cedar Falls, Iowa. The original acquisition documents with plats will be mailed to you. These documents are provided to complete the above referenced Transfer of Jurisdiction in compliance with Iowa Code Section 306.42. Please deliver them to the appropriate office.

Sincerely,

Allyssa Myers  
Fiscal & Title Section  
Right of Way Bureau

aem

Enc.

c: E. Jon Ranney, District Engineer  
Nick Humpal, Assistant District Engineer  
Barry Thede, Maintenance Manager  
Miranda Eilders, District Land Surveyor  
Brent Christian, Advertising Management  
Hannah Bibiano, Agreements Specialist  
Katie Johnson, Production Coordinator  
Mike Jackson, Title & Closing Supervisor



Number: 202200019687  
Recorded: 4/7/2022 at 3:28:23.0 PM  
County Recording Fee: \$47.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$50.00  
Revenue Tax: \$0.00  
Sandie L. Smith, RECORDER  
Black Hawk County, Iowa



Prepared by & Return to: Allyssa Myers, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010, 515-239-1757  
Address Tax Statements: Tax Exempt-IA Code Sec. 427.1 City of Cedar Falls Engineer, 220 Clay St., Cedar Falls, IA 50613

STATE OF IOWA  
IOWA DEPARTMENT OF TRANSPORTATION  
**QUITCLAIM DEED**  
TO THE CITY OF CEDAR FALLS, IOWA

The Iowa Department of Transportation, by Scott Marler, Director, acting for the State of Iowa by authority of Iowa Code Section 306.42, hereby quitclaims unto the **CITY OF CEDAR FALLS, IOWA**, all its right, title and interest, however acquired, in all land used as street and highway right of way, all roadway, and all right of way and roadway appurtenances thereto, and any bridges, culverts or structures that may be situated thereon, to the following described roadway situated in Black Hawk County, Iowa, to-wit:

That portion of former Primary Road No. U.S. 218, which is now a part of the municipal street system known as University Avenue, Main Street, West 6<sup>th</sup> Street and Franklin Street, from Primary Road No. IA 58 beginning at a point described as being N89°18'58"E 483.09 feet from the N1/4 Corner of Section 24, Township 89 North, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa; thence westerly on University Avenue to Main Street; thence northerly on Main Street to 6<sup>th</sup> Street; thence westerly on 6<sup>th</sup> Street to Franklin Street; thence north on Franklin Street to the south right of way line of Primary Road No. IA 57 (1<sup>st</sup> Street), a length of approximately 2.03 miles. For the purpose of this point of beginning, the North line of the NE ¼ of said Section 24 is assumed to bear N89°18'58"E.

This instrument hereby transfers all access rights, if any, acquired for the above described roadway, excepting and reserving to the Grantor all rights of direct access to University Avenue in the City of Cedar Falls, Iowa.

Title and interest to part of the above described roadway was acquired by the State of Iowa through the following title instrument(s) filed and recorded in the records of Black Hawk County, Iowa.

<u>GRANTOR(S)</u>	<u>GENERAL LOCATION</u>		<u>TYPE OF INSTRUMENT</u>	<u>DATE FILED</u>	<u>BOOK</u>	<u>PAGE</u>
	<u>¼ ¼ SECTIONS LOTS, BLOCKS</u>	<u>SEC-TWP- RNG</u>				
Iowa St. Teachers College	NE ¼	24-T89N- R14W	03/10/1970	03/10/1970	489	15
Except that portion transferred to the City of Cedar Falls in a Quit Claim Deed recorded September 4, 2014, as Doc. No. 201500004194.						
Fred M. Messerer, et ux	Lot 46 Fairvalley Addition	13-T89N- R14W	Easement	02/29/1952	110	429
Mary Dall Jensen	Lot 3, Block 20 JR & S Cameron's 2 <sup>nd</sup> Addition	13-T89N- R14W	Warranty Deed	12/24/1962	434	142

<u>GRANTOR(S)</u>	<u>¼ ¼ SECTIONS LOTS, BLOCKS</u>	<u>SEC-TWP- RNG</u>	<u>TYPE OF INSTRUMENT</u>	<u>DATE FILED</u>	<u>BOOK</u>	<u>PAGE</u>
George Newgard, et ux	Lot 4, Block 20 JR & S Cameron's 2 <sup>nd</sup> Addition	13-T89N- R14W	Warranty Deed	6/26/1962	430	282
Vernon C. LaVelle, et ux	Lot 5, Block 13 Taylor's 2 <sup>nd</sup> Addition	13-T89N- R14W	Warranty Deed	6/26/1962	430	279
Fred Petersen, et ux	Lots 1 and 2, Block 21 JR & S Cameron's 2 <sup>nd</sup> Addition	13-T89N- R14W	Warranty Deed	8/31/1962	431	630
Mathilda H. Koborg	Lot 2, Block 21 JR & S Cameron's 2 <sup>nd</sup> Addition	13-T89N- R14W	Warranty Deed	7/30/1962	431	146
Mildred Thode	Lot 3, Block 21 JR & S Cameron's 2 <sup>nd</sup> Addition	13-T89N- R14W	Warranty Deed	7/2/1962	430	396
Ferrol R. Huyck, et vir	Lot 4, Block 21 JR & S Cameron's 2 <sup>nd</sup> Addition	13-T89N- R14W	Warranty Deed	6/26/1962	430	281
Roger L. Clay, et ux	Part of Lot 4 of Auditor's Plat No. 14	13-T89N- R14W	Warranty Deed	6/25/1962	430	258
Lawrence E. Bitcon, et ux	Part of Lot 2 in Auditor's Plat No. 11	13-T89N- R14W	Condemnation	09/04/1962	142	553

Title and interest to any remainder of the above described roadway has never been conveyed by title instruments to the State of Iowa. All available descriptions, plats, maps, or engineering drawings will be transmitted in accord with Iowa Code Section 306.42(1).

This transfer is subject to the rights of all utilities in possession of any right of way and all rights of ingress and egress whether excepted, reserved, or granted by the transferring authority to land or to owners of land adjacent to the above described roadway.

This transaction is exempt from transfer tax and a Declaration of Value is not required because the State of Iowa is the grantor, pursuant to Iowa Code Section 428A.2(6).

The Grantee for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this deed for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, the Grantee shall maintain and operate such facilities and services in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Iowa Department of Transportation, acting for the State of Iowa, shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Iowa Department of Transportation, acting for the State of Iowa, and its assigns.

Should Grantee elect to dispose of these premises in the future, Grantee acknowledges that these premises were acquired for highway purposes and therefore any future disposal shall be in accordance with Iowa Code 306.23 in regard to the disposal of highway right of way.

Signed this 28<sup>th</sup> day of March, 2022.

Scott Marler  
Scott Marler, Director  
Iowa Department of Transportation

STATE OF IOWA, STORY COUNTY, ss:

On this 28<sup>th</sup> day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Marler, to me personally known, and who, being by me duly sworn, did say that he is the Director of the Iowa Department of Transportation; that he signed this deed on behalf of the State of Iowa by authority of Order No. H-91-14 of the State Transportation Commission dated July 3, 1990.



(AFFIX NOTARIAL SEAL ABOVE ▲)

Sheri L. Raab (Sign in Ink)  
Notary Public.

Approved as to form:

Shean Fletchall  
Special Assistant Attorney General

By Michael S. Moss (Date) 3-25-2022  
Michael S. Moss (Type/Print Name)  
Assistant Attorney General

RESOLUTION NO. 8286

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE AGREEMENT WITH THE IOWA DEPARTMENT OF TRANSPORTATION PROVIDING FOR THE TRANSFER OF JURISDICTION OF U.S. HIGHWAY 218 TO THE CITY OF CEDAR FALLS, IOWA.

WHEREAS, the Iowa Department of Transportation has proposed to transfer what has been U. S. Highway 218 to the City of Cedar Falls, Iowa, the same to become a part of the street system of the City of Cedar Falls, Iowa, and

WHEREAS, the Department of Transportation has agreed to make the necessary repairs to said highway and to put it in a good state of repair prior to completion of the transfer of jurisdiction,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the addendum to the agreement between the City of Cedar Falls, Iowa, and the Iowa Department of Transportation, providing for the transfer of jurisdiction of ownership of what is now known as U. S. Highway 218 within the City of Cedar Falls, Iowa, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of Cedar Falls, Iowa.

ADOPTED this 11th day of March, 1991.



ATTEST:

Gary L. Hesse  
Gary L. Hesse, City Clerk

Jon T. Crews  
Jon T. Crews, Mayor

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7-66

IOWA DEPARTMENT OF TRANSPORTATION  
AGREEMENT FOR TRANSFER OF PUBLIC ROAD JURISDICTION

CITY: Cedar Falls, Iowa

Agreement No.: 90-TJ-002

Project No.: TJ-218-0(125)--2M-07

This AGREEMENT entered into by and between the Iowa Department of Transportation, hereinafter designated as STATE; and Cedar Falls, Iowa, hereinafter designated as CITY; and in consideration of these premises and the mutual covenants hereinafter set forth, it is hereby agreed that the public road segments described below be transferred:

WITNESSETH, that

- I. In compliance with the provisions of Section 306.8 and Section 306.43, Code of Iowa 1989, the STATE agrees to transfer to the CITY the public road segment including right-of-way as follows:

That portion of U.S. Highway 218 beginning at the east corporate limits of the CITY and extending west and north to the junction of Iowa Highway 57 (First Street), a length of approximately 4.03 miles, as shown on Exhibit A attached.

- A. The CITY agrees to accept the public road segment described in Section I of this agreement into its municipal street system in accordance with the provisions of Section 306.42, Code of Iowa 1989 and this Agreement.
- B. The CITY and STATE do hereby jointly agree to the jurisdictional change stated above in the manner provided in this Agreement and pursuant to Section 306.42 and Section 313.2 of the Code of Iowa 1989 which authorizes such Agreements respecting highways.
- C. The CITY and the STATE have examined the physical condition of the public road segment described in Section I of this agreement and have agreed that:
  - 1. On the section beginning at the end of the east return of the South Main Street/University Avenue intersection, and extending east 1300 feet, the STATE shall, at

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- its cost, and as part of the IX-58 relocation project;
- a. perform any necessary surface preparation and/or milling, and;
  - b. resurface using 3 inches of asphalt surface course.
2. On the section beginning 1300 feet east of the end of the east return of the South Main Street/University Avenue intersection and extending east to the CITY's east corporate limits, the STATE shall, at its cost;
- a. mill 1 1/2-inch of the A.C.C. surface. The milling shall be of uniform depth, including areas over existing loop detectors. If any loop detectors are damaged, they will be replaced by the STATE at no cost to the CITY. The CITY shall conduct testing on the loop detectors to determine if any are damaged;
  - b. perform necessary surface and full-depth pavement patching;
  - c. remove the 9-inch P.C.C. dowelled-on median and underlying P.C.C. pavement;
  - d. construct a 2.5-foot wide median curb and gutter unit;
  - e. construct 4-foot wide median curb units at the left turn areas;
  - f. place suitable earth fill material, including top soil, within the median area for CITY-performed seeding and landscaping; and
  - g. resurface using 3 inches of asphalt surface course which will include the recycled A.C.C. millings.
3. On the section beginning at the end of the south return of the University Avenue/South Main Street intersection and extending north to the end of the 1985 resurfacing (and including the east and west returns of the University Avenue/South Main Street intersection), the STATE shall, at its cost;

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- a. remove and replace the 9-inch P.C.C. doweled-on median;
      - b. perform the necessary surface and full-depth pavement patching and crack sealing; and
      - c. resurface using 3 inches of asphalt surface course.
    4. On the section beginning at the end of the 1985 resurfacing and extending north to Iowa Highway 57, the STATE shall, at its cost,
      - a. perform necessary crack sealing.
  - D. The transfer of jurisdiction of the public road segment described in Section I of this agreement shall take place following the execution of this agreement by both the CITY and the STATE as follows:
    1. The CITY shall assume jurisdiction of the public road segment described in Section I of this agreement following completion of the repairs listed in Sections I.C.2 through I.C.4, and upon notification from the STATE to the CITY of the STATE's intention to transfer.
- II. The CITY has inspected the public road segment described in Section I of this agreement and agrees to accept said road subject to the conditions set forth therein. In accordance with Section 306.42(6), Code of Iowa 1989, neither the CITY nor the STATE shall be held liable for any claim for damage for any act or omission relating to the design, construction, or maintenance of the public road segment described in Section I of this agreement that occurred prior to the effective date of the transfer.
- III. The STATE shall transfer to the CITY by quit-claim deed all its legal or equitable title or interest in the right-of-way, except as noted in Section IV following, of the public road segment described in Section I of this agreement. The CITY shall accept said deed, pursuant to Section 306.42, Code of Iowa 1989.
- IV. For the public road segment described in Section I, if the STATE has acquired access rights by warranty deed, the CITY shall neither alter those rights nor allow any new access within 150 feet from the near edge of any remaining primary highway intersection.

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- V. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgement shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
- VI. This Agreement shall be executed in two counterparts, each of which shall constitute but one and the same instrument.
- VII. This Agreement as set forth in Sections I through VII herein (inclusive) represents the entire Agreement between the CITY and the STATE. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum to this Agreement.

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IN WITNESS THEREOF, each of the parties hereto has executed Agreement No. 90-TJ-002 as of the date shown opposite its signature hereafter.

CITY OF CEDAR FALLS, IOWA

BY: [Signature] JUNE 11, 1990  
Title Mayor

I, KENNETH TEWALT, certify that I am the Clerk of the CITY, and that ION T. CREWS, who signed said Agreement for and on behalf of the CITY was duly authorized to execute the same by virtue of a formal resolution passed and adopted by the CITY on the 11<sup>TH</sup> day of JUNE, 1990.

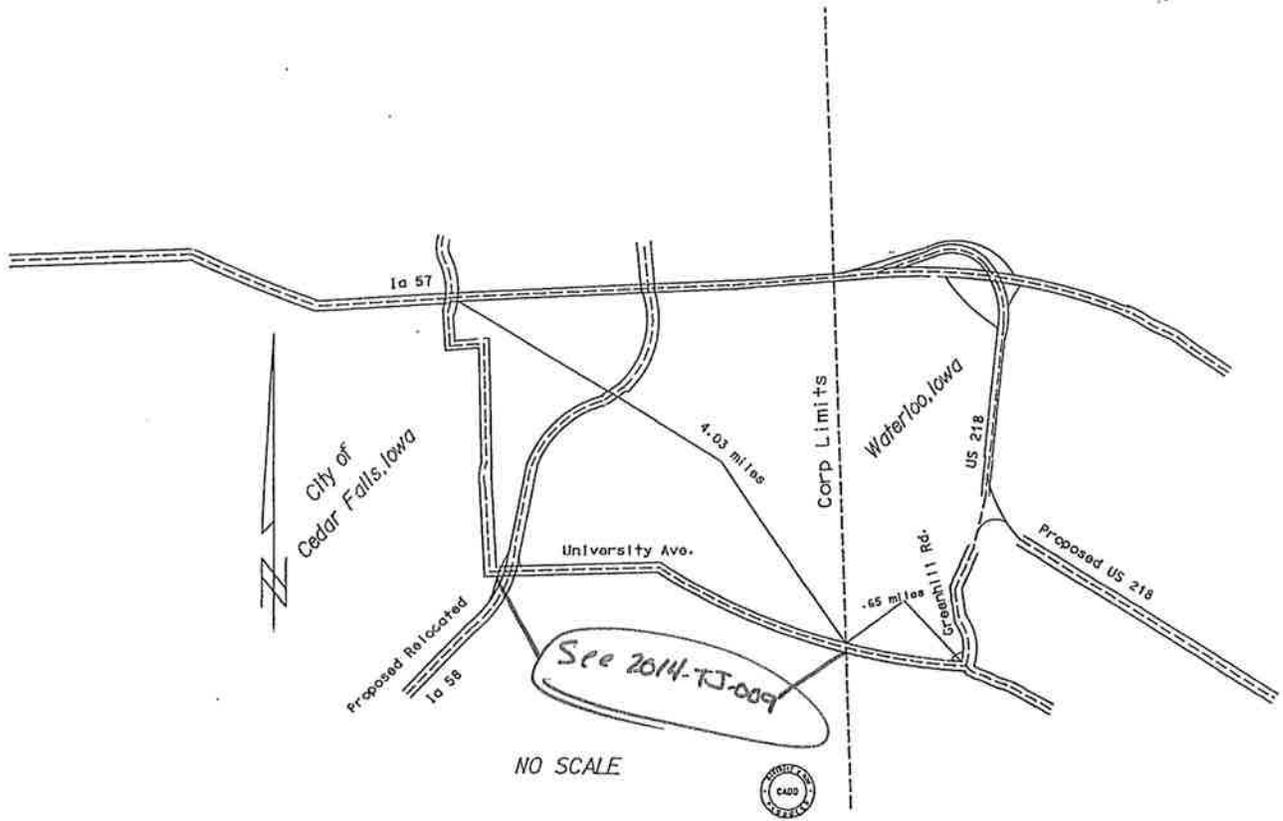
Signed [Signature]  
City Clerk of Cedar Falls

Date JUNE 11, 1990

IOWA DEPARTMENT OF TRANSPORTATION

BY [Signature] Date 7/3, 1990  
K. L. Humphrey - Chief Engineer  
Highway Division Director

Comm. Order No. H-91-14



NO SCALE

NOTE:  
 From Hwy 58 to ECL  
 has been transferred.  
 2014-TJ-009 - QCD is filed.  
 Part Remaining is  
 From Hwy 58 W 1/2 N to  
 Hwy 57  
 - KJ

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Inspection Services Division*

**TO:** Honorable Mayor Robert Green & City Council

**FROM:** Jamie Castle, AIA  
Building Official

**DATE:** August 9, 2022

**SUBJECT:** City Hall Remodel Furniture Contract

At the July 6, 2022 Council Meeting the City Hall Remodel Furniture Bids were reviewed. At that time the low bid submitted by Kirk Gross Company for a total of \$378,647.51 was accepted. Attached are the official contract, performance bond, payment bond, and certificate of liability insurance. We are asking for approval to move forward with a fully executed contract.

# AIA<sup>®</sup> Document A151™ – 2019

## **Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)**

**AGREEMENT** made as of the Sixth day of July in the year Two Thousand Twenty-Two  
(In words, indicate day, month, and year.)

**BETWEEN** the Owner:  
(Name, legal status, address, and other information)

City of Cedar Falls, Iowa  
220 Clay Street  
Cedar Falls, IA 50613  
Telephone Number: 319.268.5189

and the Vendor:  
(Name, legal status, address, and other information)

Kirk Gross Company  
4015 Alexandra Drive  
Waterloo, IA 50704  
Telephone Number: 319.234.6641

for the following Project:  
(Name, location, and detailed description)

Furniture for Cedar Falls City Hall Remodel

Cedar Falls, Iowa

Furniture to accommodate the concurrent remodel of City Hall for the City of Cedar Falls.

The Architect:  
(Name, legal status, address, and other information)

Emergent Architecture  
100 E 2nd St, Ste 204  
Cedar Falls, IA 50613  
Telephone Number: 319.529.3945

The Owner and Vendor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

## TABLE OF ARTICLES

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### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 Governing Law, including the Uniform Commercial Code

This Agreement is for the sale of goods, specifically furniture, furnishings, and equipment (FF&E), and shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rule and including the jurisdiction's Uniform Commercial Code (UCC) as adopted. If this Agreement conflicts with terms provided by the UCC, the Agreement shall prevail. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.7.

#### § 1.2 The Contract Documents

The Contract Documents are enumerated in Article 15 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Vendor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

#### § 1.3 The Contract

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior proposals, offers, terms and conditions, negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Vendor. The primary purpose of the Contract is the sale of goods, and any services provided are incidental to such primary purpose.

Init.

#### § 1.4 Modifications

A Modification is a written amendment to the Contract for changes in the Work signed by both parties or a written order for a minor change in the Work signed by the Architect. A minor change in the Work is a change that is consistent with the intent of the Contract Documents and does not involve an adjustment in the Contract Sum or an extension of the Contract Time.

#### § 1.5 The Work

The Work means the Vendor's performance, including the sale of FF&E and any incidental fabrication, shipping, warehousing, delivery, installation, and other items or services required by the Contract Documents and provided, or to be provided, by the Vendor. The Work includes all labor, materials, temporary protection, storage, and equipment necessary to fulfill the Vendor's obligations, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project.

#### § 1.6 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.7 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.7.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Vendor, sub-vendors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.7.2 The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors, and suppliers may not use the Instruments of Service on other projects, or in connection with additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

#### § 1.8 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

#### § 1.9 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its vendors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

#### § 1.10 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.11 Notice**

**§ 1.11.1** Except as otherwise provided in Section 1.11.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission as set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

Via email to both Owner's representative(s) and Architect's representative(s) with "Read Receipt" enabled on all correspondences.

**§ 1.11.2** Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

**§ 1.12 Assignment of Contract**

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Vendor, assign the Contract to a lender providing financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Vendor shall execute all consents reasonably required to facilitate such assignment.

**ARTICLE 2 CONTRACT SUM AND PAYMENTS**

**§ 2.1 Contract Sum**

**§ 2.1.1** The Owner shall pay the Vendor the Contract Sum in current funds for the Vendor's performance of the Contract. The Contract Sum shall be Three Hundred Seventy-Eight Thousand, Six Hundred Forty-Seven Dollars and Fifty-One Cents ( \$378,647.51 ), subject to additions and deductions as provided in the Contract Documents.

**§ 2.1.2 Alternates**

**§ 2.1.2.1** Alternates, if any, included in the Contract Sum:

Item	Price
None	

**§ 2.1.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
Not Applicable		

**§ 2.1.3** Unit prices, if any:

*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
None		

**§ 2.1.4** Allowances, if any, included in the Contract Sum:

*(Identify each allowance.)*

Item	Price
None	

**§ 2.1.5** Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

Init.

None

§ 2.1.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

§ 2.2 Payments

§ 2.2.1 The Owner shall make payments to the Vendor in conformance with the following payment terms:

(Insert payment terms, such as payment due dates, deposit requirements, and prompt payment discounts, if any.)

Applications for Payment shall be submitted to the Architect no later than the last day of the month. Payment shall be made following approval by City Council at the meeting on the 3rd Monday of the following month.

§ 2.2.2 When payment is due pursuant to the payment terms of Section 2.2.1, the Vendor shall submit to the Owner via the Architect an itemized invoice, supported by data substantiating the Vendor's right to payment.

§ 2.2.3 Except with the Owner's knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Owner's employees or consultants, that would reasonably appear to compromise the Owner's employees' or consultants' judgment with respect to this Project.

ARTICLE 3 TIME

§ 3.1 Contract Time

§ 3.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for completion of the Work. The Contract Time shall be measured from the date of commencement. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 3.1.2 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Vendor confirms that the Contract Time is a reasonable period for performing the Work.

§ 3.1.3 If the Vendor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor's control; or (3) other causes that the Vendor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 14.

§ 3.1.4 If the Vendor fails to achieve completion of the Work as provided in this Article 3, liquidated damages, if any, shall be assessed as set forth in Section 2.1.5.

§ 3.2 Date of Commencement

The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement with furniture installed in phases as indicated on the drawings.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

(Paragraph Deleted)

§ 3.3 Completion

§ 3.3.1 Completion of the Work occurs upon acceptance of all FF&E in the Contract Documents in accordance with Article 8.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Vendor shall achieve completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ X ] By the following date: December 23, 2022.

§ 3.3.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to completion of the entire Work, the Vendor shall achieve completion of such portions by the following dates:

Portion of Work	Completion Date
Phase I	09/12/2022 or as coordinated with Owner and Peters Construction Company
Phase II	12/23/2022 or as coordinated with Owner and Peters Construction Company

ARTICLE 4 OWNER

§ 4.1 The Owner's Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall not be changed without ten days' prior notice to the Vendor. The Owner identifies the following representative:

(Name, address, email address, and other information)

Jamie Castle
220 Clay Street
Cedar Falls, IA 50613
Telephone Number: 319.268.5189
Email Address: jamie.castle@cedarfalls.com

§ 4.2 Information and Services Required of the Owner

§ 4.2.1 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.2.2 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may use to perform the Work;
.2 access to the Project premises for the Vendor at reasonable times;
.3 information regarding any restrictions on the use of, or access to, the Project premises;
.4 suitable space for receipt, inspection, acceptance, and staging of materials and FF&E;
.5 utilities and facilities on the Project premises and vertical transportation necessary for progress and execution of the Work; and
.6 a secured premises for storage of FF&E until acceptance.

§ 4.2.3 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 5 VENDOR

§ 5.1 The Vendor's Representative

The Vendor shall identify a representative authorized to act on behalf of the Vendor with respect to the Project. The Vendor's representative shall not be changed without ten days' prior notice to the Owner and Architect. The Vendor identifies the following representative:

(Name, address, email address, and other information)

Init.

Greg Vandersee  
 4015 Alexandra Dr  
 Waterloo, IA 50702  
 Cell: 319.243.8585  
 Email Address: gregvandersee@kirkgross.com

**§ 5.2** The Vendor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract.

**§ 5.3** The Vendor shall coordinate its Work with the work provided by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor may communicate with the Owner's other vendors, consultants, and contractors, for the purposes of completing the Work. The Vendor shall keep the Owner reasonably informed of any such communications. The Vendor shall be entitled to rely on the accuracy and completeness of work and information furnished by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission, or inconsistency in such work or information.

**§ 5.4 Review of Contract Documents and Inspection of Project Premises by Vendor**

**§ 5.4.1** Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises, if required in the Contract Documents, and correlated personal observations with requirements of the Contract Documents.

**§ 5.4.2** Before starting each portion of the Work, including placing orders for FF&E, the Vendor shall (1) carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 4.2; (2) visit and inspect the Project premises in order to gain an understanding of the conditions under which the Work is to be performed; (3) determine availability of facilities for access, delivery, transportation, and staging; (4) determine any restrictions imposed by the Owner and the Owner's separate vendors and contractors; and (5) correlate observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner and Architect conditions observed that would impede the Vendor's performance of the Work. The Vendor's obligations to review the Contract Documents are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Vendor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review is made in the Vendor's capacity as a vendor and not as a licensed design professional, unless otherwise specifically provided for in the Contract Documents.

**§ 5.4.3** The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall promptly report to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

**§ 5.4.4** If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 5.4.2 or 5.4.3, the Vendor shall submit Claims as provided in Article 14. If the Vendor fails to perform the obligations of Sections 5.4.2 or 5.4.3, the Vendor shall pay such costs and damages to the Owner, subject to Section 14.12, as would have been avoided if the Vendor had performed such obligations. If the Vendor performs those obligations, the Vendor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

**§ 5.5 Supervision**

**§ 5.5.1** The Vendor shall supervise and direct the Work using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of fabrication, shipment, delivery, and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**§ 5.5.2** The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its sub-vendors.

**§ 5.5.3** The Vendor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition for subsequent Work.

#### **§ 5.6 Labor and Materials**

**§ 5.6.1** Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 5.6.2** The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§ 5.6.3** The Vendor shall make no substitution or change in the Contract Documents unless done in accordance with a Modification, and after providing the Architect notice and a reasonable opportunity to evaluate the proposed substitution or change and consult with the Owner.

#### **§ 5.7 Taxes**

The Vendor shall pay sales, consumer, use, and other similar taxes that are legally enacted when quotes are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

#### **§ 5.8 Permits, Fees, Notices, and Compliance with Laws**

**§ 5.8.1** Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 5.8.2** The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### **§ 5.9 Allowances**

The Vendor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select items under allowances with reasonable promptness. Allowance amounts shall include the costs to the Vendor of items delivered at the Project premises and all required taxes, less applicable trade discounts. Vendor's costs for unloading and handling at the Project premises, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Modification. The amount of the Modification shall reflect the difference between actual costs and the allowances under Section 2.1.4.

#### **§ 5.10 Vendor's Schedules**

**§ 5.10.1** The Vendor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a progress schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the progress of the Work and Project, shall be related to the entire Project, and shall provide for expeditious and practicable execution of the Work.

**§ 5.10.2** The Vendor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

**§ 5.10.3** The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work within the Contract Time, including dates for order placement, fabrication, shipping, delivery, and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, and materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

**§ 5.10.4** The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of contractors and separate vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation, and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

### **§ 5.11 Submittals**

**§ 5.11.1** The Vendor shall review for compliance with the Contract Documents and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents in coordination with the Vendor's progress schedule and in such sequence as to allow the Architect reasonable time for review. By submitting shop drawings, product data, samples, and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field installation criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

**§ 5.11.2** The Vendor shall provide the Owner with available manufacturer's warranty documents, product data, and material safety data sheets.

### **§ 5.12 Cleaning Up**

The Vendor shall keep the Project premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials, rubbish, the Vendor's tools, construction equipment, machinery, and surplus material from and about the Project.

### **§ 5.13 Access to Work**

The Vendor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever located.

### **§ 5.14 Indemnification**

**§ 5.14.1** To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 5.14.1.

**§ 5.14.2** In claims against any person or entity indemnified under Section 5.14.1 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.14.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Vendor or sub-vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**§ 5.14.3** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Vendor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any sub-vendor or supplier of

any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Vendor. If approved by the applicable court, when required, the Vendor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

#### **ARTICLE 6 TITLE AND RISK OF LOSS**

§ 6.1 Title to all FF&E shall be transferred to the Owner upon acceptance in accordance with Article 8.

§ 6.2 The risk of loss with respect to all FF&E provided by the Vendor shall remain with the Vendor, and the Owner has no obligation to insure such FF&E, until acceptance in accordance with Article 8.

#### **ARTICLE 7 DELIVERY AND INSTALLATION**

§ 7.1 The Vendor shall deliver FF&E in accordance with the Vendor's progress schedule, or at a time agreed upon by the Owner and Architect, and in accordance with Article 5.

§ 7.2 Delivery and installation of all FF&E shall be made at the Project premises unless otherwise specified in the Contract Documents.

§ 7.3 The Vendor shall coordinate with the Owner regarding the logistics of the Vendor's delivery and installation obligations at the Project premises.

#### **ARTICLE 8 ACCEPTANCE**

§ 8.1 The Owner and Architect may conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Preliminary inspections shall not constitute acceptance of, taking charge over, or taking control of, such FF&E. The Architect shall report to the Vendor any defects, damage, deficiencies, or nonconformity observed during the preliminary inspection.

§ 8.2 When the Vendor considers the Work, or a portion thereof which the Owner agrees to accept separately, to be complete, the Vendor shall notify the Owner and Architect. The Vendor shall allow the Owner and Architect a reasonable amount of time to inspect the FF&E to determine, based on conformance with the Contract Documents, if it is accepted or rejected in whole or in part. Based on the Architect's recommendation to the Owner and the Owner's own inspection, if any, the Owner shall accept or reject the FF&E, in whole or in part.

§ 8.3 If the Owner rejects any of the FF&E, the Owner, or the Architect acting on behalf of the Owner, shall notify the Vendor within seven days of the date of inspection, specifying the basis for such rejection. Upon rejection, the Vendor shall provide a remedy and evidence of arrangements to accomplish such remedy. The Owner shall allow the Vendor a reasonable amount of time to remedy the rejected FF&E. When the Vendor considers the remedied FF&E to be complete, the parties shall follow the procedures set forth in Section 8.2. If the Owner rejects any of the FF&E for a second time, the Owner shall promptly notify the Vendor and the Vendor shall promptly remove the rejected FF&E from the Project premises and refund payments made for such rejected goods to the Owner. If the Vendor disagrees with an Owner's rejection, the Vendor may make a claim.

§ 8.4 FF&E not inspected in accordance with Section 8.2 or rejected in accordance with Section 8.3 shall be deemed accepted.

§ 8.5 The Owner's acceptance under this Article 8 cannot be revoked; however, the provisions of this Article 8 do not preclude recovery of damages as provided by law. The Owner's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Owner from making claims in accordance with Article 14 or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 9.

#### **ARTICLE 9 WARRANTIES**

§ 9.1 The Vendor warrants to the Owner that the FF&E furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the FF&E will conform to the requirements of the Contract Documents. FF&E not conforming to these requirements may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the FF&E not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 9.2 The Vendor assigns to the Owner all FF&E manufacturers' warranties and guarantees upon acceptance in accordance with Article 8.

§ 9.3 The Vendor hereby provides to the Owner all warranties relating to the FF&E implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.

§ 9.4 The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 9.

#### ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during the Vendor's performance, and until completion, of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Vendor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with sub-vendors and suppliers shall be through the Vendor. Communications by and with separate vendors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 10.3 The Architect will assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with applicable schedules.

§ 10.4 The Architect will visit the Project premises at intervals appropriate to the stage of the Work, or as otherwise agreed with the Owner, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, storage, or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 10.5 The Architect may order minor changes in the Work. The Architect's order for minor changes shall be in writing. If the Vendor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Vendor shall notify the Architect and shall not proceed to implement the change in the Work. If the Vendor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Vendor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 10.6 The Architect will conduct inspections of FF&E and provide recommendations as set forth in Article 8. Pursuant to Article 8, the Architect is only responsible for identifying defects, deficiencies, or nonconformities that the Architect actually observes, or reasonably should observe, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities in Article 8 and has no responsibility to discover latent defects.

§ 10.7 The Architect will review and approve or take other appropriate action upon the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

#### ARTICLE 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 11.1 The Owner shall coordinate the activities of the Owner's own forces and of each separate vendor or contractor, if any, with the Work.

§ 11.2 If the Work depends for proper execution or results upon activities by the Owner or a separate vendor or contractor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in, or arising from, the activities of the Owner or separate vendors or contractors, that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report reasonably discoverable discrepancies or defects, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 11.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor or contractor because of the Vendor's delays, improperly timed activities, or damage to the work of a separate vendor or contractor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities, or damage to the Work caused by a separate vendor or contractor.

§ 11.4 If a dispute arises among the Vendor, separate vendors, or contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

### § 12.1 Safety Precautions and Programs

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work, and materials and FF&E to be incorporated therein, whether in storage on or off the Project premises, under care, custody, or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto.

The Vendor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible under Sections 12.1.2 and 12.1.3. The Vendor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect, or of anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor. The foregoing obligations of the Vendor are in addition to the Vendor's obligations under Section 5.14.

### § 12.2 Hazardous Materials and Substances

§ 12.2.1 The Vendor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Vendor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project premises by the Vendor, the Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Vendor. By written agreement between the Owner and Vendor, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

§ 12.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Vendor, sub-vendors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 12.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 12.2.3 If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Vendor for all cost and expense thereby incurred.

#### ARTICLE 13 INSURANCE

§ 13.1 The Vendor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Contract Documents (Specification Section 002213.01 – Insurance.

*(Paragraphs Deleted)*

#### ARTICLE 14 CLAIMS AND DISPUTES

##### § 14.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 14.6, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 14.7 of this Agreement
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Vendor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

§ 14.2 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 12.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 14.12, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

##### § 14.3 Notice of Claims

Claims by either the Owner or Vendor shall be initiated by notice to the other party in accordance with Section 1.11.2.

##### § 14.4 Time Limits on Claims

The Owner and Vendor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of completion of the Work. The Owner and Vendor waive all claims and causes of action not commenced in accordance with this Section 14.4.

**§ 14.5** If a claim, dispute, or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien procedures, including notice or filing deadlines.

**§ 14.6** The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 14.7** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 14.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 14.9** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

**§ 14.10** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### **§ 14.11 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Vendor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

#### **§ 14.12 PARAGRAPH INTENTIONALLY DELETED**

#### **§ 14.13 Other Provisions**

The City of Cedar Falls has provided specific Insurance Requirements as set forth in Specification Section 002213.01 – INSURANCE REQUIREMENTS and specific Agreement Terms as set forth in Specification Section 002213.02 – SERVICE/PRODUCT AGREEMENT. All provisions noted in these documents shall supersede any provisions specifically noted in this AIA Document A151-2019, Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E).

**ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS**

§ 15.1 The Contract Documents are defined in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 15.2 The Agreement is this executed AIA Document A151™–2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment.

§ 15.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit - EXCLUDED FROM THIS CONTRACT.

§ 15.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
COMPLETE BOUND BOOK	FURNITURE FOR CEDAR FALLS CITY HALL REMODEL	06.09.2022	106

§ 15.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
F101	FURNITURE PLANS	06.09.2022

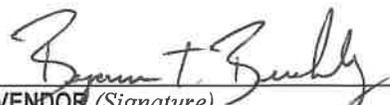
§ 15.6 The Addenda, if any:

Number	Date	Pages
None		

*(Paragraphs Deleted)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)  
 Rob Green, Mayor  
 \_\_\_\_\_  
 (Printed name and title)

  
 \_\_\_\_\_  
**VENDOR** (Signature)  
 Benjamin T Buckley President  
 \_\_\_\_\_  
 (Printed name and title)



# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

Bond Number: NIA4202

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Kirk Gross Company

4015 Alexandra Drive, P.O. Box 2097  
Waterloo, Iowa 50704

**OWNER:**

*(Name, legal status and address)*

City of Cedar Falls, Iowa  
220 Clay Street  
Cedar Falls, Iowa 50613

**CONSTRUCTION CONTRACT**

Date: July 6th, 2022

**SURETY:**

*(Name, legal status and principal place of business)*

Merchants National Bonding, Inc.

6700 Westown Parkway  
West Des Moines, Iowa 50266

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Amount: Three Hundred Seventy Eight Thousand Six Hundred Forty Seven & 51/100 (\$378,647.51) Dollars

**Description:**

*(Name and location)*

Furniture for Cedar Falls City Hall Remodel

**BOND**

Date: July 6th, 2022

*(Not earlier than Construction Contract Date)*

Amount: Three Hundred Seventy Eight Thousand Six Hundred Forty Seven & 51/100 (\$378,647.51) Dollars

Modifications to this Bond:

None

See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
Kirk Gross Company

Signature: \_\_\_\_\_

Name  
and Title:

*(Any additional signatures appear on the last page of this Performance Bond.)*

**SURETY**

Company: *(Corporate Seal)*  
Merchants National Bonding, Inc.

Signature: 

Name  
and Title: Juliana Bartlett, Attorney-in-Fact

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

AssuredPartners Great Plains, LLC  
4200 University Ave., Ste. 200  
West Des Moines, Iowa 50266

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

Jamie Castle  
220 Clay Street  
Cedar Falls, Iowa 50613  
Ph# (319) 268-5189 / Email: Jamie.Castle@CedarFalls.com

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

# AIA Document A312™ – 2010

## Payment Bond

Bond Number: NIA4202

**CONTRACTOR:**

*(Name, legal status and address)*

Kirk Gross Company  
4015 Alexandra Drive, P.O. Box 2097  
Waterloo, Iowa 50704

**OWNER:**

*(Name, legal status and address)*

City of Cedar Falls, Iowa  
220 Clay Street  
Cedar Falls, Iowa 50613

**CONSTRUCTION CONTRACT**

Date: July 6th, 2022

**SURETY:**

*(Name, legal status and principal place of business)*

Merchants National Bonding, Inc.  
6700 Westown Parkway  
West Des Moines, Iowa 50266

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Amount: Three Hundred Seventy Eight Thousand Six Hundred Forty Seven & 51/100 (\$378,647.51) Dollars

Description: Furniture for Cedar Falls City Hall Remodel  
*(Name and location)*

**BOND**

Date: July 6th, 2022

*(Not earlier than Construction Contract Date)*

Amount: Three Hundred Seventy Eight Thousand Six Hundred Forty Seven & 51/100 (\$378,647.51) Dollars

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

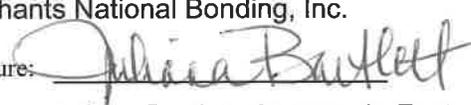
Company: Kirk Gross Company *(Corporate Seal)*

**SURETY**

Company: Merchants National Bonding, Inc. *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:

*(Any additional signatures appear on the last page of this Payment Bond.)*

Signature:   
Name and Title: Juliana Bartlett, Attorney-in-Fact

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

AssuredPartners Great Plains, LLC  
4200 University Ave., Ste. 200  
West Des Moines, Iowa 50266

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

Jamie Castle  
220 Clay Street  
Cedar Falls, Iowa 50613  
Ph# (319) 268-5189 / Email: Jamie.Castle@CedarFalls.com

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Brandon Horbach; Courtney Meyer; Daniel M Molyneaux; E A von Harz; Greg T LaMair; Jeffrey R Baker; Joseph I Schmit; Juliana Bartlett; Karen S Hartson; Laura J Adams; Lori S Burroughs; Stacey Rensberger; Stacy Paisley

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

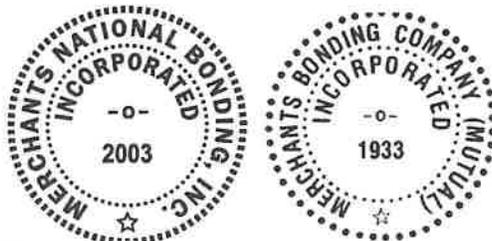
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of June, 2022.

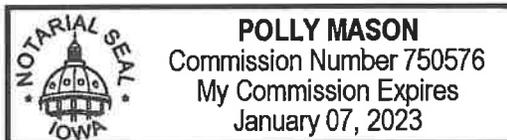


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 29th day of June, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

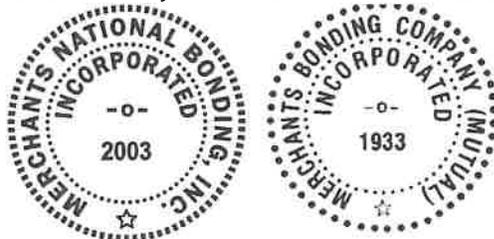


*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of July, 2022.



*William Warner Jr.*  
Secretary



KIRKG-1

Item 12.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Elliott Hartman Agency PO Box 748 Waterloo, IA 50701 Scott L Poppens		319-233-8459	<b>CONTACT NAME:</b> Scott L Poppens <b>PHONE (A/C, No, Ext):</b> 319-233-8459 <b>FAX (A/C, No):</b> 319-232-0645 <b>E-MAIL ADDRESS:</b> scottp@elliottthartman.com
<b>INSURED</b> Kirk Gross Company PO Box 2097 Waterloo, IA 50704		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : United Fire & Casualty Co.	
		<b>NAIC #</b> 13021	
		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

## COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	60463458	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	60463458	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	X		60463458	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	60463458	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Equipment</b>			60463458	07/01/2022	07/01/2023	Leased/ Rented \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  CEDAR-2  City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613-2726	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

**NOTEPAD:**

HOLDER CODE **CEDAR-2**  
INSURED'S NAME **Kirk Gross Company**

**KIRKG-1**  
**OP ID: LAA**

PAGE  
Date **06/22/2022**

The City of Cedar Falls, Iowa and its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are additional insureds for General Liability on a primary and non-contributory basis, including completed operations when required in written contract. Waiver of subrogation applies in favor of the additional insureds for General Liability, Business Auto Liability and Workers Compensation when required in written contract. Governmental Immunity Endorsement applies to General Liability in favor of City of Cedar Falls. 30 Day Notice of Cancellation provided to City of Cedar Falls.



DEPARTMENT OF PUBLIC WORKS

**MEMORANDUM**

ADMINISTRATION DIVISION  
2200 TECHNOLOGY PKWY  
CEDAR FALLS, IOWA 50613  
319-273-8629  
FAX 319-273-8632

OPERATIONS AND  
MAINTENANCE DIVISION  
2200 TECHNOLOGY PKWY  
319-273-8629  
FAX 319-273-8632

**TO: Mayor Rob Green and City Council**  
**FROM: Chase Schrage, Director of Public Works**  
**DATE: August 5, 2022**  
**SUBJECT: 4919 Hudson Road - Demolition**

The Public Works Department recently received quotations for the demolition of the buildings located at 4919 Hudson Road. This project is in conjunction with the future Ashworth Road Extension Project(CIP # 110) from Hudson Road to Kara Way. The below quotation includes the demolition of 6 structures and the clearing/grubbing of trees.

Following is a summation of the quotes received;

Lehman Trucking & Excavating	\$31,819
Bentons Sand & Gravel	\$47,777
Peterson Contractors	\$82,000

The quotation received from Lehman Trucking & Excavating in the amount of \$31,819 was in order and the lowest bid received. The Capital Improvements Program item #110 has funding of \$930,000 that began in FY22. The funding source for this project as well as the future roadway project will be the street construction fund and capital projects fund.

The tentative schedule for this demolition project is to have the buildings/trees cleared prior to December 31, 2022. The roadway project would follow in the spring of 2023.

The public works department is recommending moving forward with approving a resolution accepting the low bid from Lehman Trucking & Excavating and the execution of the service agreement to perform such work.

Please feel free to contact me if you have questions or concerns.

CITY OF CEDAR FALLS, IOWA  
 GENERAL TERMS AND CONDITIONS  
 SERVICE/PRODUCT AGREEMENTS

This Agreement is by and between Lehman Trucking & Excavating INC ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Scope of Services attached.

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

### 3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

### 4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

### 5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on December 31, 2022 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0 Entire Agreement.

23.1 This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2 No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0 Additional Terms.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

25.0 Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City: _____	Contractor: _____
Name: _____	Name: <u>Jacob Lehman</u>
Title: _____	Title: <u>President</u>
Address: _____	Address: <u>1422 Ashland Ave</u>
_____	<u>Waterloo, IA 50703</u>
Telephone: _____	Telephone: <u>319-415-2590</u>
Email: _____	Email: <u>lehmane@hotmail.com</u>

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR: Lehman Trucking & Excavating INC  
(name of company or contractor)

By: Jacob Lehman *Jacob Lehman*

Its: President

Date: 8/5/22

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_

Robert M. Green, Mayor

Attest: \_\_\_\_\_

Jacqueline Danielsen, MMC, City Clerk

Date: \_\_\_\_\_

## Exhibit A: Scope of Services

### Demolition of Building Structures

The property at 4919 Hudson Road has a portion of property located in temporary easement as show on the attachment. The property legal description is: UNPLATTED CEDAR FALLS A PART OF NW 1/4 SEC 26 T 89 R 14 DES AS FOL BEG AT A PT ON E LINE SAID NW 1/4 WHICH IS 725.2 FT N OF SE COR SAID NW 1/4 TH W 215 FT TH N 40 FT TH W 435 FT TH N 205 FT TH E 650 FT TO E LINE SAID NW 1/4 TH S 245 FT TO PT OF BEG E XC H. (see page 44 for property details)

The City's contact person(s) for this project is Chase Schrage at 319-268-5170.

The contractor shall meet all insurance requirements outlined in Exhibit C.

Public sidewalk will not be removed with this project.

The property has been tested for asbestos containing material. All properties containing asbestos will have asbestos abated prior to releasing the written Notice to Proceed.

Work shall include the removal of all wood, concrete and partial silo, rubble, building structures, clearing and grubbing of 60' City right-of-way.

All trees located within the property purchased by the City(60')trees and stumps shall be removed. The trees and vegetation can be hauled to the City compost facility for disposal at no cost to contractor. This area can also be seen on the attachment. **No trees shall be removed outside of the City ROW within the temporary easement areas unless agreed upon by the City in advance.**

Plugging and/or removals of any wells or septic systems shall be in accordance with all state, federal, and local laws.

Any foundations removed shall be filled with backfill material and compacted.

All work shall begin no sooner than September 1, 2022 and be completed no later than December 30, 2022. All permitting for such work will be the responsibility of the contractor.

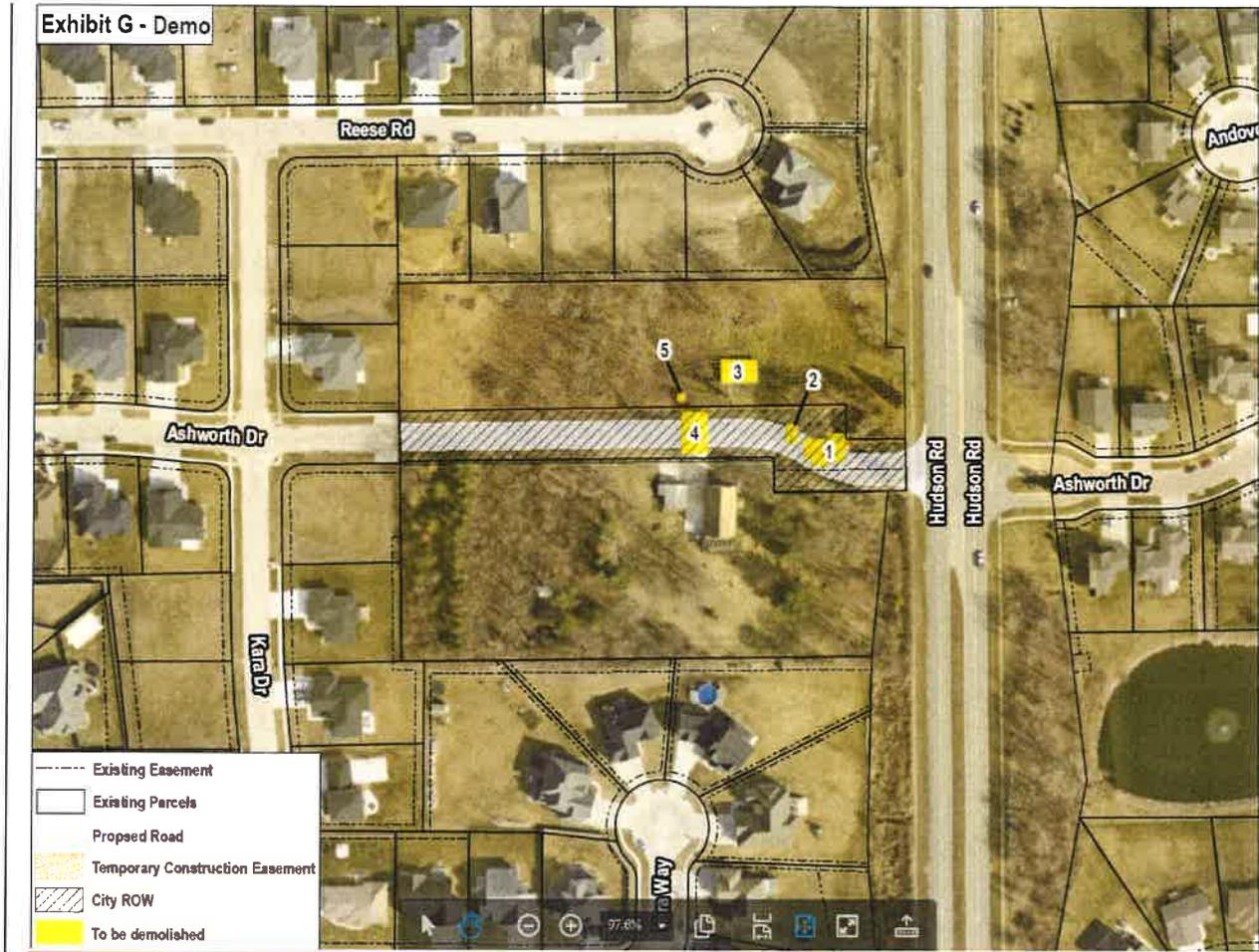
All work shall be completed within the City property or temporary easement area as shown. Work outside of these areas will be at the sole risk and liability of the contractor. Property boundaries will be staked prior to the commencement of work.

All debris shall be disposed of at the Black Hawk County Landfill at the contractors expense. The Generator, Contractor, Transporter, and/or any other party associated with the demolition and contents of said properties shall be listed on the Waste Shipment Record and delivery of said property contents to the landfill for disposal shall comply with all applicable Local, State, Federal, Department of Transportation (State and Federal), and Black Hawk County Landfill rules, regulations, and laws. Questions

### Structure #2-4: Outbuildings



# Map



### Exhibit B: Payment Terms

Structure Demo	Price
Structure #1 - House	\$12,624.00
Structure #2 - Garage	\$950.00
Structure #3 - Outbuilding	\$3,110.00
Structure #4 - Barn	\$6,635.00
Structure #6 - Partial Silo	\$1,000.00
Clearing and Grubbing (0.6 Acres)	\$7,500.00
<b>Total:</b>	\$31,819

\*See Map in Exhibit A for structure photos





## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

### MEMORANDUM Engineering Division

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Luke Andreasen, PE

**DATE:** August 15, 2022

**SUBJECT:** Main Street Reconstruction (6<sup>th</sup> St. to University)  
 City Project Number: RC-000-3283  
 Property Acquisitions & Temporary Easements

The City of Cedar Falls is planning to reconstruct Main Street from 6<sup>th</sup> Street to University Avenue from a 4 lane roadway to a 3 lane roadway. Included in the project will be the intersections at Seerley Boulevard, 18<sup>th</sup> Street, 12<sup>th</sup> Street, and potentially 6<sup>th</sup> Street which will be replaced with single-lane roundabouts to improve the overall traffic safety and flow in all directions of travel. The project will also include improvements to the water main, sanitary sewer, storm sewer, sidewalks, and other miscellaneous roadway items. The project will require the acquisition of temporary easements from one-hundred twenty-nine (129) properties to complete construction. The owners of the following fifty-eight (58) properties have accepted our offer:

Parcel #	Owner	Address/Parcel ID	Acquisition Type
14	Harding Enterprises, L.C.	110 E. Seerley Blvd	Temporary Easement
15	Seven D, L.L.C.	2300, 2310, & 2214 Main St.	Temporary Easement
16	Twin Card Holdings, L.L.C.	2120 Main St.	Temporary Easement
22	Twin Card Holdings, L.L.C.	2120 Main St.	Temporary Easement
31	Gregory and Vicki Angove Trust	891413402017	Temporary Easement
39 & 40	DJS Properties, L.L.C. (Contract Seller); Titan Property Investments (Contract Buyer)	1934 Main St.	Temporary Easement
43	JD & DD Properties, L.L.C.	1904 Main St.	Temporary Easement
44	JD & DD Properties, L.L.C.	1820 Main St.	Temporary Easement
50	CVVC Properties, L.L.C.	1703 State St.	Temporary Easement
51	TRP Properties, L.L.C.	118 & 120 E. 18 <sup>th</sup> St.	Temporary Easement
54	Judy L. Crew	1624 Main St.	Temporary Easement
55	Christopherson Rentals, L.L.C.	1616 Main St.	Temporary Easement
56	Tim Averill	1612 Main St.	Temporary Easement
57	Christopher M. & Marcey J. Hand	1604 Main St.	Temporary Easement
63	Dennis & Lana Rolfes	1524 Main St.	Temporary Easement

80	Malbec Properties, L.L.C.	1322 Main St.	Temporary Easement
81	KOG Properties, L.L.C.	1316 Main St.	Temporary Easement
92	James A. & Josephine A. Lilly	1120 Main St.	Temporary Easement
95	CV Properties II, L.L.C.	1108 Main St.	Temporary Easement
96	Peter J. & Lindy Tentinger	1104 Main St.	Temporary Easement
105	AIRJB, L.L.C.	1018 Main St.	Temporary Easement
107	Justin P. Smigelski	1006 Main St.	Temporary Easement
108	Welsh Investments, L.L.C.	1004 Main St.	Temporary Easement
124	St. Patrick's Church	800 & 802 Main St.	Temporary Easement
133	702 Main, L.L.C. (Owner); Texture Hair Studio, L.L.C. (Tenant)	702 Main St.	Temporary Easement
138	Mark L. Theresa B. Knutson; Aaron M. & Emily Knutson (Contract Sellers)	622 Main St.	Temporary Easement
158	Hi Yield, L.L.C.	123 W. 7 <sup>th</sup> St.	Temporary Easement
162	St. Patrick Church	705 Main St. & 123 W. 8 <sup>th</sup> St.	Temporary Easement
168	CNC Investments, L.L.C.	805 Main St.	Temporary Easement
176	Clark Jon & Twyla J. Rickard	903 Main St.	
177	Reggie & Michelle Hovenga	909 Main St.	Temporary Easement
178	Scott A. Chase	915 Main St.	Temporary Easement
195	Michael E. & Bonita L. Cunningham	1115 Main St.	Temporary Easement
196	Joyce Evon Anderson	1117 Main St.	Temporary Easement
199	Bryan L. Beardsley	1124 Washington St.	Temporary Easement
207	Clayton Meinders & Korey Meinders	1221 Main St.	Temporary Easement
213	Patricia M. Turner	1309 Main St.	Temporary Easement
214	Patricia M. Turner	1315 Main St.	Temporary Easement
225	Dale S. & Karen J. Webb	1421 Main St.	Temporary Easement
232	Sue A. Kotz	1509 Main St.	Temporary Easement
233	Aidan Moran	1515 Main St.	Temporary Easement
244	Steven J. Bundy	1609 Main St.	Temporary Easement
251	KOG Properties, L.L.C.	1703 Main St.	Temporary Easement
252	Jan K. & Sharon J. Mord	1709 Main St.	Temporary Easement
256	DT Rentals, L.L.C.	1722 Washington St.	Temporary Easement
262	R & J Kelly Family Trust	1915 Main St.	Temporary Easement
273	D & V Holdings, L.L.C.	2017 Main St.	Temporary Easement
274	CBJ Holdings, L.L.C. (Owner); Funk Group, L.L.C. (Tenant)	2021 Main St.	Temporary Easement
280	Bonita M. Refshauge	2109 Main St.	Temporary Easement
281	Southgate Properties, L.C.	2115 Main St.	Temporary Easement
282	Jerry W. & Bonnie K. Hahn	2121 Main St.	Temporary Easement
288	Donald L. Jacobson	2203 Main St.	Temporary Easement
289	Alvin E. & Verla F. Coulthard	2205 Main St.	Temporary Easement
293	CV Properties II, L.L.C.	2303 Main St.	Temporary Easement
294	EMAAD, L.L.C.	2309 Main St.	Temporary Easement
296	Iverson & Reighard Partnership	2322 Washington St.	Temporary Easement
301	McDonald's Real Estate Company	2515 Main St.	Temporary Easement

Attached is a strip map of the entire project where these properties can be identified by parcel number.

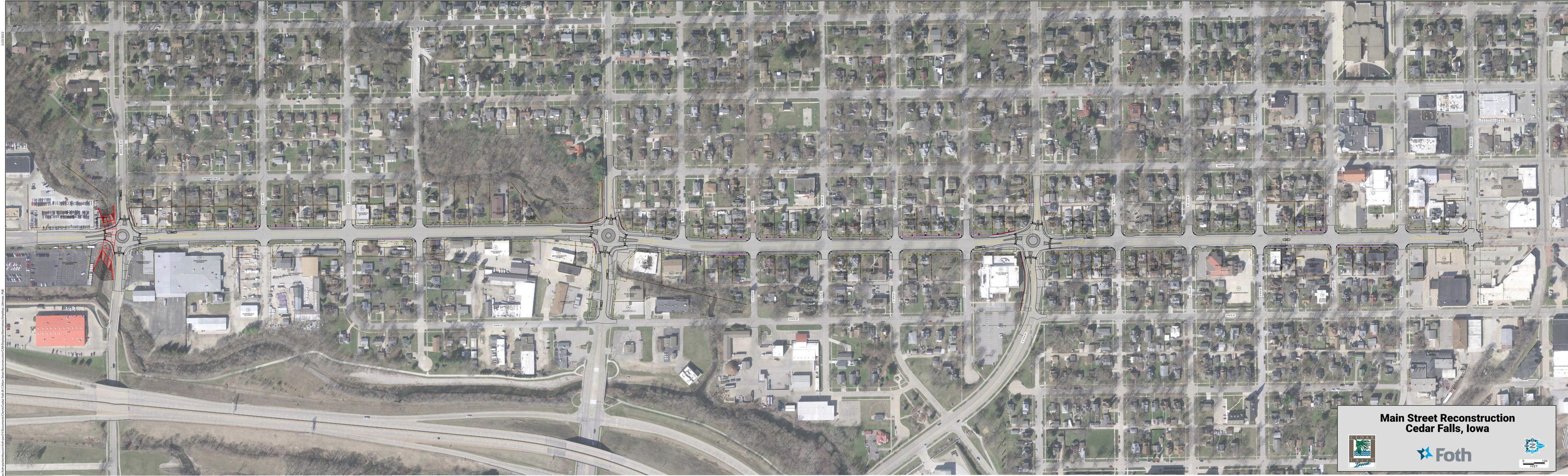
The City will use a combination of General Obligation and Street Construction Funds for

the design and right of way portion of this project. The City entered into a Professional Services Agreement with Foth Infrastructure and Environmental, LLC, of Cedar Rapids, Iowa on July 19, 2021 for property acquisition and design services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY22 - FY27 under item number 118. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

The Engineering Division of the Public Works Department recommends that the City Council state their support in the form of a resolution approving the acquisitions and authorize the Mayor to execute the agreements for the Main Street Reconstruction Project.

If you have any questions or need additional information, please feel free to contact me.

xc: Chase Schrage, Director of Public Works  
David Wicke, City Engineer



**Main Street Reconstruction  
Cedar Falls, Iowa**





CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 110 E Seerley Blvd.  
Parcel Number: 14  
Project Number: RC-000-3283

County Tax Parcel No: 891413451032  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Harding Enterprises, L.C., an Iowa Limited Liability Company, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1,070.00	on possession and conveyance	60 days after Buyer approval
\$ 1,070.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	667	sq. ft.	_____	\$1,070.00
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

---

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Harding Enterprises, L.C.

X Harding Enterprises 5/10/22  
 By: Michael Harding Date  
 Title: owner/CEO

X \_\_\_\_\_ Date  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

State of Iowa  
 County of Blackhawk



This record was acknowledged before me on the 10 day of May, 2022, by Michael Harding as Owner/CEO of Harding Enterprises Lc.

Laura K. Schoon  
 Signature of notarial officer

Dec. 29, 2024  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 14-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 110 E SEERLEY BOULEVARD  
 PARCEL 14

**PROPERTY OWNER:**

HARDING ENTERPRISES, LC  
 5915 4TH STREET SW, STE 170  
 CEDAR RAPIDS, IA 52404  
 BOOK 677, PAGE 606

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THENCE SOUTH 00° 42' 49" EAST, 147.12 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THENCE NORTH 88° 45' 59" EAST, 55.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88° 45' 59" EAST, 7.00 FEET; THENCE SOUTH 00° 42' 49" EAST, 95.81 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SEERLEY BOULEVARD; THENCE NORTH 82° 04' 00" WEST, 7.08 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 00° 42' 49" WEST, 94.68 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING

SAID TRACT CONTAINS 667 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

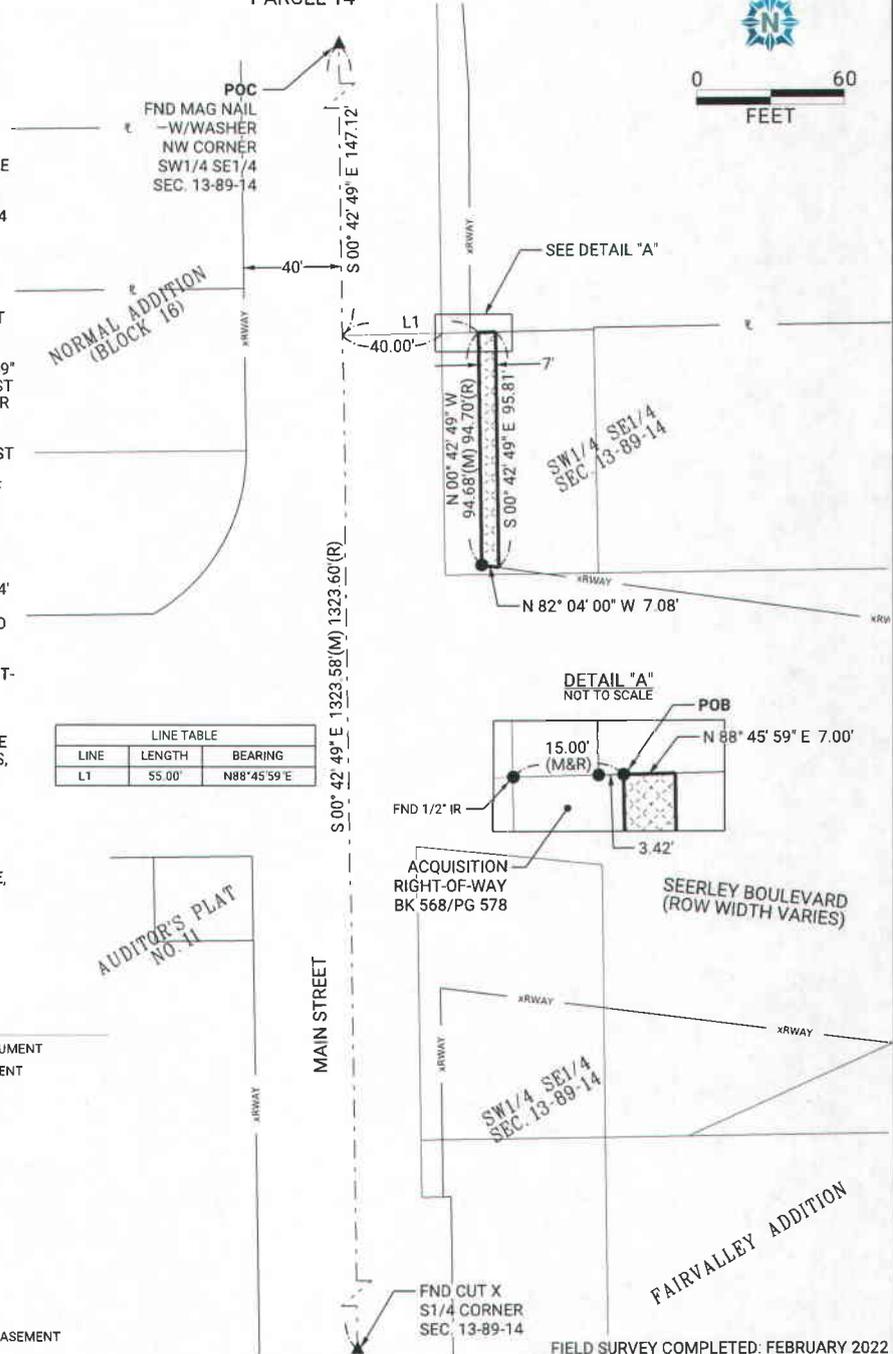
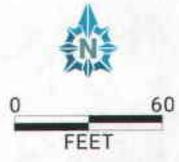
FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	55.00'	N88°45'59"

AUDITOR'S PLAT NO. 11

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" RED OD W/YELLOW CAP#12086 (UNLESS NOTED)
- SET 1/2" RED OD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- x- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Harding Enterprises, L.C., an Iowa Limited Liability Company ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Harding Enterprises, L.C.

X Harding Enterprises 5-10-22  
Date

X \_\_\_\_\_ Date

By: Michael Harding

By: \_\_\_\_\_

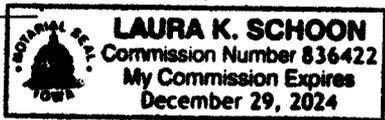
Title: owner

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

State of Texas )

County of Rockwall )

This record was acknowledged before me on the 10 day of May,  
2022 by Michael Harding, as owner of  
Harding Enterprises LLC



\_\_\_\_\_  
Signature of notarial officer

Stamp

Laura K. Schoon )  
Title of Office

[My commission expires: Dec. 29, 2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_



### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2300, 2310 & 2214 Main St  
Parcel Number: 15  
Project Number: RC-000-3283

County Tax Parcel No: 891413451031  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Seven D, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 2,965.00	on possession and conveyance	60 days after Buyer approval
\$ 2,965.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	1,851	sq. ft.	_____	\$2,965.00
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached temporary easement plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement,

immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.

- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Seven D, LLC

X \_\_\_\_\_  
Date

By: \_\_\_\_\_

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

X [Signature] 6-20-2022  
Date

By: Dan Doery

Title: UP

State of Iowa  
County of Black Hawk

This record was acknowledged before me on the 20 day of June, 2022, by Dan Doery as UP of Seven D LLC.

[Signature]  
Signature of notarial officer

12/10/2022  
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 · Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 15-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 2300, 2214, 2310 MAIN STREET  
 PARCEL 15

**PROPERTY OWNER:**

SEVEN D, LLC  
 P.O. BOX 547  
 CEDAR FALLS, IA 50613  
 FILE NO. 2022-00013716

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

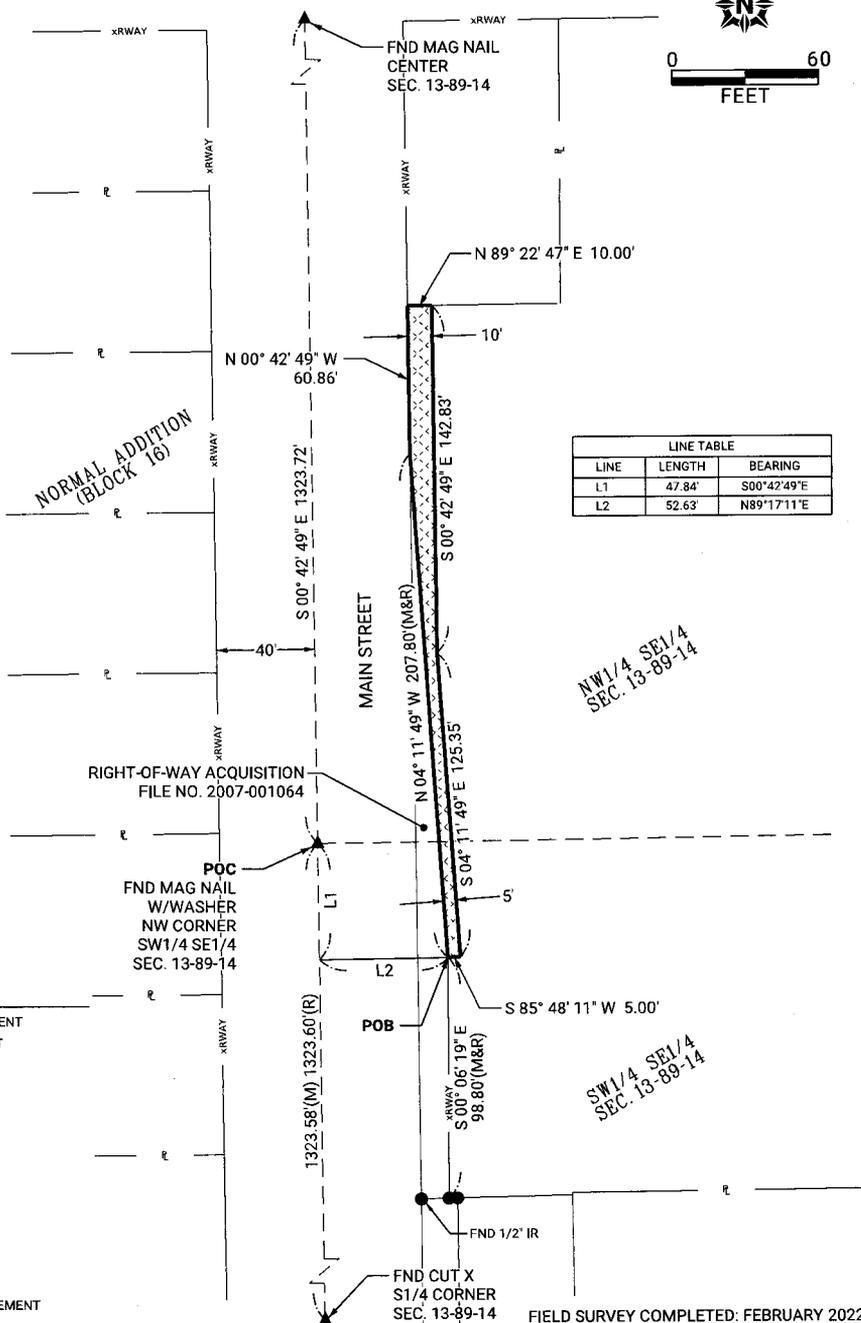
COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 00° 42' 49" EAST, 47.84 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89° 17' 11" EAST, 52.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 04° 11' 49" WEST, 207.80 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 00° 42' 49" WEST, 60.86 FEET CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89° 22' 47" EAST, 10.00 FEET THENCE SOUTH 00° 42' 49" EAST, 142.83 FEET; THENCE SOUTH 04° 11' 49" EAST, 125.35 FEET; THENCE SOUTH 85° 48' 11" WEST, 5.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,851 SQUARE FEET OR 0.04 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/YELLOW CAP#12086 (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- e - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT



LINE TABLE		
LINE	LENGTH	BEARING
L1	47.84'	S00°42'49"E
L2	52.63'	N89°17'11"E

NW 1/4 SE 1/4  
 SEC. 13-89-14

SW 1/4 SE 1/4  
 SEC. 13-89-14

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/27/2022



SHEET  
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Seven D, LLC (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Seven D, LLC

X \_\_\_\_\_ Date

By: \_\_\_\_\_

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

X \_\_\_\_\_ Date

By: Don Deery

Title: UP

State of Iowa )

County of Black Hawk )

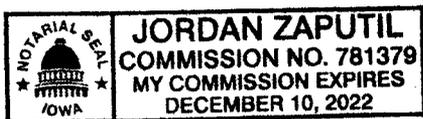
This record was acknowledged before me on the 20 day of June, 2022 by Don Deery, as UP of Seven D LLC.

[Signature]  
Signature of notarial officer

Stamp

Iowa notary  
Title of Office

[My commission expires: 12/10/2022]



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 2120 Main St., Cedar Falls, IA 50613  
Parcel Number: 16  
Project Number: RC-000-3283

County Tax Parcel No: 891413402013  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Twin Card Holdings, L.L.C., Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 2,730.00	on possession and conveyance	60 days after Buyer approval
\$ 2,730.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	1,705 sq. ft.	\$2,730.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

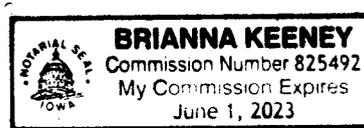
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Twin Card Holdings L.L.C.  
 X Jared Honermann 4/7/22  
 Date  
 By: Jared Honermann  
 Title: Owner

X \_\_\_\_\_  
 Date  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 7 day of April, 2022, by Jared Honermann as owner of Twin Card Holdings LLC.

Brianna Keeney  
 Signature of notarial officer

June 1, 2023  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 16-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 16

**PROPERTY OWNER:**

TWIN CARD HOLDINGS, LLC  
2120 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2014-00017748

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

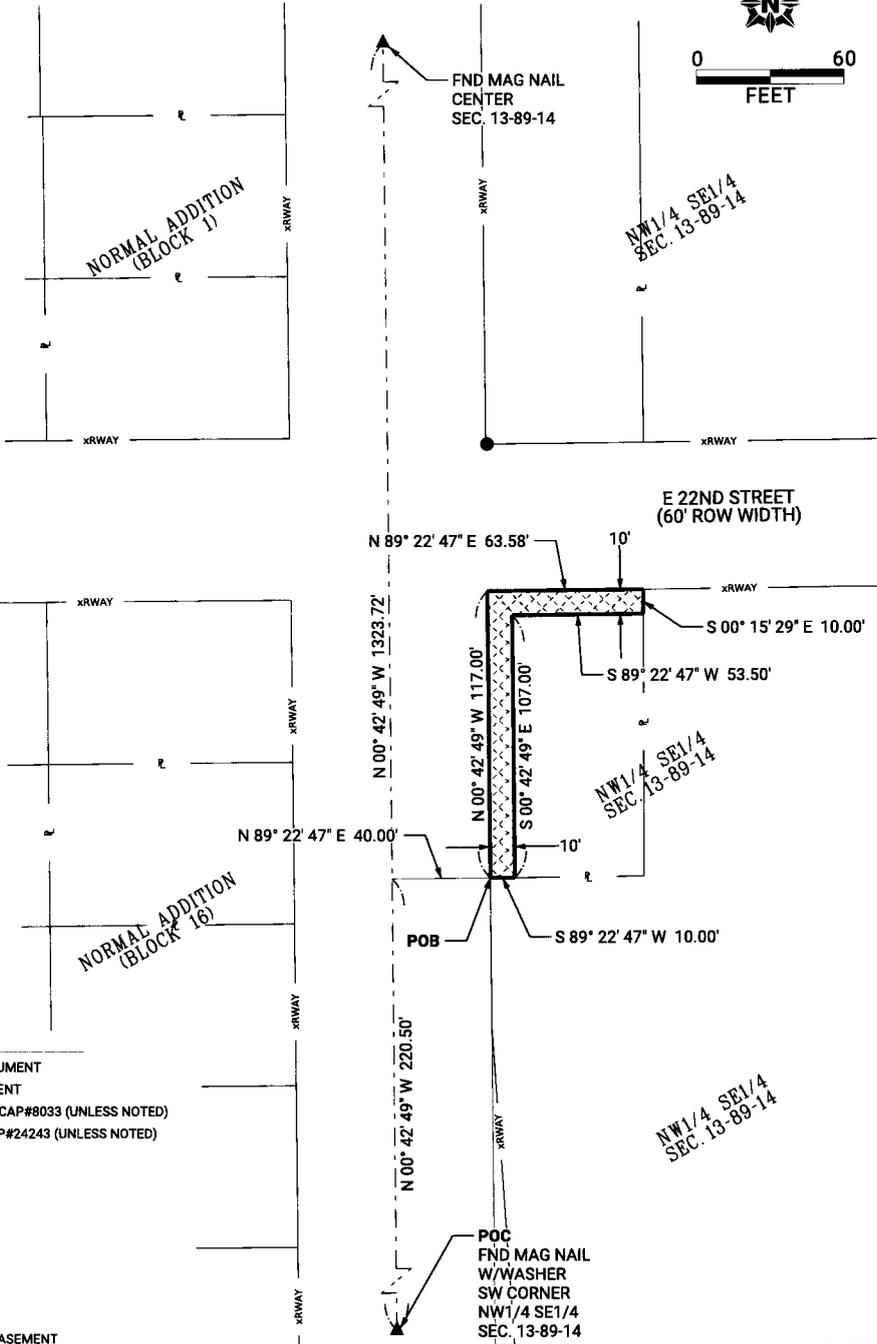
COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THENCE NORTH 00° 42' 49" WEST, 220.50 FEET; THENCE NORTH 89° 22' 47" EAST, 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00° 42' 49" WEST, 117.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTH RIGHT-OF-WAY LINE OF E 22ND STREET; THENCE NORTH 89° 22' 47" EAST, 63.58 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE, THENCE SOUTH 00° 15' 29" EAST, 10.00 FEET; THENCE SOUTH 89° 22' 47" WEST, 53.50 FEET; THENCE SOUTH 00° 42' 49" EAST, 107.00 FEET; THENCE SOUTH 89° 22' 47" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,705 SQUARE FEET OR 0.04 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/YELLOW CAP#8033 (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- x- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t- PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



**SHEET**  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/20/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Twin Card Holdings, L.L.C. (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Twin Card Holdings, L.L.C.

X JH 4/7/22 X  
 By: Jared Honermann Date Date  
 Title: Owner Title:

State of Iowa )  
 County of Black Hawk )

This record was acknowledged before me on the 7 day of April,  
 2022, by Jared Honermann, as owner of  
Twin card Holdings LLC.

Brian Ruiz  
 Signature of notarial officer



Stamp  
 [ Iowa notary ]  
 Title of Office

[My commission expires: June 2023 ]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 16-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 16

**PROPERTY OWNER:**

TWIN CARD HOLDINGS, LLC  
2120 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2014-00017748

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A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

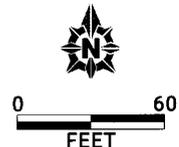
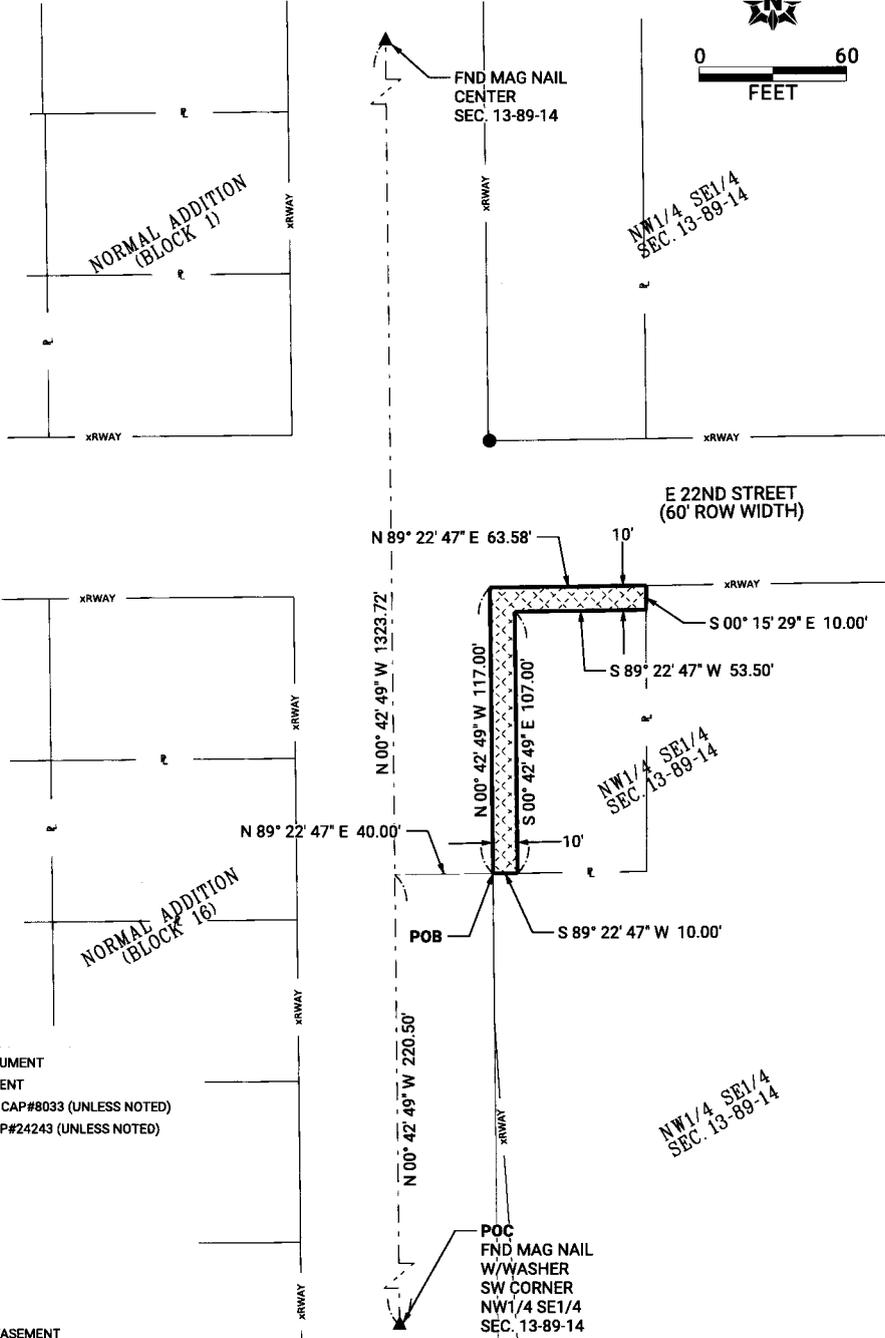
COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THENCE NORTH 00° 42' 49" WEST, 220.50 FEET; THENCE NORTH 89° 22' 47" EAST, 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00° 42' 49" WEST, 117.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTH RIGHT-OF-WAY LINE OF E 22ND STREET; THENCE NORTH 89° 22' 47" EAST, 63.58 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE, THENCE SOUTH 00° 15' 29" EAST, 10.00 FEET; THENCE SOUTH 89° 22' 47" WEST, 53.50 FEET; THENCE SOUTH 00° 42' 49" EAST, 107.00 FEET; THENCE SOUTH 89° 22' 47" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

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**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/YELLOW CAP#8033 (UNLESS NOTED)
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- (M) MEASURED DIMENSION
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- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT



**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/20/2022

FIELD SURVEY COMPLETED: FEBRUARY 2022

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 2120 Main St., Cedar Falls, IA 50613  
Parcel Number: 22  
Project Number: RC-000-3283

County Tax Parcel No: 891413402013  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Twin Card Holdings, L.L.C., Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 7,075.00	on possession and conveyance	60 days after Buyer approval
\$ 7,075.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	4,421 sq. ft.	\$7,075.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
  - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
  - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
  - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
- 
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
  - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Twin Card Holdings, L.L.C.

X *Jared Honermann* 4/7/22  
 By: *Jared Honermann* Date  
 Title: *owner*

X \_\_\_\_\_ Date  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

State of *Iowa*  
 County of *Black Hawk*



This record was acknowledged before me on the *7* day of *April*, 202*2*, by *Jared Honermann* as *owner* of *Twin Card Holdings LLC*

*Brianna Keeney*  
 Signature of notarial officer

*June 1, 2023*  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 22-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 22

**PROPERTY OWNER:**

TWIN CARD HOLDINGS, LLC  
 2120 MAIN STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2014-00017748

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

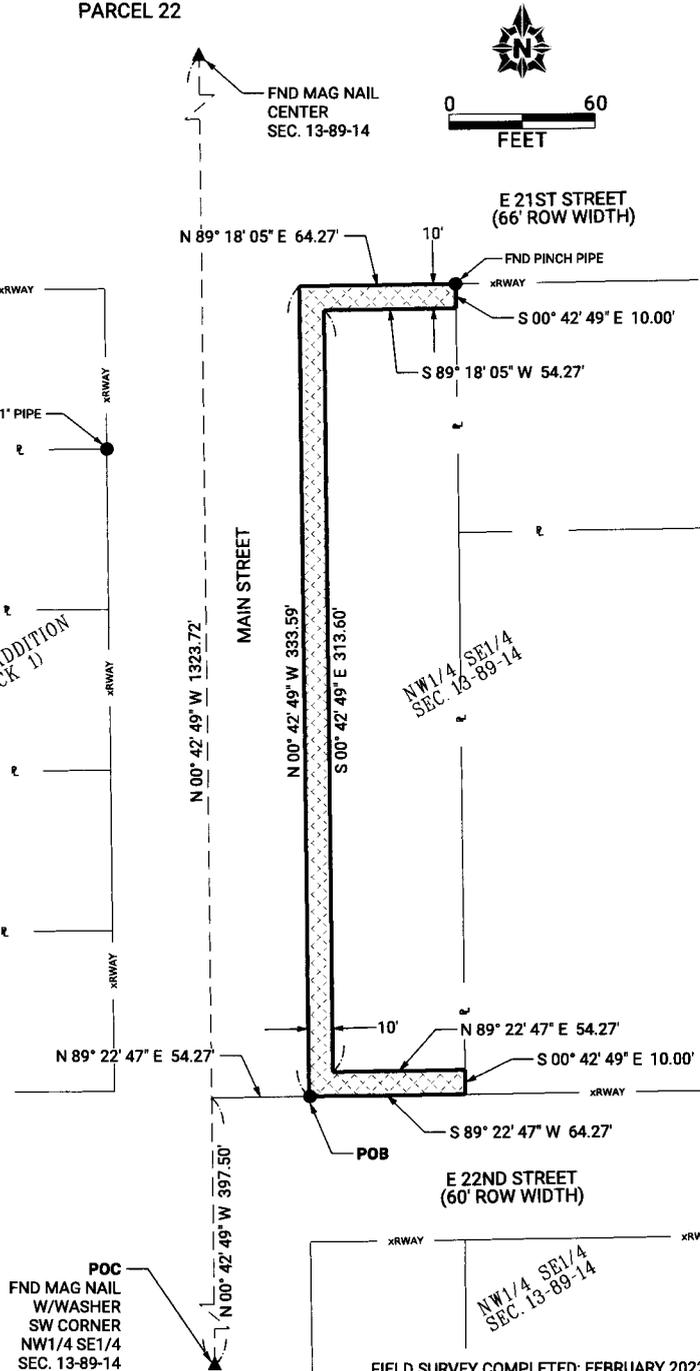
COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THENCE NORTH 00° 42' 49" WEST, 397.50 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89° 22' 47" EAST, 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00° 42' 49" WEST, 333.59 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTH RIGHT-OF-WAY LINE OF E 21ST STREET; THENCE NORTH 89° 18' 05" EAST, 64.27 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 00° 42' 49" EAST, 10.00 FEET; THENCE SOUTH 89° 18' 05" WEST, 54.27 FEET; THENCE SOUTH 00° 42' 49" EAST, 313.60 FEET; THENCE NORTH 89° 22' 47" EAST, 54.27 FEET; THENCE SOUTH 00° 42' 49" EAST, 10.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E 22ND STREET; THENCE SOUTH 89° 22' 47" WEST, 64.27 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 4,421 SQUARE FEET OR 0.10 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/YELLOW CAP#8033 (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 • Phone: 319-365-9565 •

SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/20/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Twin Card Holdings, L.L.C. (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Twin Card Holdings L.L.C.

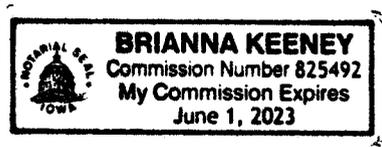
X [Signature] 4/7/22  
Date

By: Jared Honermann  
Title: owner

X \_\_\_\_\_  
Date  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

State of Iowa )  
County of Black Hawk )

This record was acknowledged before me on the 7 day of April,  
2022, by Jared Honermann, as owner of  
Twin Card Holding Llc.



[Signature]  
Signature of notarial officer

Stamp  
[Iowa notary]  
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 22-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 22

**PROPERTY OWNER:**

TWIN CARD HOLDINGS, LLC  
 2120 MAIN STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2014-00017748

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

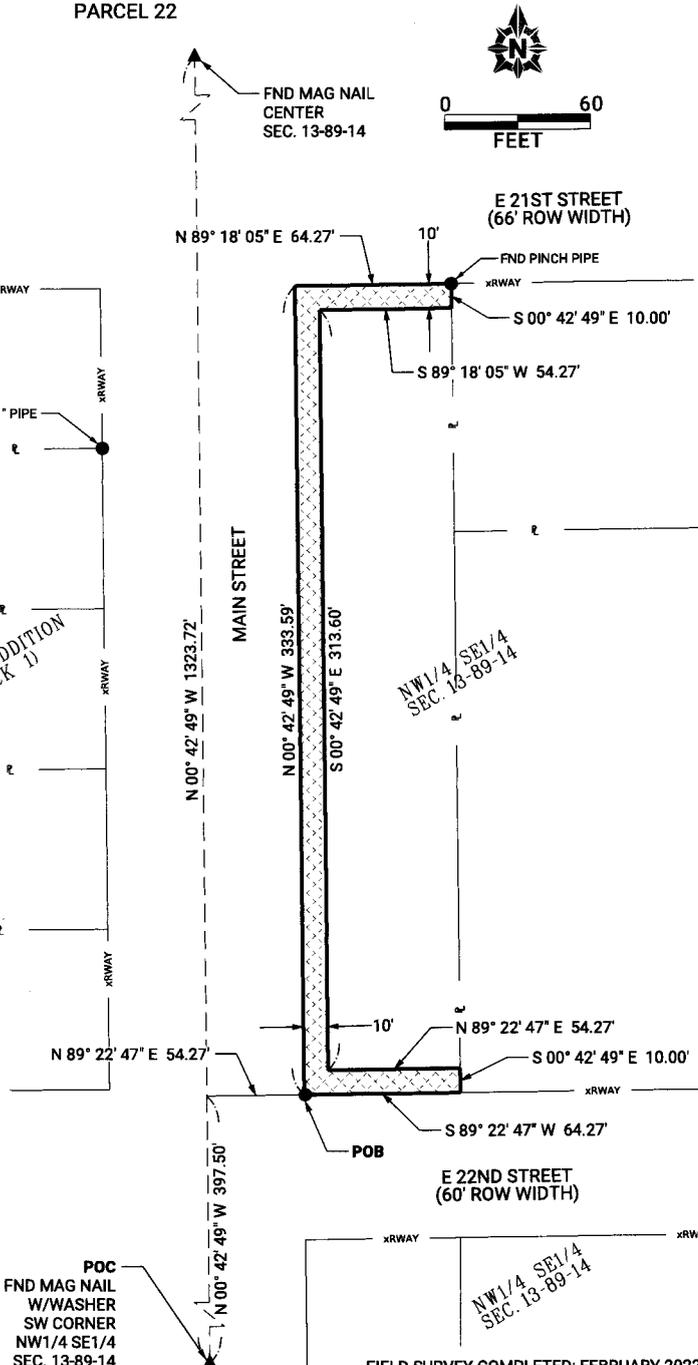
COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THENCE NORTH 00° 42' 49" WEST, 397.50 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89° 22' 47" EAST, 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00° 42' 49" WEST, 333.59 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTH RIGHT-OF-WAY LINE OF E 21ST STREET; THENCE NORTH 89° 18' 05" EAST, 64.27 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 00° 42' 49" EAST, 10.00 FEET; THENCE SOUTH 89° 18' 05" WEST, 54.27 FEET; THENCE SOUTH 00° 42' 49" EAST, 313.60 FEET; THENCE NORTH 89° 22' 47" EAST, 54.27 FEET; THENCE SOUTH 00° 42' 49" EAST, 10.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E 22ND STREET; THENCE SOUTH 89° 22' 47" WEST, 64.27 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 4,421 SQUARE FEET OR 0.10 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/YELLOW CAP#8033 (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
-  TEMPORARY CONSTRUCTION EASEMENT



**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/20/2022



**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 15-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 2300, 2214, 2310 MAIN STREET  
 PARCEL 15

**PROPERTY OWNER:**

SEVEN D, LLC  
 P.O. BOX 547  
 CEDAR FALLS, IA 50613  
 FILE NO. 2022-00013716

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

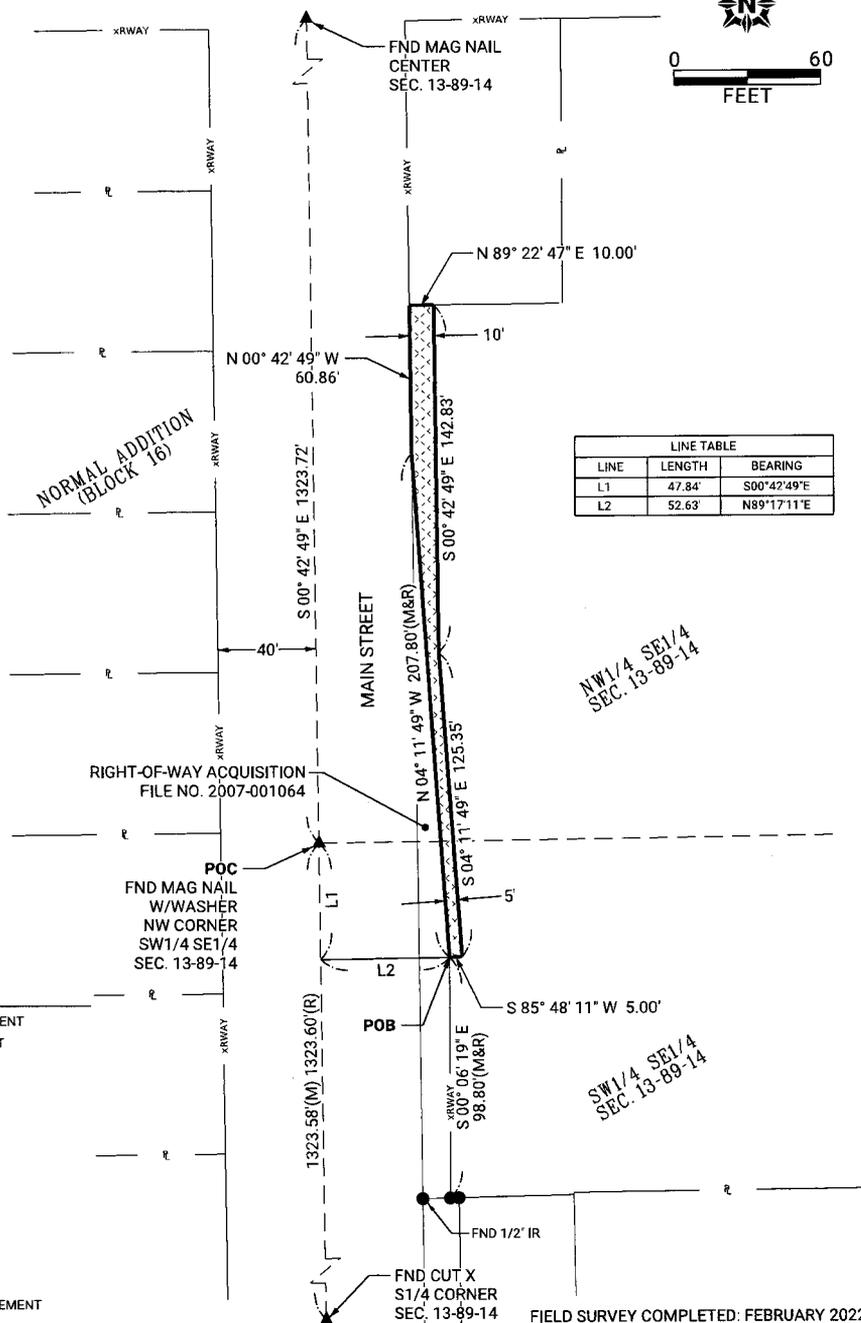
COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, THENCE SOUTH 00° 42' 49" EAST, 47.84 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89° 17' 11" EAST, 52.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 04° 11' 49" WEST, 207.80 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 00° 42' 49" WEST, 60.86 FEET CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89° 22' 47" EAST, 10.00 FEET THENCE SOUTH 00° 42' 49" EAST, 142.83 FEET; THENCE SOUTH 04° 11' 49" EAST, 125.35 FEET; THENCE SOUTH 85° 48' 11" WEST, 5.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,851 SQUARE FEET OR 0.04 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

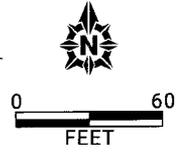
FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/YELLOW CAP#12086 (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- e - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT



LINE TABLE		
LINE	LENGTH	BEARING
L1	47.84'	S00°42'49\"E
L2	52.63'	N89°17'11\"E



**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



**SHEET**  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/27/2022

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: Pt NW1/4 SE1/4 13-89-14**  
**County Tax Parcel No: 891413402017**  
**Parcel Number: 31**  
**Project Name: Main Street Reconstruction**  
**Project Number: RC-000-3283**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Gregory L. Angove and Vicki L. Angove, Trustees of the Gregory and Vicki Angove Trust of 2019 U/A dated July 1, 2019, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 825.00	on possession and conveyance	60 days after Buyer approval
\$ 825.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	514	sq. ft.	_____	\$825.00
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the form attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey data.
  - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
  - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
  - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
- 
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
  - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

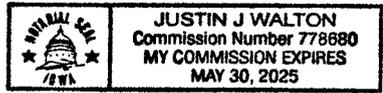
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: Gregory and Vicki Angove Trust of 2019 U/A dated July 1, 2019

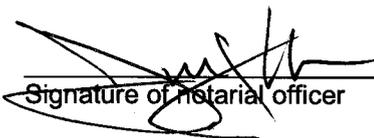

7/28/22

7/28/22  
 Gregory L. Angove, Trustee                      Date                      Vicki L. Angove, Trustee                      Date

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 28<sup>th</sup> day of July, 2022, by Gregory L. + Vicki L. Angove as trustees of Gregory and Vicki Angove Trust

  
 Signature of notarial officer

5/30/2025  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 31-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 31

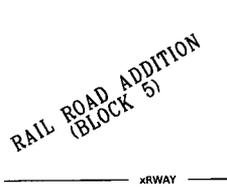
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

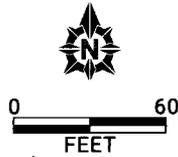
BEGINNING AT THE NORTHWEST CORNER OF LOT 15 OF GALLOWAY ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK I, PAGE 108 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, THENCE SOUTH 02° 24' 39" WEST, 10.01 FEET ALONG THE WEST LINE OF SAID LOT 15; THENCE SOUTH 89° 19' 13" WEST, 51.12 FEET; THENCE NORTH 00° 43' 46" WEST, 10.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF E 20TH STREET; THENCE NORTH 89° 19' 13" WEST, 51.66 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 514 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

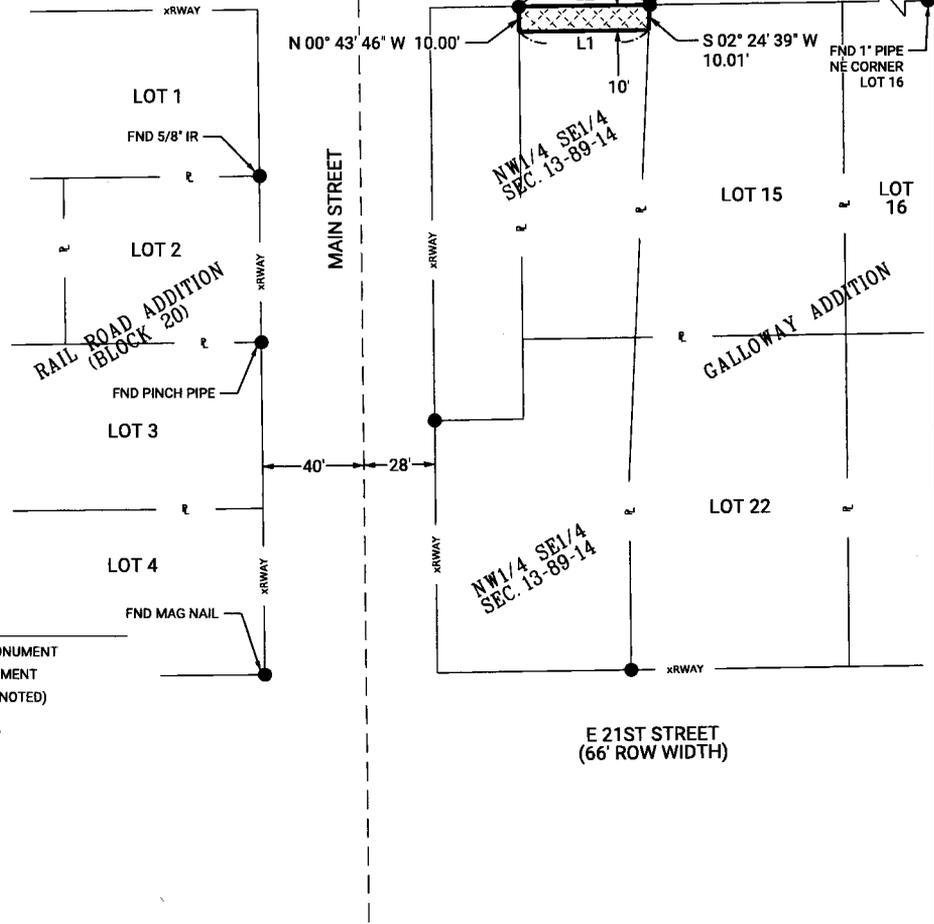


LINE TABLE		
LINE	LENGTH	BEARING
L1	51.12'	S89°19'13"W
L2(M&R)	51.66'	N89°19'13"E



**PROPERTY OWNER:**

ANGOVE, GREGORY L. (TRUSTEE)  
 ANGOVE, VICKI L. (TRUSTEE)  
 GREGORY AND VICKI ANGOVE TRUST  
 3019 APOLLO STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2020-00001696



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- x r w a y - RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- e - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/27/2022

**Foth Infrastructure & Environment, LLC**  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the Gregory L. Angove and Vicki L. Angove, Trustees of the Gregory and Vicki Angove Trust of 2019 U/A dated July 1, 2019 (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

9. Sellers shall have access to utilize the driveway in the temporary easement area during all times except when needed by the City for construction work (including tear out, grading, forming, pouring, finishing and all other associated construction work) related to the public sidewalk and the driveway access. The City agrees to provide timely advance notice to the Sellers, which notice shall not be less than 48 hours, of the

date of commencement of construction work. The City assumes no responsibility for providing any notice to any person other than as stated herein. Should any of the driveway within the temporary easement area be utilized at any time during construction work after notice by the City as provided for herein, the City reserves the right in the City's sole discretion to clear the driveway at the Sellers' cost. The City further agrees to provide notice to the Sellers as soon as construction work is completed at which time the driveway may be utilized again. Construction work is not expected to last more than 14 days absent unavoidable delays.

Grantor:

Gregory and Vicki Angove Trust of 2019 U/A dated July 1, 2019

X Gregory L. Angove 7/18/22 X Vicki L. Angove 7/18/22  
Gregory L. Angove, Trustee Date Vicki L. Angove, Trustee Date

By: GREGORY L. ANGOVE

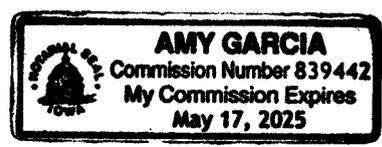
By: Vicki L. Angove

Title: TRUSTEE

Title: Trustee

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 18 day of July, 2022, by Gregory L. Angove and Vicki L. Angove, as Trustees of

Gregory and Vicki Angove Trust of 2019 U/A dated July 1, 2019

[Signature]  
Signature of notarial officer

Stamp

[Iowa Notary]  
Title of Office

[My commission expires: May 17, 2025 ]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 31-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 31

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 15 OF GALLOWAY ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK I, PAGE 108 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, THENCE SOUTH 02° 24' 39" WEST, 10.01 FEET ALONG THE WEST LINE OF SAID LOT 15; THENCE SOUTH 89° 19' 13" WEST, 51.12 FEET; THENCE NORTH 00° 43' 46" WEST, 10.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF E 20TH STREET; THENCE NORTH 89° 19' 13" WEST, 51.66 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 514 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

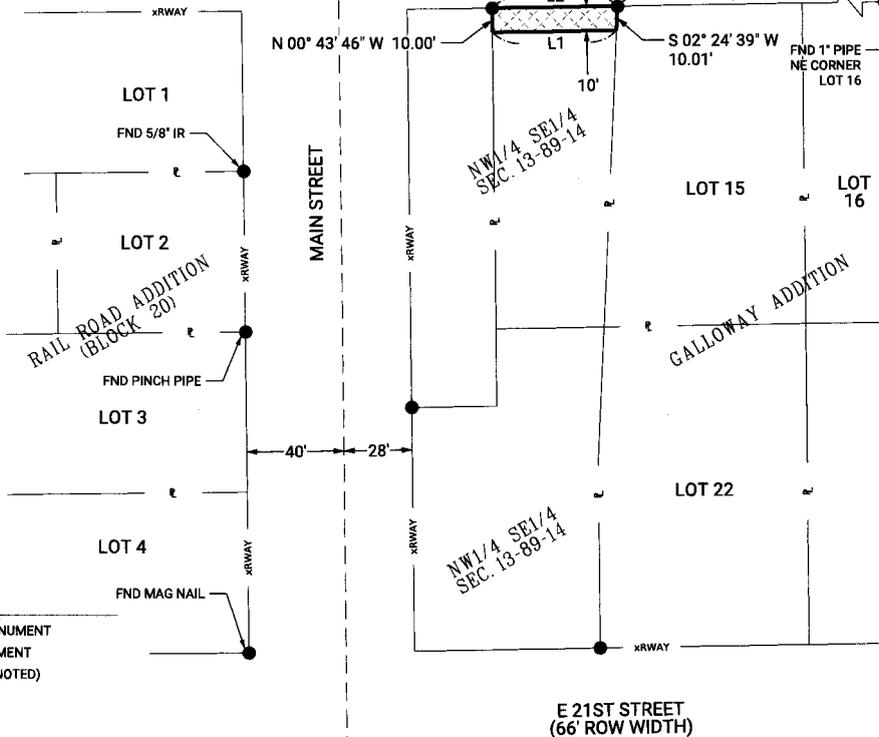
**PROPERTY OWNER:**

ANGOVE, GREGORY L. (TRUSTEE)  
 ANGOVE, VICKI L. (TRUSTEE)  
 GREGORY AND VICKI ANGOVE TRUST  
 3019 APOLLO STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2020-00001696



RAIL ROAD ADDITION (BLOCK 5)

LINE TABLE		
LINE	LENGTH	BEARING
L1	51.12'	S89°19'13"W
L2(M&R)	51.66'	N89°19'13"E



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
  - △ SET SECTION CORNER MONUMENT
  - FOUND 1/2" REROD (UNLESS NOTED)
  - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
  - (M) MEASURED DIMENSION
  - (R) RECORDED DIMENSION
  - I.R. IRON ROD
  - I.P. IRON PIPE
  - SECTION LINE
  - xRWAY - RIGHT-OF-WAY LINE
  - - - EXISTING LOT LINE
  - - - PROPERTY LINE
  - ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/27/2022

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 1934 Main St.  
Parcel Number: 39 & 40  
Project Number: RC-000-3283**

**County Tax Parcel No: 891413401008 and 891413401011  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between DJS Properties, LLC - Contract Seller, Titan Property Investments LLC - Contract Buyer,  
Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>7,320.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>7,320.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	<u>571</u> sq. ft.	\$ <u>5,695.00</u>
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>1,014</u> sq. ft.	\$ <u>1,625.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached temporary easement plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

---

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

DJS Properties, LLC - Contract Seller

X *[Signature]* 9/14/22  
Date

By: *Phillip Shirk*

Title: *Manager*

State of Iowa

County of Black Hawk

X \_\_\_\_\_ Date

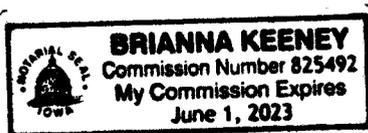
By: \_\_\_\_\_

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

This record was acknowledged before me on the 14 day of April, 2022, by Phillip Shirk as Manager of DJS Properties LLC.

*Brianna Keeney*  
Signature of notarial officer

June 1, 2023  
Commission Expires



SELLER:

Titan Property Investments LLC - Contract Buyer

X \_\_\_\_\_  
Date

X ~~vested~~ LLC March 31<sup>st</sup> 2022  
Date

By: \_\_\_\_\_

By: Walter Petersen

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

Title: Owner

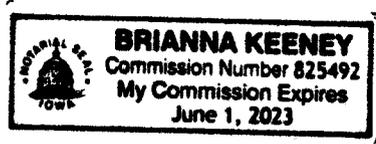
State of Iowa

County of Black Hawk

This record was acknowledged before me on the 31 day of March, 2022, by Walter Petersen as Owner of Titan Property Investments LLC

Brianna Keeney  
Signature of notarial officer

June 1, 2023  
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 39-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 39

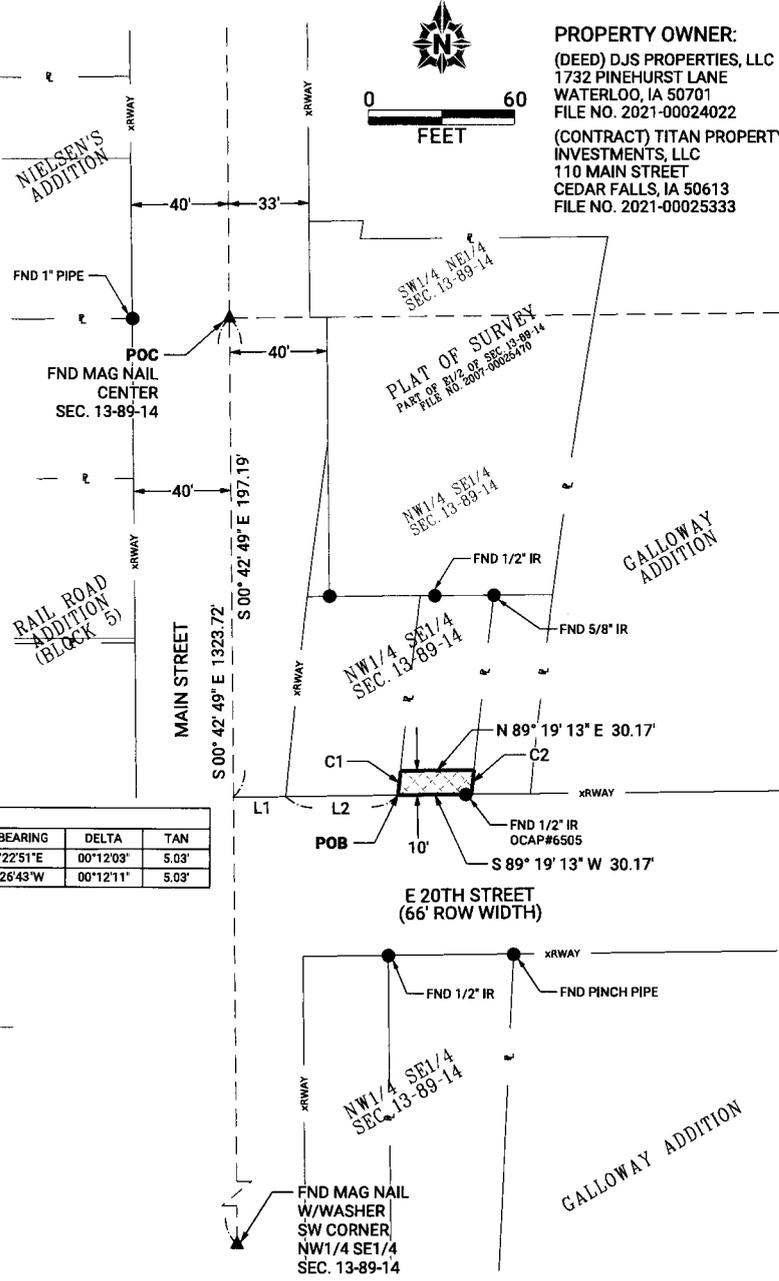
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE SOUTH 00° 42' 49" EAST, 197.19 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89° 19' 13" EAST, 21.48 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E 20TH STREET; THENCE CONTINUING NORTH 89° 19' 13" EAST, 46.11 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY A DISTANCE OF 10.06 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A CENTRAL ANGLE OF 00° 12' 03", ALONG A 2869.11 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 05° 22' 51" EAST, 10.06 FEET; THENCE NORTH 89° 19' 13" EAST, 30.17 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 10.06 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A CENTRAL ANGLE OF 00° 12' 11", ALONG A 2839.11 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 05° 26' 43" WEST, 10.06 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 89° 19' 13" WEST, 30.17 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 302 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**PROPERTY OWNER:**  
 (DEED) DJS PROPERTIES, LLC  
 1732 PINEHURST LANE  
 WATERLOO, IA 50701  
 FILE NO. 2021-00024022  
 (CONTRACT) TITAN PROPERTY INVESTMENTS, LLC  
 110 MAIN STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2021-00025333

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	10.06'	2869.11'	10.06'	N05°22'51"E	00°12'03"	5.03'
C2	10.06'	2839.11'	10.06'	S05°26'43"W	00°12'11"	5.03'

LINE TABLE		
LINE	LENGTH	BEARING
L1	21.48'	N89°19'13"E
L2	46.11'	N89°19'13"E

- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
  - △ SET SECTION CORNER MONUMENT
  - FOUND P.K. NAIL (UNLESS NOTED)
  - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
  - (M) MEASURED DIMENSION
  - (R) RECORDED DIMENSION
  - I.R. IRON ROD
  - I.P. IRON PIPE
  - SECTION LINE
  - x- RWAY - RIGHT-OF-WAY LINE
  - - - EXISTING LOT LINE
  - - - PROPERTY LINE
  - ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022



SHEET  
 1 OF 1

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 40-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 1934 MAIN STREET  
 PARCEL 40

**LEGAL DESCRIPTION:**

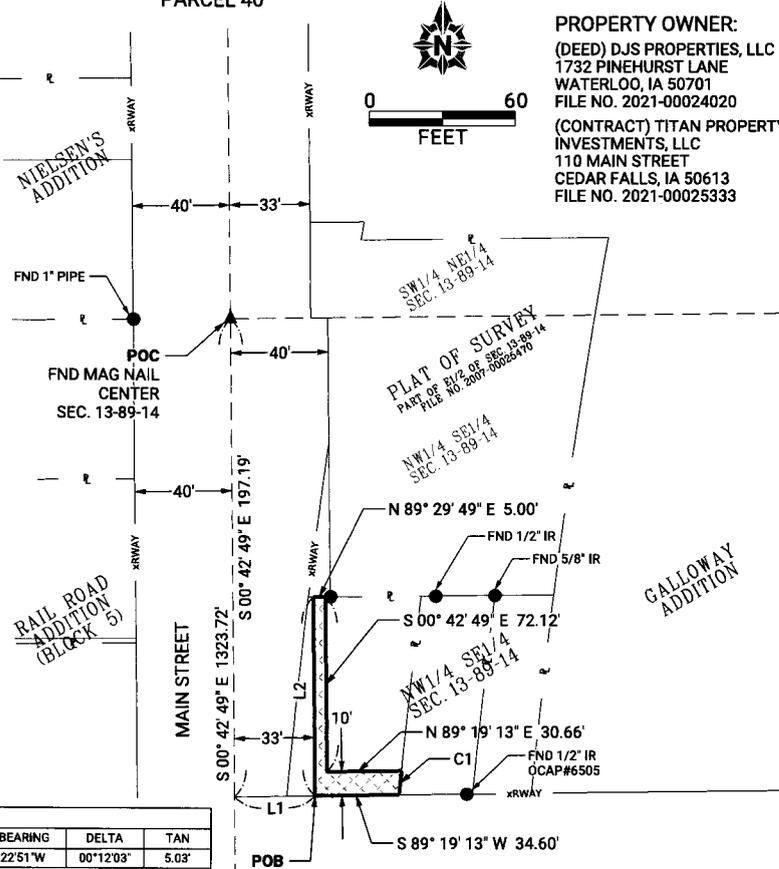
A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE SOUTH 00° 42' 49" EAST, 197.19 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89° 19' 13" EAST, 33.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF E 20TH STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00° 42' 49" WEST, 82.13 FEET; THENCE NORTH 89° 29' 49" EAST, 5.00 FEET; THENCE SOUTH 00° 42' 49" EAST, 72.12 FEET; THENCE NORTH 89° 19' 13" EAST, 30.66 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 10.06 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A CENTRAL ANGLE OF 00° 12' 03", ALONG A 2869.11 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 05° 22' 51" WEST, 10.06 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF E 20TH STREET; THENCE SOUTH 89° 19' 13" WEST, 34.60 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 712 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

**PROPERTY OWNER:**  
 (DEED) DJS PROPERTIES, LLC  
 1732 PINEHURST LANE  
 WATERLOO, IA 50701  
 FILE NO. 2021-00024020  
 (CONTRACT) TITAN PROPERTY INVESTMENTS, LLC  
 110 MAIN STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2021-00025333



CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	10.06'	2869.11'	10.06'	S05°22'51"W	00°12'03"	5.03'

LINE	LENGTH	BEARING
L1	33.00'	N89°19'13"E
L2	82.13'	N00°42'49"W

- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
  - △ SET SECTION CORNER MONUMENT
  - FOUND P.K. NAIL (UNLESS NOTED)
  - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
  - (M) MEASURED DIMENSION
  - (R) RECORDED DIMENSION
  - I.R. IRON ROD
  - I.P. IRON PIPE
  - SECTION LINE
  - xRWAY- RIGHT-OF-WAY LINE
  - - - EXISTING LOT LINE
  - - - PROPERTY LINE
  - XXXXX TEMPORARY CONSTRUCTION EASEMENT

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022



SHEET  
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by DJS Properties, LLC - Contract Seller, Titan Property Investments LLC - Contract Buyer (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

DJS Properties, LLC - Contract Seller

X [Signature] 4/17/22  
Date

By: Phillip Shick

Title: Manager

X \_\_\_\_\_ Date

By: \_\_\_\_\_

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

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 13 day of April, 2022, by Phillip Shick, as Manager of DJS Properties LLC.

[Signature]  
Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 2023 ]

Grantor:

Titan Property Investments LLC - Contract Buyer

X WPA LLC March 31<sup>st</sup> 2022  
Date

By: Walter Petersen

Title: Owner

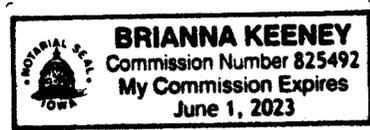
X \_\_\_\_\_  
Date

By: \_\_\_\_\_

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

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 31 day of March,  
2022, by Walter Petersen, as Owner of  
Titan Property Investments LLC.

Brianna Keeneey  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 39-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 39

**LEGAL DESCRIPTION:**

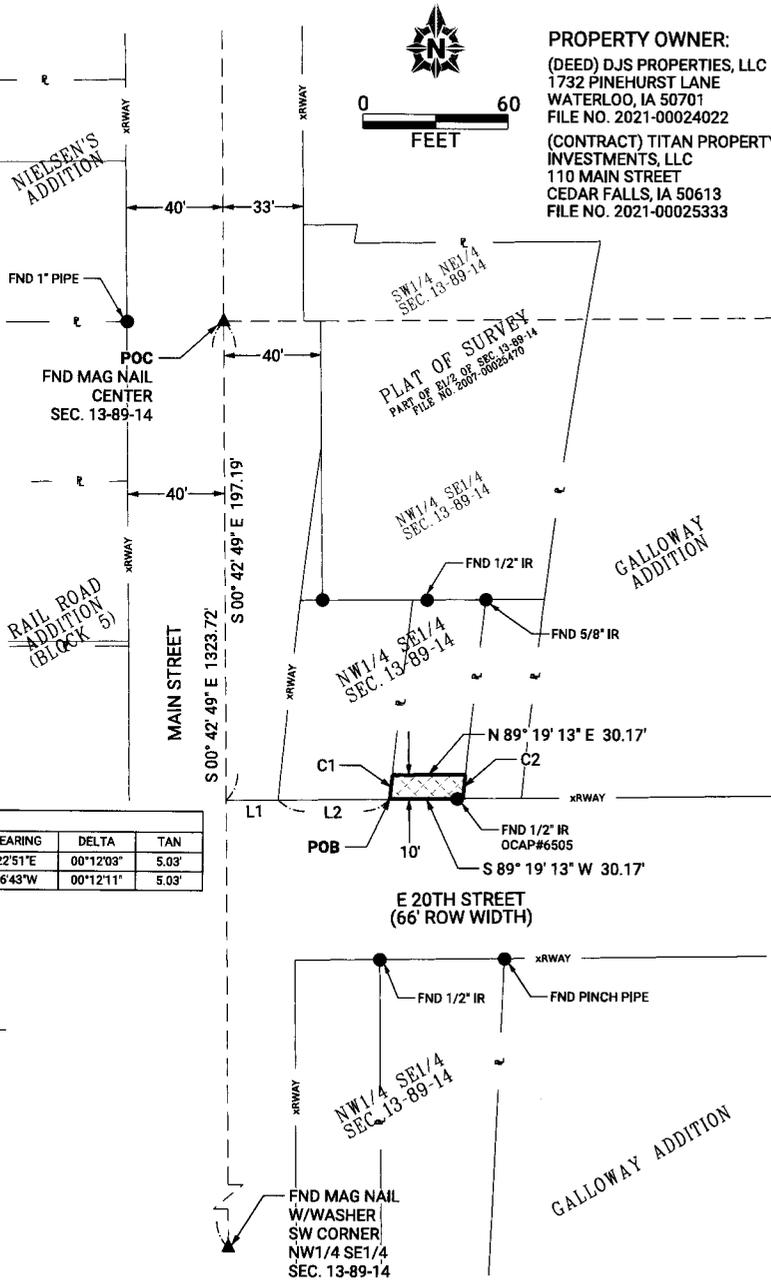
A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE SOUTH 00° 42' 49" EAST, 197.19 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89° 19' 13" EAST, 21.48 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E 20TH STREET; THENCE CONTINUING NORTH 89° 19' 13" EAST, 46.11 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY A DISTANCE OF 10.06 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A CENTRAL ANGLE OF 00° 12' 03", ALONG A 2869.11 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 05° 22' 51" EAST, 10.06 FEET; THENCE NORTH 89° 19' 13" EAST, 30.17 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 10.06 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A CENTRAL ANGLE OF 00° 12' 11", ALONG A 2839.11 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 05° 26' 43" WEST, 10.06 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 89° 19' 13" WEST, 30.17 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 302 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

**PROPERTY OWNER:**  
 (DEED) DJS PROPERTIES, LLC  
 1732 PINEHURST LANE  
 WATERLOO, IA 50701  
 FILE NO. 2021-00024022  
 (CONTRACT) TITAN PROPERTY INVESTMENTS, LLC  
 110 MAIN STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2021-00025333



CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	10.06'	2869.11'	10.06'	N05°22'51"E	00°12'03"	5.03'
C2	10.06'	2839.11'	10.06'	S05°26'43"W	00°12'11"	5.03'

LINE TABLE		
LINE	LENGTH	BEARING
L1	21.48'	N89°19'13"E
L2	46.11'	N89°19'13"E

- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
  - △ SET SECTION CORNER MONUMENT
  - FOUND P.K. NAIL (UNLESS NOTED)
  - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
  - (M) MEASURED DIMENSION
  - (R) RECORDED DIMENSION
  - I.R. IRON ROD
  - I.P. IRON PIPE
  - SECTION LINE
  - x- RWAY --- RIGHT-OF-WAY LINE
  - EXISTING LOT LINE
  - e- PROPERTY LINE
  - XXXXX TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022



**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 1904 Main St.  
Parcel Number: 43  
Project Number: RC-000-3283**

**County Tax Parcel No: 891413254005  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Deery Investments, Inc., Contract Seller, JD & DD Properties, LLC, Contract Buyer, Seller,  
and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>2,295.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>2,295.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>1,433</u> sq. ft.	<u>\$2,295.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
  - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
  - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
  - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
- 
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
  - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Deery Investments, Inc., Contract Seller

X \_\_\_\_\_ Date  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

X         Dan Deery                 6-20-2022         Date  
 By:         Dan Deery          
 Title:         UP        

State of         Iowa          
 County of         Black Hawk        

This record was acknowledged before me on the         20         day of         June        , 20        22        , by         Dan Deery         as         UP         of         Deery Investments Inc        

        [Signature]          
 Signature of notarial officer

        12/10/2022          
 Commission Expires



SELLER:

JD & DD Properties, LLC, Contract Buyer

ⓧ Don Deary 6-22-2022  
Date

By: Don Deary

Title: VP

X \_\_\_\_\_ Date

By: \_\_\_\_\_

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

State of Iowa  
County of Black Hawk

This record was acknowledged before me on the 22 day of June, 2022, by Don Deary as VP of JD & DD Properties LLC

Signature of notarial officer [Handwritten Signature]

12-10-2022  
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 43-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 43

**PROPERTY OWNER:**

JD AND DD PROPERTIES, LLC  
 7404 UNIVERSITY AVENUE  
 CEDAR FALLS, IA 50613  
 FILE NO. 2009-0000093

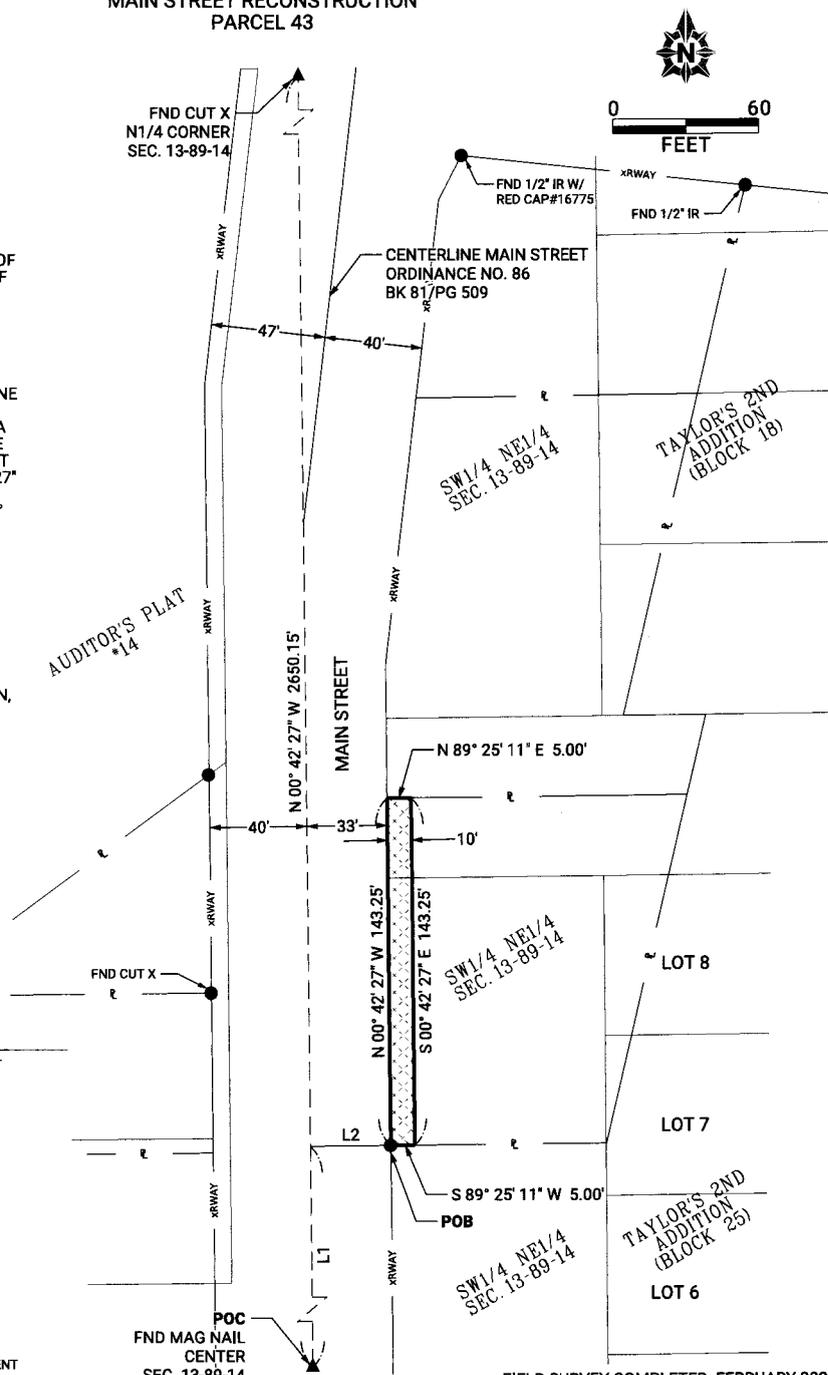
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 00° 42' 27" WEST, 188.67 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89° 25' 11" EAST, 33.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00° 42' 27" WEST, 143.25 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 89° 25' 11" EAST, 5.00 FEET; THENCE SOUTH 00° 42' 27" EAST, 143.25 FEET; THENCE SOUTH 89° 25' 11" WEST, 5.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,433 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

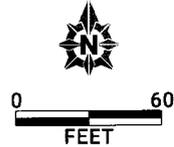
FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LINE TABLE		
LINE	LENGTH	BEARING
L1	188.67'	N00°42'27\"W
L2	33.00'	N89°25'11\"E

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- XRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/27/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Deery Investments, Inc., Contract Seller, JD & DD Properties, LLC, Contract Buyer (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Deery Investments, Inc., Contract Seller

X \_\_\_\_\_ Date

By: \_\_\_\_\_

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

X Dan Deery 6-20-2022  
Date

By: Dan Deery

Title: VP

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 20 day of June,  
2022 by Dan Deery, as VP of  
Deery Investment Inc.

[Signature]  
Signature of notarial officer

Stamp

[Signature]  
Title of Office



[My commission expires: 12-10-2022]

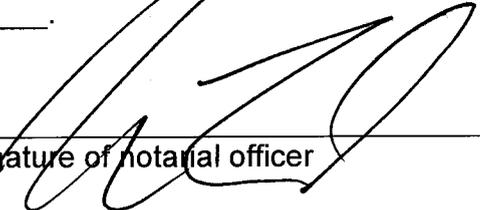
Grantor:

JD & DD Properties, LLC, Contract Buyer

Dan Deery 6-22-2022  
 By: Dan Deery Date 6-22-2022  
 Title: VP Date \_\_\_\_\_  
 Title: \_\_\_\_\_

State of Iowa  
 County of Black Hawk

This record was acknowledged before me on the 22 day of June,  
 2022 by Dan Deery, as VP of  
JD & DD Properties, LLC

  
 Signature of notarial officer

Stamp  
Notary  
 Title of Office

[My commission expires: 12-10-2022]



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 43-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 43

**PROPERTY OWNER:**

JD AND DD PROPERTIES, LLC  
 7404 UNIVERSITY AVENUE  
 CEDAR FALLS, IA 50613  
 FILE NO. 2009-00000093

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 00° 42' 27" WEST, 188.67 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89° 25' 11" EAST, 33.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00° 42' 27" WEST, 143.25 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 89° 25' 11" EAST, 5.00 FEET; THENCE SOUTH 00° 42' 27" EAST, 143.25 FEET; THENCE SOUTH 89° 25' 11" WEST, 5.00 FEET TO THE POINT OF BEGINNING.

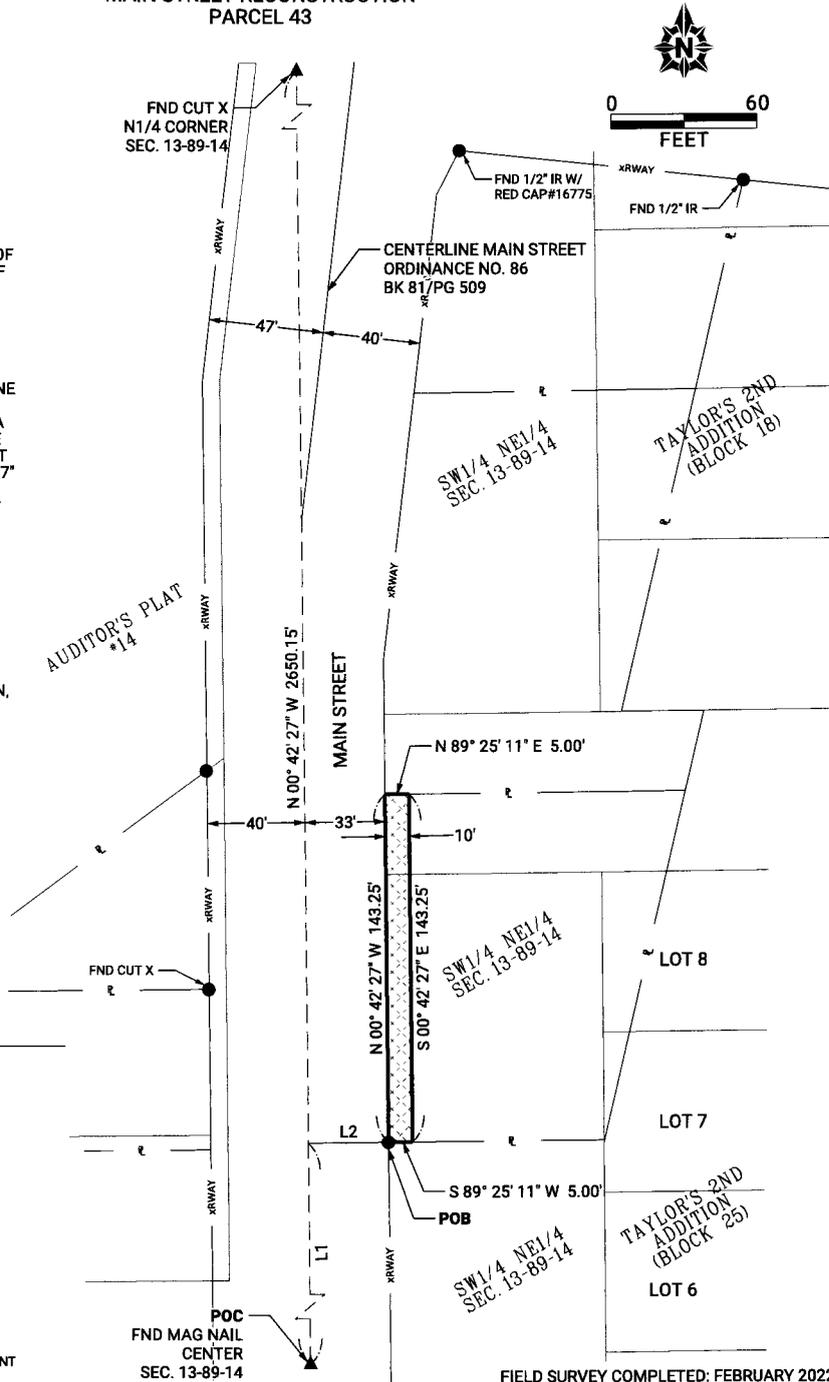
SAID TRACT CONTAINS 1,433 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	188.67'	N00°42'27"W
L2	33.00'	N89°25'11"E

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- x- RWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/27/2022

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 1820 Main St.  
Parcel Number: 44  
Project Number: RC-000-3283**

**County Tax Parcel No: 891413254002  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Deery Investments, Inc., an Iowa Corporation, Contract Seller, JD & DD Properties, LLC, Contract Buyer, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>5,015.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>5,015.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	<u>3,134</u>	sq. ft.	_____	<u>\$5,015.00</u>
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached temporary easement plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

---

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Deery Investments, Inc., Contract Seller

X \_\_\_\_\_  
 Date

By: \_\_\_\_\_

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

X         Dan Deery                 6-20-2022          
 Date

By:         Dan Deery        

Title:         VP        

State of         Iowa        

County of         Black Hawk        

This record was acknowledged before me on the         20         day of         June        , 2022, by         Dan Deery         as         VP         of         Deery Investments        

        [Signature]          
 Signature of notarial officer

        12/10/2022          
 Commission Expires



SELLER:

JD & DD Properties, LLC, Contract Buyer

X \_\_\_\_\_  
Date  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

X Dan Doery 6-20-2022  
Date  
By: Dan Doery  
Title: VP

State of Iowa  
County of Black Hawk

This record was acknowledged before me on the 20 day of JUNE, 2022, by Dan Doery as VP of JD + DD Properties, LLC

[Signature]  
Signature of notarial officer

12/10/2022  
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 44-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 1820 MAIN STREET  
 PARCEL 44

**PROPERTY OWNER:**

JD AND DD PROPERTIES, LLC  
 7404 UNIVERSITY AVENUE  
 CEDAR FALLS, IA 50613  
 FILE NO. 2009-00000093

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 00° 42' 27" WEST, 331.92 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89° 25' 11" EAST, 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00° 42' 27" WEST, 55.24 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 06° 29' 33" EAST, 110.63 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, PER ORDINANCE NO. 86 RECORDED IN BOOK 81, PAGE 509 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE; THENCE NORTH 89° 09' 43" EAST, 20.16 FEET; THENCE SOUTH 06° 29' 33" WEST, 166.39 FEET; THENCE SOUTH 89° 25' 11" WEST, 13.18 FEET TO THE POINT OF BEGINNING.

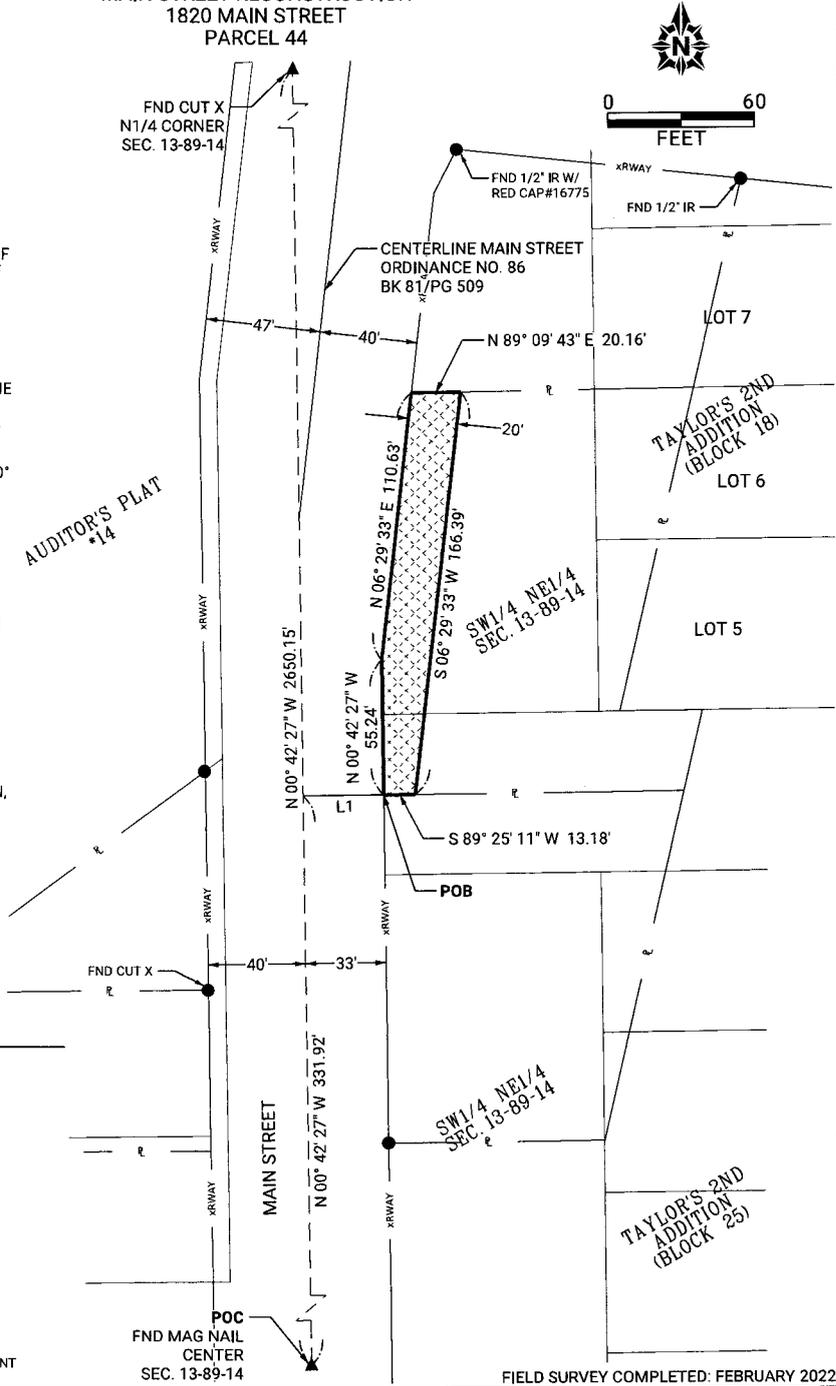
SAID TRACT CONTAINS 3,134 SQUARE FEET OR 0.07 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	33.00'	N89°25'11"E

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/27/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this day of \_\_\_\_\_, 20\_\_, by Deery Investments, Inc., an Iowa Corporation, Contract Seller, JD & DD Properties, LLC, Contract Buyer ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Deery Investments, Inc., Contract Seller

X \_\_\_\_\_ Date

By: \_\_\_\_\_

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

X Dan Deery 6-20-2022  
Date

By: Dan Deery

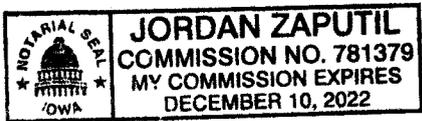
Title: VP

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 20 day of June,  
2022 by Dan Deery, as VP of  
Deery Investments Inc.

[Signature]  
Signature of notarial officer  
Stamp



Iowa notary  
Title of Office

[My commission expires: 12/10/2022]

Grantor:

JD & DD Properties, LLC, Contract Buyer

X \_\_\_\_\_ Date

By: \_\_\_\_\_

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

X Dan Deery 6-20-2022  
Date

By: Dan Deery

Title: VP

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 20 day of June,  
2022, by Dan Deery, as VP of  
JD & DD Properties LLC.

[Signature]  
Signature of notarial officer



Stamp

Iowa notary  
Title of Office

[My commission expires: 12/10/2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 44-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 1820 MAIN STREET  
 PARCEL 44

**PROPERTY OWNER:**

JD AND DD PROPERTIES, LLC  
 7404 UNIVERSITY AVENUE  
 CEDAR FALLS, IA 50613  
 FILE NO. 2009-00000093

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 00° 42' 27" WEST, 331.92 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89° 25' 11" EAST, 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00° 42' 27" WEST, 55.24 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 06° 29' 33" EAST, 110.63 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, PER ORDINANCE NO. 86 RECORDED IN BOOK 81, PAGE 509 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE; THENCE NORTH 89° 09' 43" EAST, 20.16 FEET; THENCE SOUTH 06° 29' 33" WEST, 166.39 FEET; THENCE SOUTH 89° 25' 11" WEST, 13.18 FEET TO THE POINT OF BEGINNING.

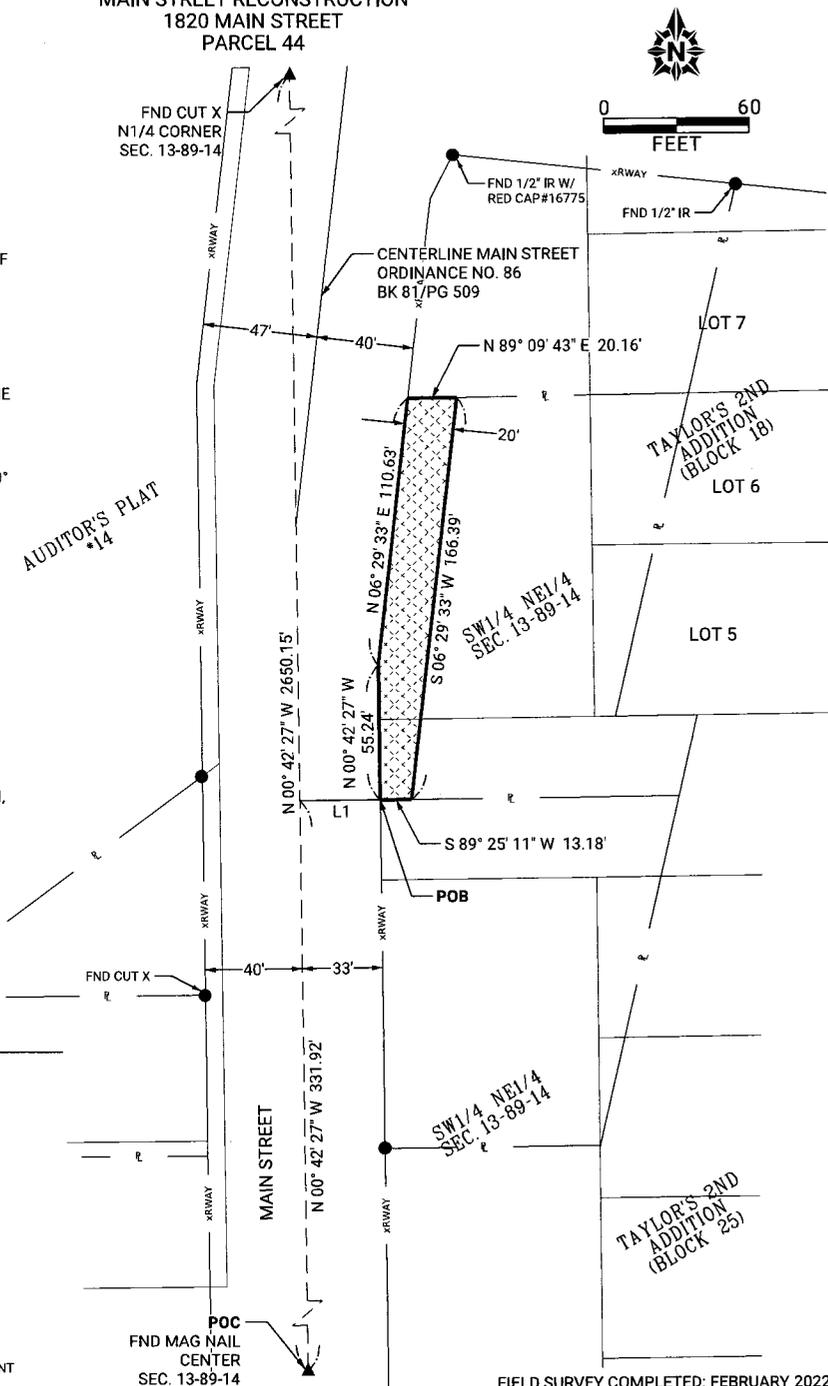
SAID TRACT CONTAINS 3,134 SQUARE FEET OR 0.07 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	33.00'	N89°25'11"E

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- r - PROPERTY LINE
- XXXXXX TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/27/2022

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 1703 State St.  
Parcel Number: 50  
Project Number: RC-000-3283

County Tax Parcel No: 891413251021  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between CVVC Properties, L.L.C., Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1,115.00	on possession and conveyance	60 days after Buyer approval
\$ 1,115.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	696 sq. ft.	\$ 1,115.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the Attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

---

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

CVVC Properties, L.L.C.

X *Cliff Pauken* 2/9/2022  
Date

By: \_\_\_\_\_

Title: President

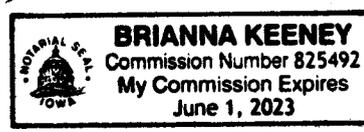
X \_\_\_\_\_  
Date

By: \_\_\_\_\_

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

State of Iowa

County of Black Hawk



This record was acknowledged before me on the 9 day of February, 2022, by Cliff Pauken as President of CVVC Properties LLC

*Brianna Keeney*  
Signature of notarial officer

June 1, 2023  
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 50-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 50

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

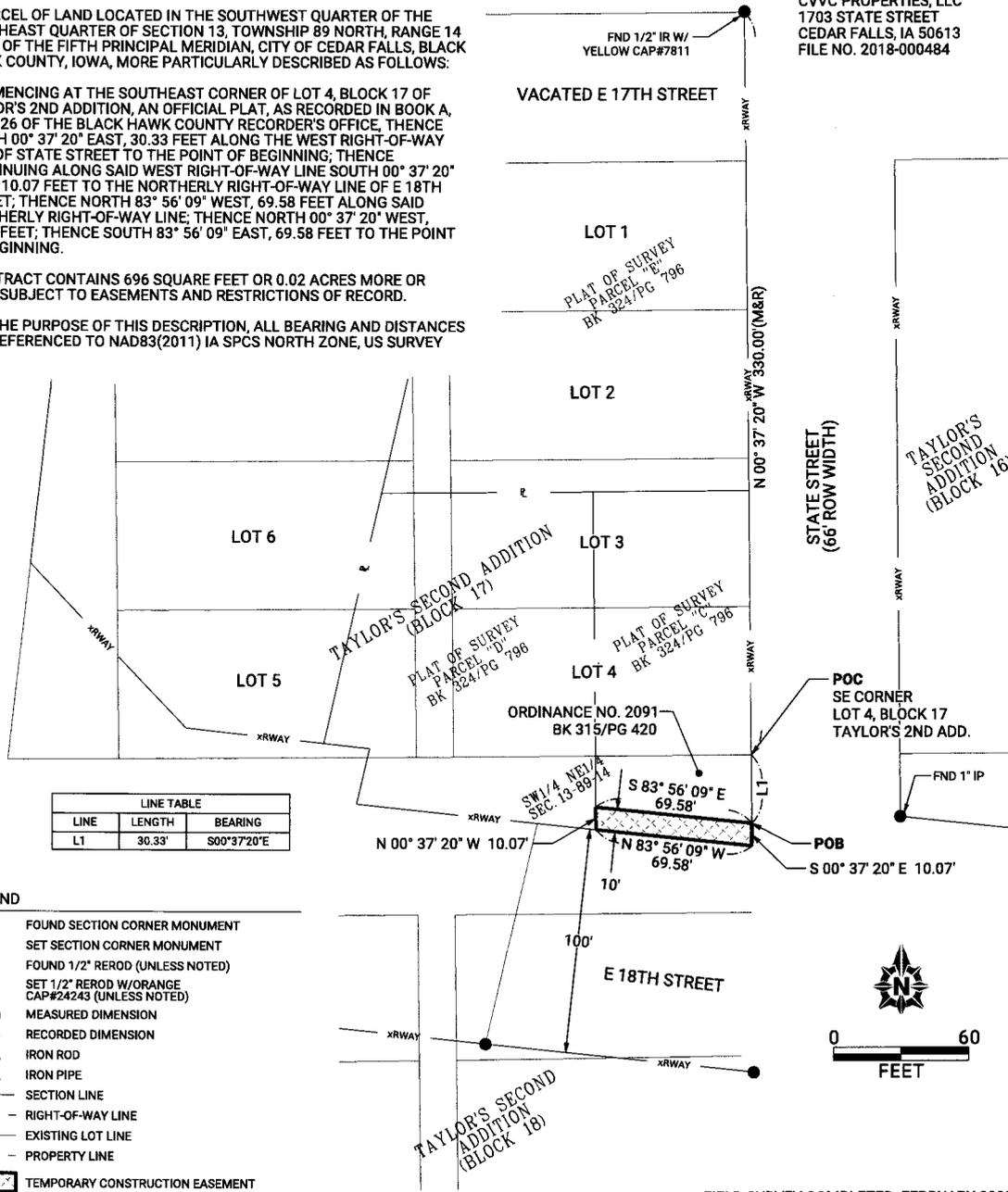
COMMENCING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 17 OF TAYLOR'S 2ND ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, THENCE SOUTH 00° 37' 20" EAST, 30.33 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF STATE STREET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00° 37' 20" EAST, 10.07 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF E 18TH STREET; THENCE NORTH 83° 56' 09" WEST, 69.58 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 00° 37' 20" WEST, 10.07 FEET; THENCE SOUTH 83° 56' 09" EAST, 69.58 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 696 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

**PROPERTY OWNER:**

CVVC PROPERTIES, LLC  
 1703 STATE STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2018-000484



LINE TABLE		
LINE	LENGTH	BEARING
L1	30.33'	S00°37'20"E

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by CVVC Properties, L.L.C. ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

CVVC Properties, L.L.C.

X Cliff Paulsen 2/9/2022  
Date

By: \_\_\_\_\_

Title: President

X \_\_\_\_\_  
Date

By: \_\_\_\_\_

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

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

This record was acknowledged before me on the 9 day of February,  
2022 by Cliff Paulsen, as President of  
CVVC Properties LLC.



Brianna Keeney  
Signature of notarial officer

Stamp  
[ Iowa notary ]  
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 50-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 50

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

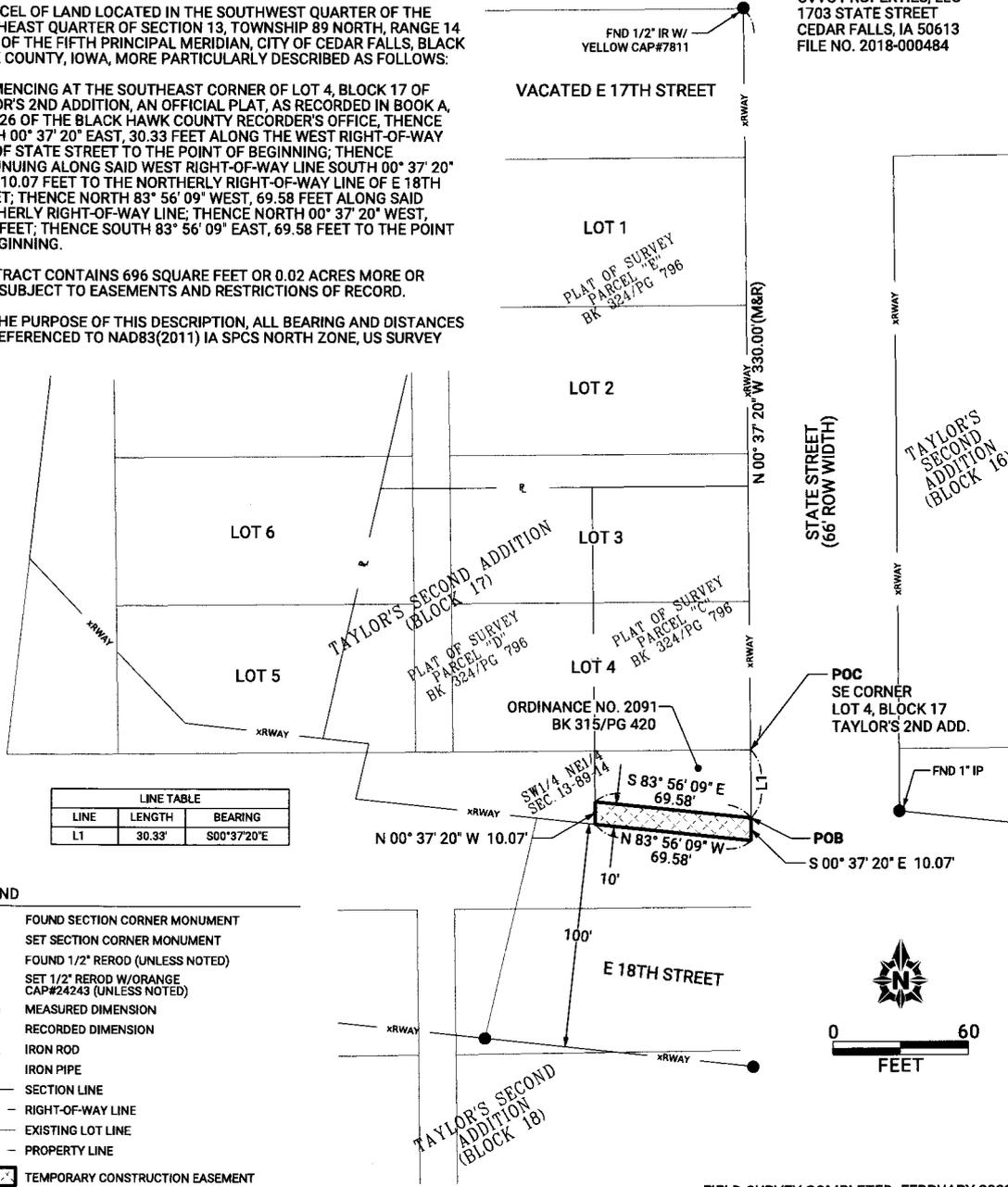
COMMENCING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 17 OF TAYLOR'S 2ND ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, THENCE SOUTH 00° 37' 20" EAST, 30.33 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF STATE STREET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00° 37' 20" EAST, 10.07 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF E 18TH STREET; THENCE NORTH 83° 56' 09" WEST, 69.58 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 00° 37' 20" WEST, 10.07 FEET; THENCE SOUTH 83° 56' 09" EAST, 69.58 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 696 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

**PROPERTY OWNER:**

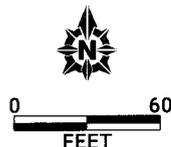
CVVC PROPERTIES, LLC  
 1703 STATE STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2018-000484



LINE TABLE		
LINE	LENGTH	BEARING
L1	30.33'	S00°37'20"E

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address:** 1904 Main St.  
**Parcel Number:** 43  
**Project Number:** RC-000-3283

**County Tax Parcel No:** 891413254005  
**Project Name:** Main Street Reconstruction

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Deery Investments, Inc., Contract Seller, JD & DD Properties, LLC, Contract Buyer, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>2,295.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>2,295.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	<u>1,433</u>	sq. ft.	<u>_____</u>	<u>\$2,295.00</u>
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
  - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
  - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
  - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
- 
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
  - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Deery Investments, Inc., Contract Seller

X \_\_\_\_\_  
 Date

By: \_\_\_\_\_

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

X         Dan Deery                 6-20-2022          
 Date

By:         Dan Deery        

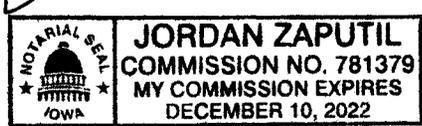
Title:         VP        

State of         Iowa          
 County of         Black Hawk        

This record was acknowledged before me on the         20         day of         June        , 2022, by         Dan Deery         as         VP         of         Deery Investments Inc        

        [Signature]          
 Signature of Notarial Officer

        12/10/2022          
 Commission Expires



SELLER:

JD & DD Properties, LLC, Contract Buyer

ⓧ Don Deary 6-22-2022  
Date  
By: Don Deary  
Title: VP

X \_\_\_\_\_ Date  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

State of Iowa  
County of Black Hawk

This record was acknowledged before me on the 22 day of June, 2022 by Don Deary as VP of JD & DD Properties LLC

Signature of notarial officer [Handwritten Signature]

12-10-2022  
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 43-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 43

**PROPERTY OWNER:**

JD AND DD PROPERTIES, LLC  
 7404 UNIVERSITY AVENUE  
 CEDAR FALLS, IA 50613  
 FILE NO. 2009-0000093

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 00° 42' 27" WEST, 188.67 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89° 25' 11" EAST, 33.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00° 42' 27" WEST, 143.25 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 89° 25' 11" EAST, 5.00 FEET; THENCE SOUTH 00° 42' 27" EAST, 143.25 FEET; THENCE SOUTH 89° 25' 11" WEST, 5.00 FEET TO THE POINT OF BEGINNING.

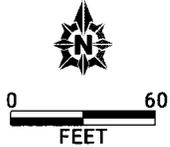
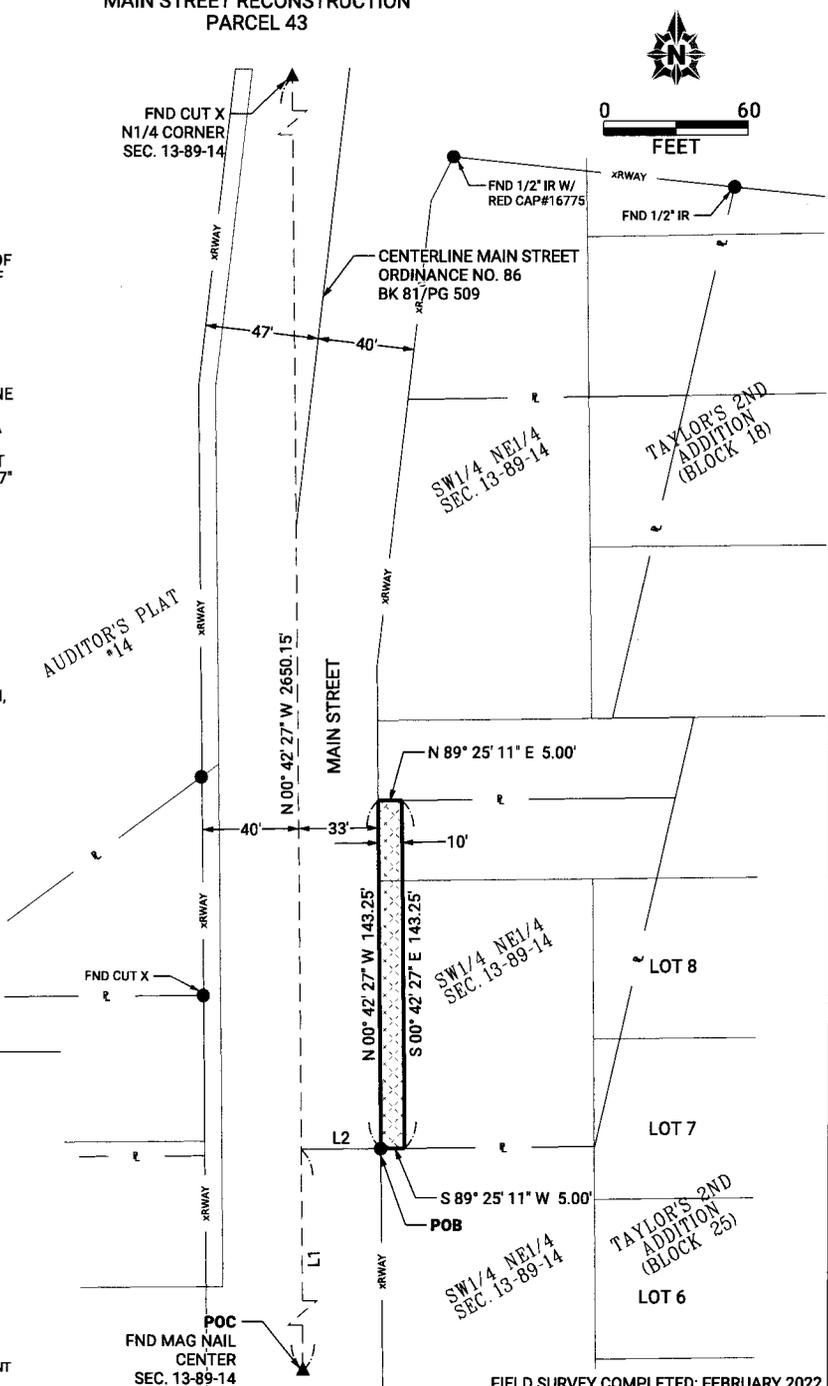
SAID TRACT CONTAINS 1,433 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	188.67	N00°42'27"W
L2	33.00	N89°25'11"E

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- e - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/27/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Deery Investments, Inc., Contract Seller, JD & DD Properties, LLC, Contract Buyer ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

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2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

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5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Deery Investments, Inc., Contract Seller

X \_\_\_\_\_

X Den Deery 6-20-2022

Date

Date

By: \_\_\_\_\_

By: Den Deery

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

Title: VP

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 20 day of June, 2022 by Den Deery, as VP of Deery Investment Inc.

[Signature]  
Signature of notarial officer

Stamp



[Signature]

Title of Office

[My commission expires: 12-10-2022]

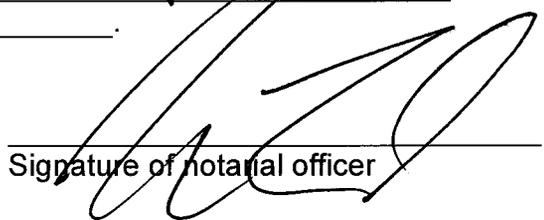
Grantor:

JD & DD Properties, LLC, Contract Buyer

Dan Deery 6-22-2022  
 By: \_\_\_\_\_ Date \_\_\_\_\_  
 Title: VP \_\_\_\_\_ Title: \_\_\_\_\_

State of Iowa  
 County of Black Hawk

This record was acknowledged before me on the 22 day of June,  
 2022 by Dan Deery, as VP of  
JD & DD Properties, LLC

  
 Signature of notarial officer

Stamp  
 [ Notary ]  
 Title of Office

[My commission expires: 12-10-2022]



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

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20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
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\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 43-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 43

**PROPERTY OWNER:**

JD AND DD PROPERTIES, LLC  
 7404 UNIVERSITY AVENUE  
 CEDAR FALLS, IA 50613  
 FILE NO. 2009-00000093

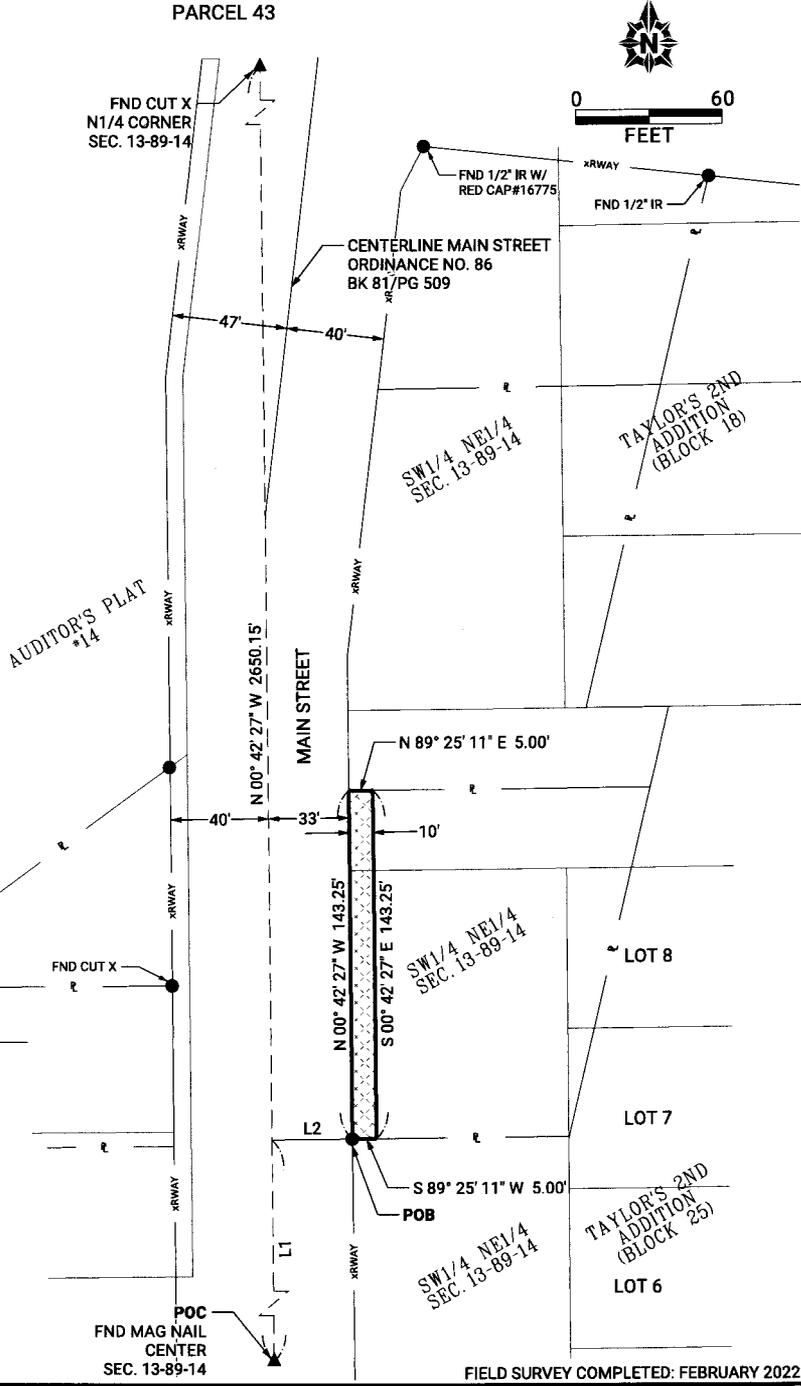
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LINE	LENGTH	BEARING
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L2	33.00'	N89°25'11"E

- LEGEND**
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  - △ SET SECTION CORNER MONUMENT
  - FOUND PINCH PIPE (UNLESS NOTED)
  - SET 1/2" RED OD W/ORANGE CAP #24243 (UNLESS NOTED)
  - (M) MEASURED DIMENSION
  - (R) RECORDED DIMENSION
  - (D) DEEDED DIMENSION
  - I.R. IRON ROD
  - I.P. IRON PIPE
  - SECTION LINE
  - XRWAY- RIGHT-OF-WAY LINE
  - - - EXISTING LOT LINE
  - e - PROPERTY LINE
  - [Pattern Box] TEMPORARY CONSTRUCTION EASEMENT

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/27/2022

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 1820 Main St.  
Parcel Number: 44  
Project Number: RC-000-3283

County Tax Parcel No: 891413254002  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Deery Investments, Inc., an Iowa Corporation, Contract Seller, JD & DD Properties, LLC, Contract Buyer, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>5,015.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>5,015.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	<u>3,134</u>	sq. ft.	_____	<u>\$5,015.00</u>
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached temporary easement plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Deery Investments, Inc., Contract Seller

X \_\_\_\_\_ Date  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

X         *Don Deery*                 6-20-2022          
 By:         *Don Deery*         Date  
 Title:         VP        

State of         Iowa          
 County of         Black Hawk        

This record was acknowledged before me on the         20         day of         June        , 2022, by  
        *Don Deery*         as         VP         of         Deery Investments        

        *[Signature]*          
 Signature of notarial officer

        12/10/2022          
 Commission Expires



SELLER:

JD & DD Properties, LLC, Contract Buyer

X \_\_\_\_\_

Date

By: \_\_\_\_\_

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

X \_\_\_\_\_

Date

By: Dan Doery

Title: VP

*[Handwritten signature and date: Dan Doery 6-20-2022]*

State of Iowa  
County of Black Hawk

This record was acknowledged before me on the 20 day of JUNE, 2022, by Dan Doery as VP of JD + DD Properties, LLC

*[Handwritten signature of notarial officer]*  
\_\_\_\_\_  
Signature of notarial officer

12/10/2022  
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 44-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 1820 MAIN STREET  
 PARCEL 44

**PROPERTY OWNER:**

JD AND DD PROPERTIES, LLC  
 7404 UNIVERSITY AVENUE  
 CEDAR FALLS, IA 50613  
 FILE NO. 2009-00000093

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 00° 42' 27" WEST, 331.92 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, THENCE NORTH 89° 25' 11" EAST, 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00° 42' 27" WEST, 55.24 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 06° 29' 33" EAST, 110.63 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, PER ORDINANCE NO. 86 RECORDED IN BOOK 81, PAGE 509 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE; THENCE NORTH 89° 09' 43" EAST, 20.16 FEET; THENCE SOUTH 06° 29' 33" WEST, 166.39 FEET; THENCE SOUTH 89° 25' 11" WEST, 13.18 FEET TO THE POINT OF BEGINNING.

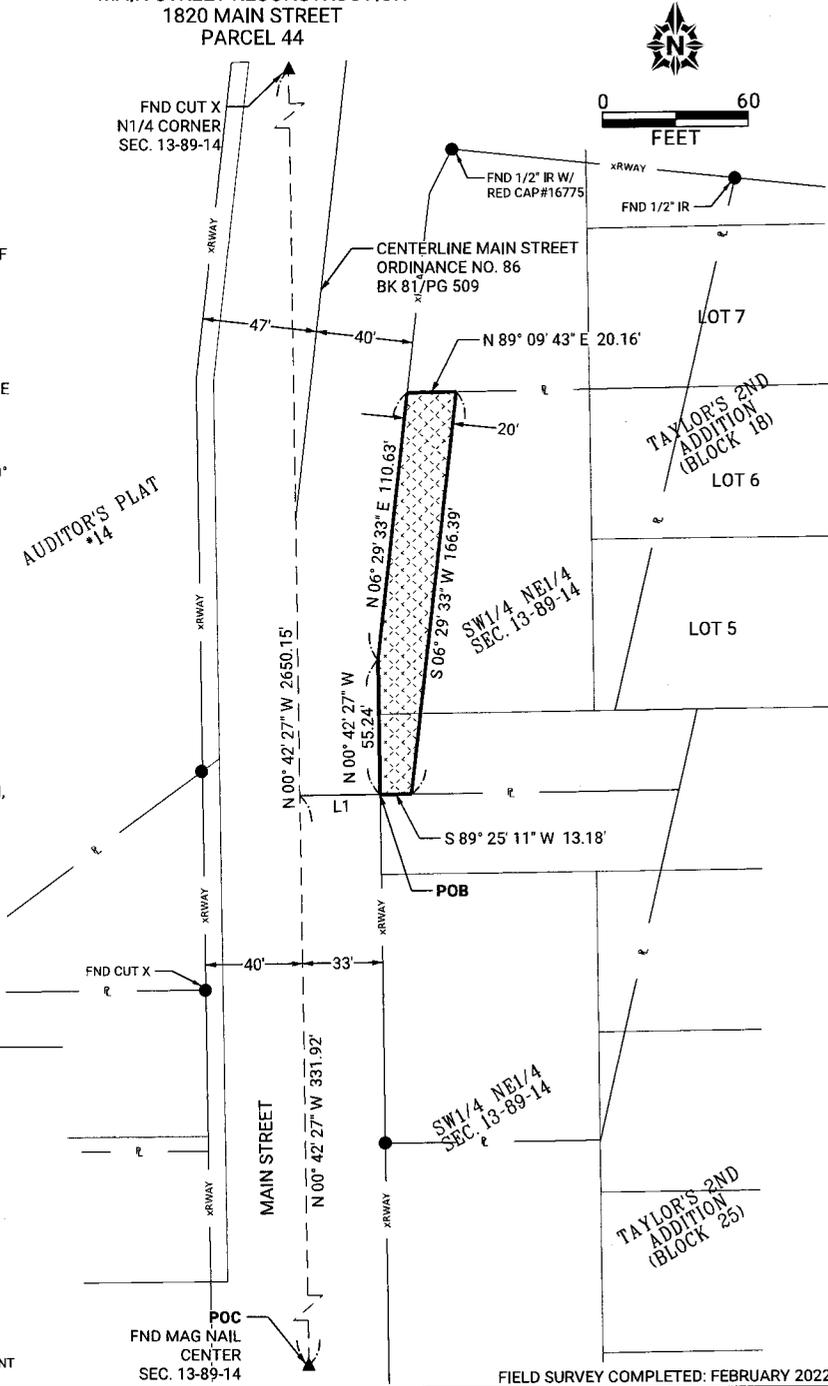
SAID TRACT CONTAINS 3,134 SQUARE FEET OR 0.07 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	33.00'	N89°25'11"E

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/27/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Deery Investments, Inc., an Iowa Corporation, Contract Seller, JD & DD Properties, LLC, Contract Buyer (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Deery Investments, Inc., Contract Seller

X \_\_\_\_\_ Date

By: \_\_\_\_\_

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

X Dan Deery 6-20-2022  
Date

By: Dan Deery

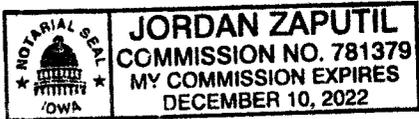
Title: VP

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 20 day of June,  
2022 by Dan Deery, as VP of  
Deery Investments Inc.

[Signature]  
Signature of notarial officer  
Stamp



Iowa notary  
Title of Office

[My commission expires: 12/10/2022]

Grantor:

JD & DD Properties, LLC, Contract Buyer

X \_\_\_\_\_ Date

By: \_\_\_\_\_

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

X Dan Deery 6-20-2022  
Date

By: Dan Deery

Title: VP

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 20 day of June,  
2022, by Dan Deery, as VP of  
JD & DD Properties LLC.

[Signature]  
Signature of notarial officer



Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: 12/10/2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 44-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 1820 MAIN STREET  
 PARCEL 44

**PROPERTY OWNER:**

JD AND DD PROPERTIES, LLC  
 7404 UNIVERSITY AVENUE  
 CEDAR FALLS, IA 50613  
 FILE NO. 2009-00000093

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 00° 42' 27" WEST, 331.92 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, THENCE NORTH 89° 25' 11" EAST, 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00° 42' 27" WEST, 55.24 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THENCE NORTH 06° 29' 33" EAST, 110.63 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, PER ORDINANCE NO. 86 RECORDED IN BOOK 81, PAGE 509 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE; THENCE NORTH 89° 09' 43" EAST, 20.16 FEET; THENCE SOUTH 06° 29' 33" WEST, 166.39 FEET; THENCE SOUTH 89° 25' 11" WEST, 13.18 FEET TO THE POINT OF BEGINNING.

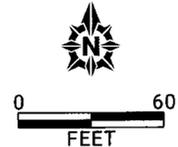
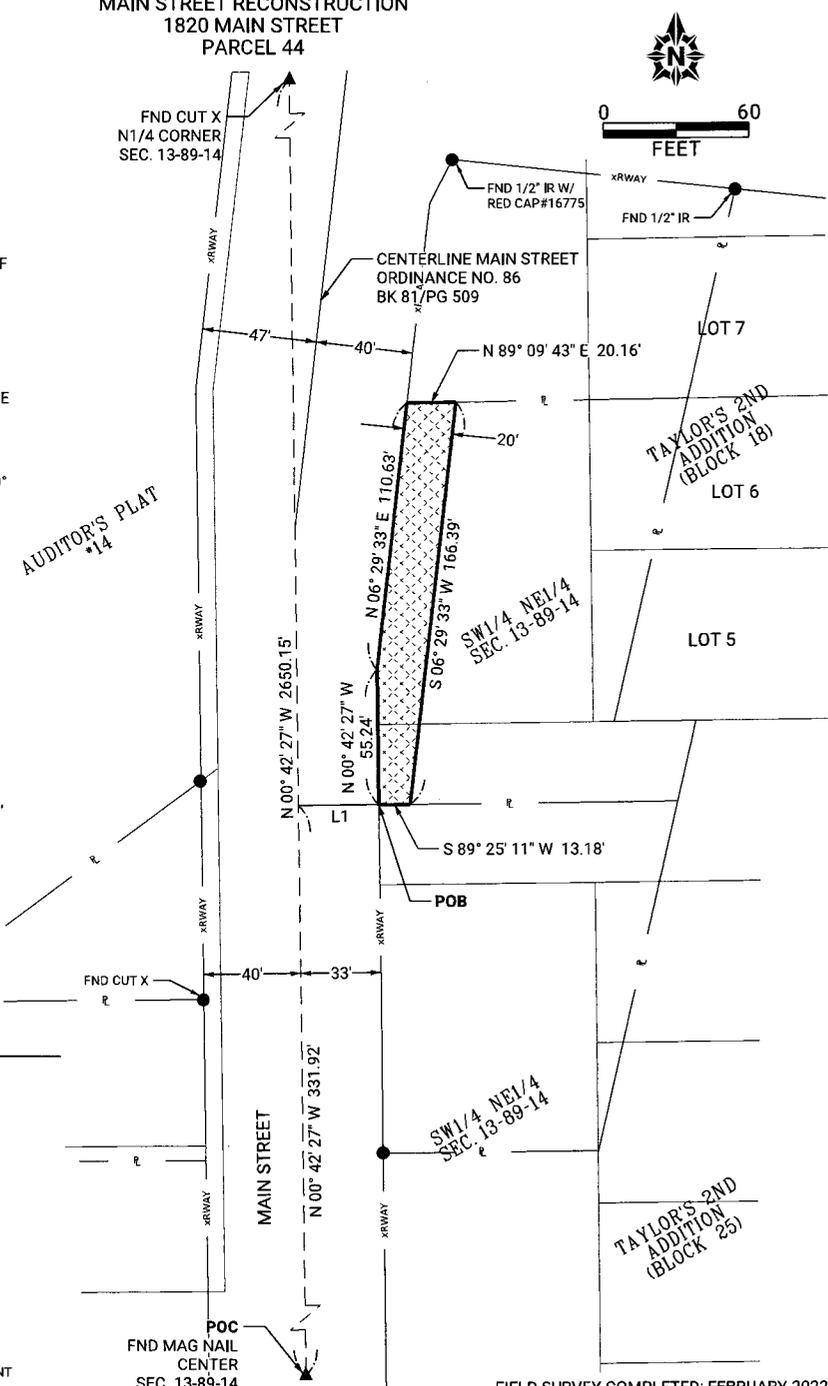
SAID TRACT CONTAINS 3,134 SQUARE FEET OR 0.07 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	33.00'	N89°25'11"E

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REDOD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/27/2022

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 1703 State St.  
Parcel Number: 50  
Project Number: RC-000-3283**

**County Tax Parcel No: 891413251021  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_,  
by and between CVVC Properties, L.L.C., Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,115.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,115.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>696</u> sq. ft.	<u>\$1,115.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the Attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

---

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

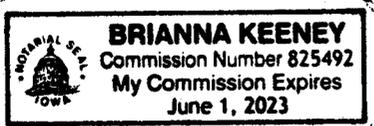
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

CVVC Properties, L.L.C.  
 x *Cliff Pauken* 2/9/2022  
 Date  
 By: \_\_\_\_\_  
 Title: President

x \_\_\_\_\_  
 Date  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 9 day of February, 2022, by Cliff Pauken as President of CVVC Properties LLC

*Brianna Keeney*  
 Signature of notarial officer

June 1, 2023  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 50-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 50

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

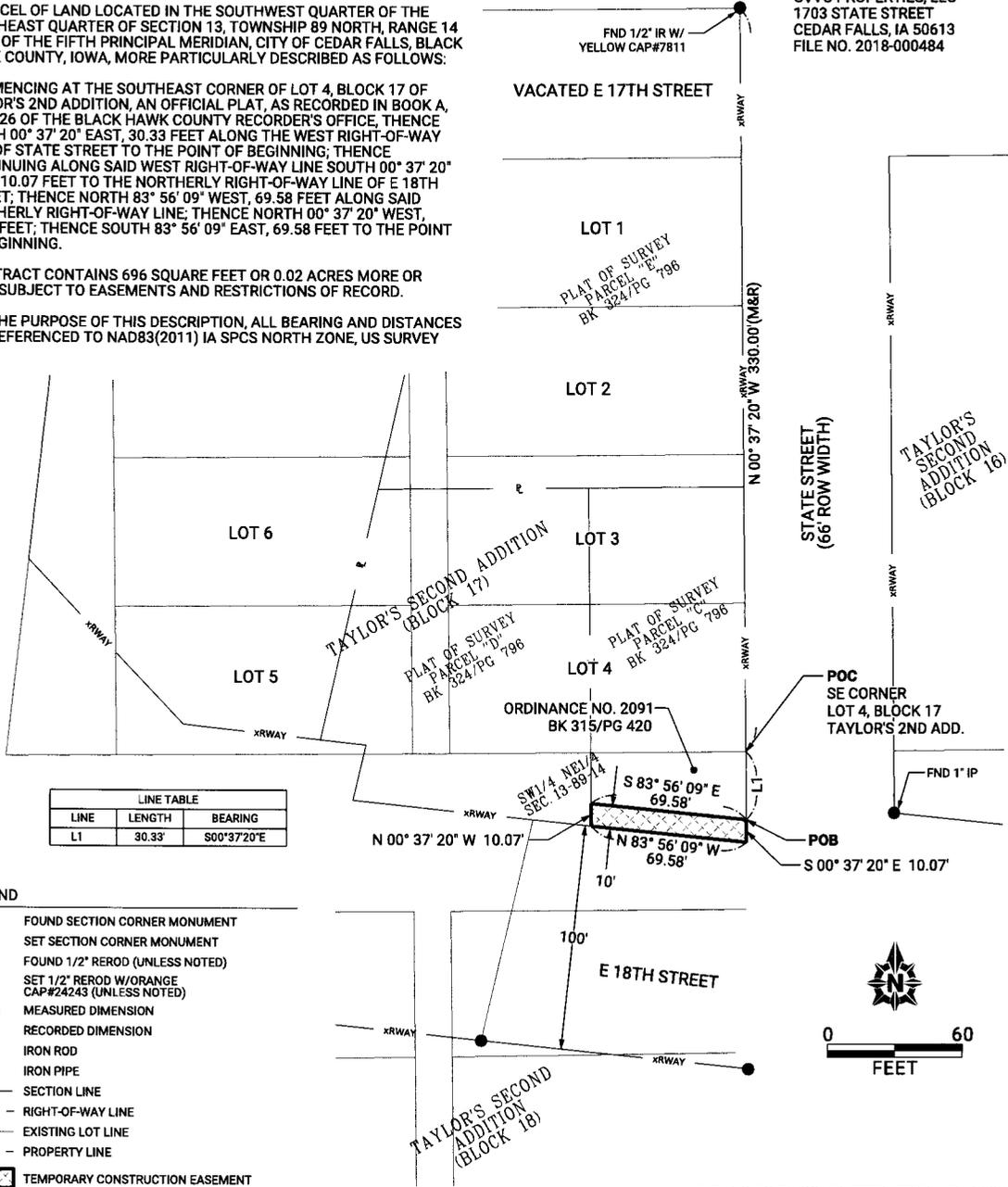
COMMENCING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 17 OF TAYLOR'S 2ND ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, THENCE SOUTH 00° 37' 20" EAST, 30.33 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF STATE STREET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00° 37' 20" EAST, 10.07 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF E 18TH STREET; THENCE NORTH 83° 56' 09" WEST, 69.58 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 00° 37' 20" WEST, 10.07 FEET; THENCE SOUTH 83° 56' 09" EAST, 69.58 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 696 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

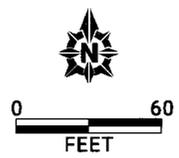
**PROPERTY OWNER:**

CVVC PROPERTIES, LLC  
 1703 STATE STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2018-000484



LINE TABLE		
LINE	LENGTH	BEARING
L1	30.33'	S00°37'20"E

- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
  - △ SET SECTION CORNER MONUMENT
  - FOUND 1/2" ROD (UNLESS NOTED)
  - SET 1/2" ROD W/ORANGE CAP#24243 (UNLESS NOTED)
  - (M) MEASURED DIMENSION
  - (R) RECORDED DIMENSION
  - I.R. IRON ROD
  - I.P. IRON PIPE
  - SECTION LINE
  - xRWAY - RIGHT-OF-WAY LINE
  - - - EXISTING LOT LINE
  - t - PROPERTY LINE
  - TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by CVVC Properties, L.L.C. ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

CVVC Properties, L.L.C.

X Cliff Paulsen 2/9/2022  
Date

By: \_\_\_\_\_

Title: President

X \_\_\_\_\_ Date

By: \_\_\_\_\_

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This record was acknowledged before me on the 9 day of February,  
2022 by Cliff Paulsen, as President of  
CVVC Properties LLC.



Brian Keeney  
Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 50-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 50

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

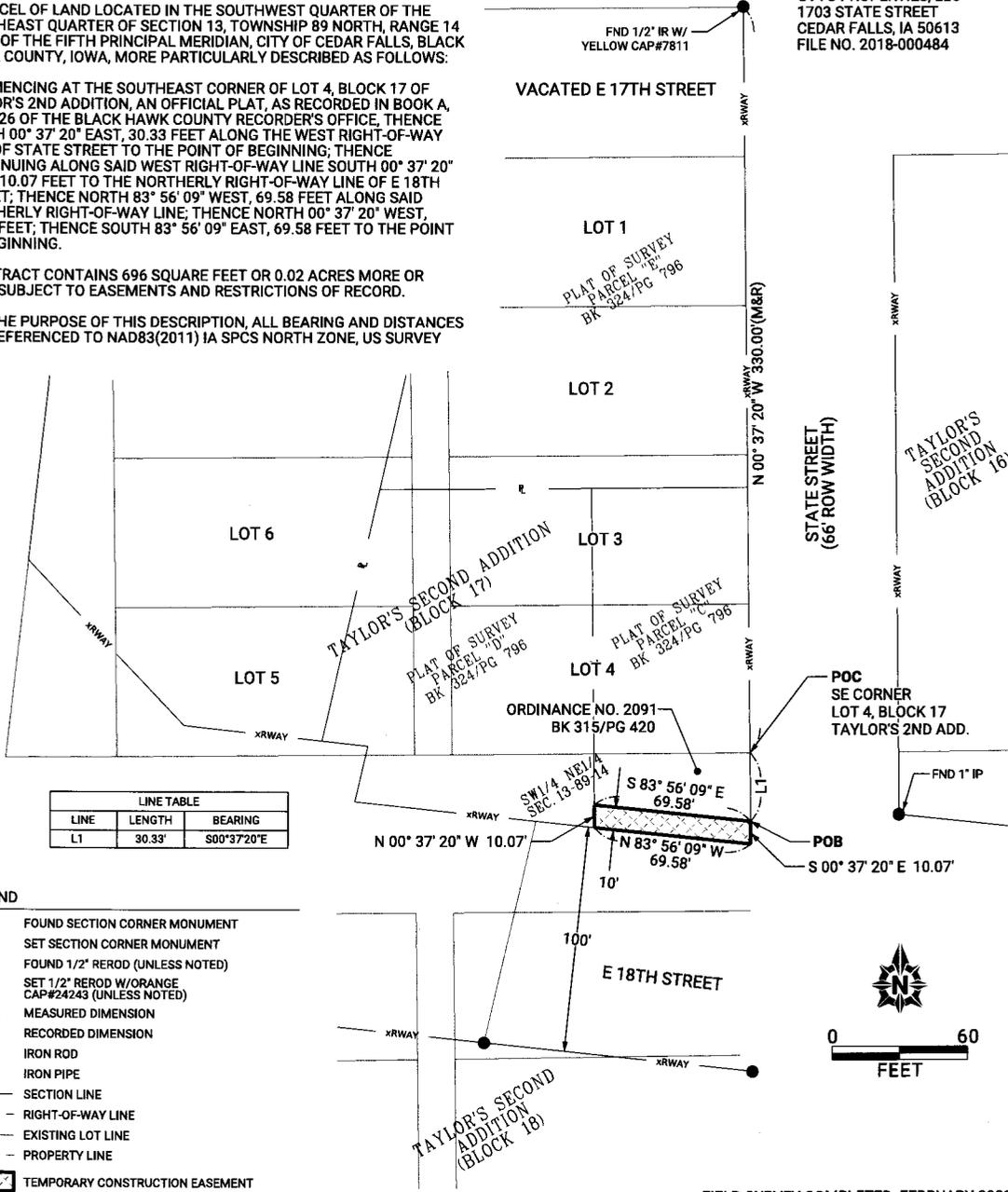
COMMENCING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 17 OF TAYLOR'S 2ND ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, THENCE SOUTH 00° 37' 20" EAST, 30.33 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF STATE STREET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00° 37' 20" EAST, 10.07 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF E 18TH STREET; THENCE NORTH 83° 56' 09" WEST, 69.58 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 00° 37' 20" WEST, 10.07 FEET; THENCE SOUTH 83° 56' 09" EAST, 69.58 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 696 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

**PROPERTY OWNER:**

CVVC PROPERTIES, LLC  
 1703 STATE STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2018-000484



LINE TABLE		
LINE	LENGTH	BEARING
L1	30.33'	S00°37'20"E

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 118 & 120 E 18<sup>th</sup> St.  
Parcel Number: 51  
Project Number: RC-000-3283**

**County Tax Parcel No: 891413251020  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between TRP Properties, L.L.C., Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1,690.00	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ 1,690.00	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	1,056 sq. ft.	\$1,690.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

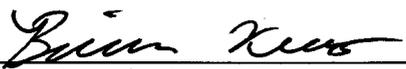
TRP Properties, L.L.C.

X  2-9-2022  
 Date  
 By: \_\_\_\_\_  
 Title: President

X \_\_\_\_\_  
 Date  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

State of Iowa  
 County of Black Hawk

This record was acknowledged before me on the 9 day of February, 2022, by Cliff Pawben as President of TRP Properties LLC

  
 Signature of notarial officer

June 1, 2023  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 51-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 118 & 120 E 18TH STREET  
 PARCEL 51

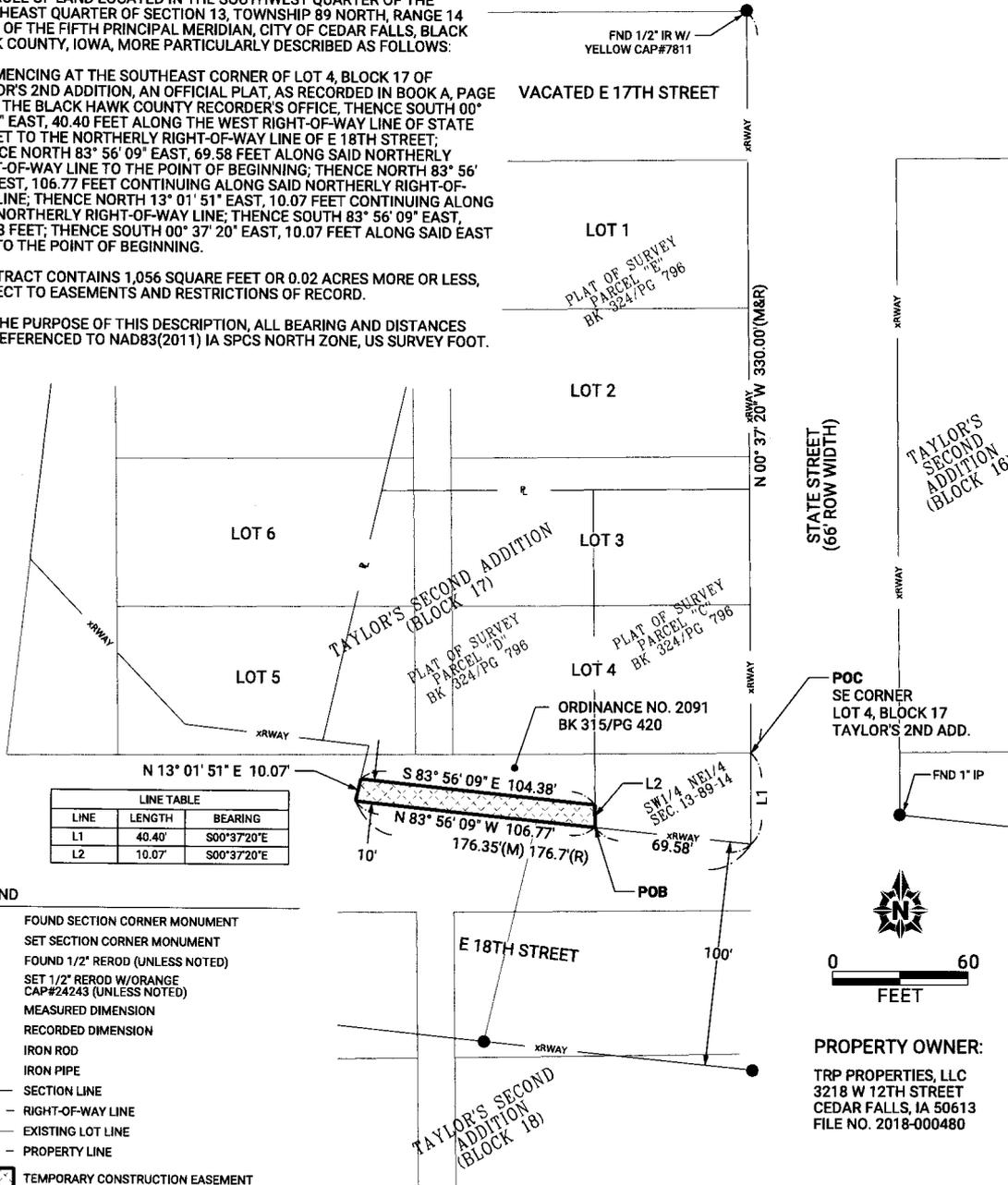
**LEGAL DESCRIPTION:**

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COMMENCING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 17 OF TAYLOR'S 2ND ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, THENCE SOUTH 00° 37' 20" EAST, 40.40 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF STATE STREET TO THE NORTHERLY RIGHT-OF-WAY LINE OF E 18TH STREET; THENCE NORTH 83° 56' 09" EAST, 69.58 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE NORTH 83° 56' 09" WEST, 106.77 FEET CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 13° 01' 51" EAST, 10.07 FEET CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 83° 56' 09" EAST, 104.38 FEET; THENCE SOUTH 00° 37' 20" EAST, 10.07 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,056 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022

FIELD SURVEY COMPLETED: FEBRUARY 2022

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

**PROPERTY OWNER:**  
 TRP PROPERTIES, LLC  
 3218 W 12TH STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2018-000480

SHEET  
 1 OF 1

Prepared By: City of Cedar Falls 220 Clay Street, Cedar Falls, IA

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by TRP Properties, L.L.C. ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

TRP Properties, L.L.C.

X *Cliff Paulsen* 2-9-2022  
Date

By: \_\_\_\_\_

Title: *President*

X \_\_\_\_\_  
Date

By: \_\_\_\_\_

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

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 9 day of February, 2022, by Cliff Paulsen, as President of TRP Properties LLC.

*Brianna Keene*  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[My commission expires: June 2023 ]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 51-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 118 & 120 E 18TH STREET  
 PARCEL 51

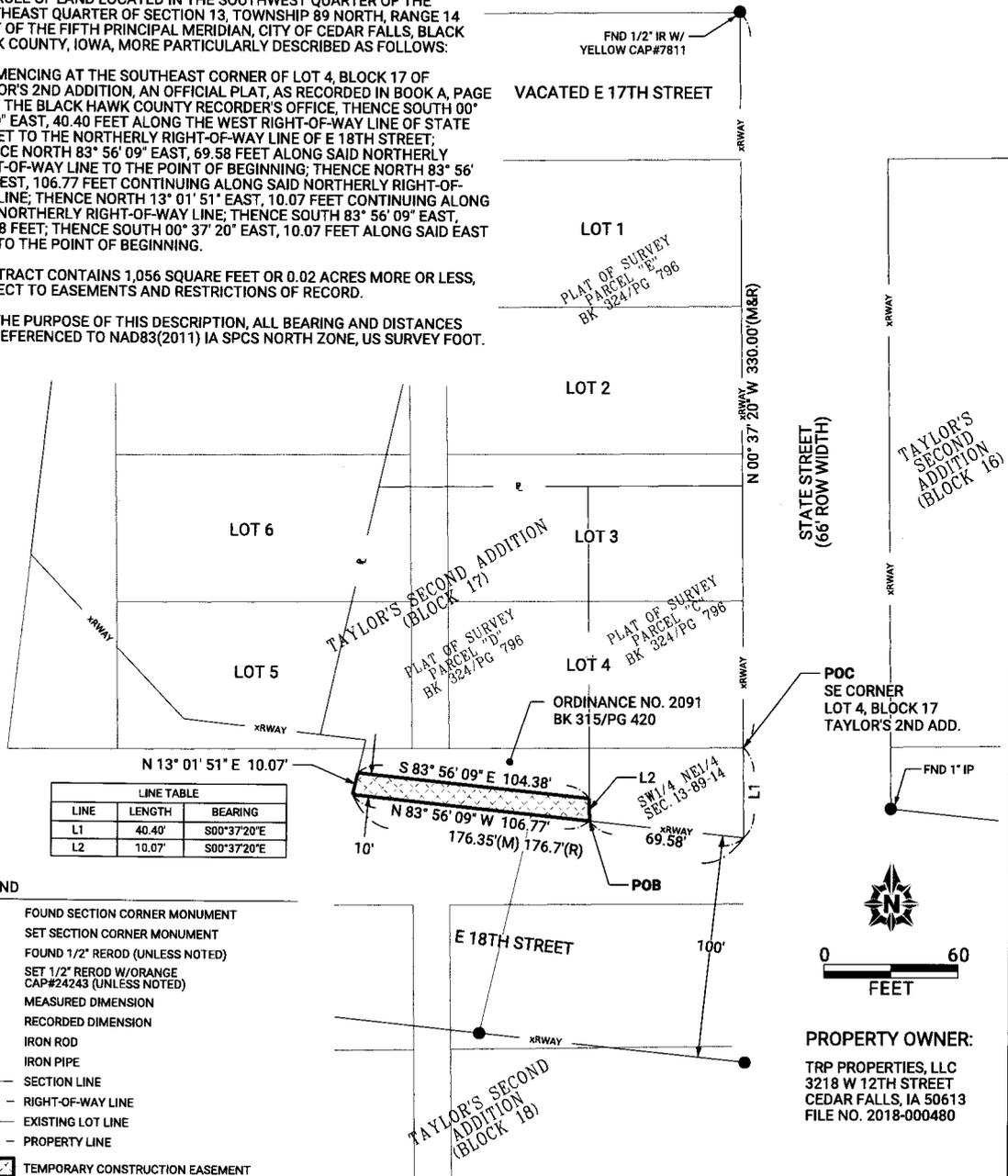
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 17 OF TAYLOR'S 2ND ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, THENCE SOUTH 00° 37' 20" EAST, 40.40 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF STATE STREET TO THE NORTHERLY RIGHT-OF-WAY LINE OF E 18TH STREET; THENCE NORTH 83° 56' 09" EAST, 69.58 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE NORTH 83° 56' 09" WEST, 106.77 FEET CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 13° 01' 51" EAST, 10.07 FEET CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 83° 56' 09" EAST, 104.38 FEET; THENCE SOUTH 00° 37' 20" EAST, 10.07 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,056 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

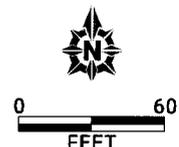
FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LINE TABLE		
LINE	LENGTH	BEARING
L1	40.40'	S00°37'20"E
L2	10.07'	S00°37'20"E

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- t- PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT



**PROPERTY OWNER:**  
 TRP PROPERTIES, LLC  
 3218 W 12TH STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2018-000480

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1624 Main St.  
Parcel Number: 54  
Project Number: RC-000-3283

County Tax Parcel No: 891413251004  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Judy L. Crew, a single person, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1,095.00	on possession and conveyance	60 days after Buyer approval
\$ 1,095.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	829	sq. ft.	_____	\$1,095.00
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Judy L. Crew 2/17/2022 X \_\_\_\_\_  
 Judy L. Crew Date Date

State of Iowa  
 County of Black Hawk

This record was acknowledged before me on the 17 day of February, 2022, by Judy L. Crew, Grantors.

Brianna Keeney  
 Signature of notarial officer

June 1, 2023  
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 54-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 54

**PROPERTY OWNER:**

CREW, JUDY L.  
 1624 MAIN STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2009-00004427

**LEGAL DESCRIPTION:**

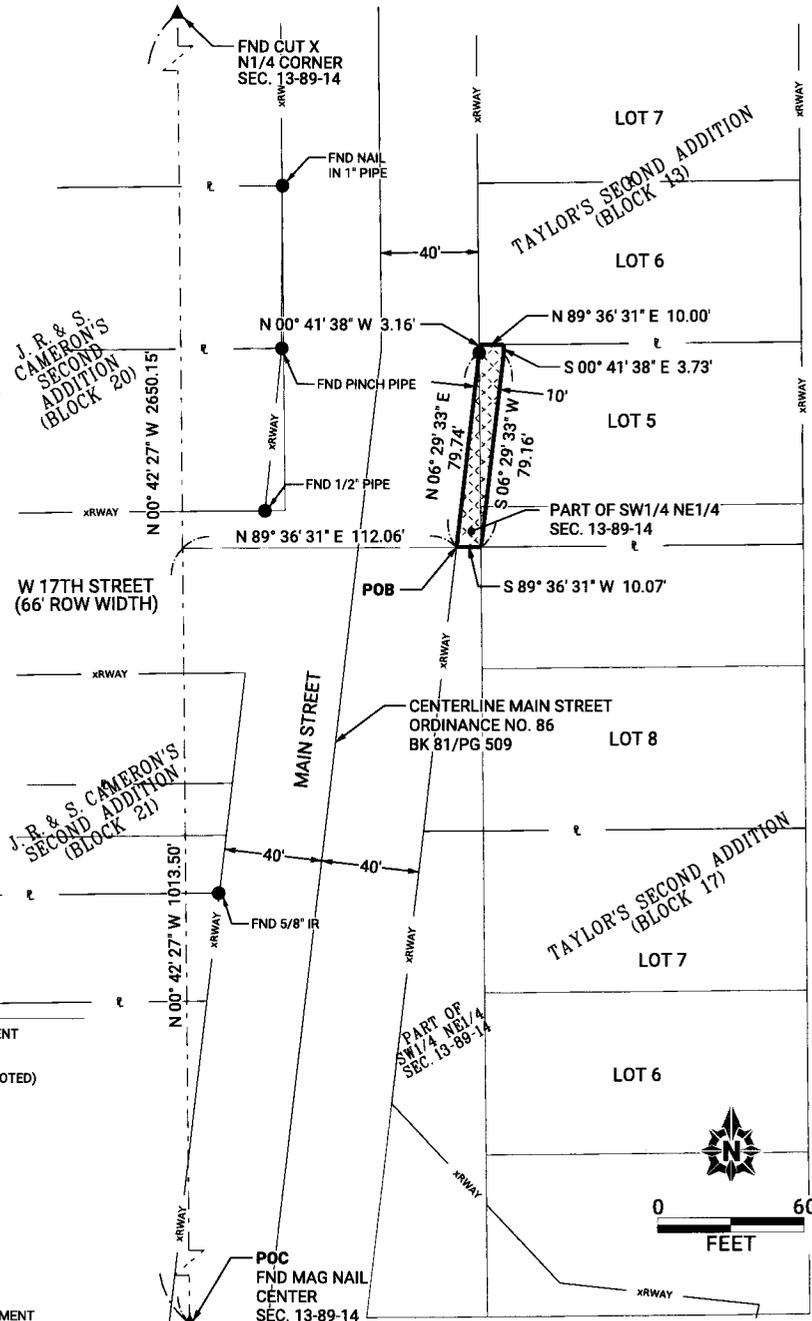
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND IN LOT 5, BLOCK 13 OF TAYLOR'S SECOND ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 00° 42' 27" WEST, 1013.50 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89° 36' 31" EAST, 112.06 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, PER ORDINANCE NO. 86 RECORDED IN BOOK 81, PAGE 509 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 06° 29' 33" EAST, 79.74 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 00° 41' 38" WEST, 3.16 FEET CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE NORTH LINE OF SAID LOT 5, BLOCK 13; THENCE NORTH 89° 36' 31" EAST, 10.00 FEET ALONG SAID NORTH LINE; THENCE SOUTH 00° 41' 38" EAST, 3.73 FEET; THENCE SOUTH 06° 29' 33" WEST, 79.16 FEET; THENCE SOUTH 89° 36' 31" WEST, 10.07 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 829 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
  - △ SET SECTION CORNER MONUMENT
  - FOUND 1" SMOOTH BAR (UNLESS NOTED)
  - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
  - (M) MEASURED DIMENSION
  - (R) RECORDED DIMENSION
  - I.R. IRON ROD
  - I.P. IRON PIPE
  - - - SECTION LINE
  - xRWAY- RIGHT-OF-WAY LINE
  - - - EXISTING LOT LINE
  - - - PROPERTY LINE
  - ▨ TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Judy L. Crew, a single person (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

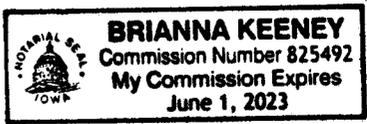
X Judy L. Crew  
Judy L. Crew

X \_\_\_\_\_

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 17 day of February,  
2022, by Judy L. Crew, Grantors.



Brianna Keene  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 54-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 54

**PROPERTY OWNER:**

CREW, JUDY L.  
1624 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2009-00004427

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND IN LOT 5, BLOCK 13 OF TAYLOR'S SECOND ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

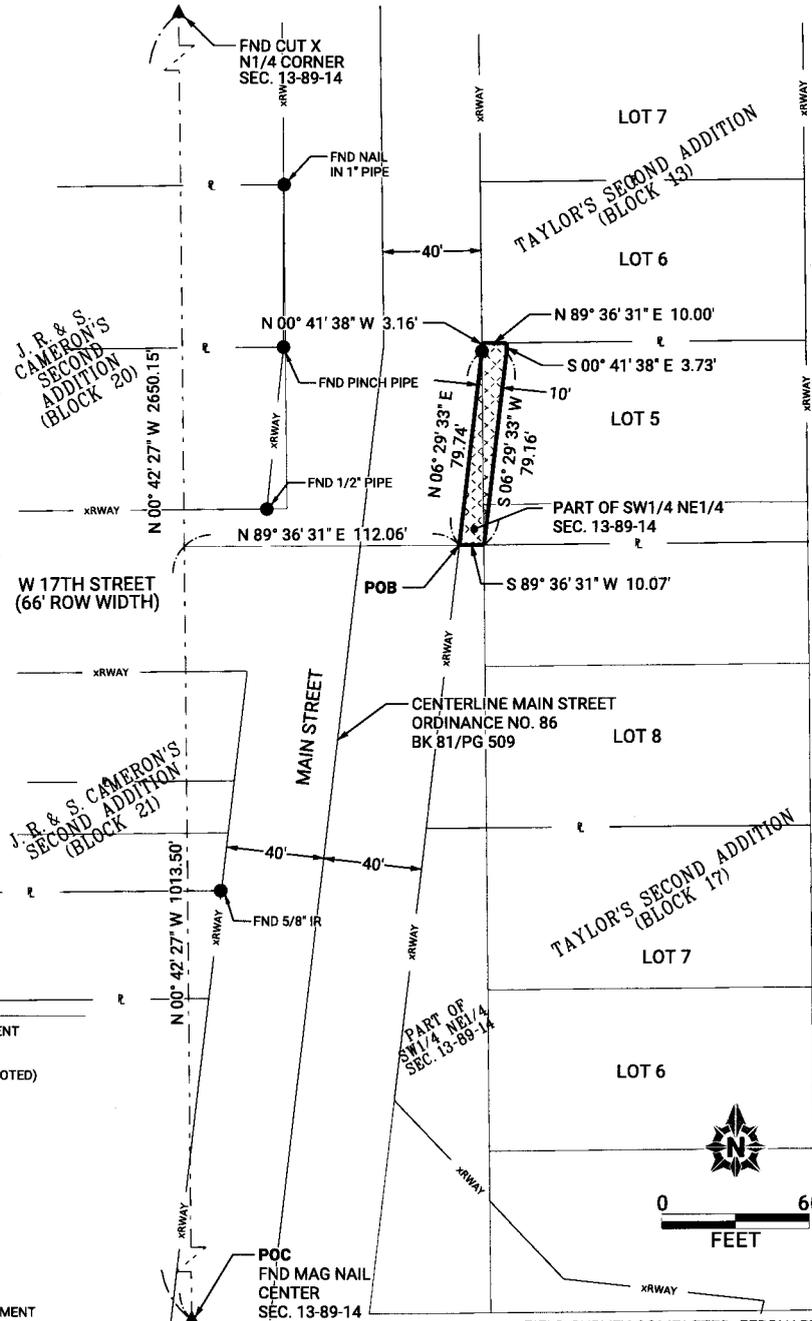
COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 00° 42' 27" WEST, 1013.50 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89° 36' 31" EAST, 112.06 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, PER ORDINANCE NO. 86 RECORDED IN BOOK 81, PAGE 509 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 06° 29' 33" EAST, 79.74 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 00° 41' 38" WEST, 3.16 FEET CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE NORTH LINE OF SAID LOT 5, BLOCK 13; THENCE NORTH 89° 36' 31" EAST, 10.00 FEET ALONG SAID NORTH LINE; THENCE SOUTH 00° 41' 38" EAST, 3.73 FEET; THENCE SOUTH 06° 29' 33" WEST, 79.16 FEET; THENCE SOUTH 89° 36' 31" WEST, 10.07 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 829 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" SMOOTH BAR (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- XRWAY- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- P- PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
• Phone: 319-365-9565 •

SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1616 Main St.  
Parcel Number: 55  
Project Number: RC-000-3283

County Tax Parcel No: 891413251003  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Christopherson Rentals, LLC, an Iowa limited liability company, Seller, and the City of  
Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 870.00	on possession and conveyance	60 days after Buyer approval
\$ 870.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	658	sq. ft.	_____	\$870.00
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

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- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Christopherson Rentals LLC

X Jerry Christopherson 3-2-2022  
Date

By: Jerry Christopherson

Title: owner

X \_\_\_\_\_ Date

By: \_\_\_\_\_

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

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 2 day of March, 2022, by Jerry Christopherson as owner of Christopherson Rentals LLC

Brianna Keeney  
Signature of notarial officer

June 1, 2023  
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 55-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
1616 MAIN STREET  
PARCEL 55

**PROPERTY OWNER:**

CHRISTOPHERSON RENTALS, LLC  
1704 STATE STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2016-00014039

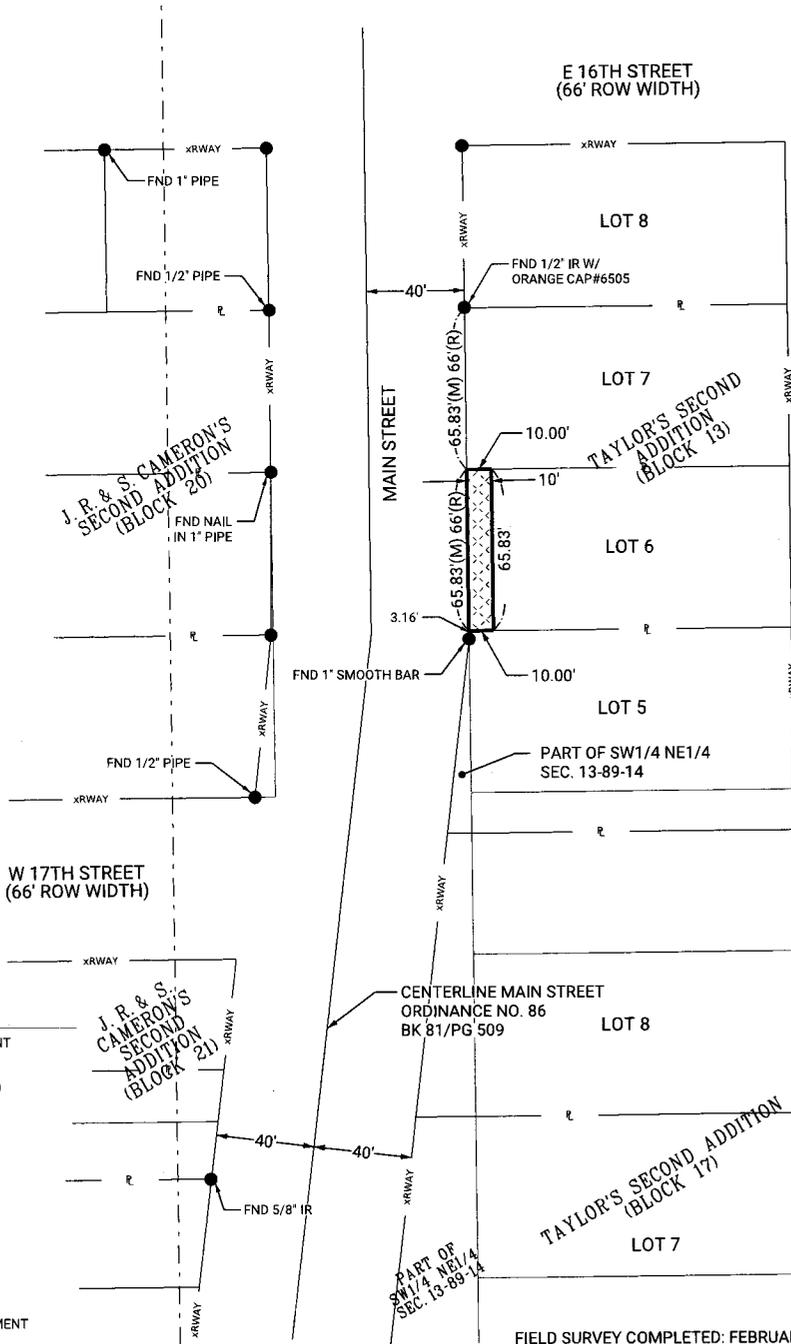
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 6, BLOCK 13 OF TAYLOR'S SECOND ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF LOT 6, BLOCK 13 OF SAID TAYLOR'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 658 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- e - EXISTING LOT LINE
- r - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
• Phone: 319-365-9565 •

SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Christopherson Rentals, LLC, an Iowa limited liability company ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Christopherson Rentals, LLC

X \_\_\_\_\_ Date

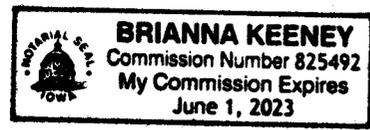
By: \_\_\_\_\_

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

*[Handwritten Signature]* 3-2-2022  
Date  
By: Jerry Christopherson  
Title: Owner

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 2 day of March, 2022, by Jerry Christopherson, as owner of Christopherson Rentals LLC.

*[Handwritten Signature]*  
Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 55-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
1616 MAIN STREET  
PARCEL 55

**PROPERTY OWNER:**

CHRISTOPHERSON RENTALS, LLC  
1704 STATE STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2016-00014039

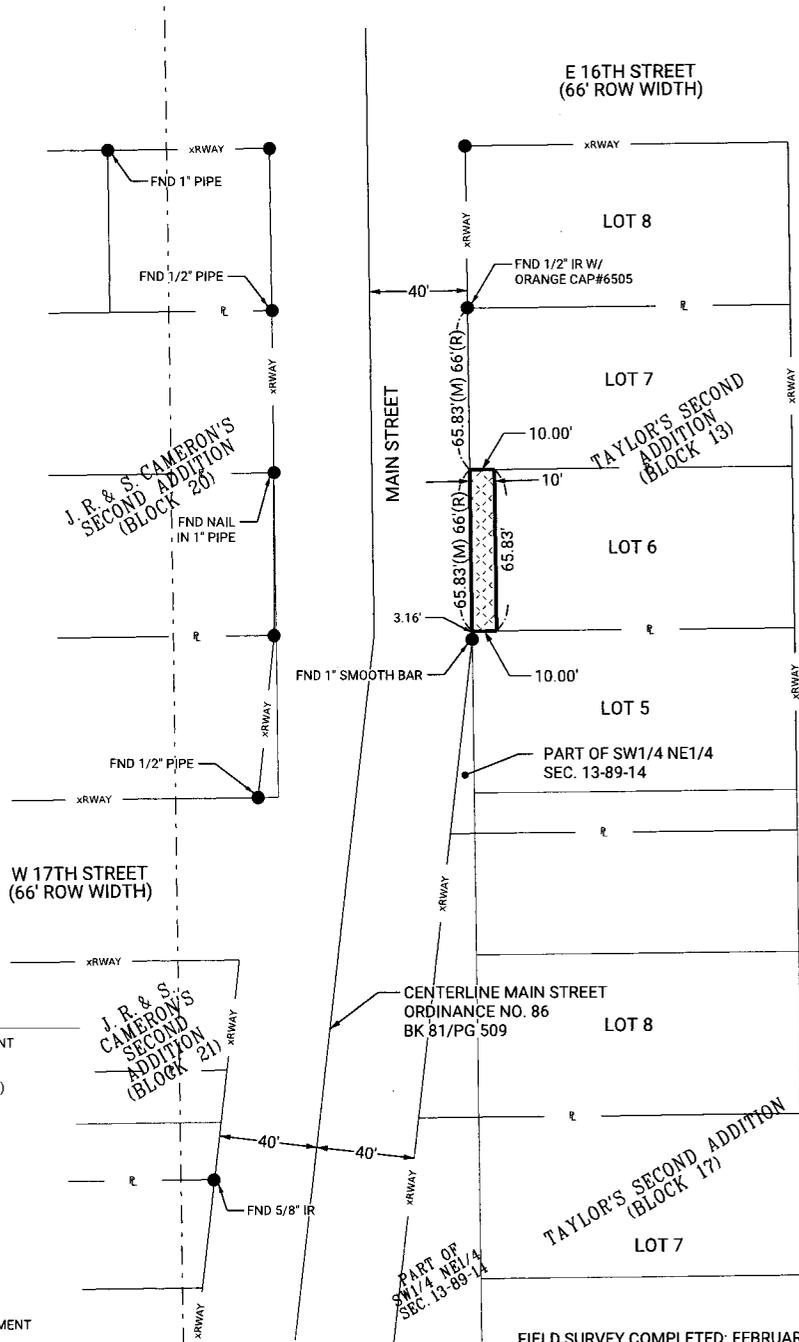
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 6, BLOCK 13 OF TAYLOR'S SECOND ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF LOT 6, BLOCK 13 OF SAID TAYLOR'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 658 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" ROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- r- EXISTING LOT LINE
- P- PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
Phone: 319-365-9565

SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 1612 Main St.  
Parcel Number: 56  
Project Number: RC-000-3283**

**County Tax Parcel No: 891413251002  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_,  
by and between Tim Averill, a single person, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 870.00	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ 870.00	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	658	sq. ft.	_____	\$870.00
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Tim Averill 4-20-22 X \_\_\_\_\_  
 Tim Averill Date Date

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 20 day of April, 2022, by  
Tim Averill

Brianna Keeney  
 Signature of notarial officer

June 1, 2023  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 56-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 56

**PROPERTY OWNER:**

AVERILL, TIM  
1612 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2022-00018825

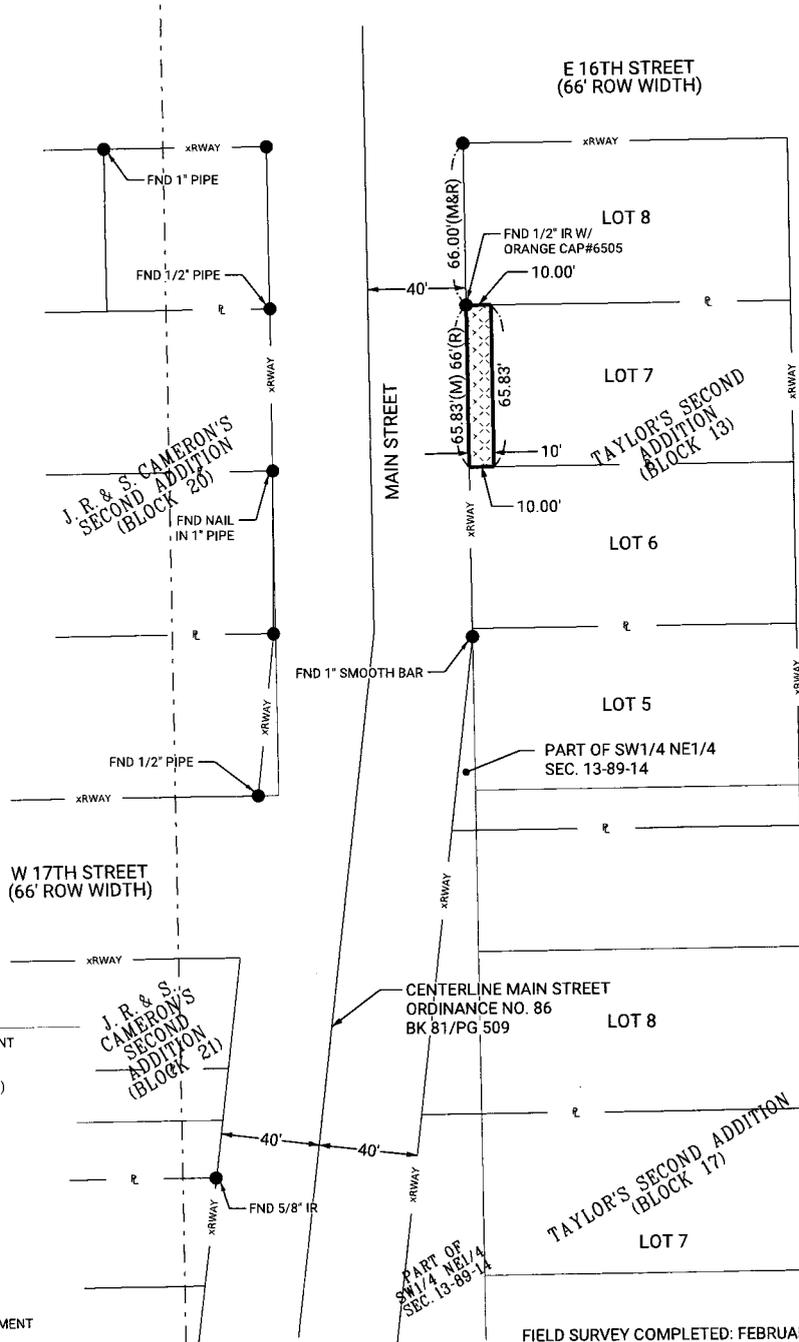
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 7, BLOCK 13 OF TAYLOR'S SECOND ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF LOT 7, BLOCK 13 OF SAID TAYLOR'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 658 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" ROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- e- EXISTING LOT LINE
- p- PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
• Phone: 319-365-9565 •

SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Tim Averill, a single person ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

X Tim Averill 4/20/22

X \_\_\_\_\_

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 20 day of April, 2022, by Tim Averill, Grantors.



Brianna Keeney  
Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 56-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 56

**PROPERTY OWNER:**

AVERILL, TIM  
1612 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2022-00018825

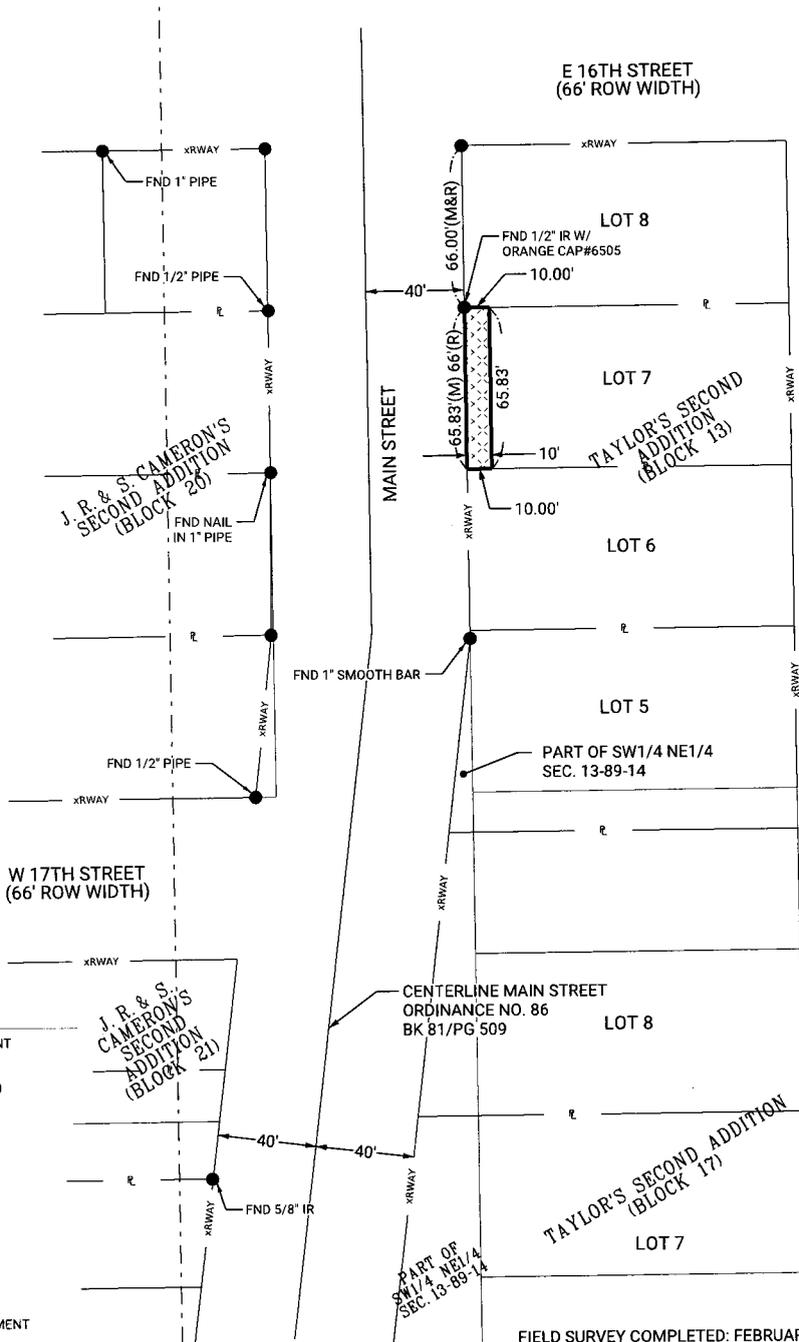
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 7, BLOCK 13 OF TAYLOR'S SECOND ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF LOT 7, BLOCK 13 OF SAID TAYLOR'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 658 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- r - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600  
  
FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022



**Foth**  
Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
• Phone: 319-365-9565 •

SHEET  
1 OF 1

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 1604 Main St.  
Parcel Number: 57  
Project Number: RC-000-3283**

**County Tax Parcel No: 891413251001  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Christopher M. Hand and Marcey J. Hand, husband and wife, Seller, and the City of Cedar  
Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>875.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>875.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	660	sq. ft.	\$ <u>875.00</u>
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Other			\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

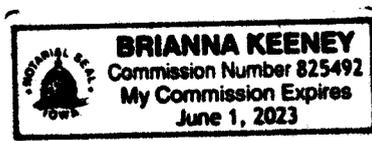
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X *Christopher M. Hand* 7-21-22  
 Christopher M. Hand Date

X *Marcey J. Hand* 7-21-22  
 Marcey J. Hand Date

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 21 day of July, 2022, by  
Christopher M. Hand, Marcey J. Hand

*Brianna Keeney*  
 Signature of notarial officer

June 1, 2023  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , by Christopher M. Hand and Marcey J. Hand, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

X *Christopher M. Hand*  
Christopher M. Hand

X *Marcey J. Hand*  
Marcey J. Hand

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 23 day of February,  
2022, by Christopher M. Hand, Marcey J. Hand, Grantors.



*Brianna Keeney*  
Signature of notarial officer

Stamp

Iowa notary  
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 57-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 57

**PROPERTY OWNER:**

HAND, CHRISTOPHER M.  
HAND, MARCEY J.  
1604 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2003-00004439

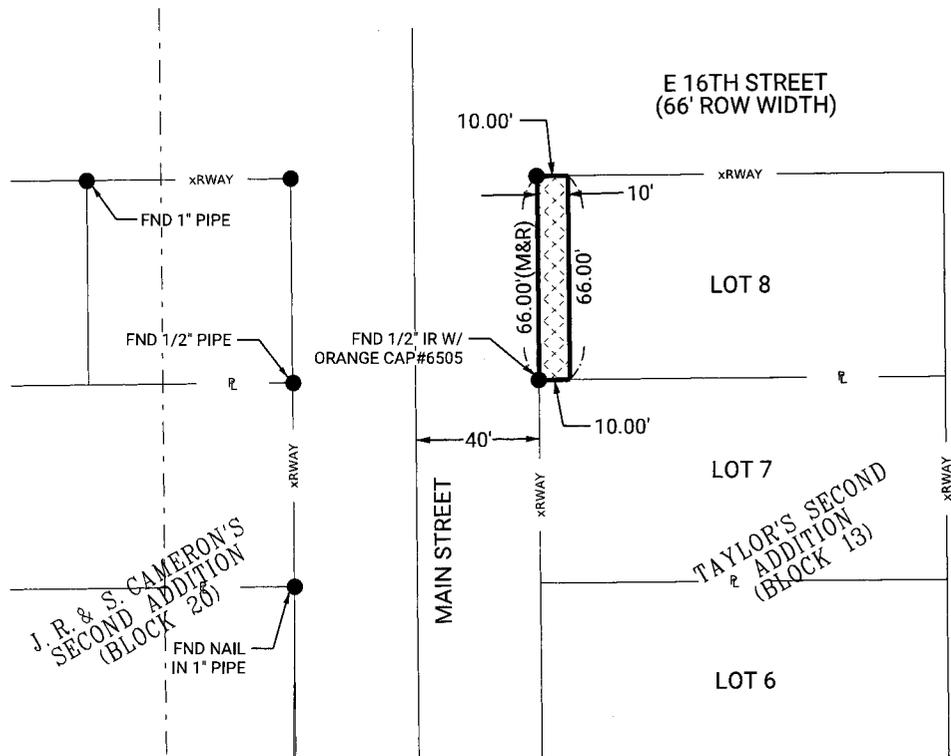
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 8, BLOCK 13 OF TAYLOR'S SECOND ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF LOT 8, BLOCK 13 OF SAID TAYLOR'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 660 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1524 Main St.  
Parcel Number: 63  
Project Number: RC-000-3283

County Tax Parcel No: 891413210003  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Dennis Rolfes and Lana Rolfes, husband and wife, Seller, and the City of Cedar Falls,  
Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 885.00	on possession and conveyance	60 days after Buyer approval
\$ 885.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	667	sq. ft.	\$885.00
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Other			\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Dennis Rolfe 2-3-2022  
 Dennis Rolfe Date

X Lana Rolfe 2/3/2022  
 Lana Rolfe Date

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 3 day of February, 2022, by Dennis and Lana Rolfe

Brian Keeney  
 Signature of notarial officer

June 1, 2023  
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 63-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 63

**PROPERTY OWNER:**

ROLFES, DENNIS  
 ROLFES, LANA  
 1524 MAIN STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2015-00004782

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 5, BLOCK 12 OF TAYLOR'S ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 2 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF LOT 5, BLOCK 12 OF SAID TAYLOR'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

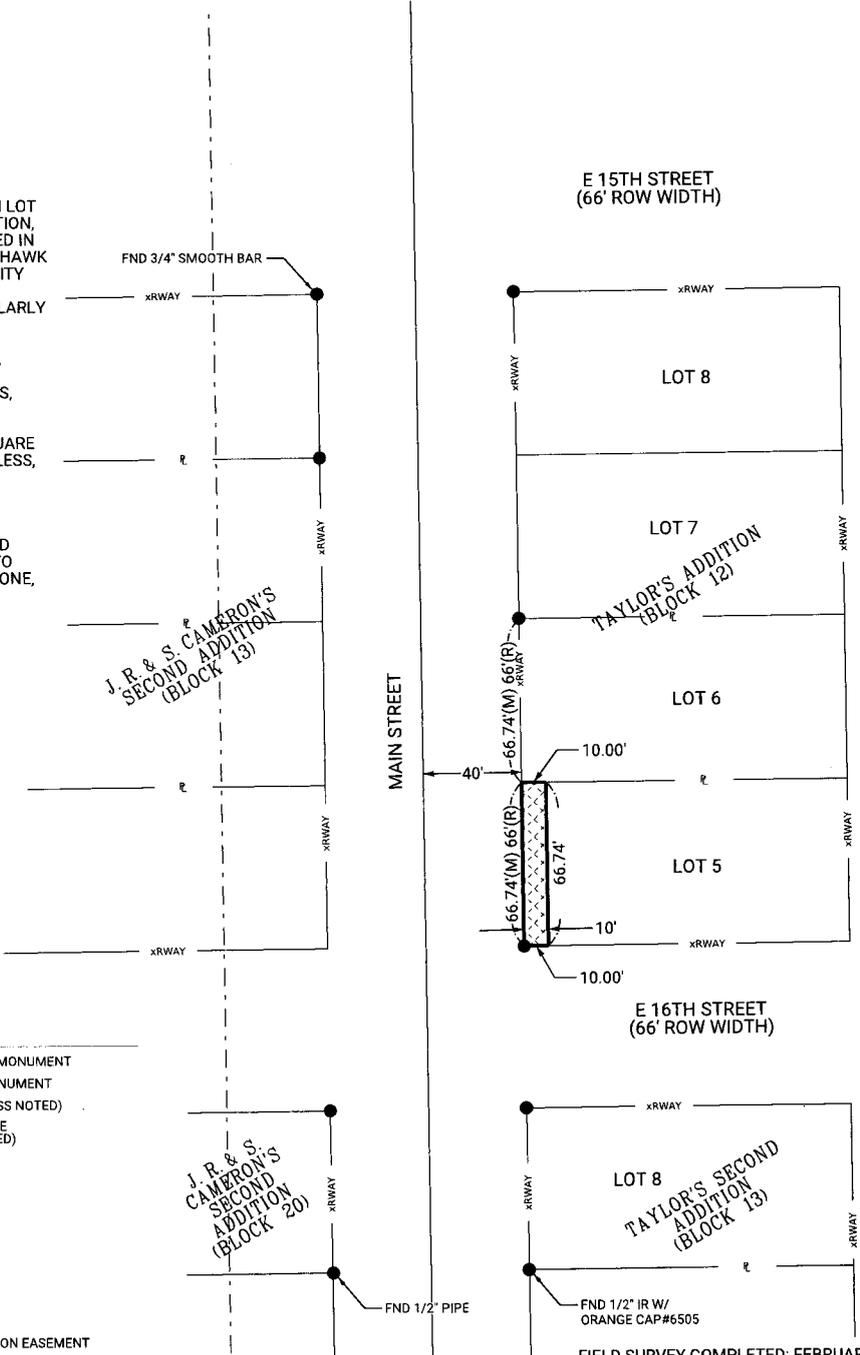
SAID TRACT CONTAINS 667 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- e - EXISTING LOT LINE
- p - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Dennis Rolfes and Lana Rolfes, husband and wife (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

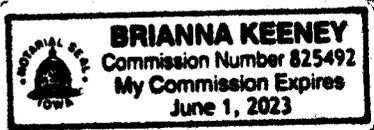
X Dennis Rolfes  
Dennis Rolfes

X Lana Rolfes  
Lana Rolfes

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 3<sup>rd</sup> day of February,  
2022, by Dennis and Lana Rolfes, Grantors.



Brianna Keene  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 63-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 63

**PROPERTY OWNER:**

ROLFES, DENNIS  
 ROLFES, LANA  
 1524 MAIN STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2015-00004782

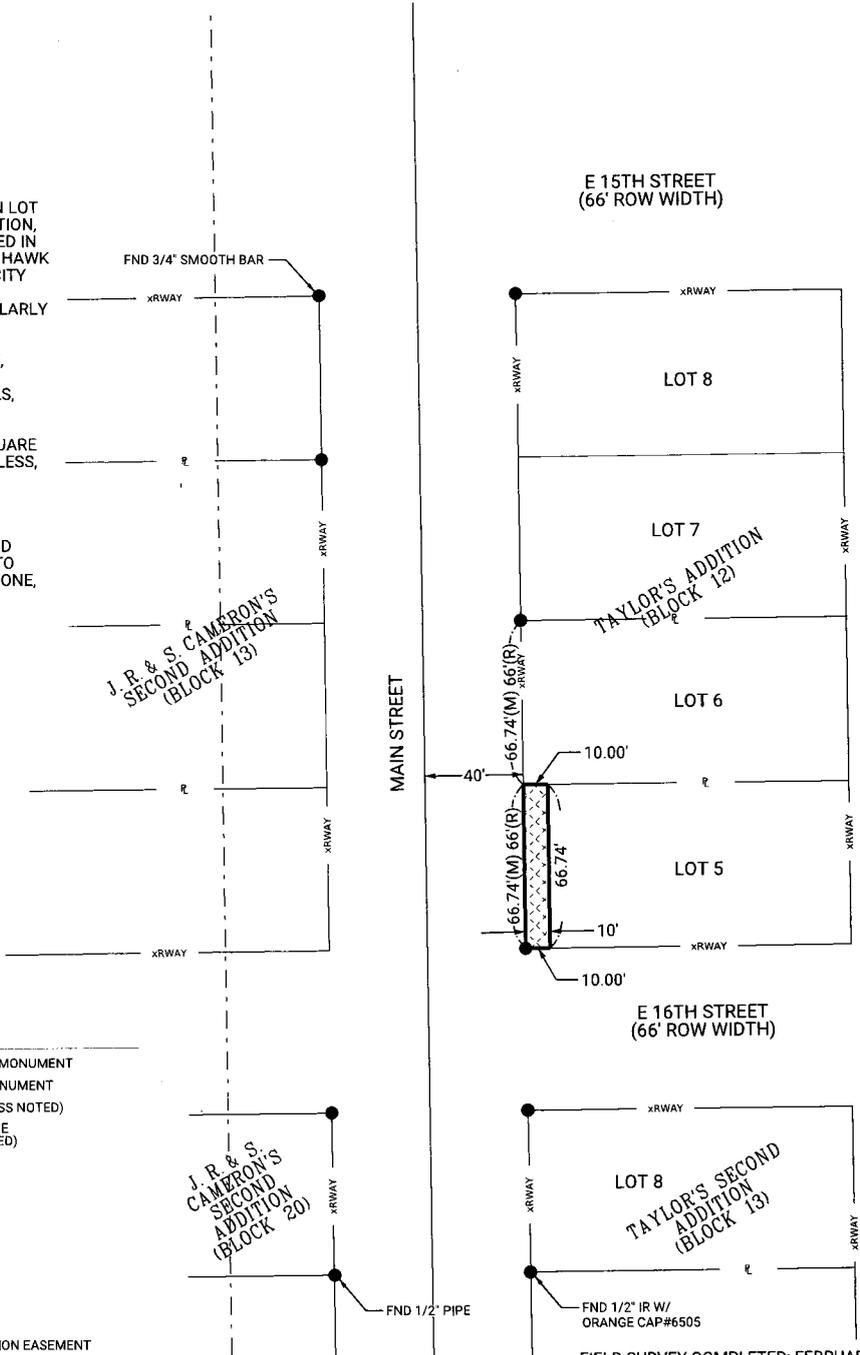
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 5, BLOCK 12 OF TAYLOR'S ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 2 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF LOT 5, BLOCK 12 OF SAID TAYLOR'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 667 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" RED OD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

**SHEET**  
 1 OF 1

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address:** 1322 Main St.  
**Parcel Number:** 80  
**Project Number:** RC-000-3283

**County Tax Parcel No:** 891413204004  
**Project Name:** Main Street Reconstruction

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_,**  
**by and between Malbec Properties LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1,905.00	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ 1,905.00	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>1,062</u> sq. ft.	<u>\$1,405.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		<u>\$ 500.00</u>

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Malbec Properties LLC

X [Signature] 2-17-22  
Date

By: Manager

Title: Malbec Properties LLC

X \_\_\_\_\_ Date

By: \_\_\_\_\_

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

State of Iowa

County of Black Hawk



This record was acknowledged before me on the 17 day of February, 2022, by Gerald Sorenson as Manager of Malbec Properties LLC

[Signature]  
Signature of notarial officer

June 1, 2023  
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 80-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 80

**PROPERTY OWNER:**

MALBEC PROPERTIES LLC  
1322 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2022-00002449

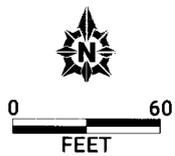
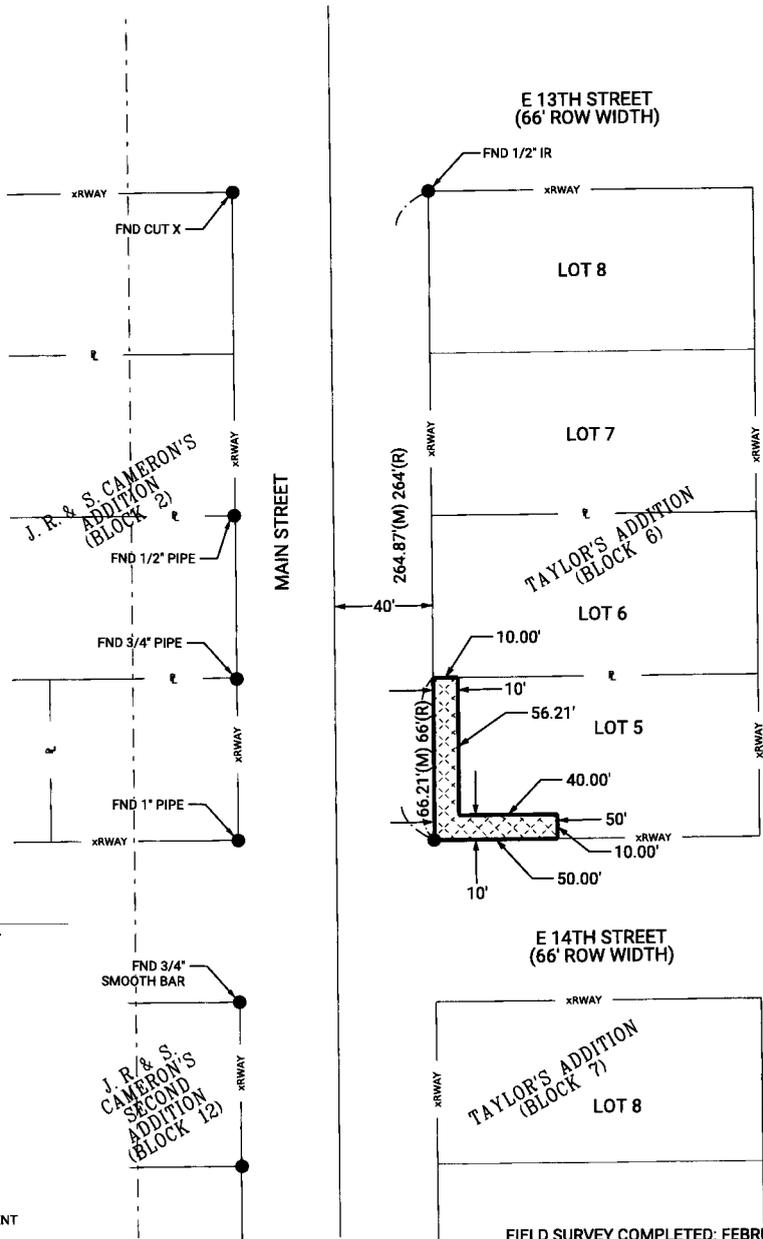
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 5, BLOCK 6 OF TAYLOR'S ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 2 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET AND THE SOUTH 10.00 FEET OF THE WEST 50.00 FEET OF LOT 5, BLOCK 6 OF SAID TAYLOR'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,062 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600

**Foth**  
Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
• Phone: 319-365-9565 •

SHEET  
1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Malbec Properties LLC (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Malbec Properties LLC

[Signature] 2-17-22 X  
Date Date

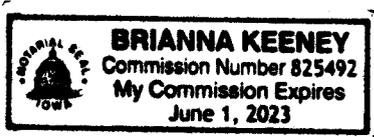
By: \_\_\_\_\_ By: \_\_\_\_\_

Title: Manager Malbec Properties LLC Title: \_\_\_\_\_

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 17 day of February,  
2022, by Gerald Sorenson, as Manager of  
Malbec Properties LLC.



[Signature]  
Signature of notarial officer

Stamp

[Iowa notary]  
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 80-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 80

**PROPERTY OWNER:**

MALBEC PROPERTIES LLC  
 1322 MAIN STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2022-00002449

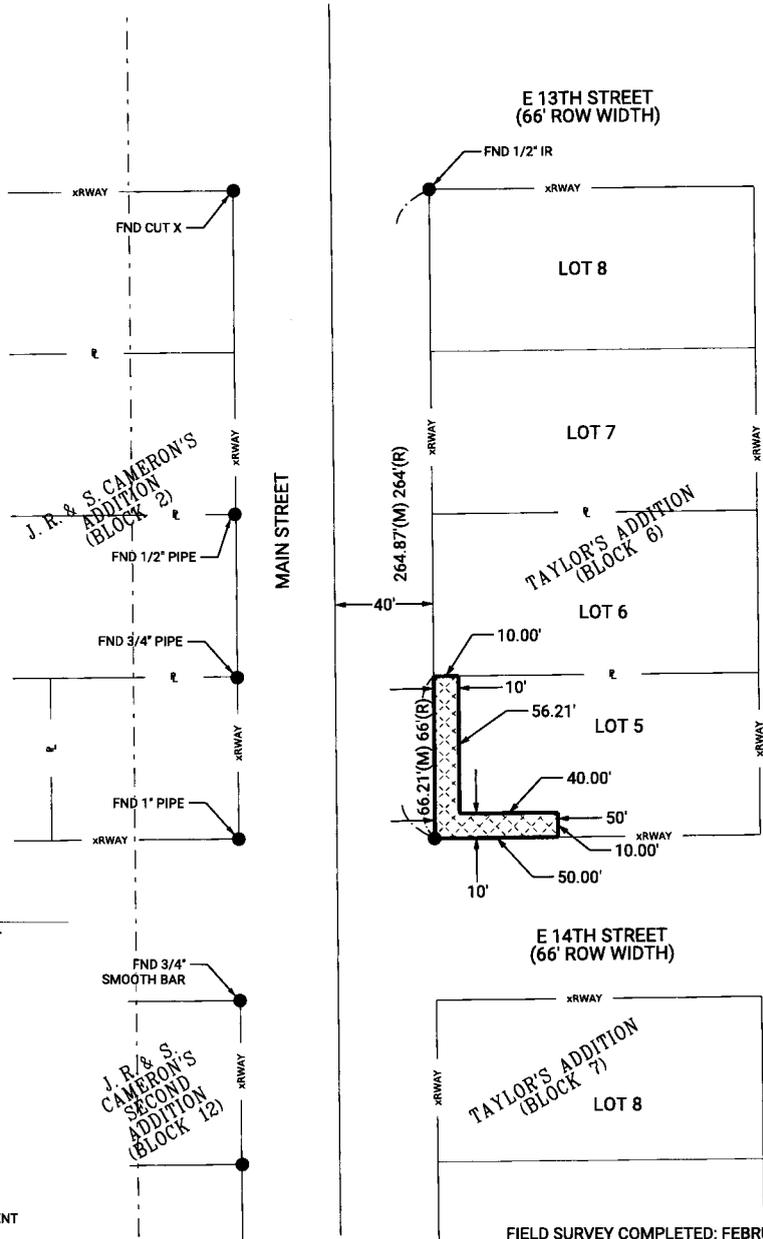
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 5, BLOCK 6 OF TAYLOR'S ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 2 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET AND THE SOUTH 10.00 FEET OF THE WEST 50.00 FEET OF LOT 5, BLOCK 6 OF SAID TAYLOR'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,062 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
  - △ SET SECTION CORNER MONUMENT
  - FOUND PINCH PIPE (UNLESS NOTED)
  - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
  - (M) MEASURED DIMENSION
  - (R) RECORDED DIMENSION
  - I.R. IRON ROD
  - I.P. IRON PIPE
  - - - SECTION LINE
  - xRWAY- RIGHT-OF-WAY LINE
  - - - EXISTING LOT LINE
  - - - PROPERTY LINE
  - ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/20/2022

### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 1316 Main St.  
Parcel Number: 81  
Project Number: RC-000-3283

County Tax Parcel No: 891413204003  
Project Name: Main Street Reconstruction

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between KOG Properties, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,375.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,375.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>662</u> sq. ft.	<u>\$875.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other (Tree)		<u>\$500.00</u>

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

KOG Properties, LLC

X Darren Flater 3/2/22  
Date

By: Darren Flater

Title: Owner/operator

State of Iowa

County of Black Hawk

X \_\_\_\_\_ Date

By: \_\_\_\_\_

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

This record was acknowledged before me on the 2 day of March, 2022, by Darren Flater as owner of KOG Properties LLC.

Brianna Keeney  
Signature of notarial officer

June 2, 2023  
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 81-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
1316 MAIN STREET  
PARCEL 81

**PROPERTY OWNER:**

KOG PROPERTIES, LLC  
12643 S AVENUE  
DIKE, IA 50624  
FILE NO. 2021-00010577

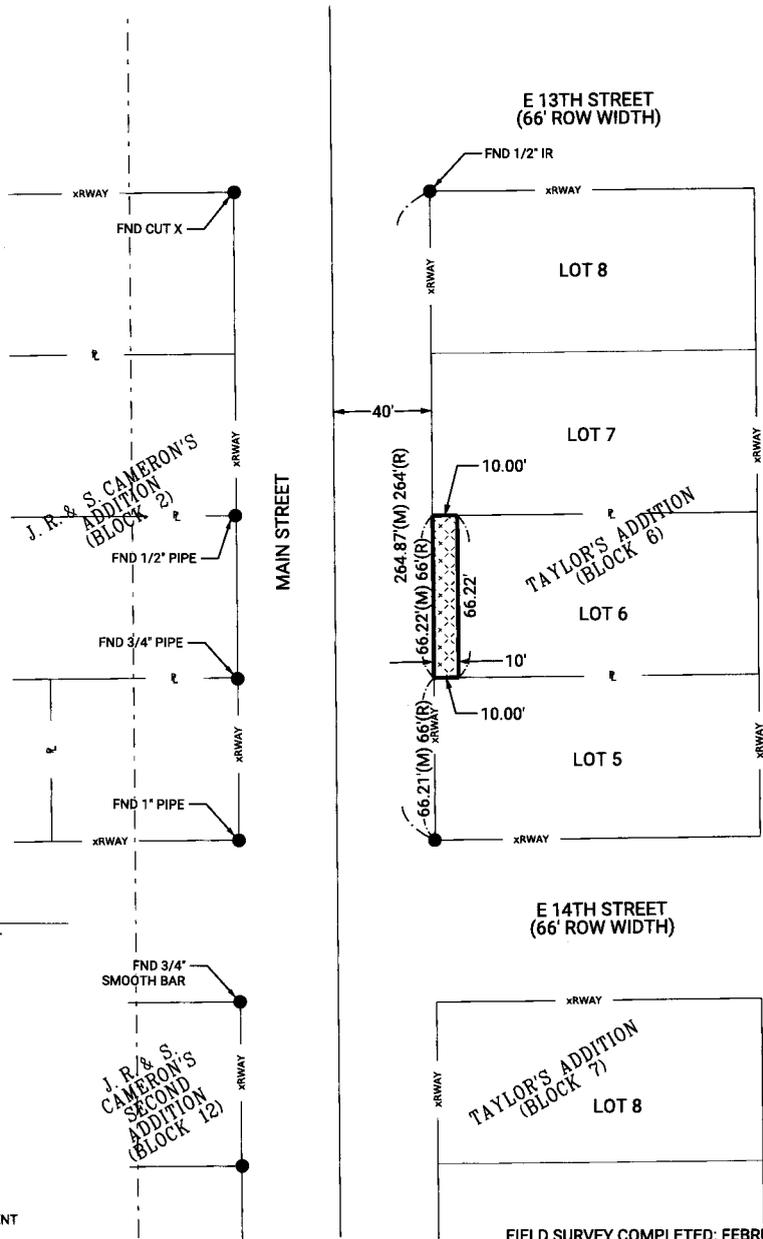
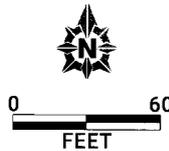
**LEGAL DESCRIPTION:**

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SAID TRACT CONTAINS 662 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
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- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- [XXXXXX] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
• Phone: 319-365-9565 •

SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/20/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by KOG Properties, LLC (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

KOG Properties, LLC

X Darren Flater 3/2/22  
Date

X \_\_\_\_\_  
Date

By: Darren Flater

By: \_\_\_\_\_

Title: Owner/Manager

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

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 2 day of March,  
2022, by Darren Flater, as owner/manager of  
KOG Properties LLC.



Brianna Keene  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 81-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
1316 MAIN STREET  
PARCEL 81

**PROPERTY OWNER:**

KOG PROPERTIES, LLC  
12643 S AVENUE  
DIKE, IA 50624  
FILE NO. 2021-00010577

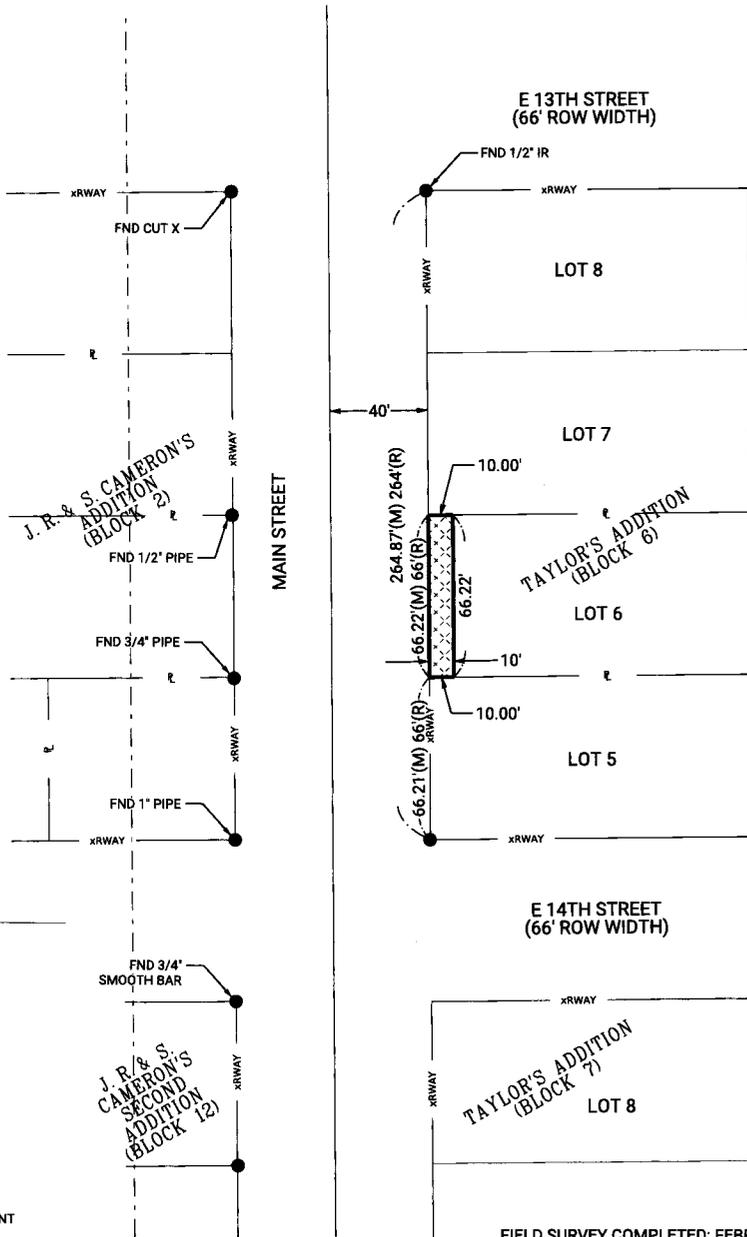
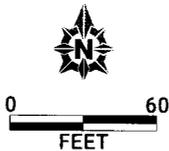
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**LEGEND**

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- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
• Phone: 319-365-9565 •

SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/20/2022

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 1120 Main St.  
Parcel Number: 92  
Project Number: RC-000-3283**

**County Tax Parcel No: 891412458010  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between James A. Lilly and Josephine A. Lilly, husband and wife, Seller, and the City of Cedar  
Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>810.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>810.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	<u>613</u>	sq. ft.	\$ <u>810.00</u>
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Severance Damages			\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
  - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
  - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
  - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
- 
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
  - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Deceased  
James A. Lilly \_\_\_\_\_  
Date

Josephine A. Lilly 6-29-2022  
Josephine A. Lilly \_\_\_\_\_  
Date

State of Iowa  
County of Black Hawk



This record was acknowledged before me on the 29 day of June, 2022, by  
Josephine A. Lilly

Brianna Keeney  
Signature of notarial officer

June 1, 2023  
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 92-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 92

**PROPERTY OWNER:**

LILLY, JAMES A.  
LILLY, JOSEPHINE A.  
1120 MAIN STREET  
CEDAR FALLS, IA 50613  
BOOK 519, PAGE 403

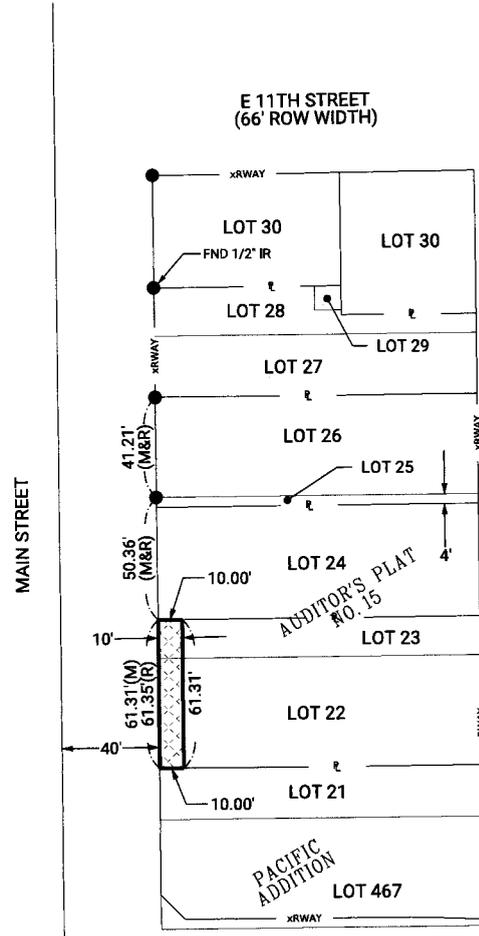
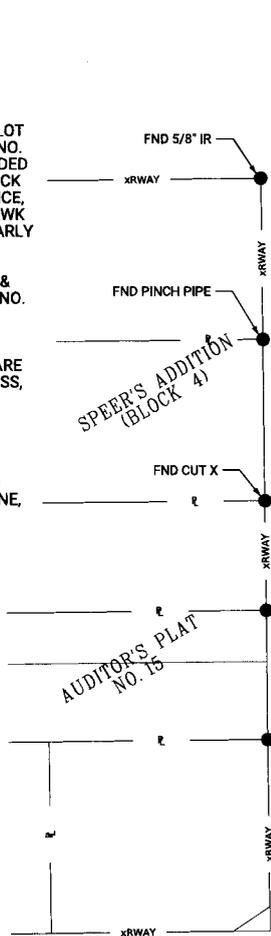
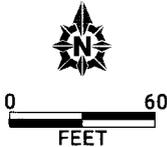
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 22 & LOT 23 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF LOT 22 & LOT 23 OF SAID AUDITOR'S PLAT NO. 15, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

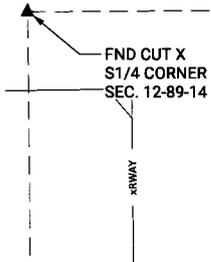
SAID TRACT CONTAINS 613 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" ROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- XRWAY - RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- t - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT



E 12TH STREET  
(ROW WIDTH VARIES)

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/17/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James A. Lilly and Josephine A. Lilly, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

Deceased  
James A. Lilly

Josephine A. Lilly  
Josephine A. Lilly

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 29 day of June,  
2022, by Josephine A. Lilly, Grantors.

Brianna Keeney  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 92-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 92

**PROPERTY OWNER:**

LILLY, JAMES A.  
LILLY, JOSEPHINE A.  
1120 MAIN STREET  
CEDAR FALLS, IA 50613  
BOOK 519, PAGE 403

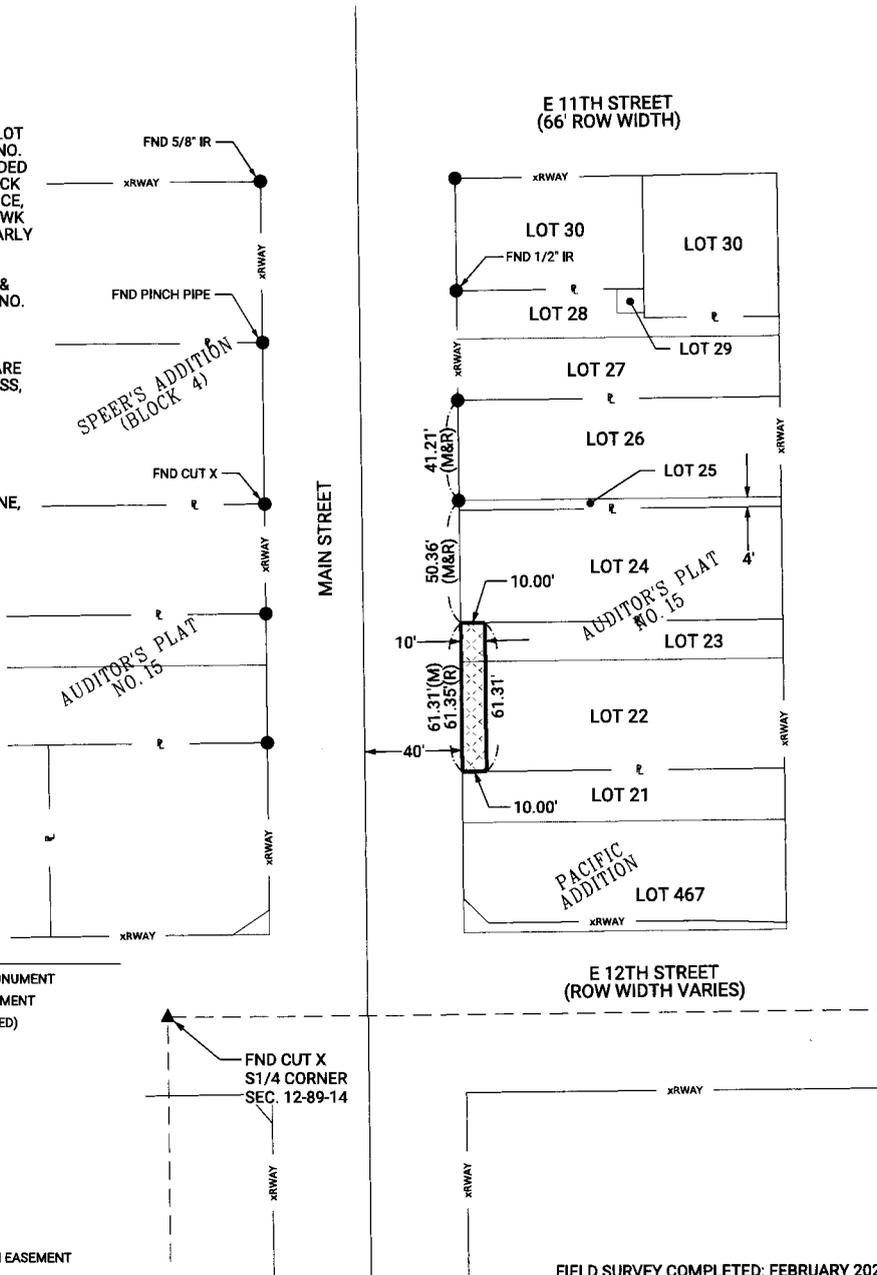
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 22 & LOT 23 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF LOT 22 & LOT 23 OF SAID AUDITOR'S PLAT NO. 15, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 613 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- e - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/17/2022

**Foth**  
Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
Phone: 319-365-9565

SHEET  
1 OF 1

### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 1108 Main St.  
Parcel Number: 95  
Project Number: RC-000-3283

County Tax Parcel No: 891412458013  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_,  
by and between CV Properties II, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 600.00	on possession and conveyance	60 days after Buyer approval
\$ 600.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	451 sq. ft.	\$ 600.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

---

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

CV Properties II, LLC

X \_\_\_\_\_ Date

By: \_\_\_\_\_

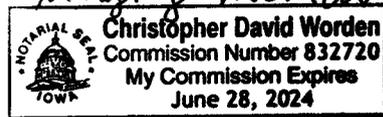
Title: \_\_\_\_\_

State of Iowa

County of Black Hawk

X Ryan Kriener \_\_\_\_\_ Date 2-11-2022

By: Ryan Kriener  
Title: Managing Member



This record was acknowledged before me on the 11<sup>th</sup> day of February, 2022, by Ryan Kriener as owner of CV Properties II LLC

[Signature]  
Signature of notarial officer

06/28/2024  
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 95-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 1108 MAIN STREET  
 PARCEL 95

**PROPERTY OWNER:**

CV PROPERTIES II, LLC  
 P.O. BOX 128  
 CEDAR FALLS, IA 50613  
 FILE NO. 2013-00016714

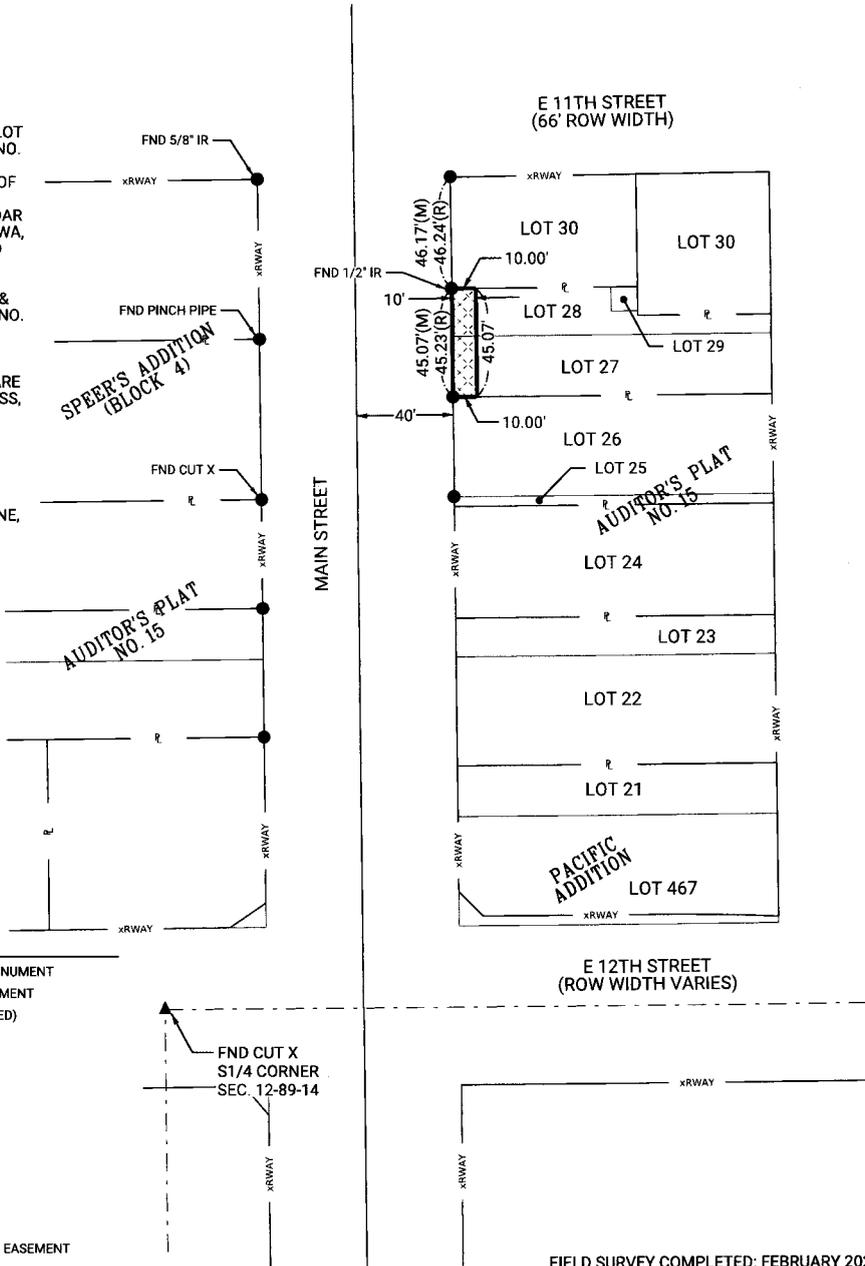
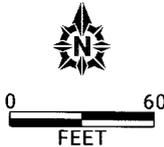
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 27 & LOT 28 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF LOT 27 & LOT 28 OF SAID AUDITOR'S PLAT NO. 15, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 451 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- r- PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/17/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by CV Properties II, LLC (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

CV Properties II, LLC

X \_\_\_\_\_ Date

By: \_\_\_\_\_

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

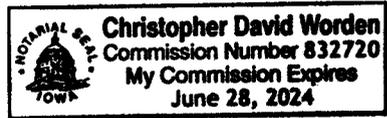
X Ryan J Kriener 2/11/22  
Date

By: Ryan Kriener

Title: Manager

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 11<sup>th</sup> day of February, 2022 by Ryan Kriener, as owner/manager of CV Properties II, LLC.

[Signature]  
Signature of notarial officer

Stamp

[Notary]  
Title of Office

[My commission expires: 06/28/2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 95-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 1108 MAIN STREET  
 PARCEL 95

**PROPERTY OWNER:**

CV PROPERTIES II, LLC  
 P.O. BOX 128  
 CEDAR FALLS, IA 50613  
 FILE NO. 2013-00016714

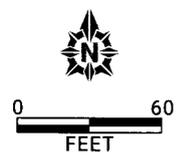
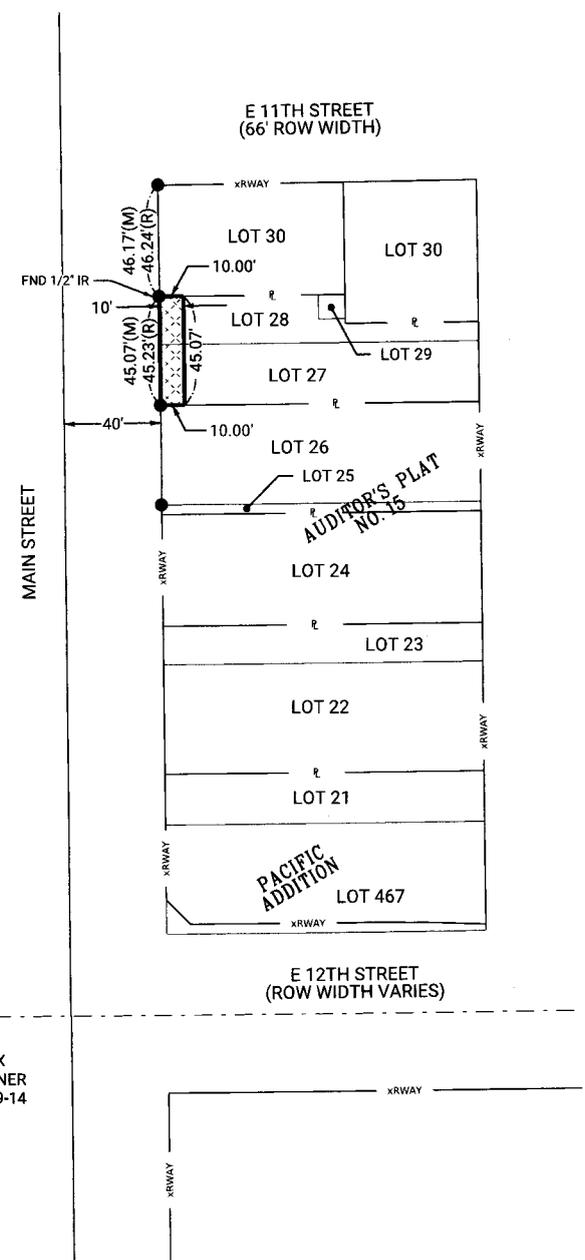
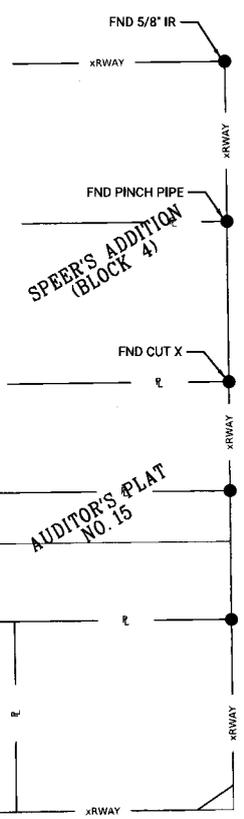
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 27 & LOT 28 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF LOT 27 & LOT 28 OF SAID AUDITOR'S PLAT NO. 15, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 451 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
  - △ SET SECTION CORNER MONUMENT
  - FOUND 1" PIPE (UNLESS NOTED)
  - SET 1/2" REDOD W/ORANGE CAP#24243 (UNLESS NOTED)
  - (M) MEASURED DIMENSION
  - (R) RECORDED DIMENSION
  - I.R. IRON ROD
  - I.P. IRON PIPE
  - - - SECTION LINE
  - xRWAY - RIGHT-OF-WAY LINE
  - - - EXISTING LOT LINE
  - e - PROPERTY LINE
  - ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/17/2022

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 1104 Main St.  
Parcel Number: 96  
Project Number: RC-000-3283**

**County Tax Parcel No: 891412458001  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Peter Tentinger a/k/a Peter J. Tentinger and Lindy Tentinger, his wife, Seller, and the City  
of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>810.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>810.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	<u>612</u>	sq. ft.	_____	<u>\$810.00</u>
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
  - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
  - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
  - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
- 
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
  - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

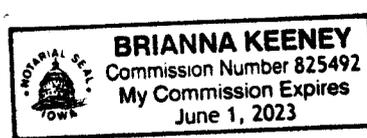
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X [Signature] 2/10/22  
Peter Tentinger a/k/a Peter J. Tentinger Date

X [Signature] 2/10/22  
Lindy Tentinger Date

State of Iowa  
County of Black Hawk



This record was acknowledged before me on the 10 day of February, 2022, by Peter Tentinger, Lindy Tentinger.

[Signature]  
Signature of notarial officer

June 1, 2023  
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 96-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 1104 MAIN STREET  
 PARCEL 96

**PROPERTY OWNER:**

TENTINGER, PETER J.  
 4306 JACOB CIRCLE  
 CEDAR FALLS, IA 50613  
 FILE NO. 2011-00006228

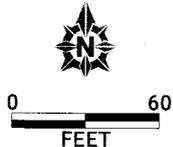
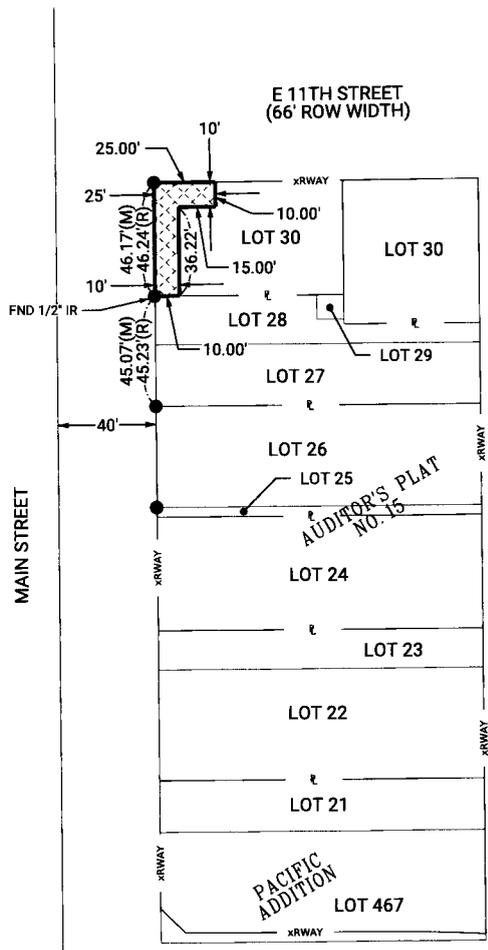
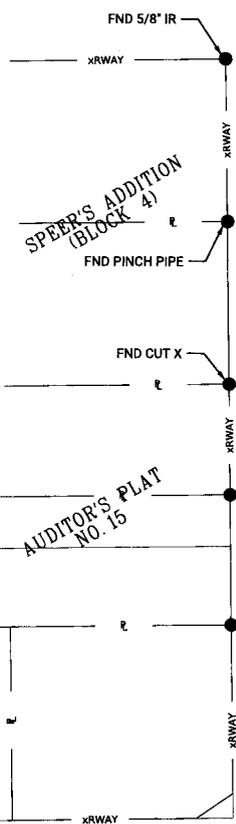
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 30 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET AND THE WEST 25.00 FEET OF THE NORTH 10.00 FEET OF LOT 30 OF SAID AUDITOR'S PLAT NO. 15, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

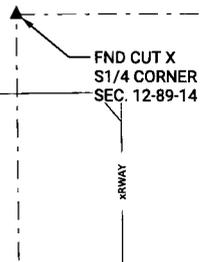
SAID TRACT CONTAINS 612 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- XRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/17/2022

Prepared By: City of Cedar Falls 220 Clay Street, Cedar Falls, IA

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , by Peter Tentinger a/k/a Peter J. Tentinger and Lindy Tentinger, his wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

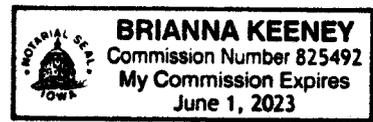
GRANTORS:

X [Signature]  
Peter Tentinger a/k/a Peter J. Tentinger

X [Signature]  
Lindy Tentinger

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 10 day of February, 2022, by Peter Tentinger, Lindy Tentinger, Grantors.

[Signature]  
Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 96-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
1104 MAIN STREET  
PARCEL 96

**PROPERTY OWNER:**

TENTINGER, PETER J.  
4306 JACOB CIRCLE  
CEDAR FALLS, IA 50613  
FILE NO. 2011-00006228

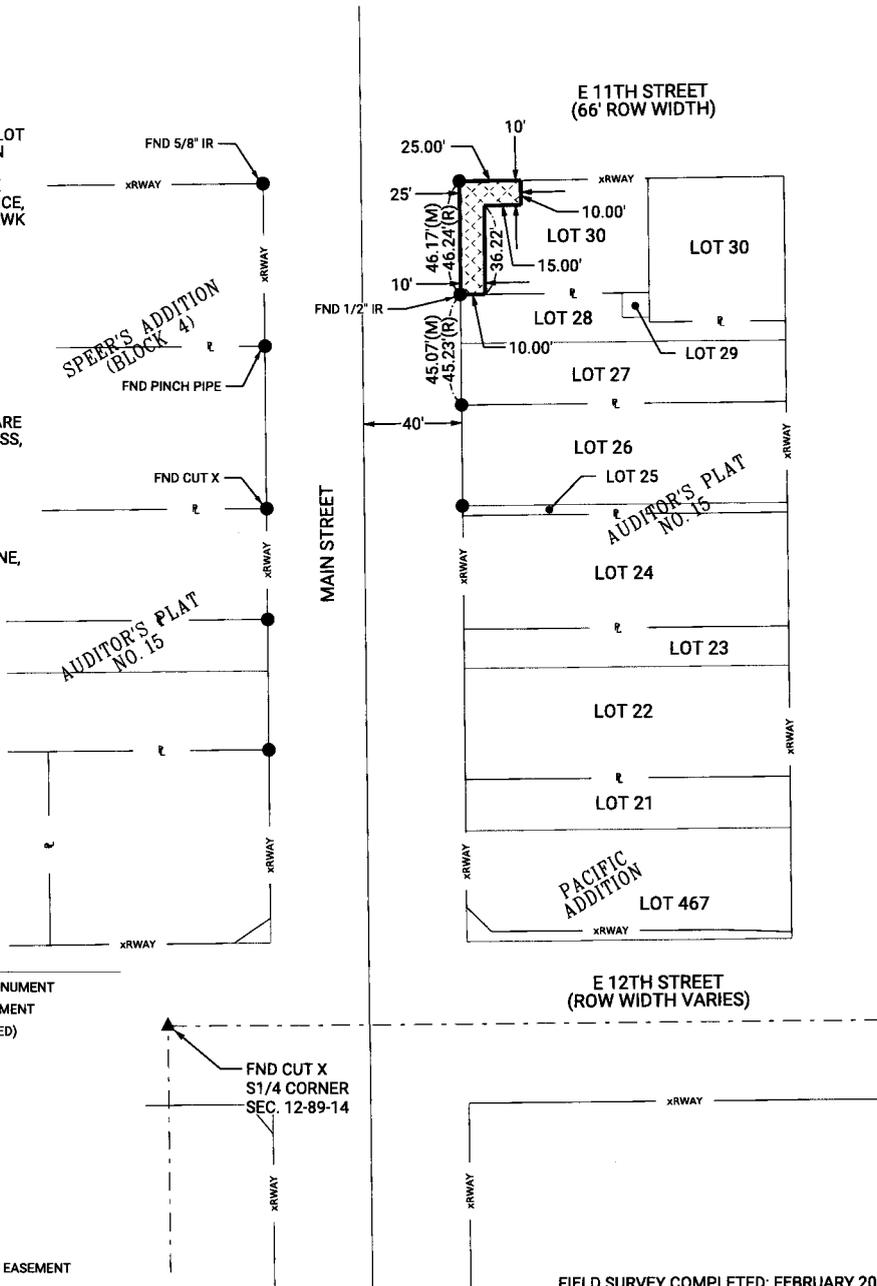
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 30 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET AND THE WEST 25.00 FEET OF THE NORTH 10.00 FEET OF LOT 30 OF SAID AUDITOR'S PLAT NO. 15, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 612 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
  - △ SET SECTION CORNER MONUMENT
  - FOUND 1" PIPE (UNLESS NOTED)
  - SET 1/2" REROD W/ORANGE CAP #24243 (UNLESS NOTED)
  - (M) MEASURED DIMENSION
  - (R) RECORDED DIMENSION
  - I.R. IRON ROD
  - I.P. IRON PIPE
  - SECTION LINE
  - xRWAY RIGHT-OF-WAY LINE
  - EXISTING LOT LINE
  - l PROPERTY LINE
  - [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/17/2022



**SHEET**  
1 OF 1

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1018 Main St.  
Parcel Number: 105  
Project Number: RC-000-3283

County Tax Parcel No: 891412455014  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between AIRJB, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 660.00	on possession and conveyance	60 days after Buyer approval
\$ 660.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	500 sq. ft.	\$660.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

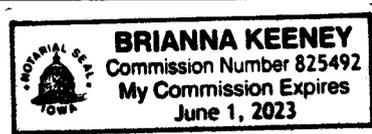
SELLER:

AIRJB, LLC

X *[Signature]* 3/9/22  
 Date  
 By: BRIAN Wingert  
 Title: Member

X \_\_\_\_\_  
 Date  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 9 day of March, 2022, by Brian Wingert as member of AIRJB LLC.

*[Signature]*  
 Signature of notarial officer

June 1, 2023  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsens, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsens, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 105-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
1018 MAIN STREET  
PARCEL 105

**PROPERTY OWNER:**

AIRJB, LLC  
2021 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2021-00025764

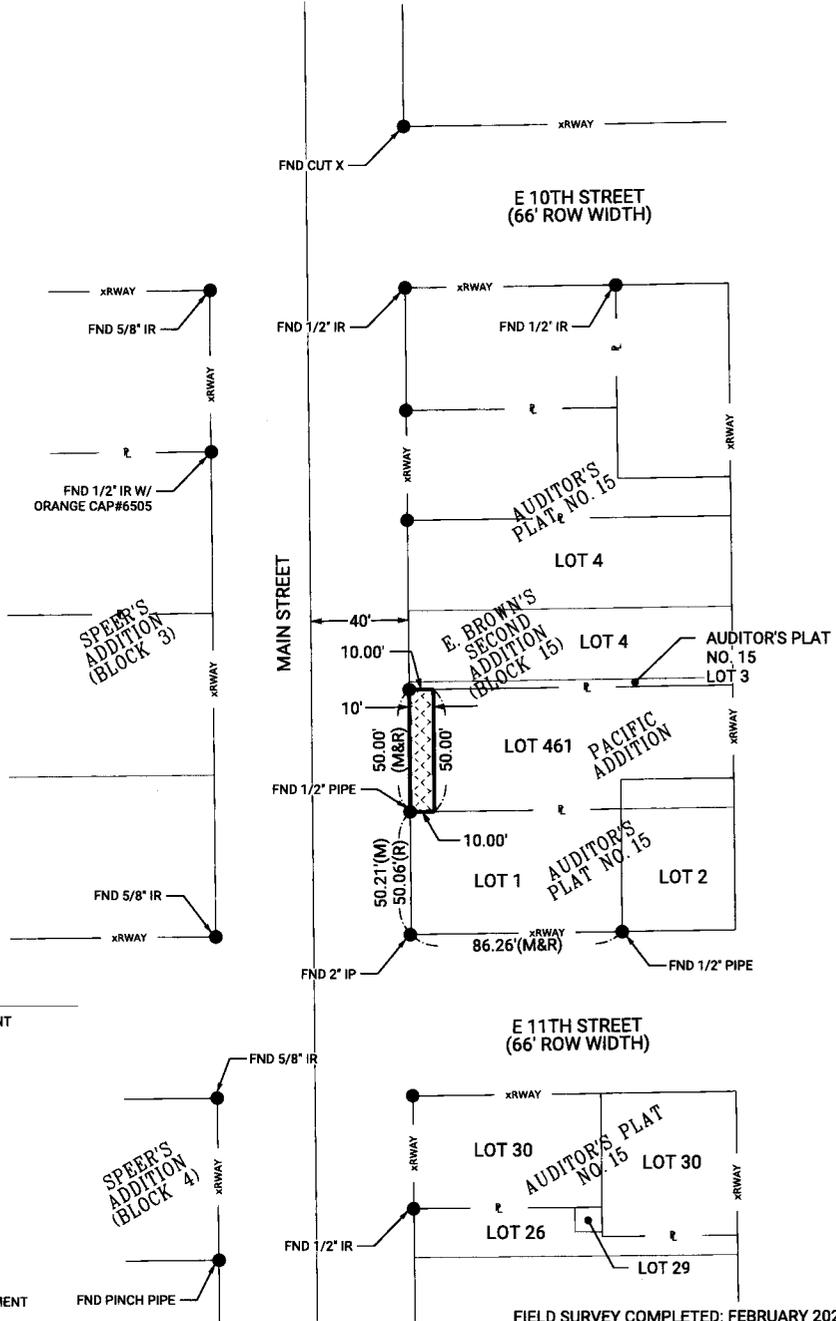
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 461 OF PACIFIC ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF LOT 1 OF SAID PACIFIC ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 500 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
• Phone: 319-365-9565 •

SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/16/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by AIRJB, LLC (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

AIRJB, LLC

X *[Signature]* 3/9/22  
Date

By: Brian Wingert

Title: Member

X \_\_\_\_\_ Date

By: \_\_\_\_\_

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

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 9 day of March, 2022, by Brian Wingert, as member of AIRJB LLC.

*[Signature]*  
Signature of notarial officer

Stamp  
[ Iowa notary ]  
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 105-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
1018 MAIN STREET  
PARCEL 105

**PROPERTY OWNER:**

AIRJB, LLC  
2021 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2021-00025764

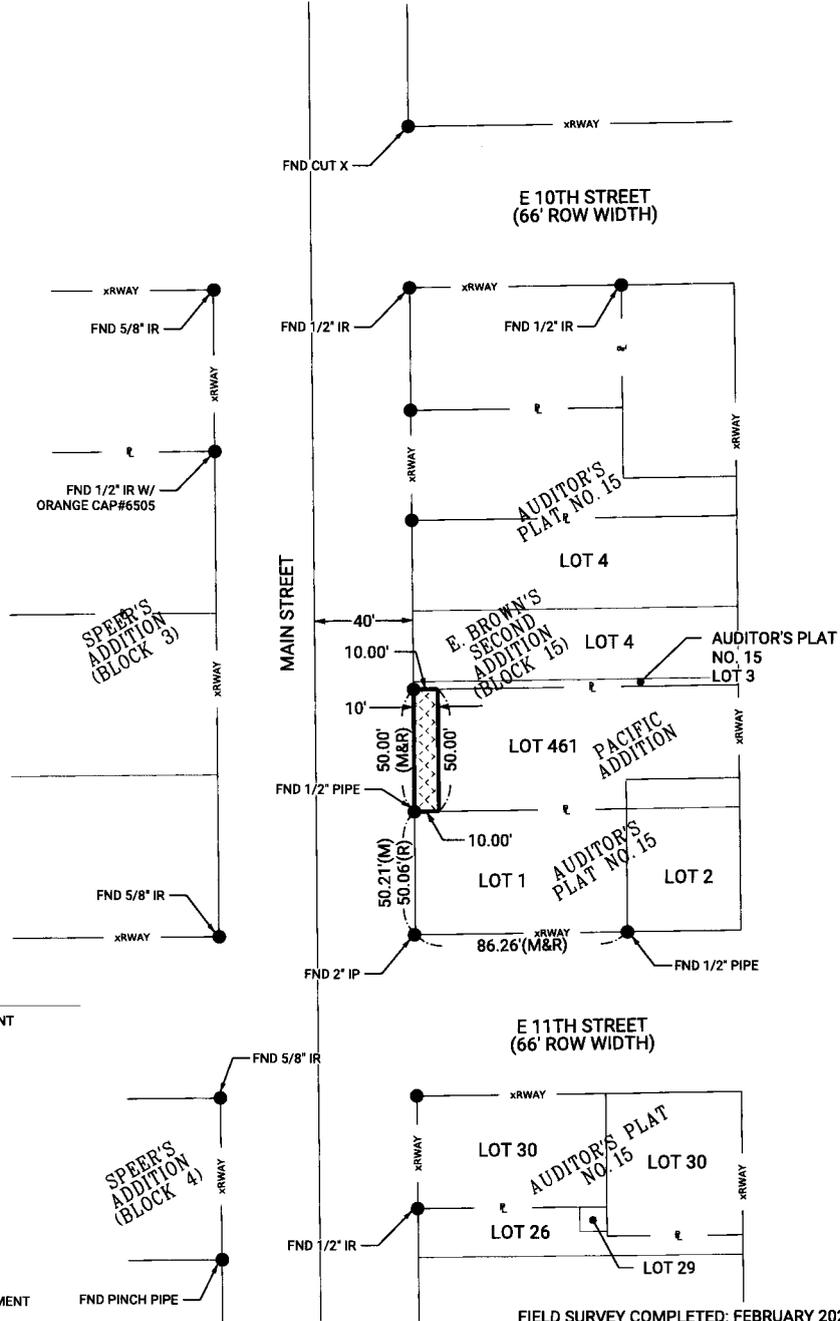
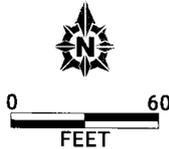
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 461 OF PACIFIC ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF LOT 1 OF SAID PACIFIC ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 500 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT
- FND PINCH PIPE

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
• Phone: 319-365-9565 •

SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/16/2022

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1006 Main St.  
Parcel Number: 107  
Project Number: RC-000-3283

County Tax Parcel No: 891412455012  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Justin P. Smigelski, a single person, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 595.00	on possession and conveyance	60 days after Buyer approval
\$ 595.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	449 sq. ft.	\$595.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 107-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 107

**PROPERTY OWNER:**

SMIGELSKI, JUSTIN P.  
 1006 MAIN STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2019-00016836

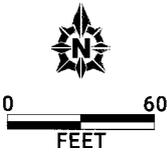
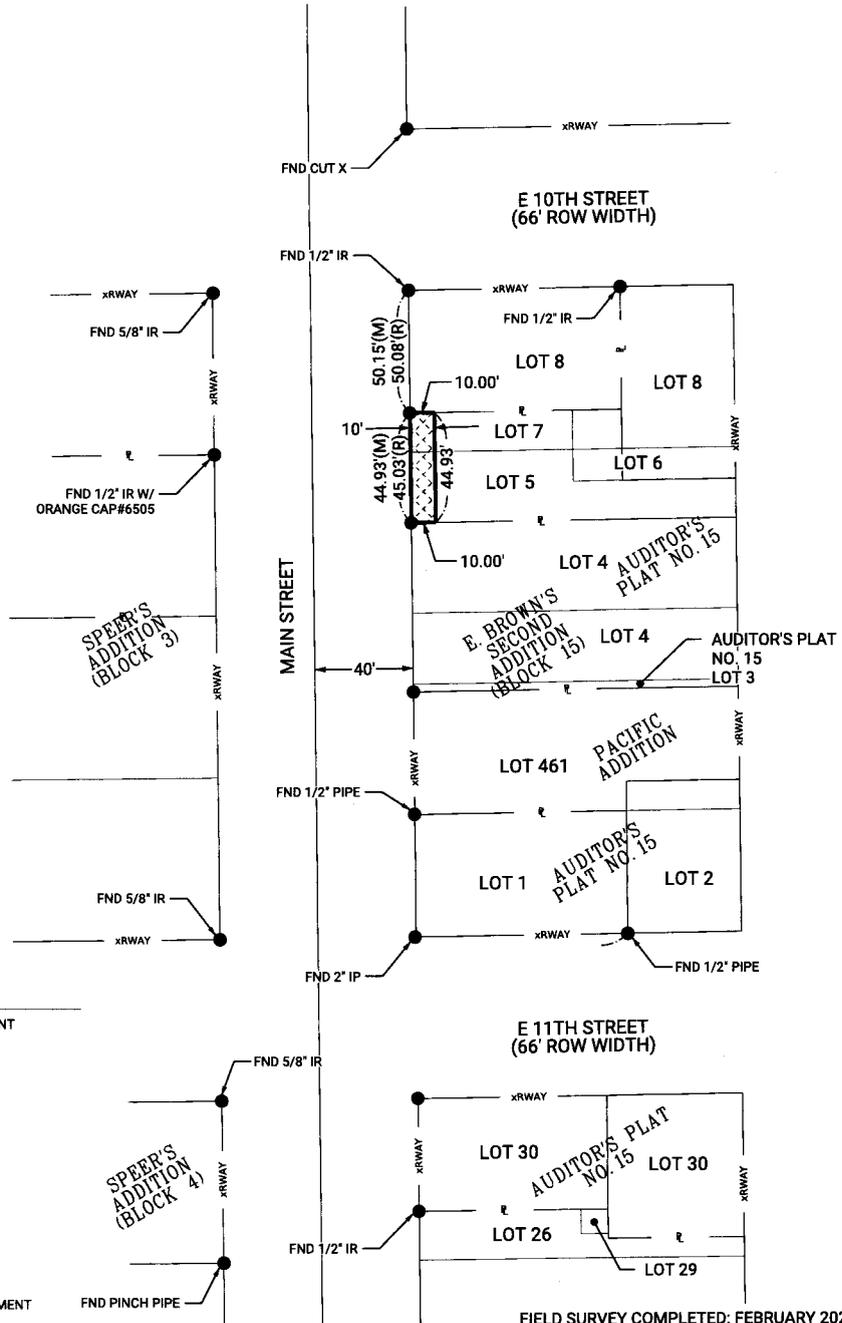
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 5 & LOT 7 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF LOT 5 & LOT 7 OF SAID AUDITOR'S PLAT NO. 15, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 449 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
  - △ SET SECTION CORNER MONUMENT
  - FOUND 1" PIPE (UNLESS NOTED)
  - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
  - (M) MEASURED DIMENSION
  - (R) RECORDED DIMENSION
  - I.R. IRON ROD
  - I.P. IRON PIPE
  - SECTION LINE
  - xRWAY- RIGHT-OF-WAY LINE
  - - - EXISTING LOT LINE
  - - - PROPERTY LINE
  - XXXXX TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/16/2022

**Foth Infrastructure & Environment, LLC**  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 • Phone: 319-365-9565 •

**SHEET**  
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Justin P. Smigelski, a single person ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

X Justin P. Smigelski

X \_\_\_\_\_

Justin P. Smigelski

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 10 day of February, 2022, by Justin Smigelski, Grantors.



Brianna Keeney  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 107-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 107

**PROPERTY OWNER:**

SMIGELSKI, JUSTIN P.  
 1006 MAIN STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2019-00016836

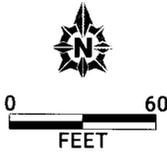
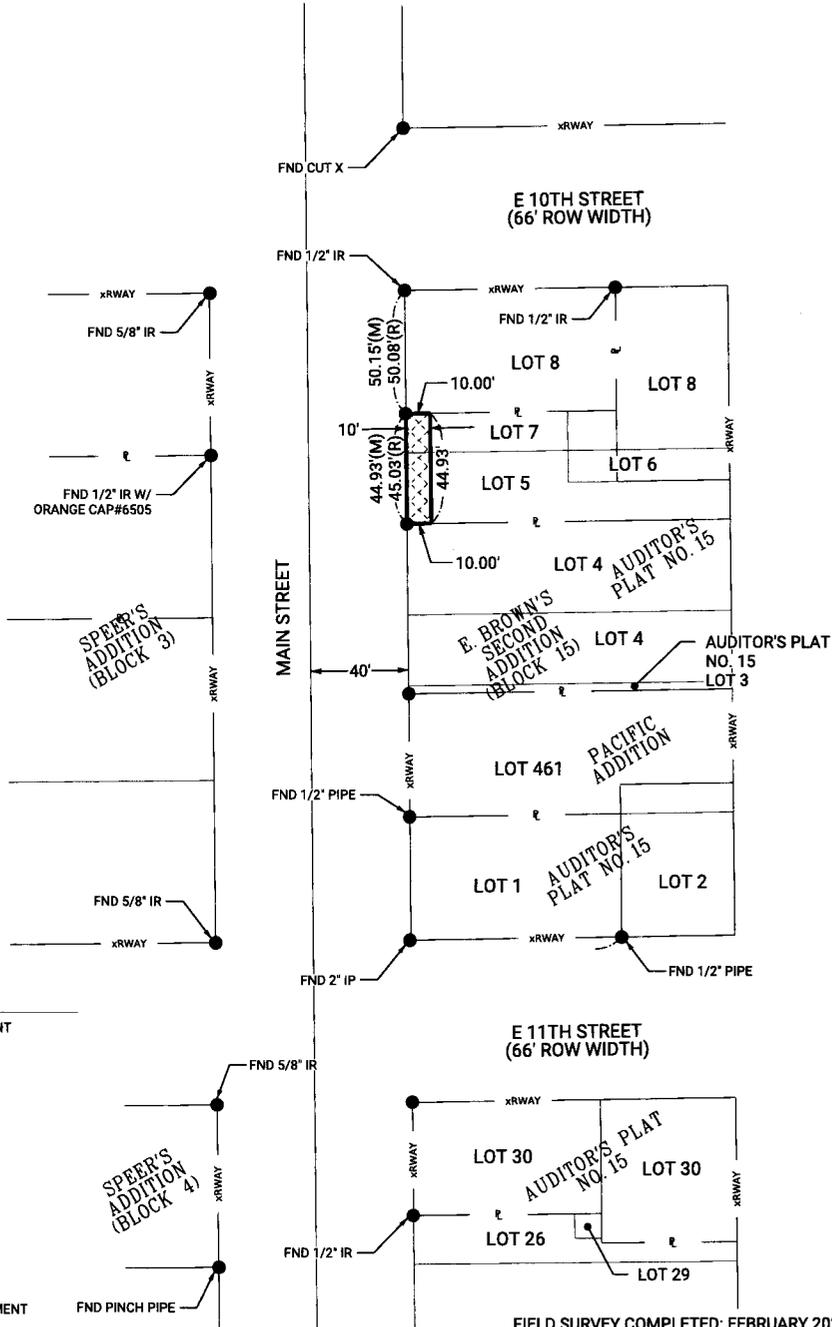
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 5 & LOT 7 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF LOT 5 & LOT 7 OF SAID AUDITOR'S PLAT NO. 15, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 449 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
  - △ SET SECTION CORNER MONUMENT
  - FOUND 1" PIPE (UNLESS NOTED)
  - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
  - (M) MEASURED DIMENSION
  - (R) RECORDED DIMENSION
  - I.R. IRON ROD
  - I.P. IRON PIPE
  - SECTION LINE
  - xRWAY- RIGHT-OF-WAY LINE
  - - - EXISTING LOT LINE
  - - - PROPERTY LINE
  - XXXXX TEMPORARY CONSTRUCTION EASEMENT
  - FND PINCH PIPE

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/16/2022



**SHEET**  
 1 OF 1

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 1004 Main St.  
Parcel Number: 108  
Project Number: RC-000-3283**

**County Tax Parcel No: 891412455001  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_,  
by and between Welsh Investments, L.L.C., Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,000.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,000.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>622</u> sq. ft.	<u>\$1,000.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
  - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
  - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
  - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
- 
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
  - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Welsh Investments, L.L.C.

X Chad Welsh 2/3/22  
Date

By: \_\_\_\_\_

Title: Owner

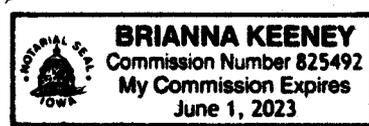
X \_\_\_\_\_  
Date

By: \_\_\_\_\_

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

State of Iowa

County of Black Hawk



This record was acknowledged before me on the 3<sup>rd</sup> day of February, 2022, by chad welsch as owner of welsh Investments LLC

Brian Keeney  
Signature of notarial officer

June 1, 2023  
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 108-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 108

**PROPERTY OWNER:**

WELSH INVESTMENTS, LLC  
 1004 MAIN STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2017-00018974

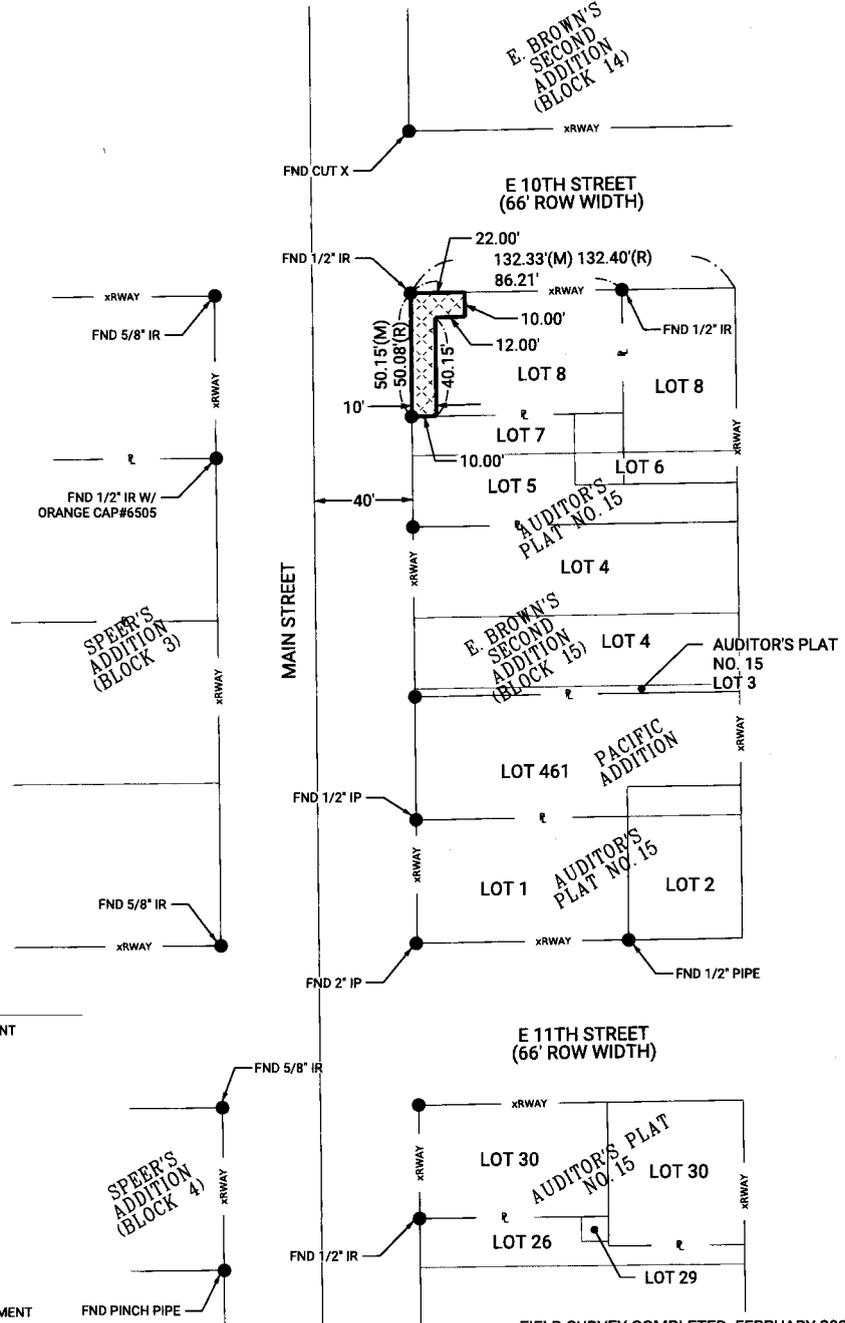
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 8 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET AND THE WEST 22.00 FEET OF THE NORTH 10.00 FEET OF LOT 8 OF SAID AUDITOR'S PLAT NO. 15, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 622 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
  - △ SET SECTION CORNER MONUMENT
  - FOUND 1" PIPE (UNLESS NOTED)
  - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
  - (M) MEASURED DIMENSION
  - (R) RECORDED DIMENSION
  - I.R. IRON ROD
  - I.P. IRON PIPE
  - - - SECTION LINE
  - xRWAY - RIGHT-OF-WAY LINE
  - - - EXISTING LOT LINE
  - - - PROPERTY LINE
  - ▨ TEMPORARY CONSTRUCTION EASEMENT
  - FND PINCH PIPE

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/16/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Welsh Investments, L.L.C. (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Welsh Investments, L.L.C.

X Chad Welsh 2/3/22  
Date

X \_\_\_\_\_  
Date

By: \_\_\_\_\_

By: \_\_\_\_\_

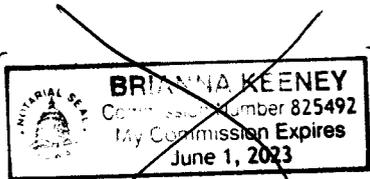
Title: Owner

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

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 3<sup>rd</sup> day of February,  
2022, by Chad Welsh, as Owner of  
Welsh Investments LLC.



Brianna Keeneey  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 108-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 108

**PROPERTY OWNER:**

WELSH INVESTMENTS, LLC  
1004 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2017-00018974

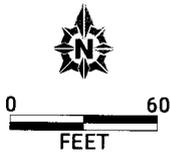
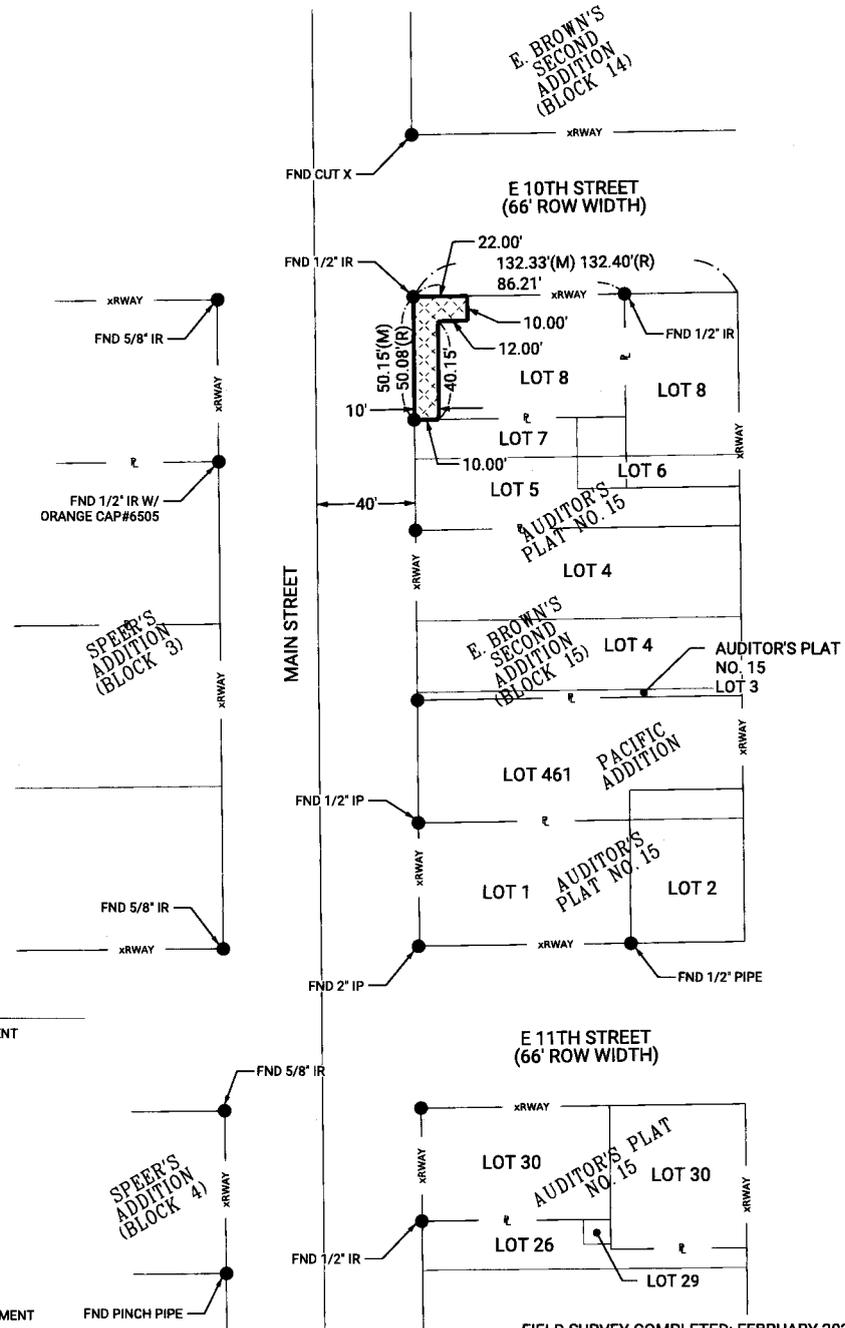
**LEGAL DESCRIPTION:**

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- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
  - △ SET SECTION CORNER MONUMENT
  - FOUND 1" PIPE (UNLESS NOTED)
  - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
  - (M) MEASURED DIMENSION
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  - - - EXISTING LOT LINE
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  - ▨ TEMPORARY CONSTRUCTION EASEMENT
  - FND PINCH PIPE

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/16/2022

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 800 & 802 Main St.  
Parcel Number: 124  
Project Number: RC-000-3283**

**County Tax Parcel No: 891412451001  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between St. Patrick's Church, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat  
See Attached Fee Acquisition Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>3,715.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>3,715.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	<u>61</u> sq. ft.	<u>\$610.00</u>
Underlying Fee Title	_____ sq. ft.	<u>\$</u>
Temporary Easement	<u>1,939</u> sq. ft.	<u>\$3,105.00</u>
Permanent Easement	_____ sq. ft.	<u>\$</u>
Buildings		<u>\$</u>
Other		<u>\$</u>

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

---

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

St. Patrick's Church

X Rev. Ivan Nienhaus 3-30-2022  
Date

X \_\_\_\_\_  
Date

By: Rev. Ivan Nienhaus

By: \_\_\_\_\_

Title: Catholic Priest

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

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 30 day of March, 2022, by Rev. Ivan Nienhaus as Priest of St. Patrick's Church.

Regena Huffman  
Signature of notarial officer

9-13-2022  
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 124-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 800 & 802 MAIN STREET  
 PARCEL 124

**PROPERTY OWNER:**

ST. PATRICK'S CHURCH  
 705 MAIN STREET  
 CEDAR FALLS, IA 50613  
 BOOK 667, PAGE 418

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 9 OF AUDITOR'S PLAT NO. 16, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 146 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, AND IN LOT 7 & LOT 8, BLOCK 13 OF E. BROWN'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

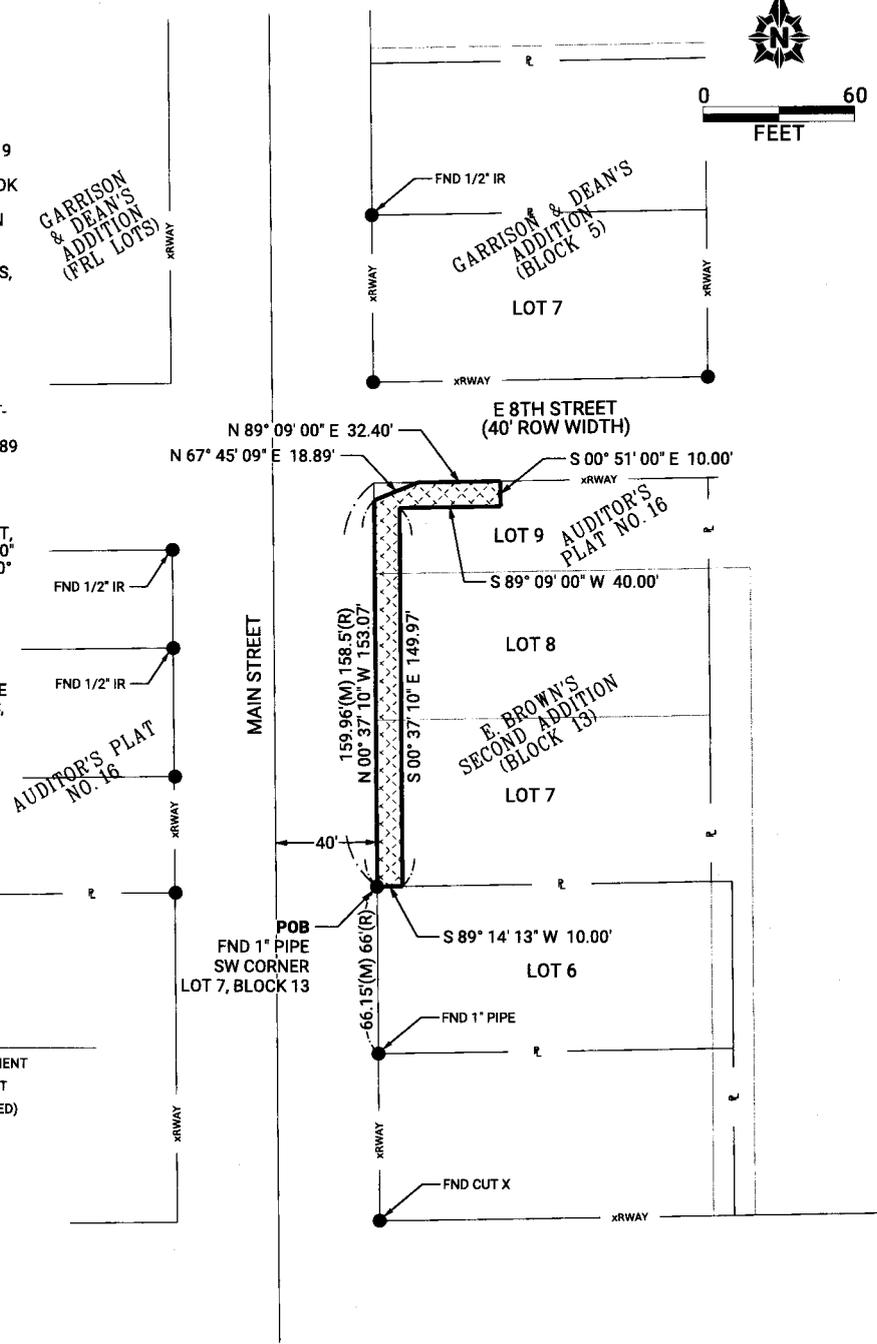
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7, BLOCK 13, THENCE NORTH 00° 37' 10" WEST, 153.07 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 67° 45' 09" EAST, 18.89 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF E 8TH STREET; THENCE NORTH 89° 09' 00" EAST, 32.40 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE, THENCE SOUTH 00° 51' 00" EAST, 10.00 FEET; THENCE SOUTH 89° 09' 00" WEST, 40.00 FEET; THENCE SOUTH 00° 37' 10" EAST, 149.97 FEET TO THE SOUTH LINE OF SAID LOT 7; THENCE SOUTH 89° 14' 13" WEST, 10.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,939 SQUARE FEET OR 0.045 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by St. Patrick's Church ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

St. Patrick's Church

X Rev. Ivan Nienhaus 2-16-2022

By: Rev. Ivan Nienhaus Date

Title: Catholic Priest

X \_\_\_\_\_ Date

By: \_\_\_\_\_

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

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 16 day of February, 2022 by Rev. Ivan Nienhaus, as Priest of ST Patrick Church.

Regena Huffman  
Signature of notarial officer

Stamp		<b>REGENA HUFFMAN</b> Commission Number 74887E My Commission Expires
Title of Office		<u>9-13-22</u>

[My commission expires: 9-13-22 ]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

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City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 124-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 800 & 802 MAIN STREET  
 PARCEL 124

**PROPERTY OWNER:**

ST. PATRICK'S CHURCH  
 705 MAIN STREET  
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 BOOK 667, PAGE 418

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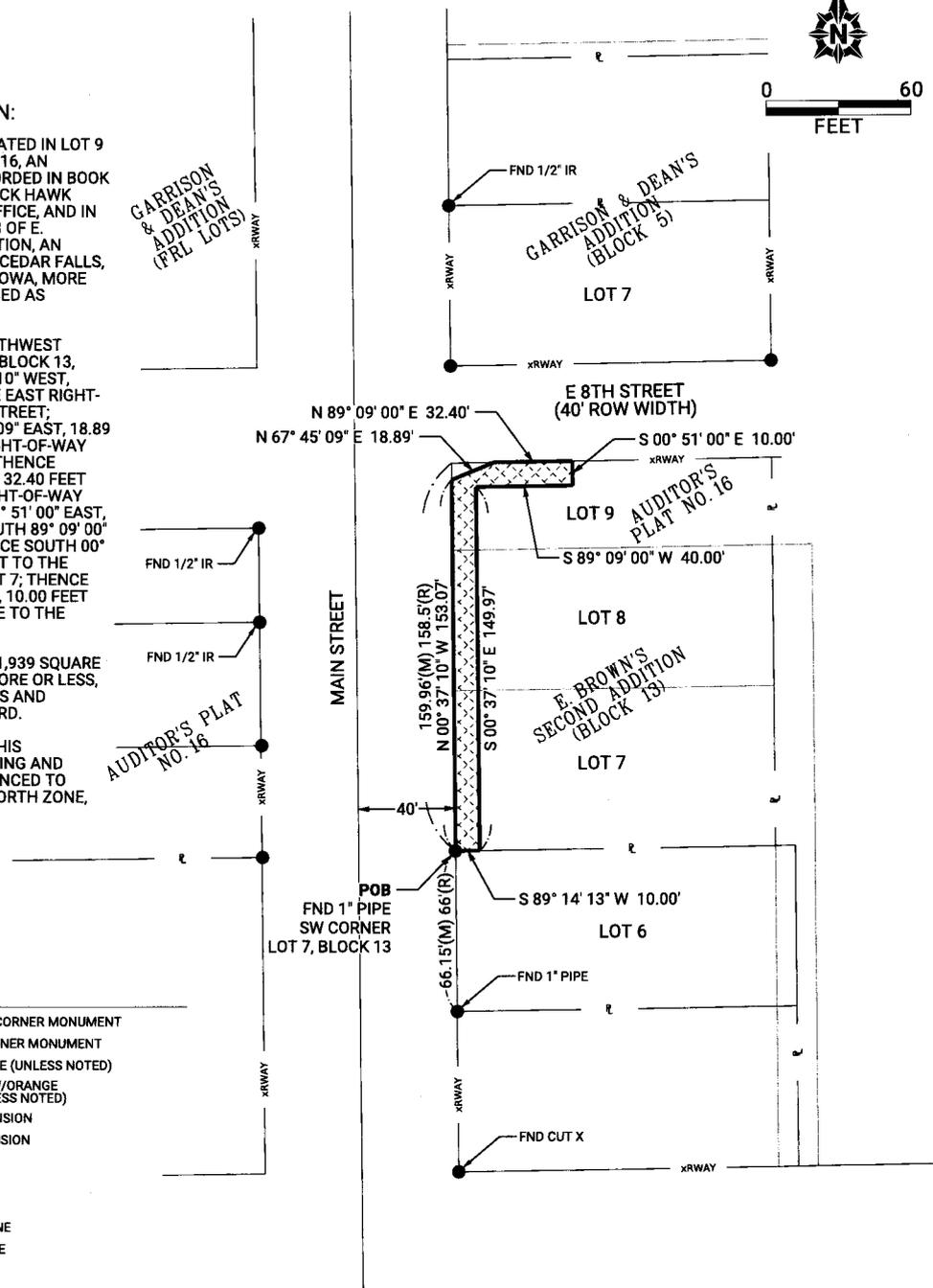
GARRISON & DEAN'S ADDITION (PRL LOTS)

GARRISON & DEAN'S ADDITION (BLOCK 5)

E. BROWN'S SECOND ADDITION (BLOCK 13)

AUDITOR'S PLAT NO. 16

AUDITOR'S PLAT NO. 16



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
  - △ SET SECTION CORNER MONUMENT
  - FOUND PINCH PIPE (UNLESS NOTED)
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  - EXISTING LOT LINE
  - P- PROPERTY LINE
  - ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022



SHEET  
 1 OF 1

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 702 Main St.  
Parcel Number: 133  
Project Number: RC-000-3283**

**County Tax Parcel No: 891412409001  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_,  
by and between 702 Main, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>420.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>420.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	<u>261</u>	sq. ft.	_____	\$ <u>420.00</u>
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

---

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

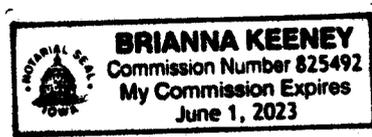
SELLER:

702 Main, LLC

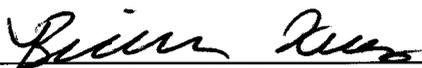
X  3/9/22  
 By: BRIAN Wingert Date  
 Title: Member

X \_\_\_\_\_  
 By: \_\_\_\_\_ Date  
 Title: \_\_\_\_\_

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 9 day of March, 2022, by Brian Wingert as Member of 702 Main LLC.

  
 Signature of notarial officer

June 1, 2023  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 133-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 702 MAIN STREET  
 PARCEL 133

**PROPERTY OWNER:**

702 MAIN, LLC  
 2021 MAIN STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2021-00004610

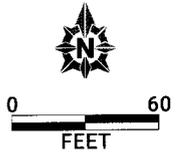
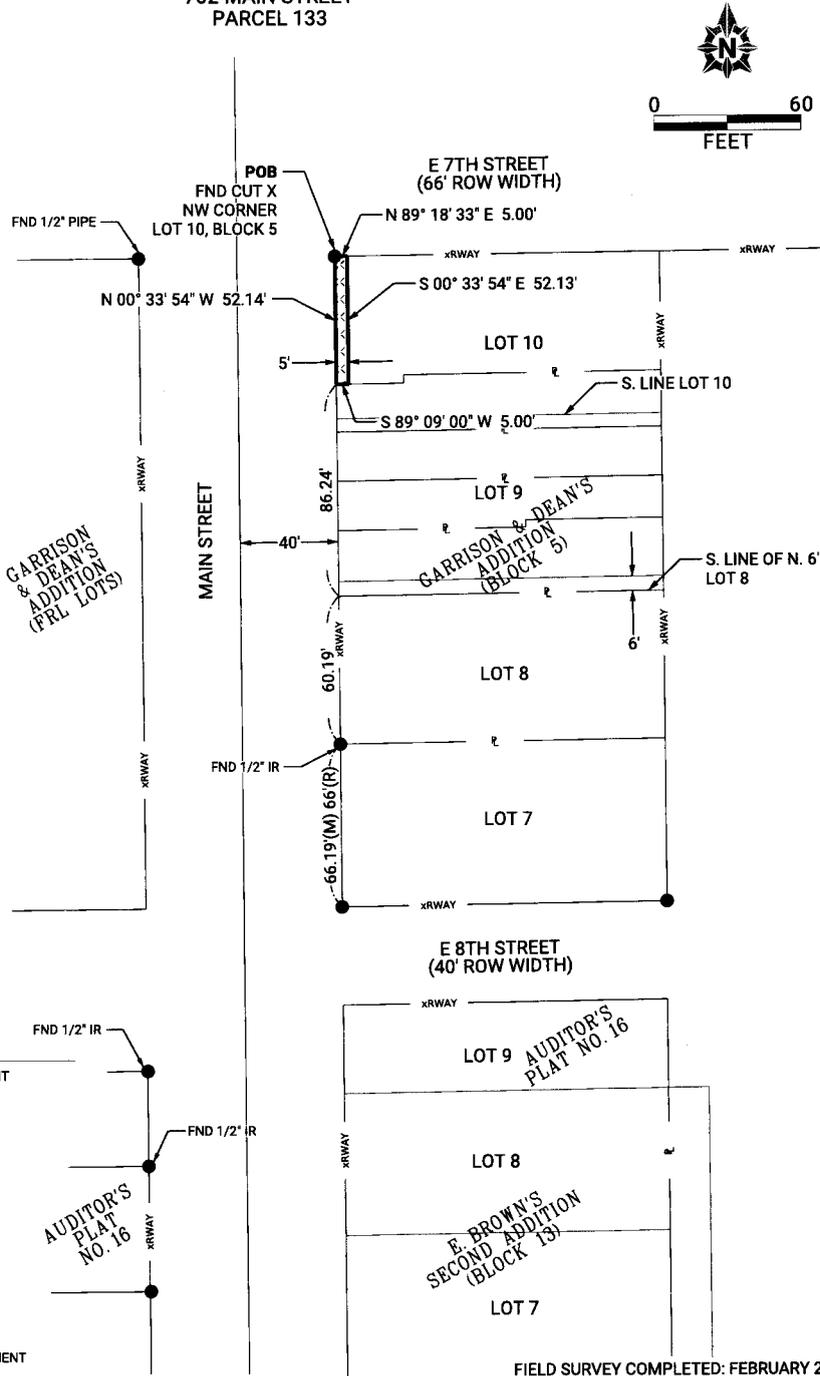
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 10, BLOCK 5 OF GARRISON & DEAN'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10, BLOCK 5, THENCE NORTH 89° 18' 33" EAST, 5.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF E 7TH STREET; THENCE SOUTH 00° 33' 54" EAST, 52.13 FEET; THENCE SOUTH 89° 09' 00" WEST, 5.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 33' 54" WEST, 52.14 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 261 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" FERROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 • Phone: 319-365-9565 •

SHEET  
 1 OF 1

Prepared By: City of Cedar Falls 220 Clay Street, Cedar Falls, IA (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by 702 Main, LLC ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

702 Main, LLC

X BW 3/9/22  
Date

By: Brian Wingert

Title: member

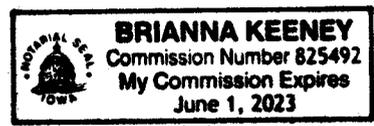
X \_\_\_\_\_ Date

By: \_\_\_\_\_

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

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 9 day of March, 2022, by Brian Wingert, as member of 702 Main LLC.

Brianna Keeney  
Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 133-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
702 MAIN STREET  
PARCEL 133

**PROPERTY OWNER:**

702 MAIN, LLC  
2021 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2021-00004610

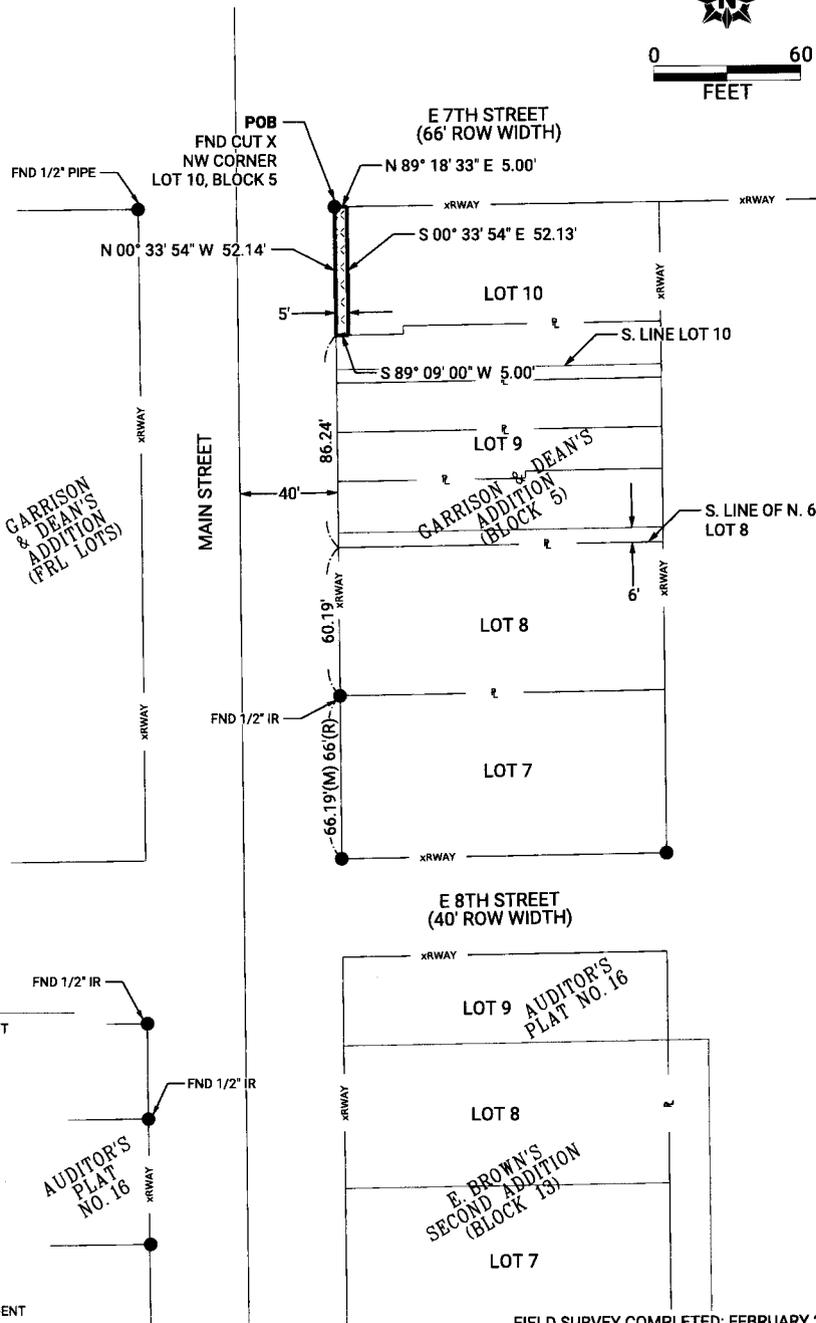
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 10, BLOCK 5 OF GARRISON & DEAN'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10, BLOCK 5, THENCE NORTH 89° 18' 33" EAST, 5.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF E 7TH STREET; THENCE SOUTH 00° 33' 54" EAST, 52.13 FEET; THENCE SOUTH 89° 09' 00" WEST, 5.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 33' 54" WEST, 52.14 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

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**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
• Phone: 319-365-9565 •

SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

**CITY OF CEDAR FALLS  
TENANT PURCHASE AGREEMENT**

**Property Address: 702 Main St.  
Parcel Number: 133  
Project Number: RC-000-3283**

**County Tax Parcel No: 891412409001  
Project Name: Main Street Reconstruction**

**THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Texture Hair Studio LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.**

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the Premises: See Attached Temporary Easement Plat Exhibit
2. The Premises specifically includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims under the terms of this Agreement and discharges Buyer from liability because of this Agreement and the construction of the above public improvement project.

Seller is tenant on the property of the following owner: 702 Main, LLC ("Owner").

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of Two Hundred and NO/100 Dollars (\$200.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity.
4. Seller grants to the City a temporary construction easement as shown on the attached acquisition plat. Seller agrees to execute a Tenant Temporary Construction Easement Agreement, a copy of which is attached hereto.
5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises as set forth in this Agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. The interests conveyed in this Agreement are granted only to the extent of and only for the duration of Seller's leasehold interest in the Premises.
7. This Agreement shall apply to and bind the assigns and successors in interest of the Seller.
8. The Premises shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
9. This written Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
10. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the Premises, except: \_\_\_\_\_.
11. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: Texture Hair Studio LLC

Brent Kriener 07-13-22 \_\_\_\_\_  
Date Date

By: Brent Kriener \_\_\_\_\_ By: \_\_\_\_\_

Title: Co owner \_\_\_\_\_ Title: \_\_\_\_\_

State of Iowa  
County of Black Hawk



This record was acknowledged before me on the 13 day of July, 2022, by Brent Kriener, as co-owner of Texture Hair studio LLC.

Brianna Keeney  
Signature of notarial officer

June 1, 2023  
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_



Prepared By: City of Cedar Falls 220 Clay Street, Cedar Falls, IA

(319)273-8600

## TENANT TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Texture Hair Studio LLC ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR: Texture Hair Studio LLC

By: Brent Kriener

By: \_\_\_\_\_

Name: Brent Kriener

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

Title: Co-Owner

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

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 13 day of July, 2022, by Brent Kriener, as co-owner of Texture Hair Studio LLC.

Brianna Keeney  
Signature of notarial officer

Stamp  
[ Iowa notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 133-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
702 MAIN STREET  
PARCEL 133

**PROPERTY OWNER:**

702 MAIN, LLC  
2021 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2021-00004610

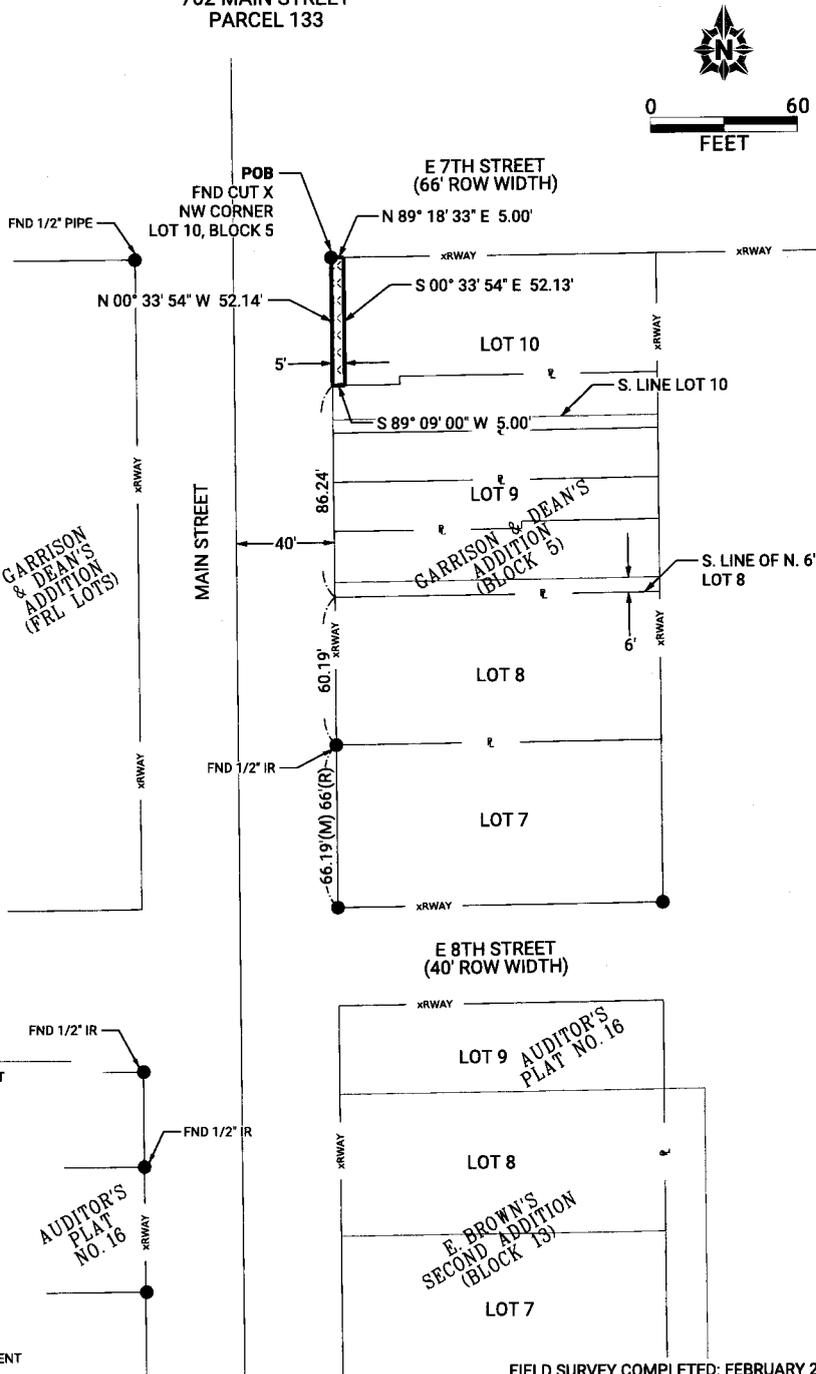
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 10, BLOCK 5 OF GARRISON & DEAN'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10, BLOCK 5, THENCE NORTH 89° 18' 33" EAST, 5.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF E 7TH STREET; THENCE SOUTH 00° 33' 54" EAST, 52.13 FEET; THENCE SOUTH 89° 09' 00" WEST, 5.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 33' 54" WEST, 52.14 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 261 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
• Phone: 319-365-9565 •

SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 622 Main St.  
Parcel Number: 138  
Project Number: RC-000-3283

County Tax Parcel No: 891412407003  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Mark L. Knutson and Theresa B. Knutson, husband and wife, Contract Sellers, Aaron M. Knutson, married, Contract Buyer, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1,540.00	on possession and conveyance	60 days after Buyer approval
\$ 1,540.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	961	sq. ft.	_____	\$1,540.00
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.



SELLER:

X A M Knutson 2-10-22  
Aaron M. Knutson Date

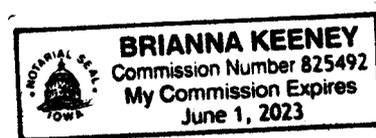
X Emily Knutson 2-10-2022  
Emily Knutson Date

State of Iowa  
County of Black Hawk

This record was acknowledged before me on the 10 day of February, 2022, by  
Aaron M. Knutson, Emily Knutson

Brianna Keeney  
Signature of notarial officer

June 1, 2023  
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 138-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 138

**PROPERTY OWNER:**

KNUTSON, AARON M.  
 622 MAIN STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2015-00005856

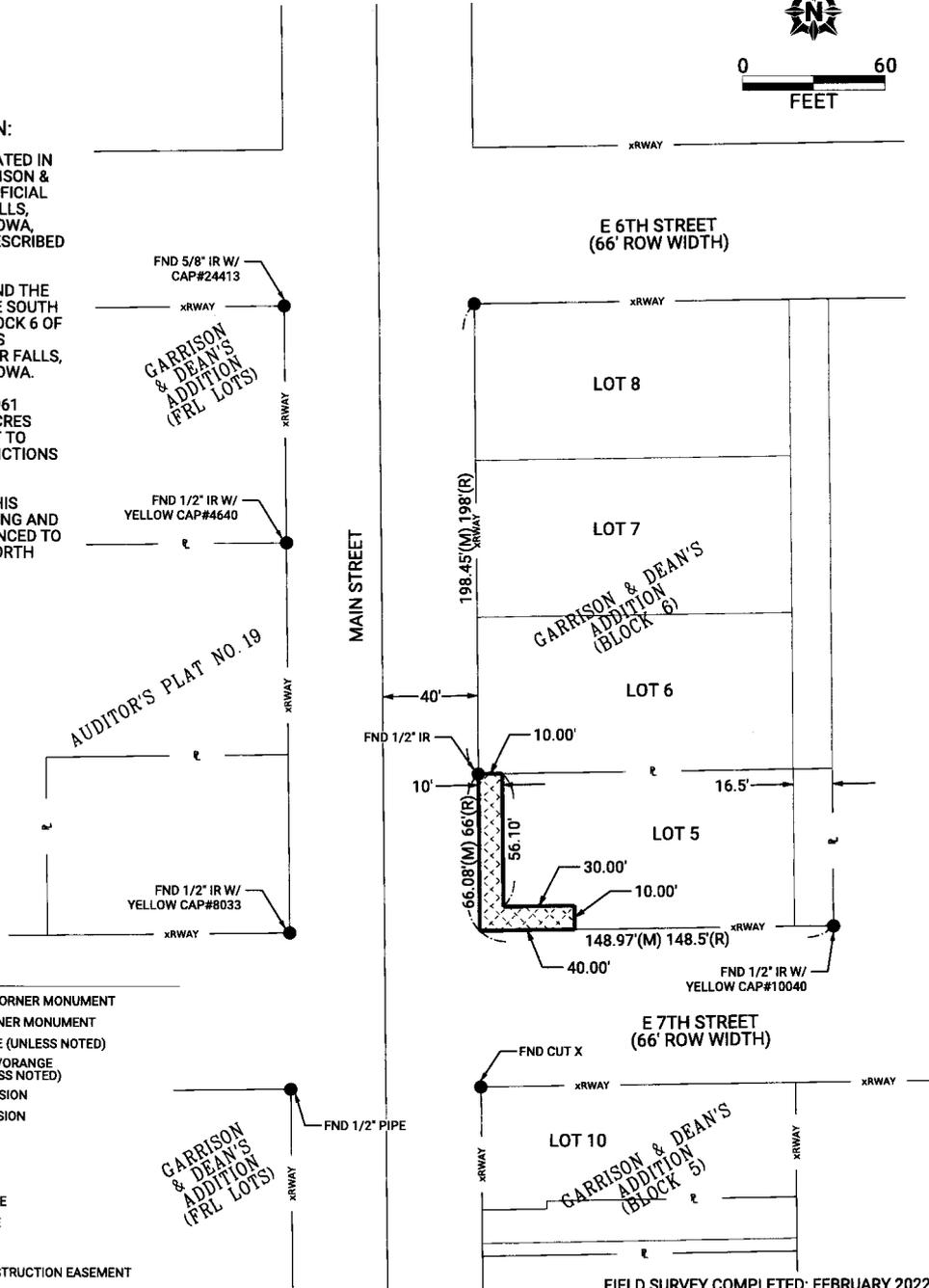
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 5, BLOCK 6 OF GARRISON & DEAN'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET AND THE WEST 40.00 FEET OF THE SOUTH 10.00 FEET OF LOT 5, BLOCK 6 OF SAID GARRISON & DEAN'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 961 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Mark L. Knutson and Theresa B. Knutson, husband and wife, Contract Sellers, Aaron M. Knutson, married, Contract Buyer ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

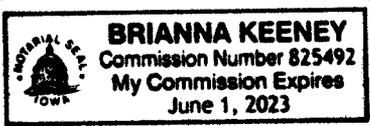
x Mark L. Knutson 2-10-22  
Mark L. Knutson Date

x Theresa B. Knutson 2-10  
Theresa B. Knutson Date

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 10<sup>th</sup> day of February,  
2022, by Mark L. Knutson, Theresa B. Knutson, Grantors.



Brianna Keeney  
Signature of notarial officer

Stamp

Iowa Notary  
Title of Office

[My commission expires: June 1, 2023]

Grantor:

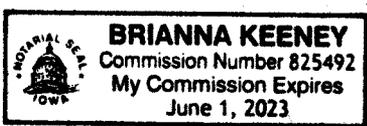
X A.M. Knutson 2-10-22  
Aaron M. Knutson Date

X Emily Knutson 2-10-22  
Emily Knutson Date

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 10<sup>th</sup> day of February,  
2022 by Aaron M. Knutson, Emily Knutson, Grantor.



Brianna Keeney  
Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 138-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 138

**PROPERTY OWNER:**

KNUTSON, AARON M.  
 622 MAIN STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2015-00005856

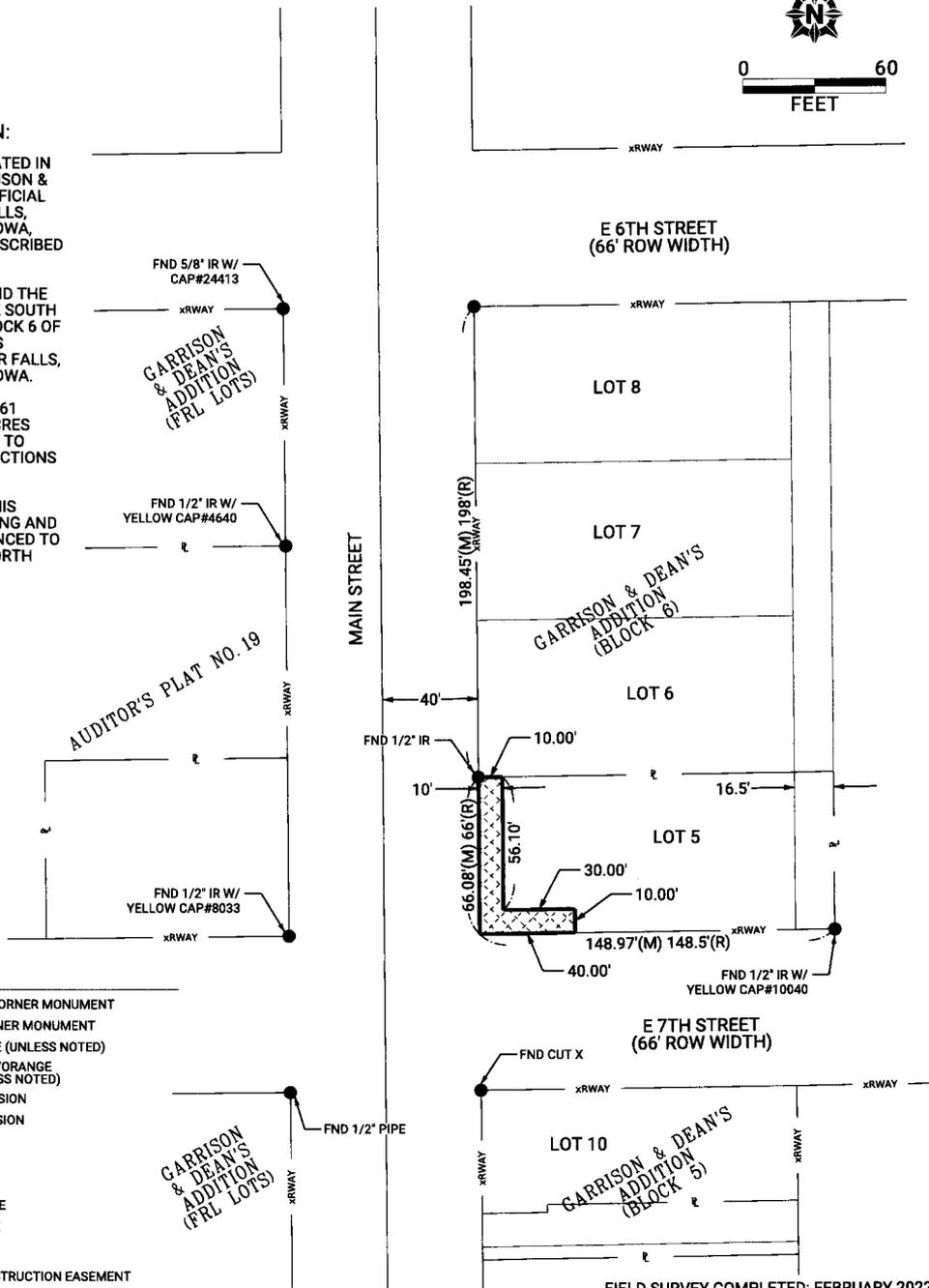
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 5, BLOCK 6 OF GARRISON & DEAN'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET AND THE WEST 40.00 FEET OF THE SOUTH 10.00 FEET OF LOT 5, BLOCK 6 OF SAID GARRISON & DEAN'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 961 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
  - △ SET SECTION CORNER MONUMENT
  - FOUND PINCH PIPE (UNLESS NOTED)
  - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
  - (M) MEASURED DIMENSION
  - (R) RECORDED DIMENSION
  - I.R. IRON ROD
  - I.P. IRON PIPE
  - - - SECTION LINE
  - xRWAY - RIGHT-OF-WAY LINE
  - - - EXISTING LOT LINE
  - - - PROPERTY LINE
  - XXXXX TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 123 W. 7<sup>th</sup> St.  
Parcel Number: 158  
Project Number: RC-000-3283

County Tax Parcel No: 891412338006  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Hi Yield, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1,845.00	on possession and conveyance	60 days after Buyer approval
\$ 1,845.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	1,152 sq. ft.	\$ 1,845.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. The Temporary Construction Easement shall terminate after 24-months of project-related work on the property or upon completion of the Project. If the City and their contractors require more than 24-months of access to the property, Seller can seek additional compensation based on a pro-rated amount per month of project-related use using the same valuation formula calculated in clause 3 above.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

\_\_\_\_\_

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Hi Yield, LLC

X [Signature] 3/24/2022  
Date

X \_\_\_\_\_  
Date

By: Brent Dahlstrom

By: \_\_\_\_\_

Title: Manager

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

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 24 day of March, 2022, by Brent Dahlstrom as manager of Hi Yield LLC.

[Signature]  
Signature of notarial officer

July 29, 2022  
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 158-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 158

**PROPERTY OWNER:**

HI YIELD, LLC  
P.O. BOX 128  
CEDAR FALLS, IA 50613  
FILE NO. 2018-00007505

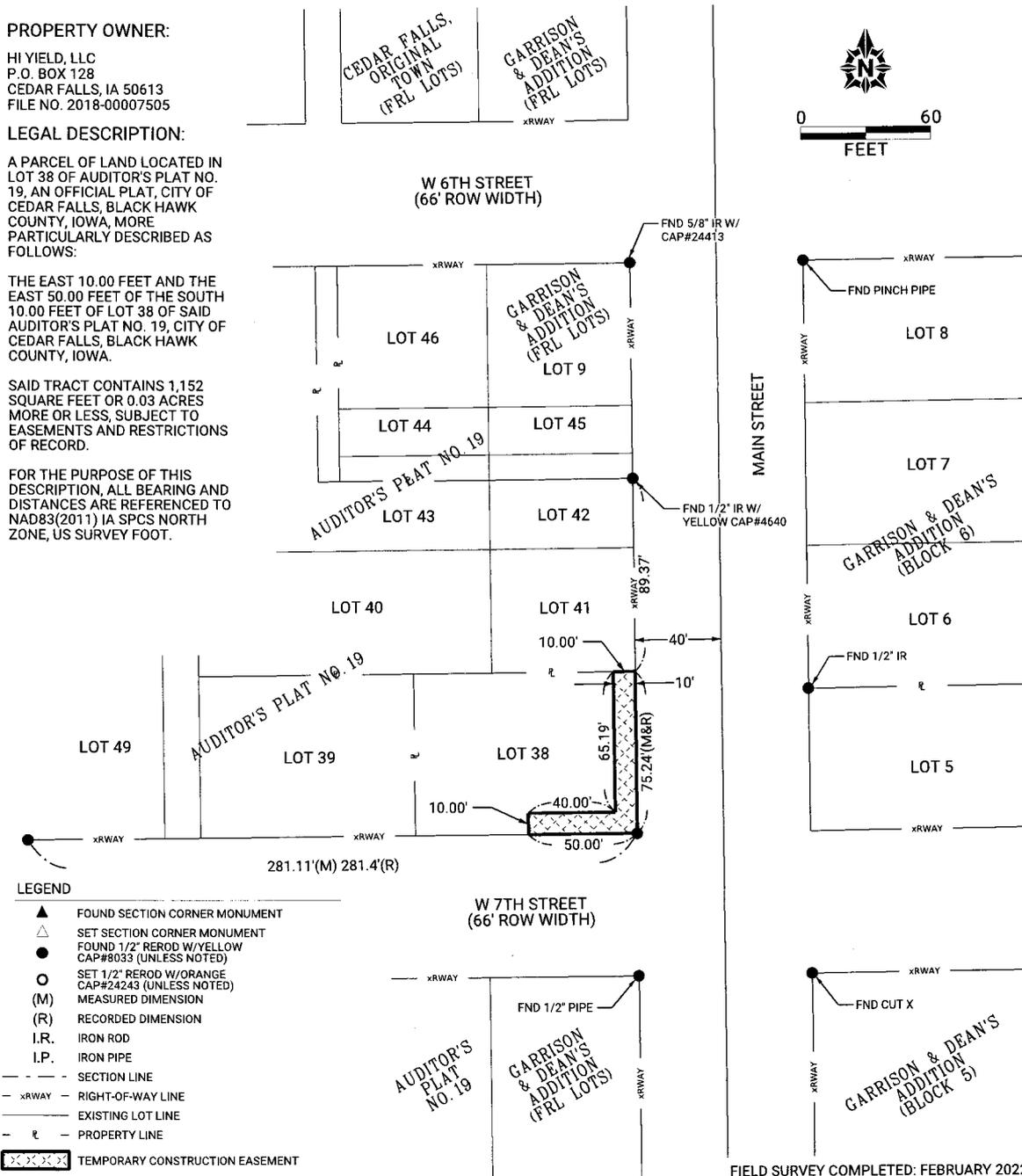
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 38 OF AUDITOR'S PLAT NO. 19, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET AND THE EAST 50.00 FEET OF THE SOUTH 10.00 FEET OF LOT 38 OF SAID AUDITOR'S PLAT NO. 19, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,152 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REBAR W/YELLOW CAP#8033 (UNLESS NOTED)
- SET 1/2" REBAR W/ORANGE CAP#2443 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022



**Foth Infrastructure & Environment, LLC**  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
• Phone: 319-365-9565 •

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Hi Yield, LLC ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Hi Yield, LLC

X [Signature] 3/24/2022  
Date

By: Brent Dahlstrom

Title: manager

X \_\_\_\_\_  
Date

By: \_\_\_\_\_

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

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 24 day of March,  
2022 by Brent Dahlstrom, as manager of  
Hi Yield LLC.

[Signature]  
Signature of notarial officer

Stamp 

Title of Office

[My commission expires: 7/29/2022]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_



CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 705 Main St. & 123 W. 8<sup>th</sup> St.  
Parcel Number: 162  
Project Number: RC-000-3283

County Tax Parcel No: 891412341011  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between St. Patrick Church, aka St. Patrick Church, Cedar Falls, Iowa, Seller, and the City of Cedar  
Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 5,355.00	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ 5,355.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	3,346	sq. ft.	\$ 5,355.00
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Other			\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

St. Patrick Church, aka St. Patrick Church, Cedar Falls, Iowa

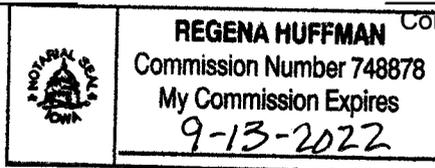
X Rev. Ivan Nienhaus 2-16-2022 X \_\_\_\_\_  
 By: Rev. Ivan Nienhaus Date \_\_\_\_\_  
 Title: Catholic Priest Title: \_\_\_\_\_

State of Iowa  
 County of Black Hawk

This record was acknowledged before me on the 16 day of February, 2022, by Rev Ivan Nienhaus as Priest of St Patrick Church.

Regena Huffman  
 Signature of notarial officer

9-13-22  
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 162-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 123 W 8TH STREET  
 PARCEL 162

**PROPERTY OWNER:**

ST. PATRICK'S CHURCH  
 705 MAIN STREET  
 CEDAR FALLS, IA 50613

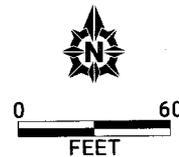
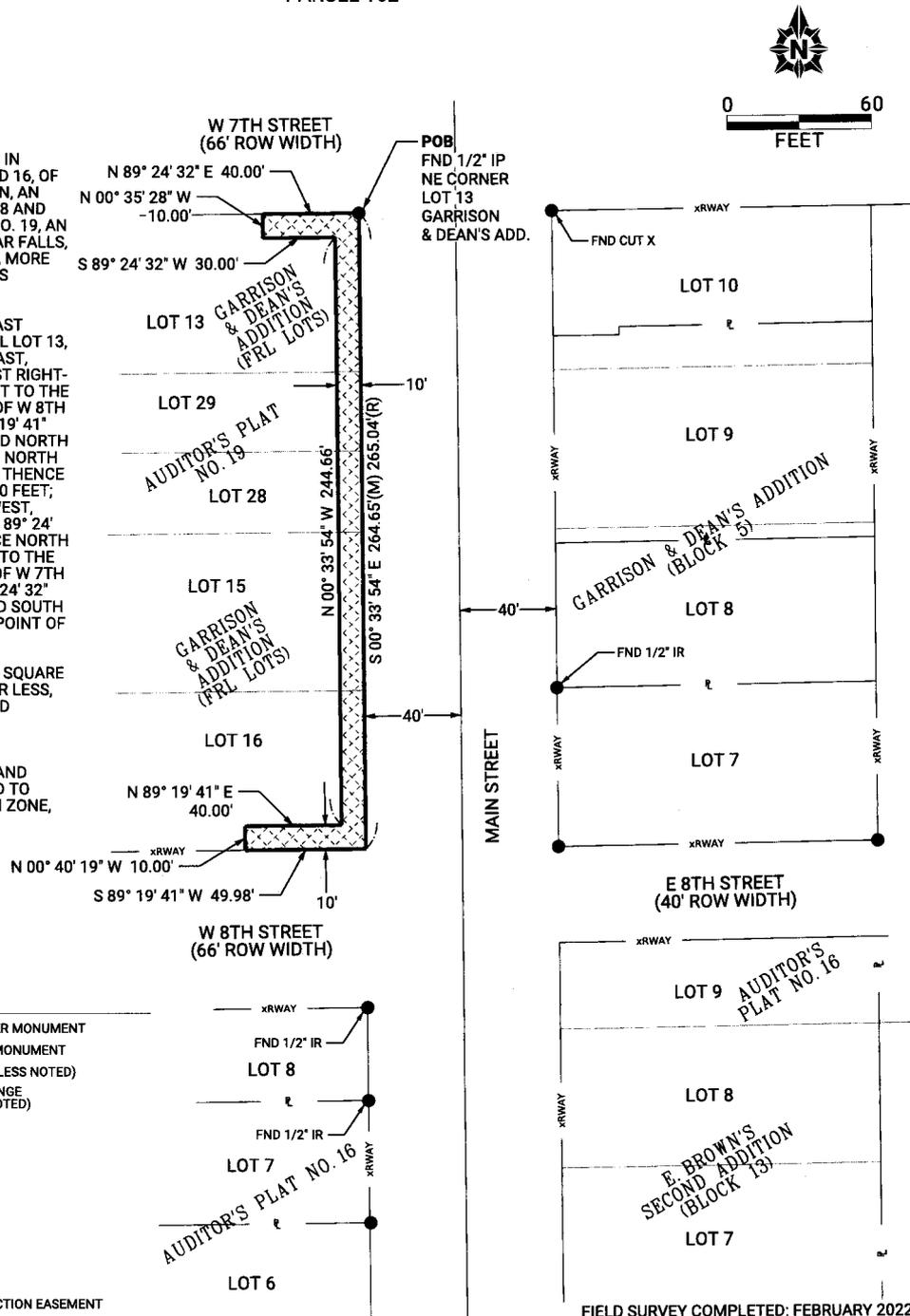
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN FRACTIONAL LOTS 13, 15, AND 16, OF GARRISON & DEAN'S ADDITION, AN OFFICIAL PLAT, AND IN LOT 28 AND LOT 29 OF AUDITOR'S PLAT NO. 19, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID FRACTIONAL LOT 13, THENCE SOUTH 00° 33' 54" EAST, 264.65 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF MAIN STREET TO THE NORTH RIGHT-OF-WAY LINE OF W 8TH STREET; THENCE SOUTH 89° 19' 41" WEST, 49.98 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 00° 40' 19" WEST, 10.00 FEET; THENCE NORTH 89° 19' 41" EAST, 40.00 FEET; THENCE NORTH 00° 33' 54" WEST, 244.66 FEET; THENCE SOUTH 89° 24' 32" WEST, 30.00 FEET; THENCE NORTH 00° 35' 28" WEST, 10.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF W 7TH STREET; THENCE NORTH 89° 24' 32" EAST, 40.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

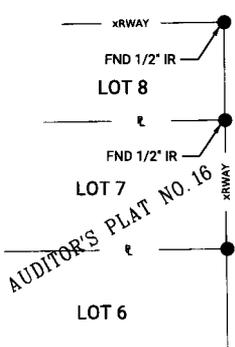
SAID TRACT CONTAINS 3,346 SQUARE FEET OR 0.08 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by St. Patrick Church, aka St. Patrick Church, Cedar Falls, Iowa (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

St. Patrick Church, aka St. Patrick Church, Cedar Falls, Iowa

X Rev. Ivan Nienhaus 2-16-2022  
By: \_\_\_\_\_ Date

X \_\_\_\_\_  
By: \_\_\_\_\_ Date

Title: Catholic Priest

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

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 16 day of February,  
2022 by Rev. Ivan Nienhaus, as Priest of  
St. Patrick Church.

Regena Huffman  
Signature of notarial officer

Stamp [  **REGENA HUFFMAN**  
Commission Number 748878  
My Commission Expires  
9-13-22 ]  
Title of Office \_\_\_\_\_

[My commission expires: 9-13-22]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 162-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 123 W 8TH STREET  
 PARCEL 162

**PROPERTY OWNER:**

ST. PATRICK'S CHURCH  
 705 MAIN STREET  
 CEDAR FALLS, IA 50613

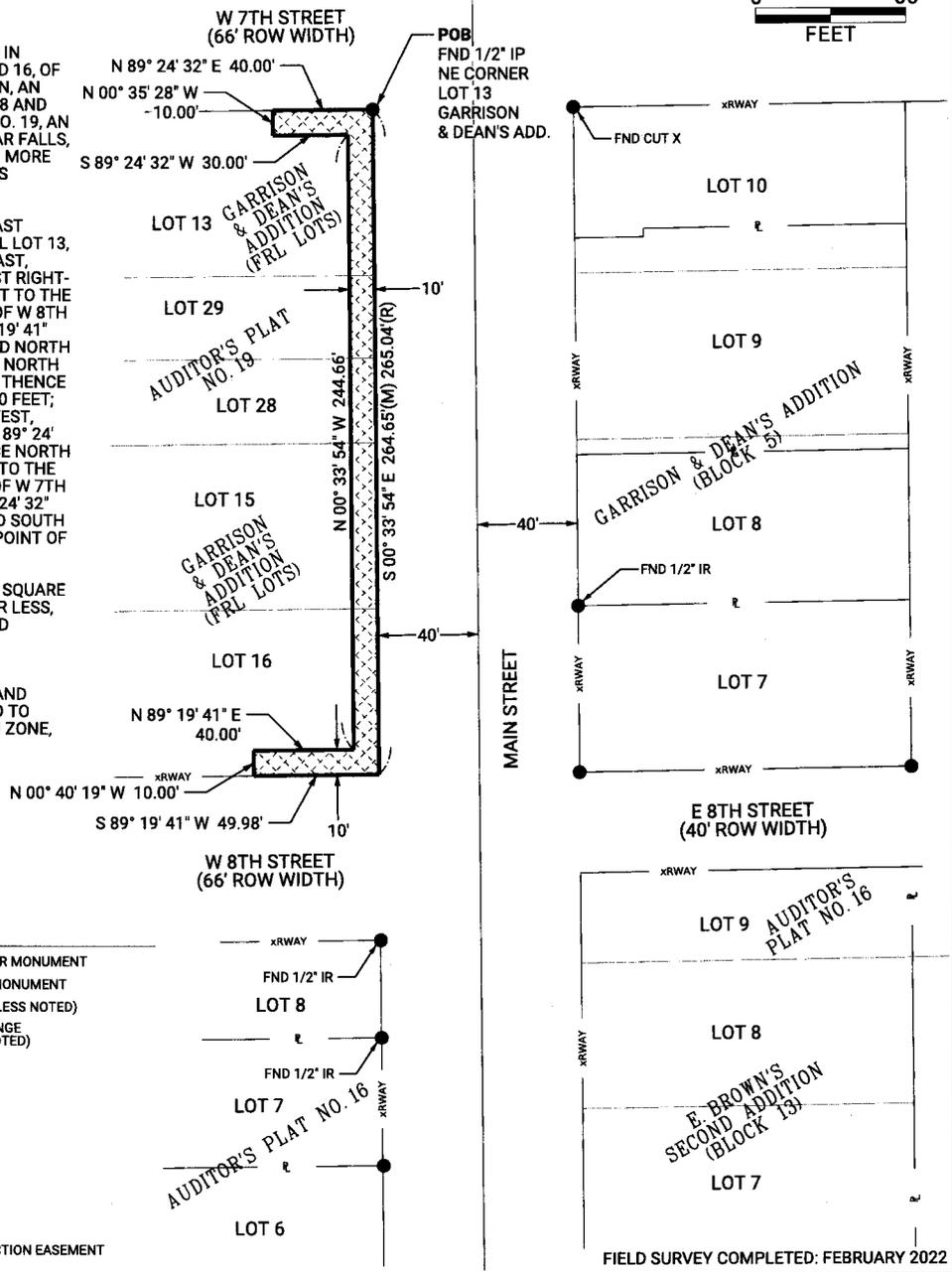
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN FRACTIONAL LOTS 13, 15, AND 16, OF GARRISON & DEAN'S ADDITION, AN OFFICIAL PLAT, AND IN LOT 28 AND LOT 29 OF AUDITOR'S PLAT NO. 19, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID FRACTIONAL LOT 13, THENCE SOUTH 00° 33' 54" EAST, 264.65 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF MAIN STREET TO THE NORTH RIGHT-OF-WAY LINE OF W 8TH STREET; THENCE SOUTH 89° 19' 41" WEST, 49.98 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 00° 40' 19" WEST, 10.00 FEET; THENCE NORTH 89° 19' 41" EAST, 40.00 FEET; THENCE NORTH 00° 33' 54" WEST, 244.66 FEET; THENCE SOUTH 89° 24' 32" WEST, 30.00 FEET; THENCE NORTH 00° 35' 28" WEST, 10.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF W 7TH STREET; THENCE NORTH 89° 24' 32" EAST, 40.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3,346 SQUARE FEET OR 0.08 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- [XXXXXX] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 805 Main St.  
Parcel Number: 168  
Project Number: RC-000-3283**

**County Tax Parcel No: 891412379003  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between CNC Investments, L.L.C., Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,010.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,010.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	<u>765</u>	sq. ft.	\$ <u>1,010.00</u>
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Other			\$ _____

- 4. Seller grants to the City Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement,

immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.

- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

\_\_\_\_\_

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

CNC Investments, L.L.C.

[Signature] 02/17/22  
 By: Scott Koerig Date  
 Title: Owner

\_\_\_\_\_  
 By: \_\_\_\_\_ Date  
 Title: \_\_\_\_\_

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 17 day of February, 2022, by Scott Koerig as Owner of CNC Investments LLC.

[Signature]  
 Signature of notarial officer

June 1, 2023  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 168-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
805 MAIN STREET  
PARCEL 168

**PROPERTY OWNER:**

CNC INVESTMENTS, LLC  
5317 UNIVERSITY AVENUE  
CEDAR FALLS, IA 50613  
FILE NO. 2011-0009083

**LEGAL DESCRIPTION:**

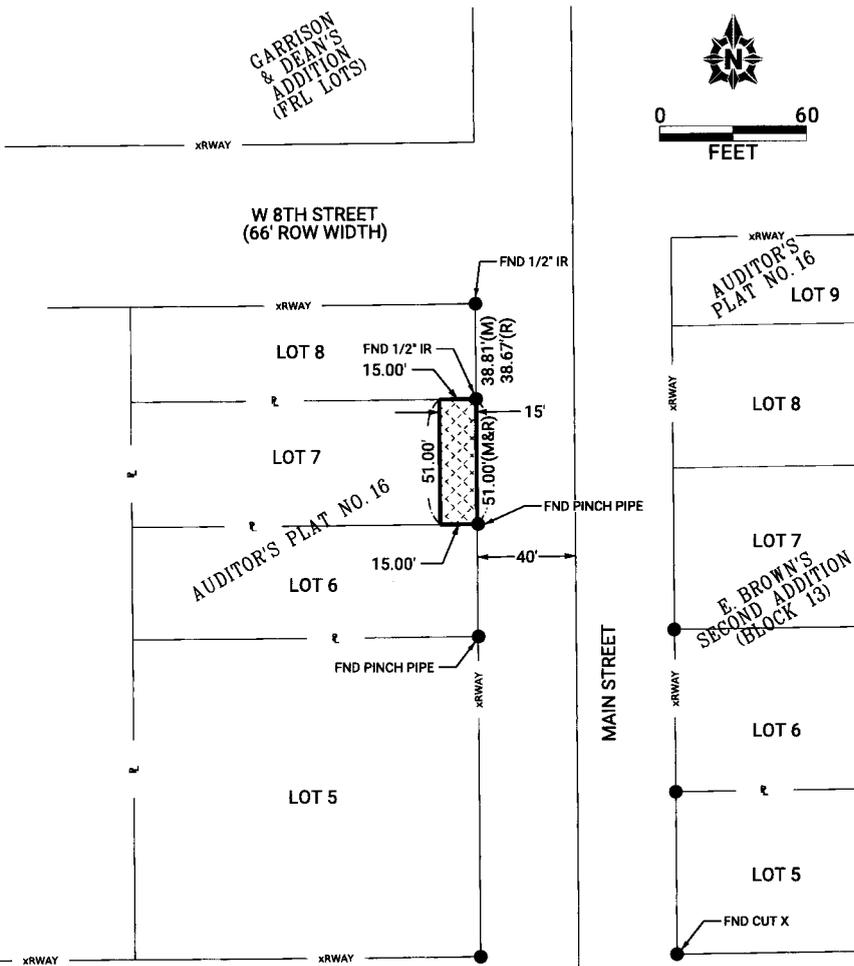
A PARCEL OF LAND LOCATED IN LOT 7 OF AUDITOR'S PLAT NO. 16, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 146 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 15.00 FEET OF LOT 7 OF SAID AUDITOR'S PLAT NO. 16, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 765 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

GARRISON & DEAN'S ADDITION (FRL LOTS)



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- e- PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT

W 9TH STREET (66' ROW WIDTH)

SPEER'S ADDITION (BLOCK 2)

E. BROWN'S SECOND ADDITION (BLOCK 13)

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by CNC Investments, L.L.C. (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 168-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 805 MAIN STREET  
 PARCEL 168

**PROPERTY OWNER:**

CNC INVESTMENTS, LLC  
 5317 UNIVERSITY AVENUE  
 CEDAR FALLS, IA 50613  
 FILE NO. 2011-00009083

**LEGAL DESCRIPTION:**

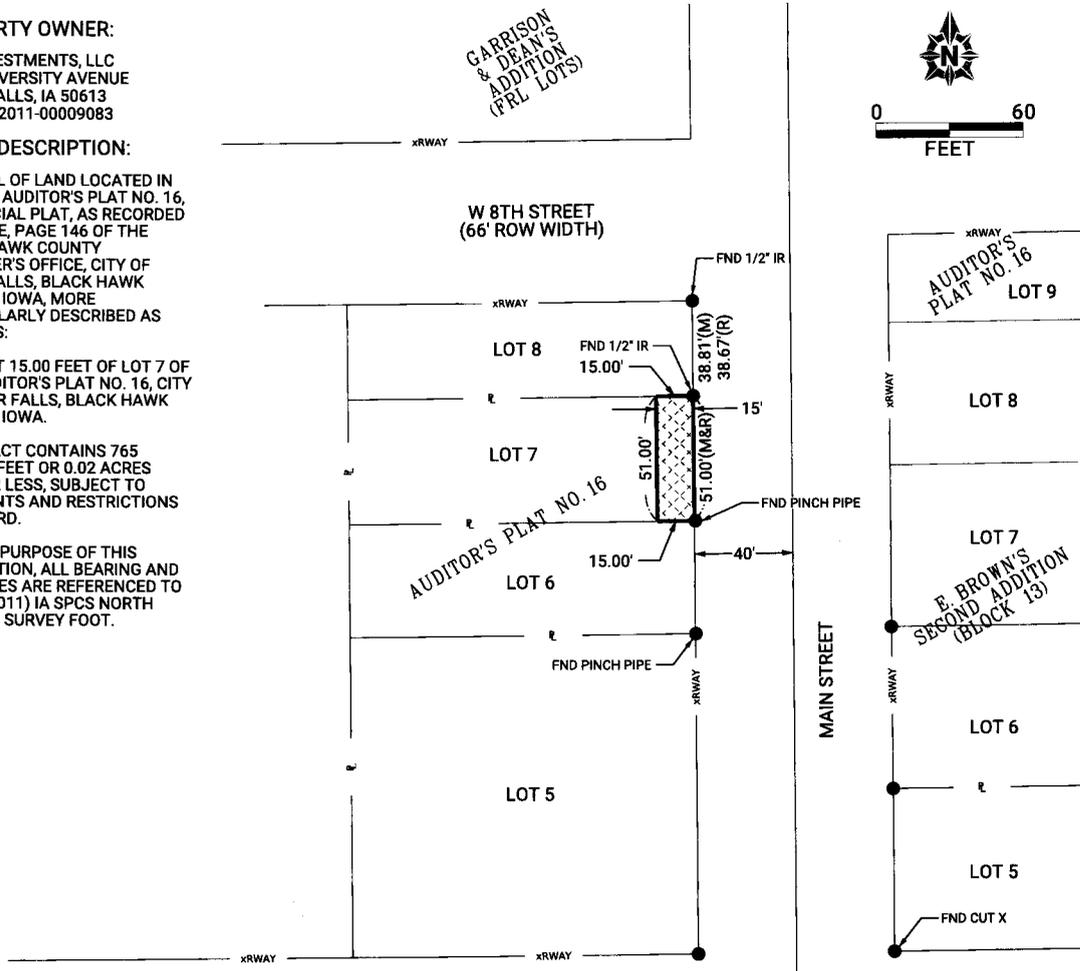
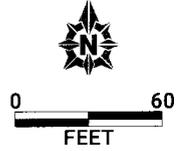
A PARCEL OF LAND LOCATED IN LOT 7 OF AUDITOR'S PLAT NO. 16, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 146 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 15.00 FEET OF LOT 7 OF SAID AUDITOR'S PLAT NO. 16, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 765 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

GARRISON & DEAN'S ADDITION (FRL LOTS)



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT

W 9TH STREET (66' ROW WIDTH)

SPEER'S ADDITION (BLOCK 2)

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 903 Main St.  
Parcel Number: 176  
Project Number: RC-000-3283**

**County Tax Parcel No: 891412383003  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Clark Jon Rickard and Twyla J Rickard, his wife, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,455.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,455.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	<u>1,101</u>	sq. ft.	_____	\$ <u>1,455.00</u>
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use

immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.

- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

\_\_\_\_\_

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

*[Signature]* 2-17-22  
 Clark Jon Rickard Date

*[Signature]* 2-17-22  
 TWYLA RICKARD Date

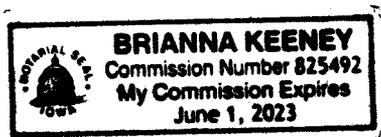
State of Iowa

County of Black Hawk

This record was acknowledged before me on the 17 day of February, 2022, by Clark and Twyla Rickard as owners of 903 Main St.

*[Signature]*  
 Signature of notarial officer

June 1, 2023  
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 176-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 176

**PROPERTY OWNER:**

RICKARD, CLARK J.  
 903 MAIN STREET  
 CEDAR FALLS, IA 50613  
 BOOK 533, PAGE 103

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 2 OF SPEER'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

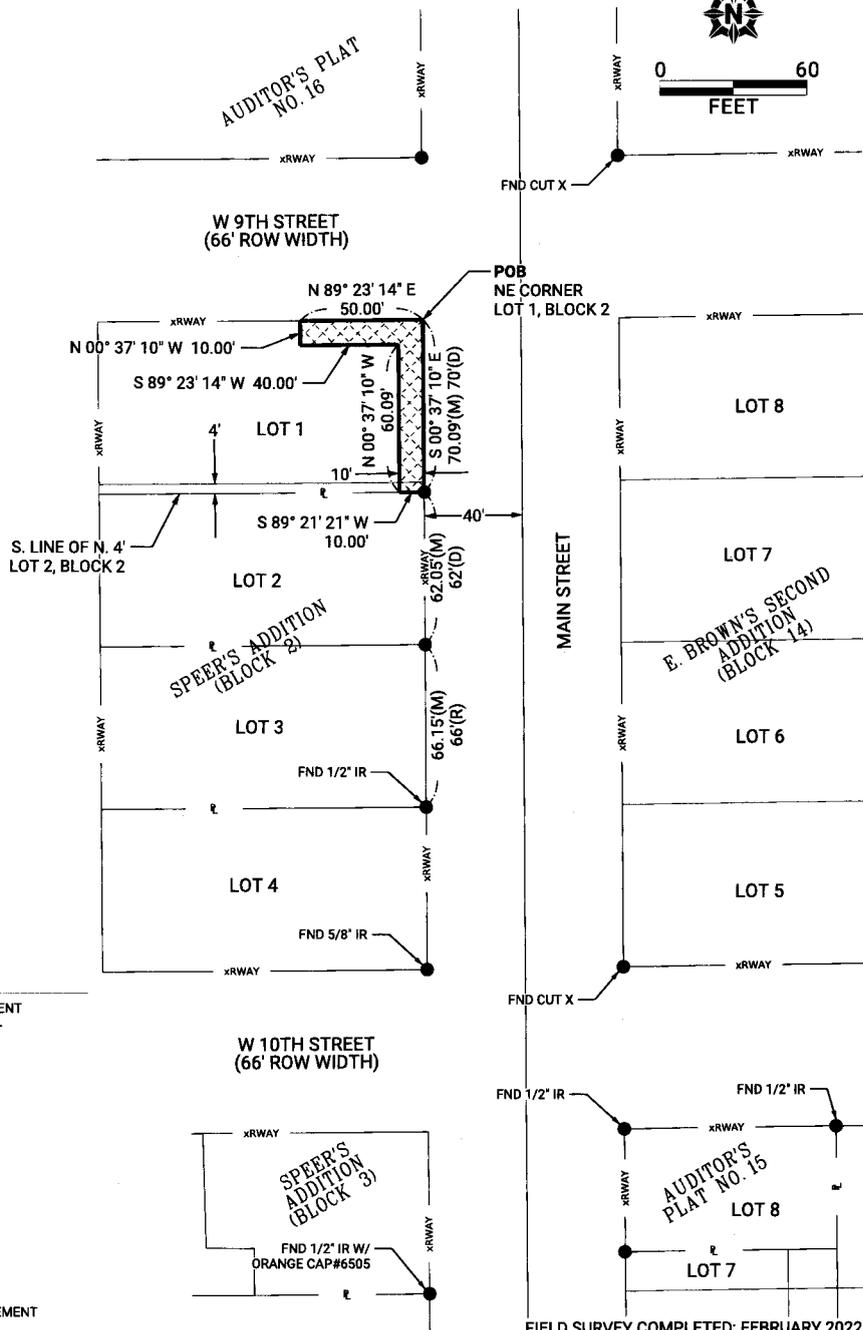
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 2, THENCE SOUTH 00° 37' 10" EAST, 70.09 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF MAIN STREET TO THE SOUTH LINE OF THE NORTH 4 FEET OF LOT 2, BLOCK 2; THENCE SOUTH 89° 21' 21" WEST, 10.00 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00° 37' 10" WEST, 60.09 FEET; THENCE SOUTH 89° 23' 14" WEST, 40.00 FEET; THENCE NORTH 00° 37' 10" WEST, 10.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF W 9TH STREET; THENCE NORTH 89° 23' 14" EAST, 50.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,101 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT



**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Clark Jon Rickard and Twyla J. Rickard, his wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR:

[Signature]  
Clark Jon Rickard

[Signature]  
TWYLA J. RICKARD

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 17 day of February, 2022, by Clark Jon Rickard, Twyla J. Rickard, Grantor.

[Signature]  
Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 2023 ]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 176-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 176

**PROPERTY OWNER:**

RICKARD, CLARK J.  
 903 MAIN STREET  
 CEDAR FALLS, IA 50613  
 BOOK 533, PAGE 103

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 2 OF SPEER'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

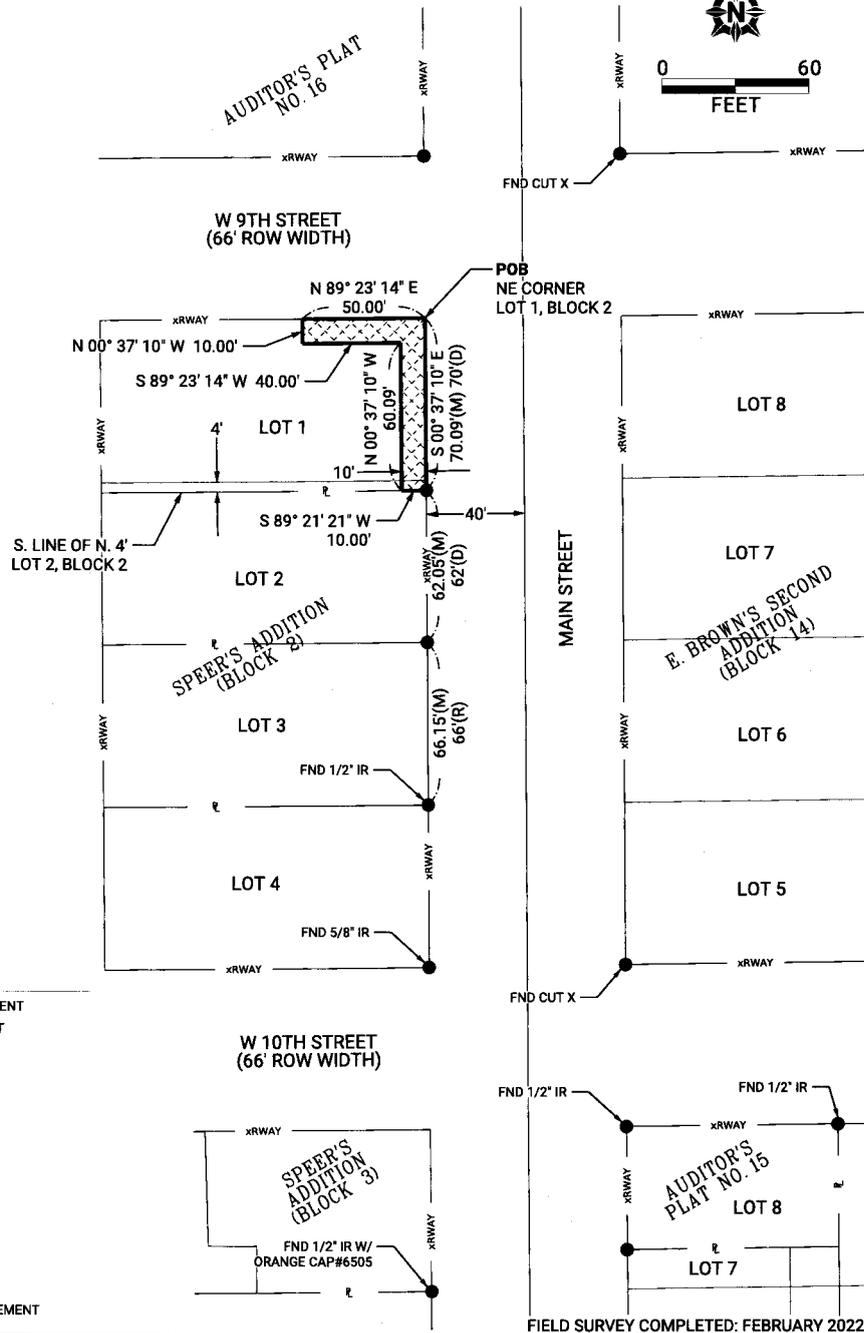
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 2, THENCE SOUTH 00° 37' 10" EAST, 70.09 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF MAIN STREET TO THE SOUTH LINE OF THE NORTH 4 FEET OF LOT 2, BLOCK 2; THENCE SOUTH 89° 21' 21" WEST, 10.00 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00° 37' 10" WEST, 60.09 FEET; THENCE SOUTH 89° 23' 14" WEST, 40.00 FEET; THENCE NORTH 00° 37' 10" WEST, 10.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF W 9TH STREET; THENCE NORTH 89° 23' 14" EAST, 50.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,101 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" RED OD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 909 Main St.  
Parcel Number: 177  
Project Number: RC-000-3283

County Tax Parcel No: 891412383004  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Reggie S. Hovenga and Michelle Hovenga, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 820.00	on possession and conveyance	60 days after Buyer approval
\$ 820.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	620 sq. ft.	\$ 820.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

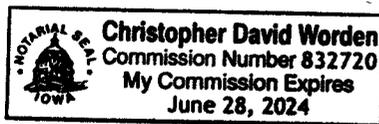
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Reggie S. Hovenga 3/10/22  
 Reggie S. Hovenga Date

X Michelle Hovenga 3/10/22  
 Michelle Hovenga Date



State of Iowa  
 County of Black Hawk

This record was acknowledged before me on the 10th day of March, 2022, by  
Christopher David Worden Reggie Hovenga & Michelle Hovenga

[Signature]  
 Signature of notarial officer

06/28/2024  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 177-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 909 MAIN STREET  
 PARCEL 177

**PROPERTY OWNER:**

HOVENGA, REGGIE S.  
 HOVENGA, MICHELLE  
 7136 LEVERSEE ROAD  
 CEDAR FALLS, IA 50613  
 FILE NO. 2022-00003014

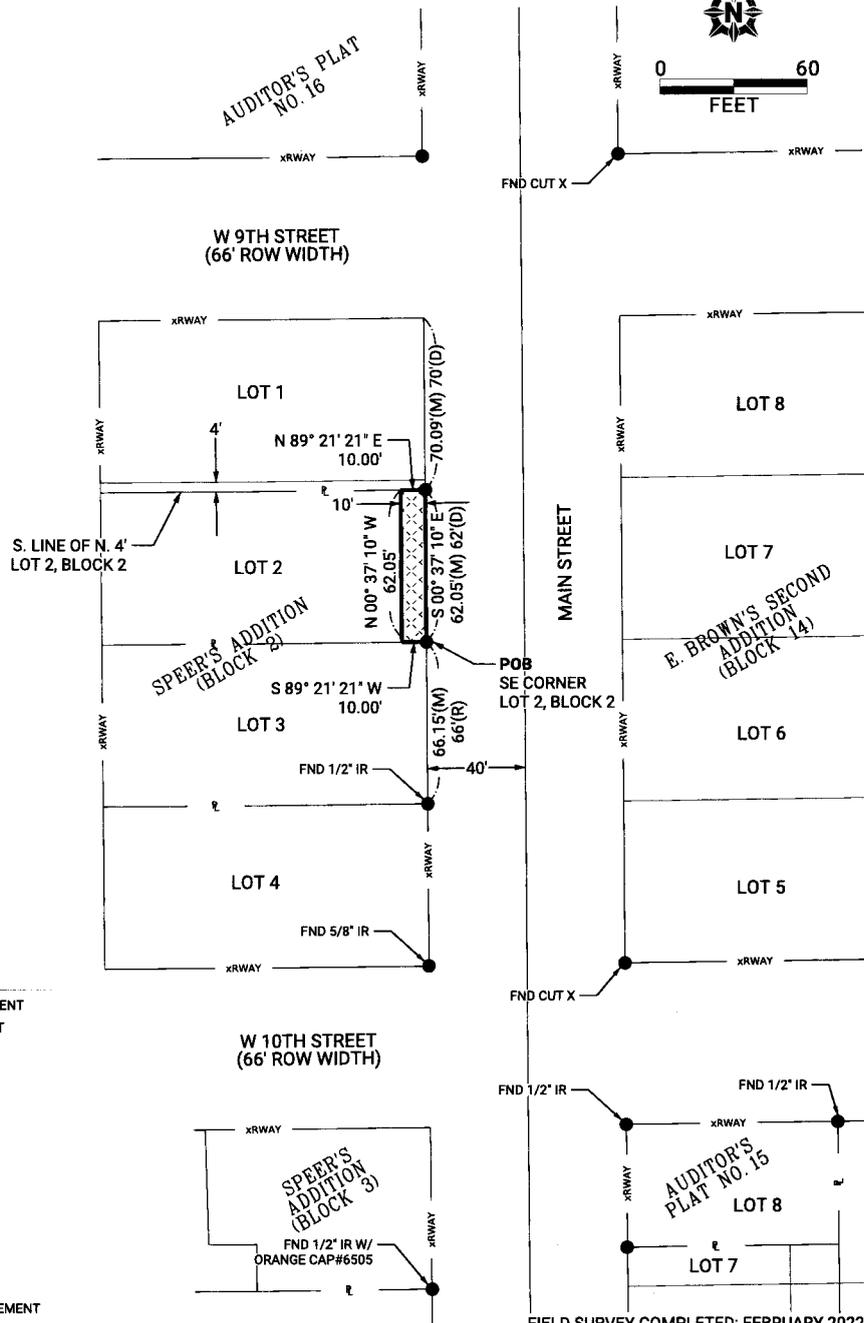
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 2, BLOCK 2 OF SPEER'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 2, THENCE SOUTH 89° 21' 21" WEST, 10.00 FEET ALONG THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 00° 37' 10" WEST, 62.05 FEET TO THE SOUTH LINE OF THE NORTH 4 FEET OF SAID LOT 2; THENCE NORTH 89° 21' 21" EAST, 10.00 FEET ALONG SAID SOUTH LINE TO THE WEST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE SOUTH 00° 37' 10" EAST, 62.05 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 620 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
  - △ SET SECTION CORNER MONUMENT
  - FOUND 1" PIPE (UNLESS NOTED)
  - SET 1/2" RED OD W/ORANGE CAP #24243 (UNLESS NOTED)
  - (M) MEASURED DIMENSION
  - (R) RECORDED DIMENSION
  - (D) DEEDED DIMENSION
  - I.R. IRON ROD
  - I.P. IRON PIPE
  - SECTION LINE
  - xRWAY- RIGHT-OF-WAY LINE
  - - - EXISTING LOT LINE
  - - - PROPERTY LINE
  - ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8800



**Foth Infrastructure & Environment, LLC**  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Reggie S. Hovenga and Michelle Hovenga, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

X Reggie S. Hovenga  
Reggie S. Hovenga

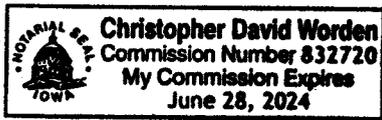
X Michelle Hovenga  
Michelle Hovenga

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 10<sup>th</sup> day of March,  
2022, by Christopher David Worden <sup>CDW</sup> Reggie Hovenga & Michelle Hovenga, Grantors.

Christopher David Worden  
Signature of notarial officer



Stamp  
[ Notary ]  
Title of Office

[My commission expires: 06/28/2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 177-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 909 MAIN STREET  
 PARCEL 177

**PROPERTY OWNER:**

HOVENGA, REGGIE S.  
 HOVENGA, MICHELLE  
 7136 LEVERSEE ROAD  
 CEDAR FALLS, IA 50613  
 FILE NO. 2022-00003014

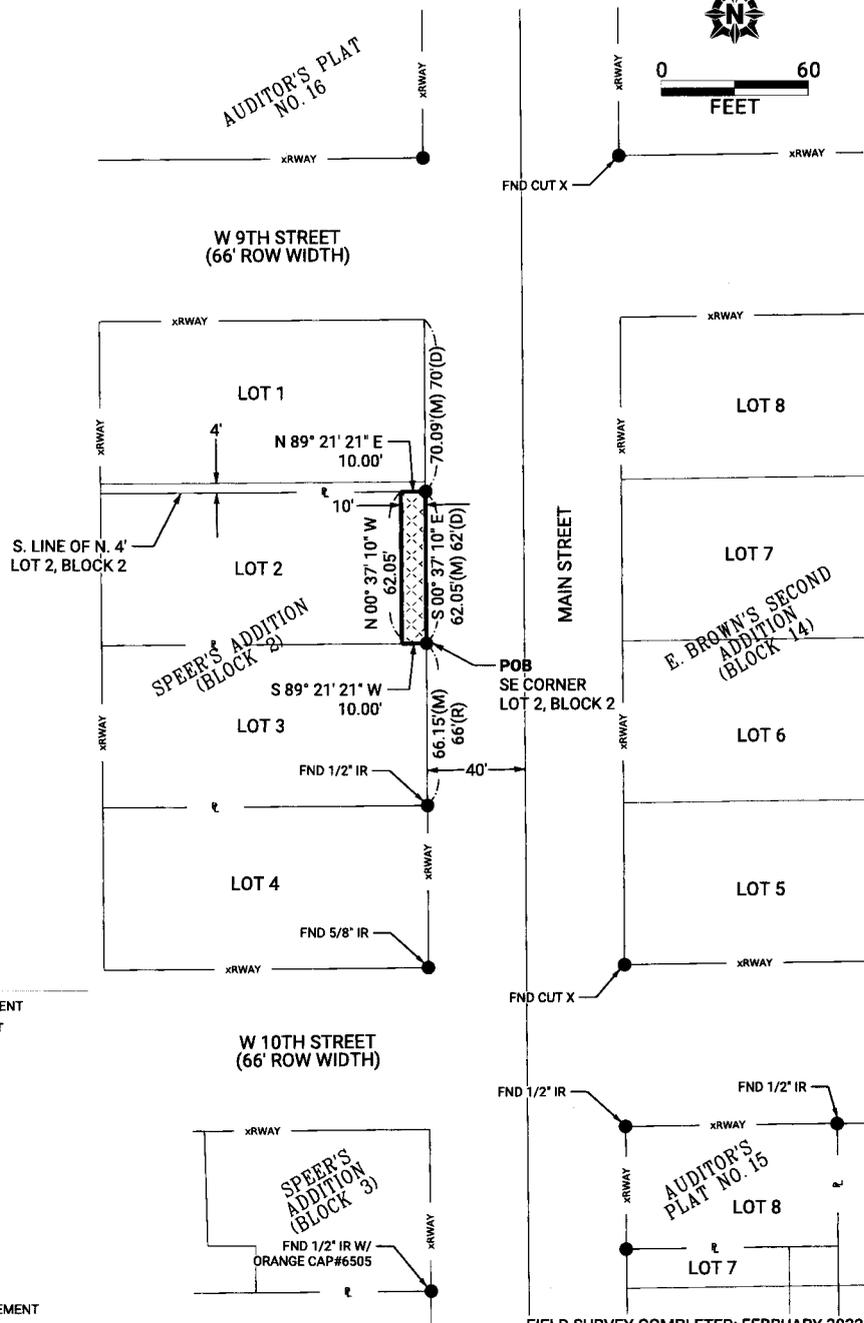
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 2, BLOCK 2 OF SPEER'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 2, THENCE SOUTH 89° 21' 21" WEST, 10.00 FEET ALONG THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 00° 37' 10" WEST, 62.05 FEET TO THE SOUTH LINE OF THE NORTH 4 FEET OF SAID LOT 2; THENCE NORTH 89° 21' 21" EAST, 10.00 FEET ALONG SAID SOUTH LINE TO THE WEST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE SOUTH 00° 37' 10" EAST, 62.05 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 620 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- e- EXISTING LOT LINE
- t- PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/16/2022

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address:** 915 Main St.  
**Parcel Number:** 178  
**Project Number:** RC-000-3283

**County Tax Parcel No:** 891412383005  
**Project Name:** Main Street Reconstruction

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Scott A. Chase, a single person, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,100.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,100.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>662</u> sq. ft.	<u>\$1,100.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

---

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Scott A. Chase 7/21/22  
Date

X \_\_\_\_\_  
Date

State of Iowa  
County of Black Hawk



This record was acknowledged before me on the 21 day of July, 2022, by Scott A. Chase

Brianna Keeney  
Signature of notarial officer

June 1, 2023  
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 178-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 178

**PROPERTY OWNER:**

CHASE, SCOTT A.  
 915 MAIN STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2018-00021253

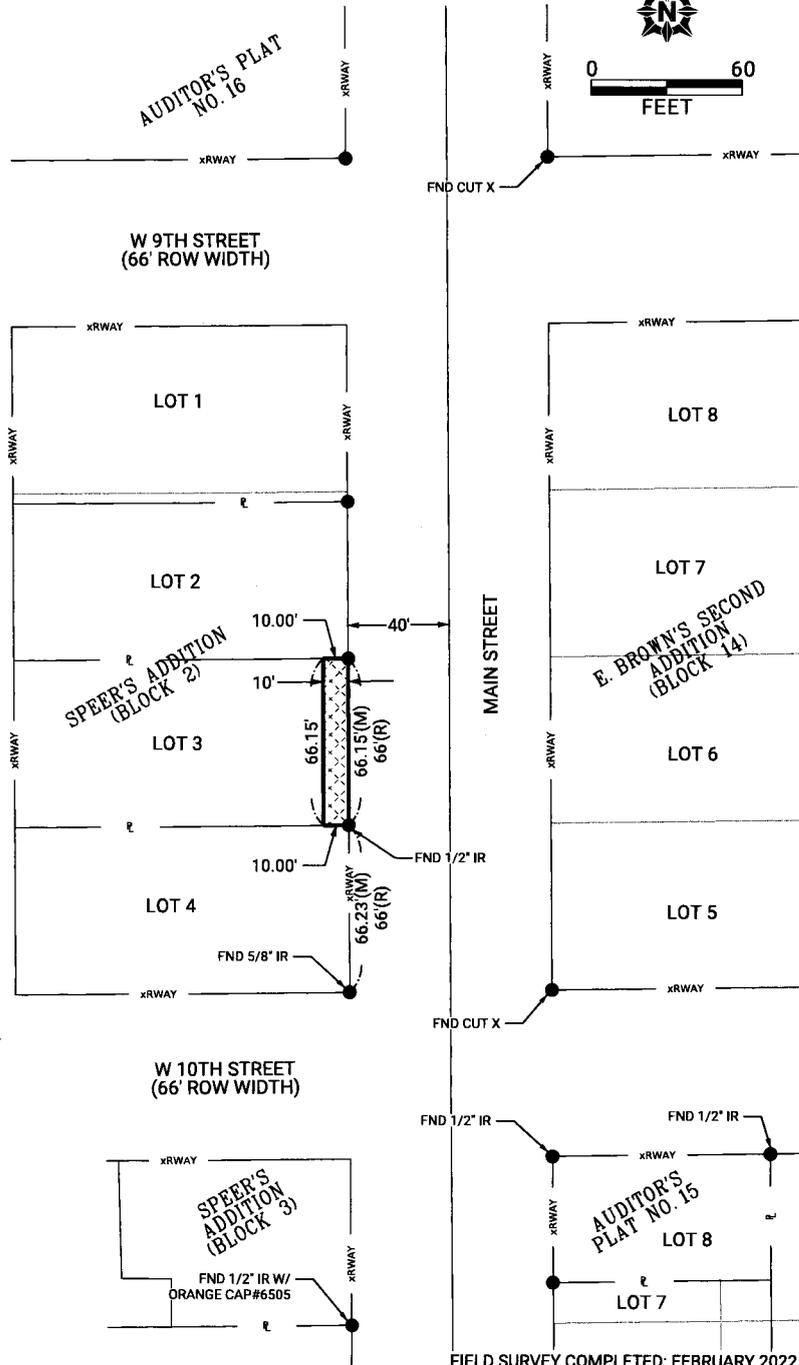
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 3, BLOCK 2 OF SPEER'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF LOT 3, BLOCK 2 OF SAID SPEER'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 662 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- ℓ- PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Scott A. Chase, a single person ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall indemnify and hold harmless Grantor for any and all claims or judgments including but not limited to, attorneys fees and court costs and any damage or injury to real or personal property as well as injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors are exercising any rights with respect to the Easement Area which are granted to the Grantee under this agreement. While the terms of the Easement Agreement shall expire upon the completion of the public improvement project envisioned herein and final acceptance of the public improvement by the City Council of Grantee, the obligations to indemnify and hold harmless Grantor under this agreement shall extend to the final date of any applicable statute of limitations for any and all of the aforementioned claims.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

X *[Signature]*  
Scott A. Chase

X \_\_\_\_\_

State of Iowa )  
County of Black Hawk )



This record was acknowledged before me on the 21 day of July,  
2022, by Scott A. Chase, Grantors.

*[Signature]*  
Signature of notarial officer

Stamp  
[ Iowa Notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 178-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 178

**PROPERTY OWNER:**

CHASE, SCOTT A.  
915 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2018-00021253

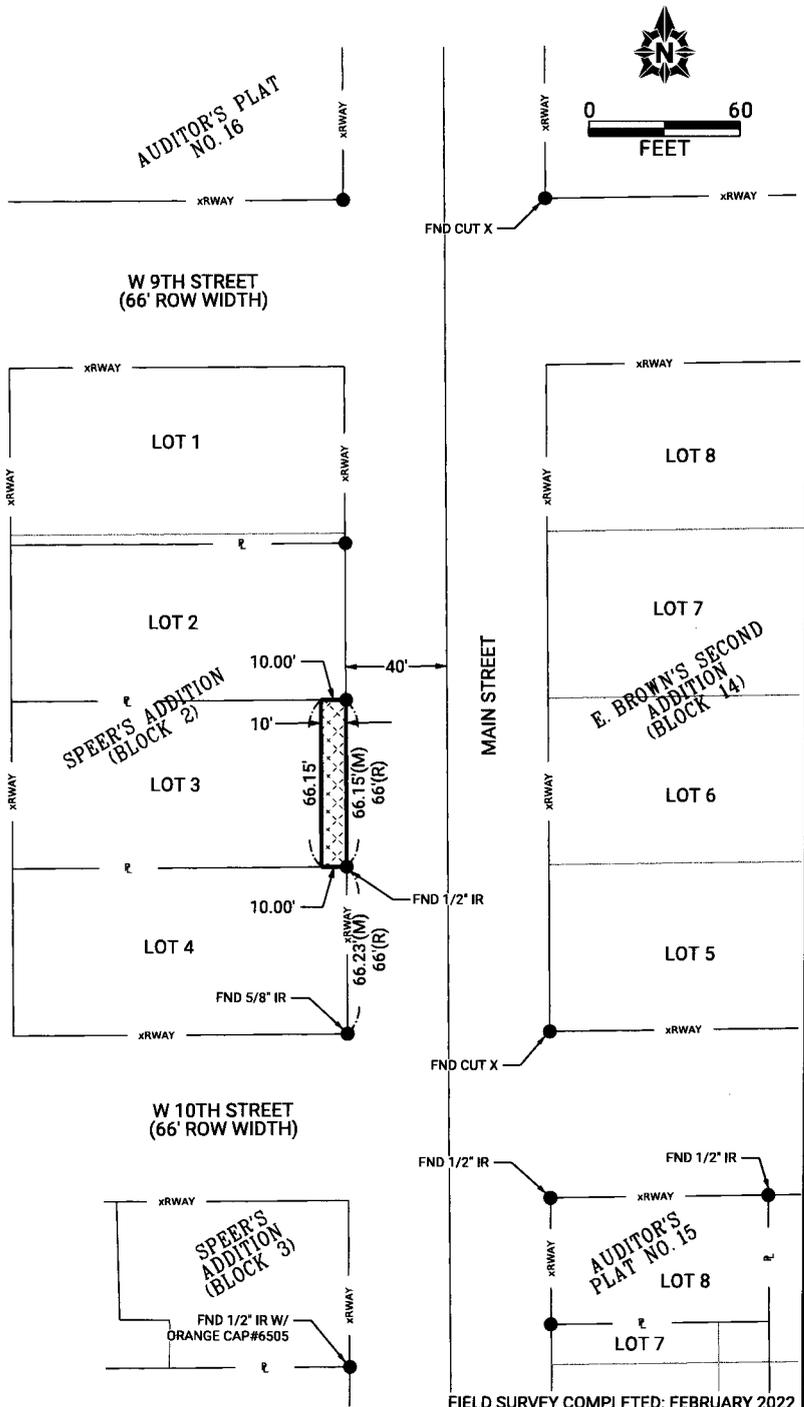
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 3, BLOCK 2 OF SPEER'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF LOT 3, BLOCK 2 OF SAID SPEER'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 662 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- e- PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
Phone: 319-365-9565

SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/16/2022

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1115 Main St.  
Parcel Number: 195  
Project Number: RC-000-3283

County Tax Parcel No: 891412391005  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Michael E. Cunningham and Bonita L. Cunningham, his wife, Seller, and the City of Cedar  
Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 600.00	on possession and conveyance	60 days after Buyer approval
\$ 600.00	TOTAL LUMP SUM	

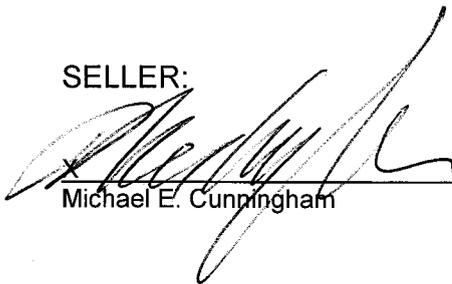
BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	451 sq. ft.	\$ 600.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
  - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
  - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
  - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
- 
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
  - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

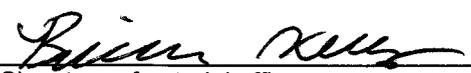
SELLER:  
  
 X Michael E. Cunningham 4-7-22  
 Michael E. Cunningham Date

X   
 X Bonita L. Cunningham 4-7-22  
 Bonita L. Cunningham Date

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 7 day of April, 2022, by Michael E. Cunningham, Bonita L. Cunningham

  
 Signature of notarial officer

June 1, 2023  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 195-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 195

**PROPERTY OWNER:**

CUNNINGHAM, MICHAEL E.  
 1115 MAIN STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2020-00011096

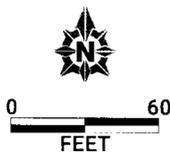
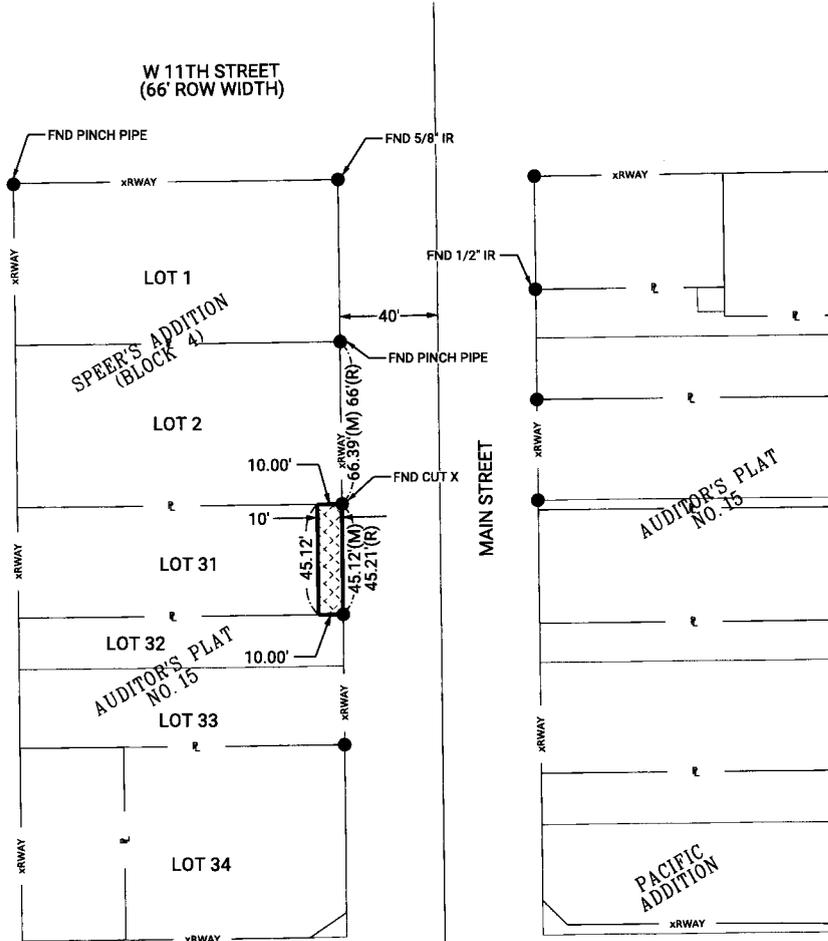
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 31 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF LOT 31 OF SAID AUDITOR'S PLAT NO. 15, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 451 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- [Shaded Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Michael E. Cunningham and Bonita L. Cunningham, his wife (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

[Signature]  
Michael E. Cunningham

[Signature]  
Bonita L. Cunningham

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 7 day of April, 2022, by Michael E. Cunningham, Bonita L. Cunningham, Grantors.

[Signature]  
Signature of notarial officer

Stamp  
[ Iowa notary ]  
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 195-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 195

**PROPERTY OWNER:**

CUNNINGHAM, MICHAEL E.  
1115 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2020-00011096

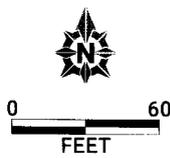
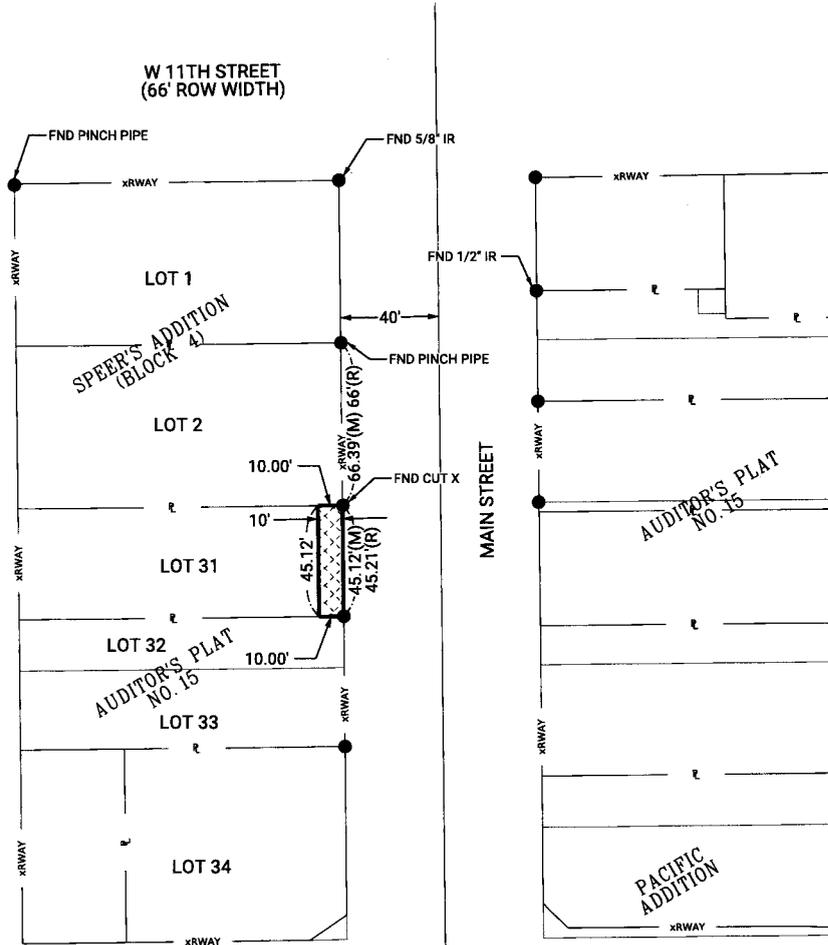
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 31 OF SAID AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF LOT 31 OF SAID AUDITOR'S PLAT NO. 15, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 451 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FND CUT X  
S1/4 CORNER  
SEC. 12-89-14

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
• Phone: 319-365-9565 •

SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/17/2022

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1117 Main St.  
Parcel Number: 196  
Project Number: RC-000-3283

County Tax Parcel No: 891412391006  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Joyce E. Anderson, AKA Joyce Evon Anderson, widowed, Grantor, and the City of Cedar Falls, Iowa, Grantee.

- 1. Grantee hereby agrees to buy and Grantor hereby agrees to convey Grantor's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Grantor's estates, rights, title and interests in the Premises, including any easements as are described herein. Grantor consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Grantor acknowledges full settlement and payment from Grantee for all claims according to the terms of this Agreement and discharges Grantee from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Grantor's conveyance of Grantor's interest in the Premises to Grantee, Grantee agrees to pay to Grantor the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 705.00	on possession and conveyance	60 days after Grantee approval
\$ 705.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	532 sq. ft.	\$ 705.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Grantor grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Grantor also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Grantee may enter and assume full use and enjoyment of the Grantor's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Grantor grants to Grantee the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Grantor.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Grantee and the Grantor related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Grantor states and warrants that, to the best of the Grantor's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Grantor warrants good and sufficient title in the Premises. Grantor shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Grantee hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Grantee, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

GRANTOR:


7-13-22
x
X

Joyce E. Anderson Date Date  
 AKA Joyce Evon Anderson

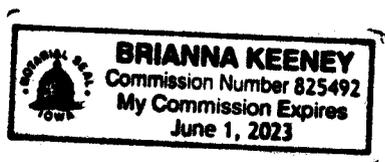
State of Iowa

County of Black Hawk

This record was acknowledged before me on the 13 day of July, 2022, by Joyce E. Anderson

  
 Signature of notarial officer

June 1, 2023  
 Commission Expires



CITY OF CEDAR FALLS, IOWA (GRANTEE)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 196-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 196

**PROPERTY OWNER:**

ANDERSON, JOYCE E.  
 1117 MAIN STREET  
 CEDAR FALLS, IA 50613

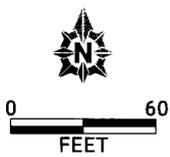
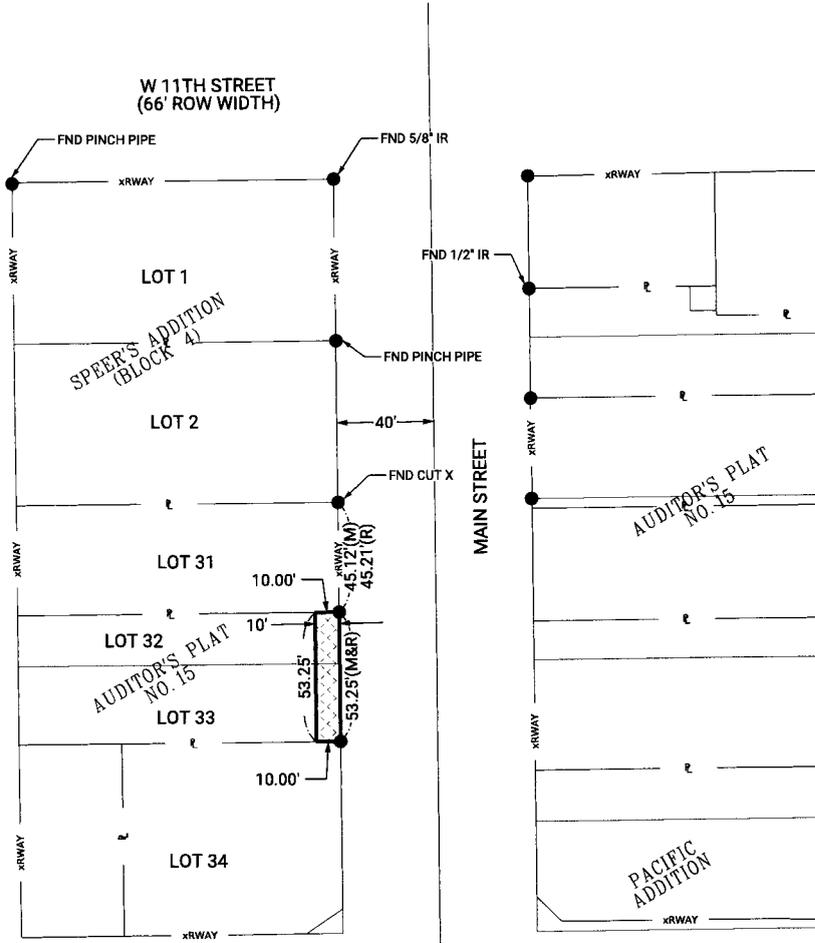
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 32 & LOT 33 OF SAID AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF LOT 32 & LOT 33 OF SAID AUDITOR'S PLAT NO. 15, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 532 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
  - △ SET SECTION CORNER MONUMENT
  - FOUND 1" PIPE (UNLESS NOTED)
  - SET 1/2" PEROD W/ORANGE CAP#24243 (UNLESS NOTED)
  - (M) MEASURED DIMENSION
  - (R) RECORDED DIMENSION
  - I.R. IRON ROD
  - I.P. IRON PIPE
  - SECTION LINE
  - xRWAY- RIGHT-OF-WAY LINE
  - EXISTING LOT LINE
  - r- PROPERTY LINE
  - ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/17/2022

Prepared By: City of Cedar Falls 220 Clay Street, Cedar Falls, IA (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Joyce E. Anderson, AKA Joyce Evon Anderson, widowed ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

Joyce E. Anderson  
Joyce E. Anderson, AKA Joyce Evon Anderson

X

State of Iowa  
County of Black Hawk

This record was acknowledged before me on the 13 day of July,  
2022, by Joyce E. Anderson, Grantors.



Brianna Keeney  
Signature of notarial officer

Stamp  
[ Iowa notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 196-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 196

**PROPERTY OWNER:**

ANDERSON, JOYCE E.  
 1117 MAIN STREET  
 CEDAR FALLS, IA 50613

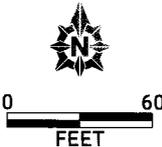
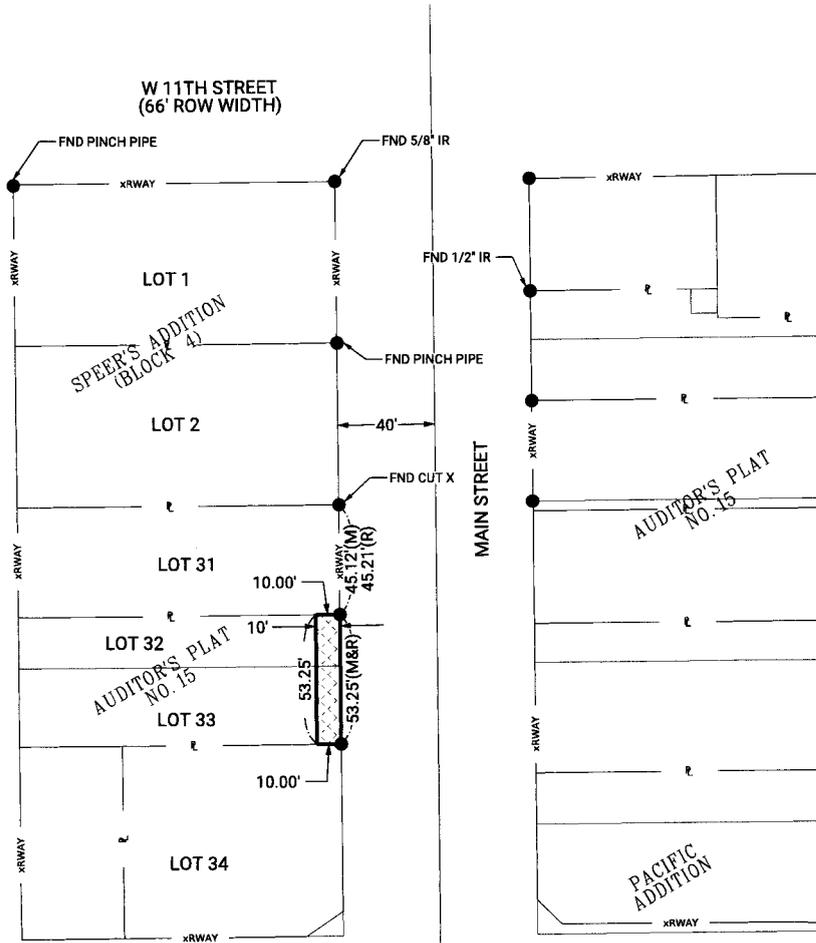
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 32 & LOT 33 OF SAID AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF LOT 32 & LOT 33 OF SAID AUDITOR'S PLAT NO. 15, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 532 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- r - PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 • Phone: 319-365-9565 •

SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/17/2022

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1124 Washington Street  
Parcel Number: 199  
Project Number: RC-000-3283

County Tax Parcel No: 891412391009  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Bryan L. Beardsley, a single person, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>3,495.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>3,495.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres	sq. ft. = square feet	
Land by Fee Title _____	sq. ft.	\$ _____
Underlying Fee Title _____	sq. ft.	\$ _____
Temporary Easement <u>2,646</u>	sq. ft.	\$ <u>3,495.00</u>
Permanent Easement _____	sq. ft.	\$ _____
Buildings _____		\$ _____
Other _____		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the form attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.

- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

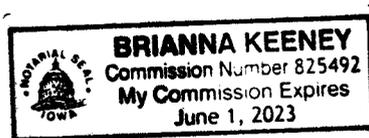
---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Bryan L. Beardslay 5/5/22 X \_\_\_\_\_  
 Bryan L. Beardslay Date Name Date

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 5 day of May, 2022, by  
Bryan L. Beardslay

Brianna Keeney  
 Signature of notarial officer

June 1, 2023  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 199-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 199

**PROPERTY OWNER:**

BEARDSLEY, BRYAN L.  
 1124 WASHINGTON STREET  
 CEDAR FALLS, IA 50613  
 BOOK 653, PAGE 460

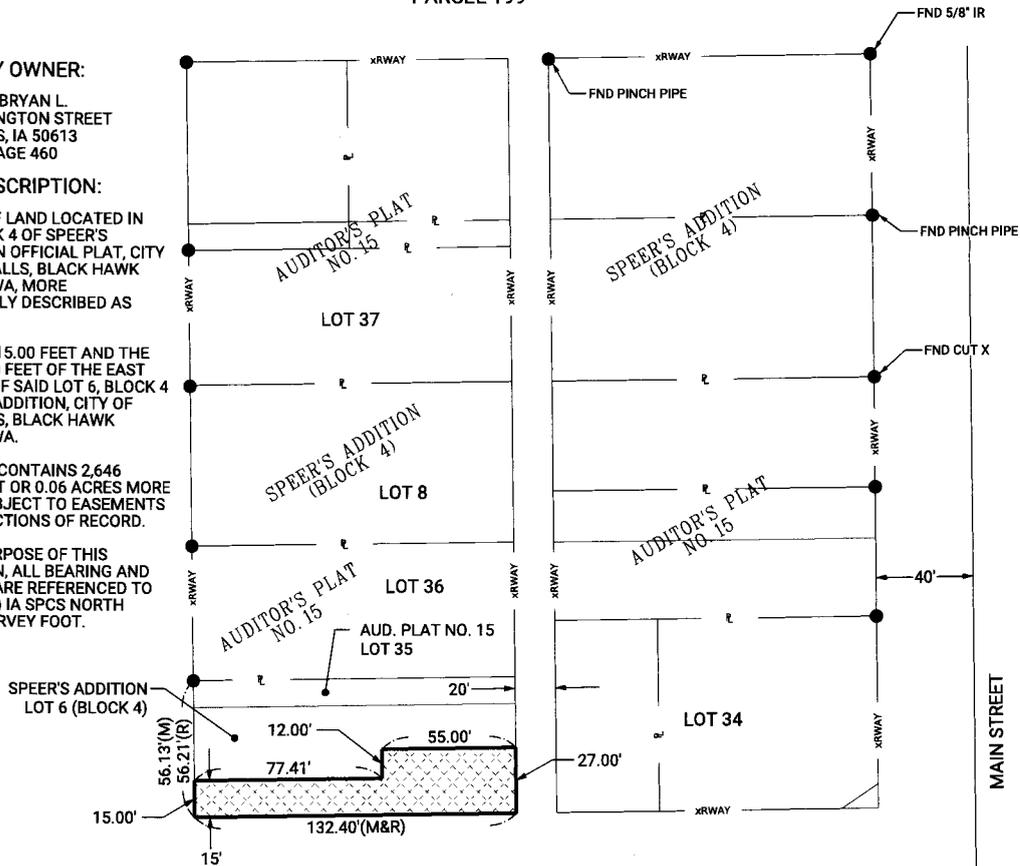
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 6, BLOCK 4 OF SPEER'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 15.00 FEET AND THE SOUTH 27.00 FEET OF THE EAST 55.00 FEET OF SAID LOT 6, BLOCK 4 OF SPEER'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

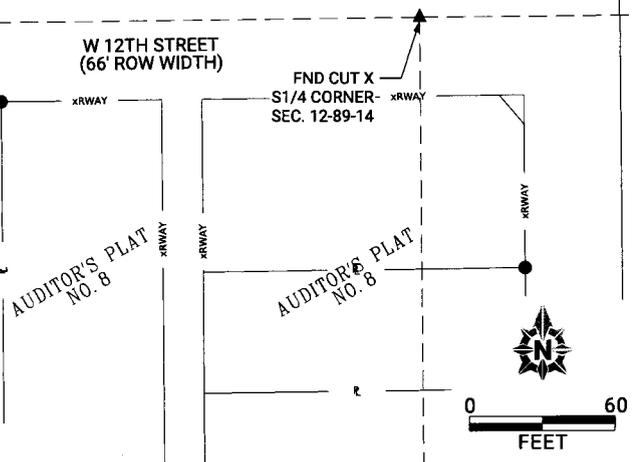
SAID TRACT CONTAINS 2,646 SQUARE FEET OR 0.06 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" RED OD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Bryan L. Beardsley, a single person ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

X Bryan L. Beardsley  
Bryan L. Beardsley

X \_\_\_\_\_

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 5 day of May, 2022, by Bryan L. Beardsley, Grantors.

Brianna Keene  
Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 199-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 199

**PROPERTY OWNER:**

BEARDSLEY, BRYAN L.  
 1124 WASHINGTON STREET  
 CEDAR FALLS, IA 50613  
 BOOK 653, PAGE 460

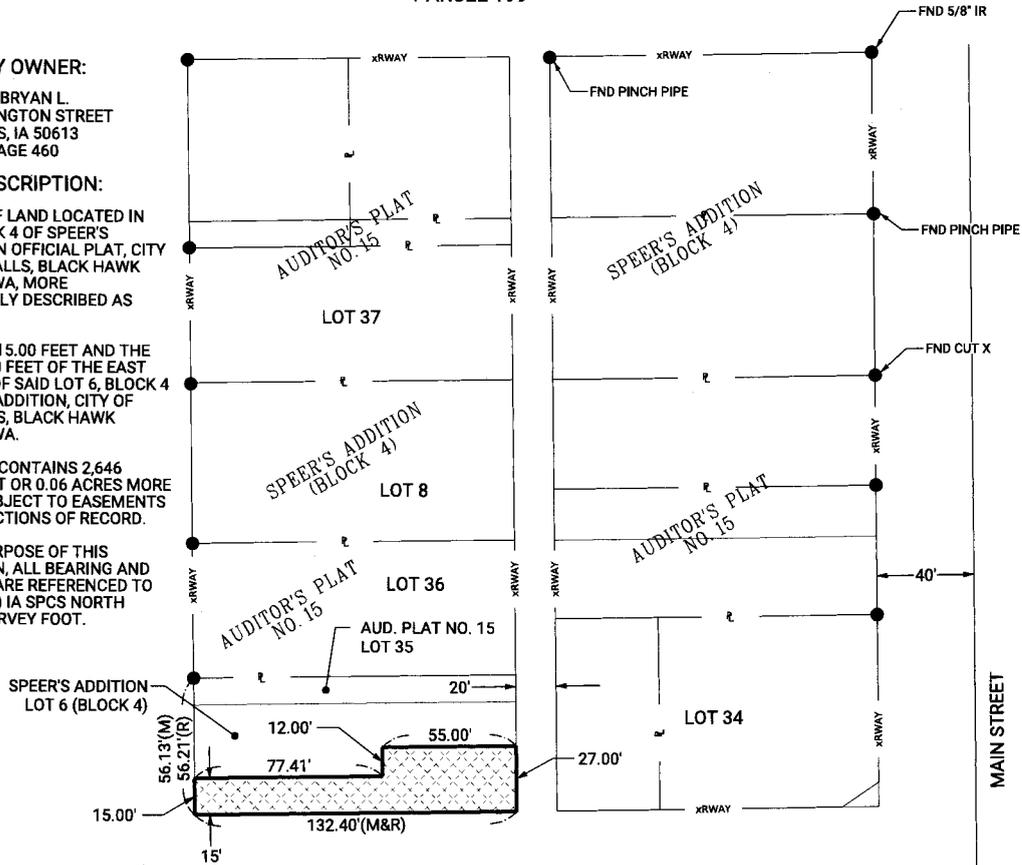
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 6, BLOCK 4 OF SPEER'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 15.00 FEET AND THE SOUTH 27.00 FEET OF THE EAST 55.00 FEET OF SAID LOT 6, BLOCK 4 OF SPEER'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 2,646 SQUARE FEET OR 0.06 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

W 12TH STREET  
 (66' ROW WIDTH)

FND CUT X  
 S1/4 CORNER  
 SEC. 12-89-14



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
 411 6th Avenue SE, Suite 400 → Cedar Rapids, IA 52401-1931  
 → Phone: 319-365-9565 →

SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1221 Main St.  
Parcel Number: 207  
Project Number: RC-000-3283

County Tax Parcel No: 891413129006  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Clayton Meinders, a single man, and Korey J. Meinders, a single man, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 3,525.00	on possession and conveyance	60 days after Buyer approval
\$ 3,525.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	2,668 sq. ft.	\$ 3,525.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

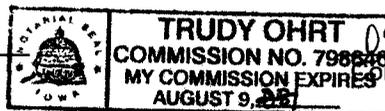
X Clayton Meinders 2/29/22 X  
 Clayton Meinders Date Date

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 28 day of February, 2022, by Clayton Meinders

Trudy Ohrt  
Signature of notarial officer



09/09/2022  
Commission Expires

SELLER:

X Kory Meinders 2/29/22 X \_\_\_\_\_  
Korey J. Meinders Date Date

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 29 day of February, 2022, by  
Korey J. Meinders

Trudy Ohrt  
Signature of notarial officer



08/09/2022  
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 207-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 207

**PROPERTY OWNER:**

MEINDERS, CLAYTON  
MEINDERS, KOREY J.  
1221 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2020-00019172

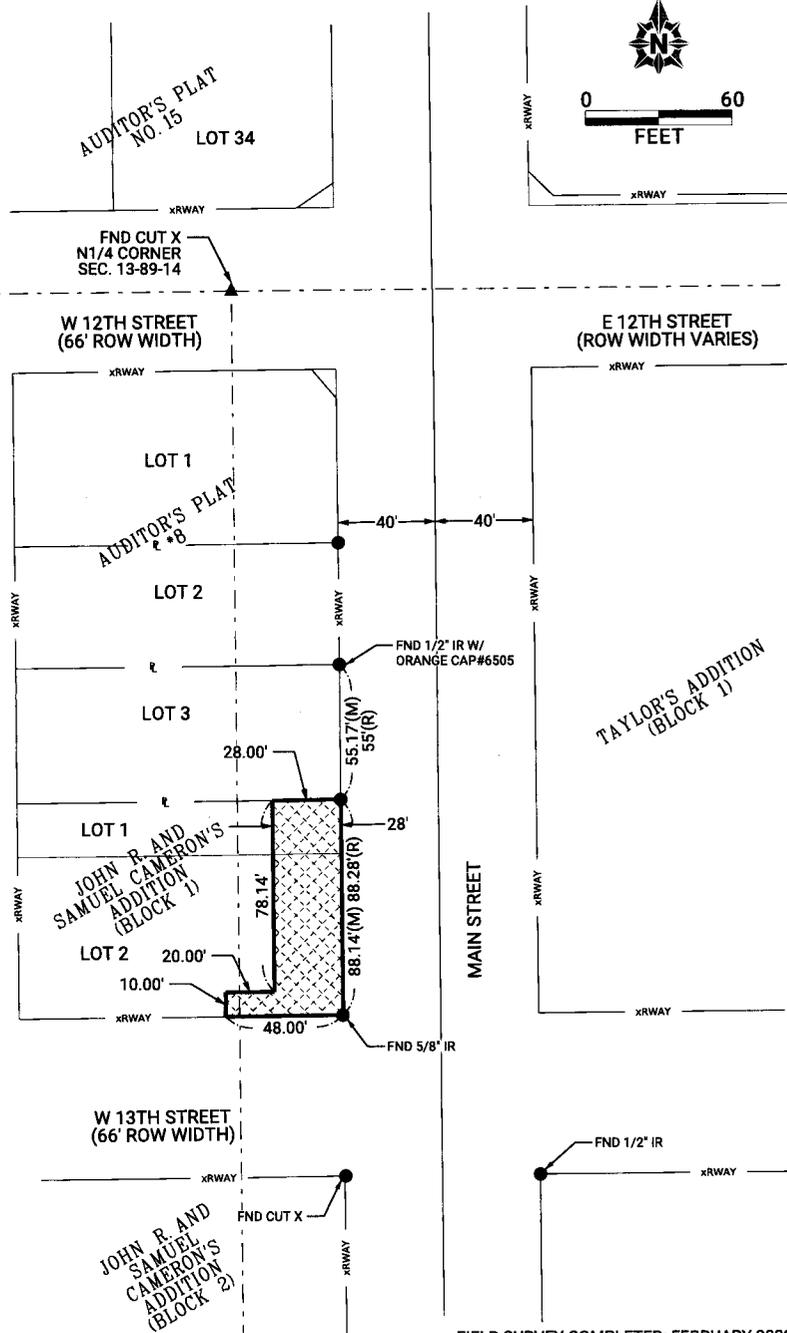
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 1 & LOT 2, BLOCK 1 OF J.R. & S. CAMERON'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 28.00 FEET OF LOT 1 & LOT 2 AND THE EAST 48.00 FEET OF THE SOUTH 10.00 FEET OF LOT 2, BLOCK 1 OF SAID J.R. & S. CAMERON'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 2,668 SQUARE FEET OR 0.06 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
• Phone: 319-365-9565 •

SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/17/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Clayton Meinders, a single man and Korey J. Meinders, a single man ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

Clayton Meinders  
Clayton Meinders

\_\_\_\_\_

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 28<sup>th</sup> day of February,  
2022, by Clayton Meinders, Grantors.

Trudy Ohrt  
Signature of notarial officer

Stamp



Title of Office

[My commission expires: 08/09/2022]

GRANTORS:

Kory Meinders  
Korey J. Meinders

\_\_\_\_\_

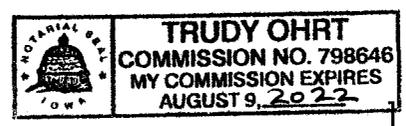
State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 28<sup>th</sup> day of February,  
2022 by Korey J. Meinders, Grantors.

Trudy Ohrt  
Signature of notarial officer

Stamp



Title of Office

[My commission expires: 08/09/2022]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
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City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

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 MAIN STREET RECONSTRUCTION  
 PARCEL 207

**PROPERTY OWNER:**

MEINDERS, CLAYTON  
 MEINDERS, KOREY J.  
 1221 MAIN STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2020-00019172

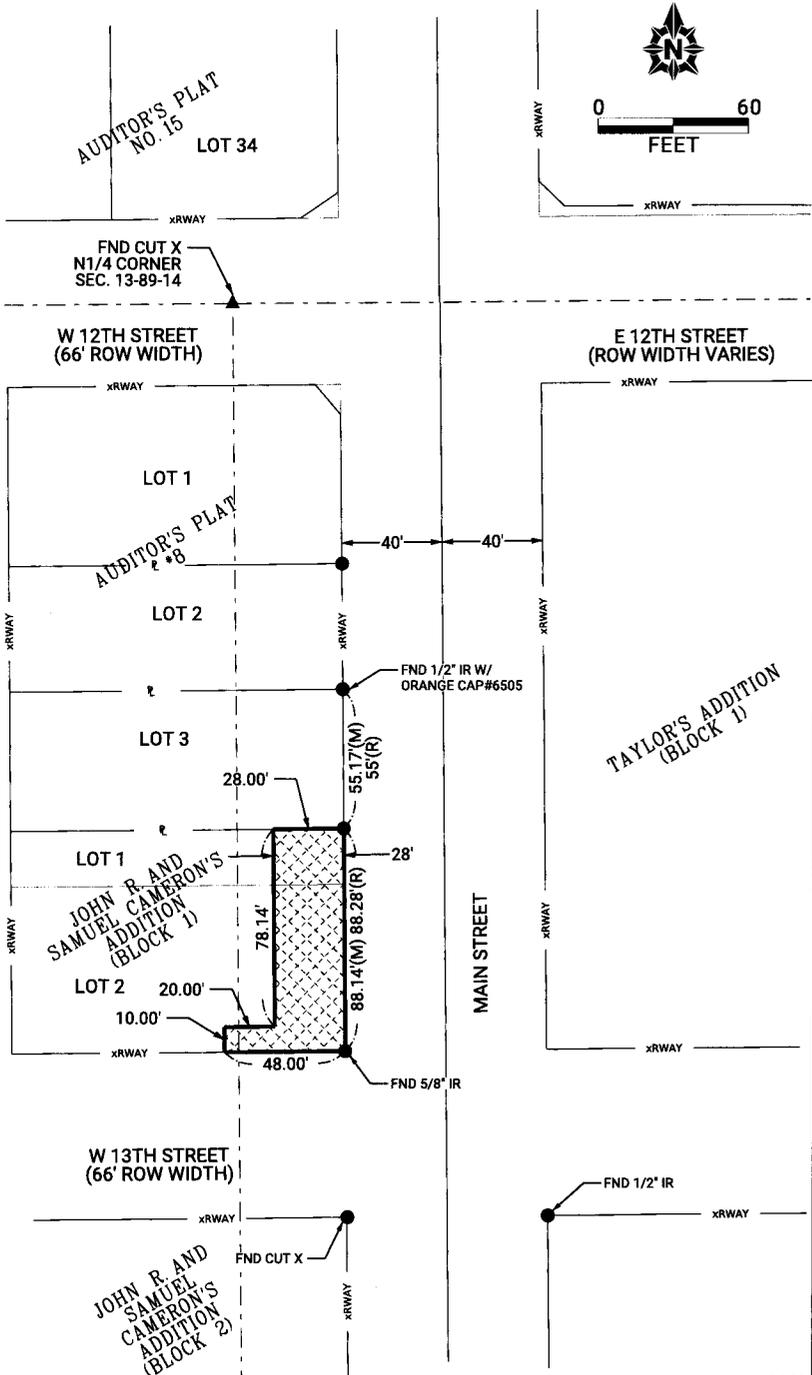
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- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/17/2022

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 1309 Main St.  
Parcel Number: 213  
Project Number: RC-000-3283**

**County Tax Parcel No: 891413133003  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_,  
by and between Patricia M. Turner, widowed, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,570.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,570.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	<u>1,188</u>	sq. ft.	<u>\$ 1,570.00</u>
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Other			\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use

and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.

- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

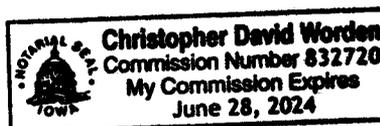
---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Patricia M. Turner 2.10.22 X  
 Patricia M. Turner Date Date

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 10<sup>th</sup> day of February, 2022, by Patricia Turner

[Signature]  
 Signature of notarial officer

06/28/2024  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 213-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
1309 MAIN STREET  
PARCEL 213

**PROPERTY OWNER:**

TURNER, JOSEPH W.  
TURNER, PATRICIA M.  
1315 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2003-00017704

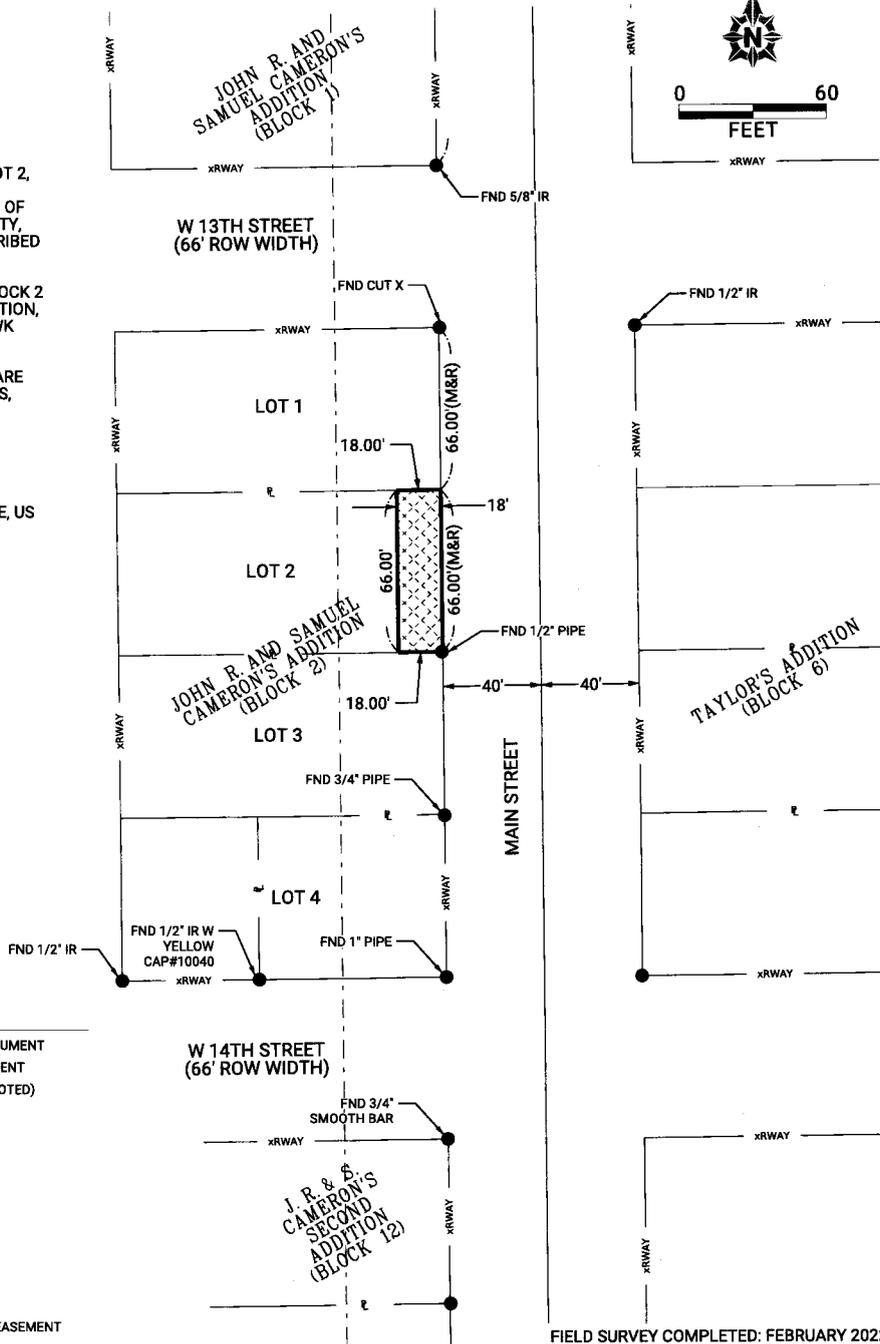
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**LEGEND**

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- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
• Phone: 319-365-9565 •

SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/17/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Patricia M. Turner, widowed ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

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2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

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Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

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7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

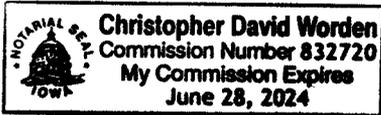
x Patricia M Turner  
Patricia M. Turner

x \_\_\_\_\_

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 10<sup>th</sup> day of February,  
2023 by PATRICIA TURNER, Grantors.



[Signature]  
Signature of notarial officer

Stamp  
[Notary]  
Title of Office

[My commission expires: 06/28/2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

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\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

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Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

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FILE NO. 2003-00017704

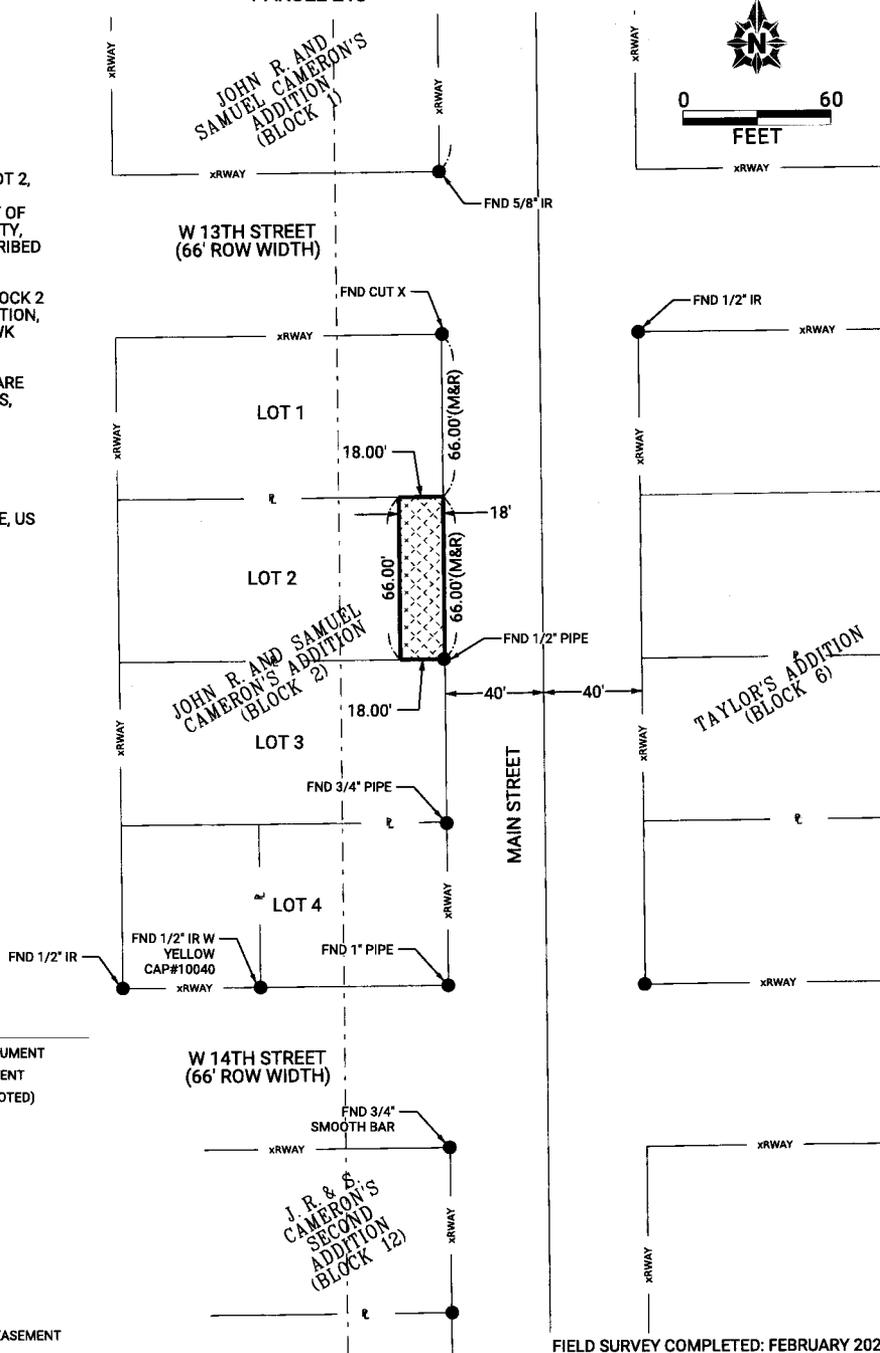
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- - - SECTION LINE
- XRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- [Cross-hatch pattern] TEMPORARY CONSTRUCTION EASEMENT

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



SHEET  
1 OF 1

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 1315 Main St.  
Parcel Number: 214  
Project Number: RC-000-3283**

**County Tax Parcel No: 891413133004  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_,  
by and between Patricia M. Turner, widowed, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,775.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,775.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	<u>1,192</u>	sq. ft.	<u>\$ 1,575.00</u>
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Other	<u>Shrubs/Vegetation</u>		<u>\$ 200.00</u>

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Patricia M. Turner  
Patricia M. Turner Date

X 4.7.22  
Date

State of Iowa  
County of Black Hawk



This record was acknowledged before me on the 7 day of April, 2022, by Patricia M. Turner

Brian Keeney  
Signature of notarial officer

June 1, 2023  
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 214-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 214

**PROPERTY OWNER:**

TURNER, JOSEPH W.  
TURNER, PATRICIA M.  
1315 MAIN STREET  
CEDAR FALLS, IA 50613  
BOOK 635, PAGE 407

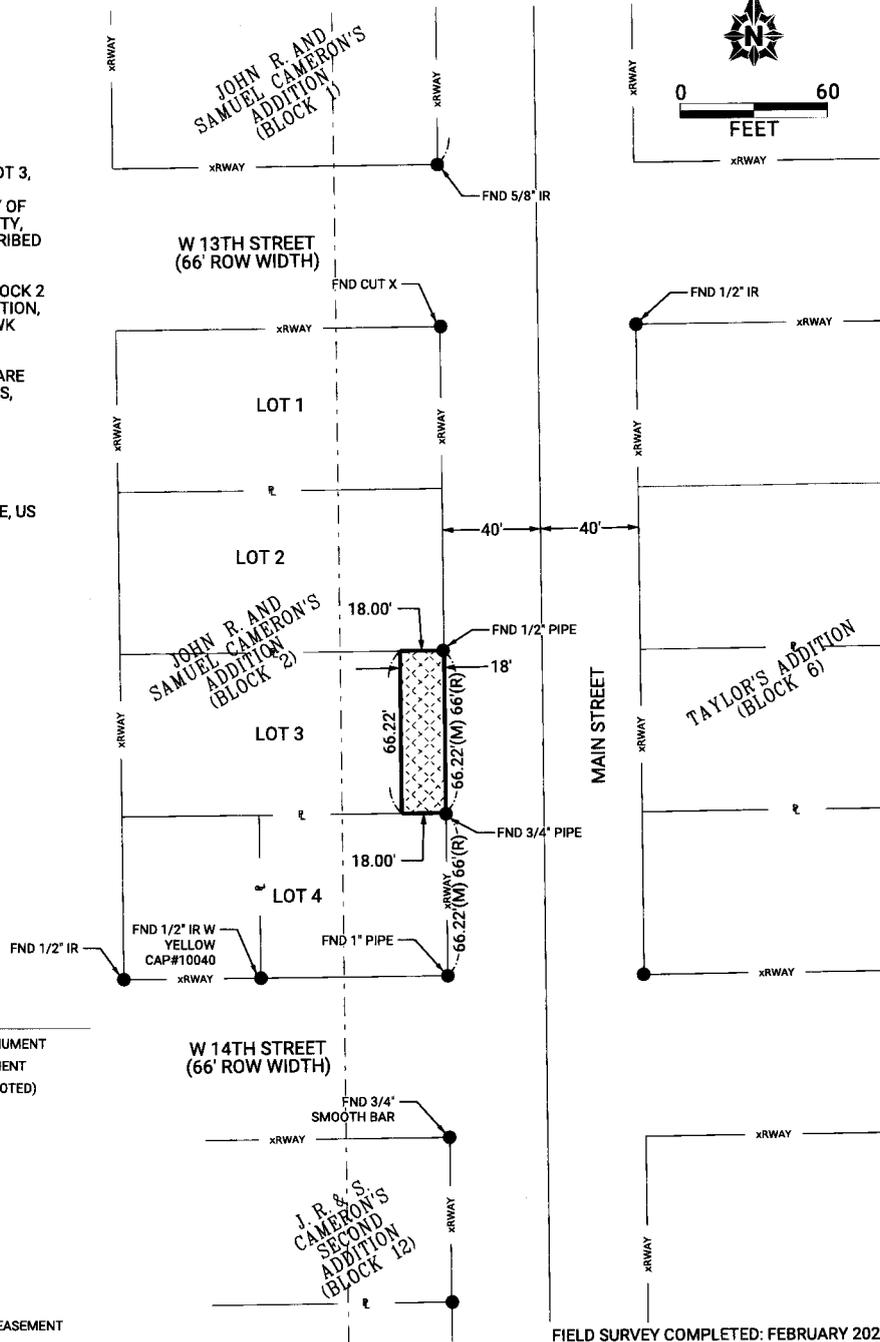
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 3, BLOCK 2 OF J.R. & S. CAMERON'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 18.00 FEET OF LOT 3, BLOCK 2 OF SAID J.R. & S. CAMERON'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,192 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



SHEET  
1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Patricia M. Turner, widowed ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

Patricia M. Turner  
Patricia M. Turner

4-7-22

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 7 day of April,  
2022, by Patricia M. Turner, Grantors.



Brianna Keeney  
Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 214-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 214

**PROPERTY OWNER:**

TURNER, JOSEPH W.  
 TURNER, PATRICIA M.  
 1315 MAIN STREET  
 CEDAR FALLS, IA 50613  
 BOOK 635, PAGE 407

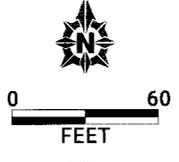
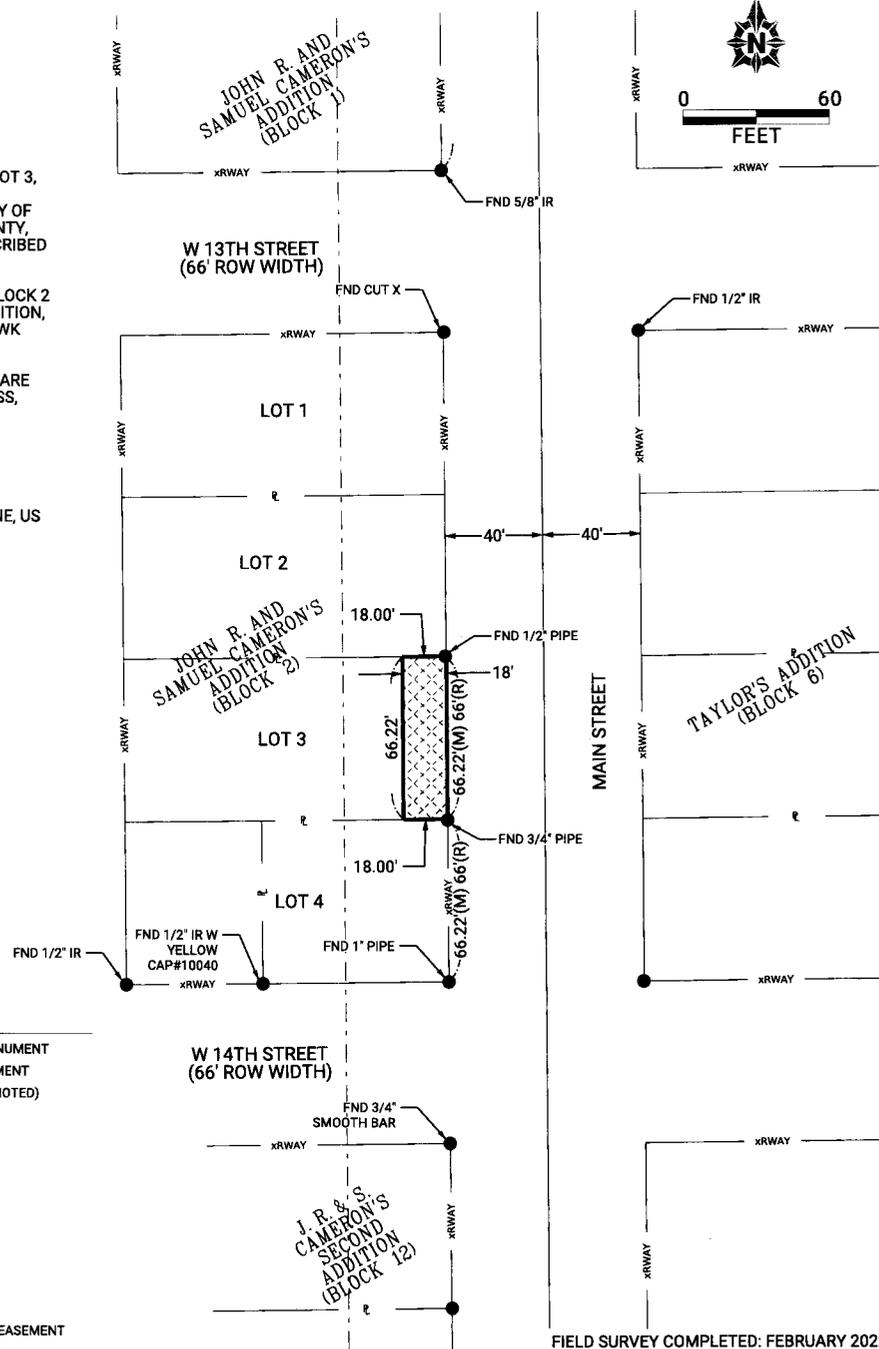
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 3, BLOCK 2 OF J.R. & S. CAMERON'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 18.00 FEET OF LOT 3, BLOCK 2 OF SAID J.R. & S. CAMERON'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,192 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- e- PROPERTY LINE
- [Cross-hatched box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02    DATE: 6/20/2022

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

**SHEET**  
 1 OF 1

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 1421 Main St.  
Parcel Number: 225  
Project Number: RC-000-3283**

**County Tax Parcel No: 891413137005  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Dale S. Webb and Karen J. Webb, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1,445.00	on possession and conveyance	60 days after Buyer approval
\$ 1,445.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	1,094 sq. ft.	\$ 1,445.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 3. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.
- 4. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 225-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 1421 MAIN STREET  
 PARCEL 225

**PROPERTY OWNER:**

WEBB, DALE S.  
 WEBB, KAREN J.  
 1604 IOWA STREET  
 CEDAR FALLS, IA 50613  
 BOOK 658, PAGE 839

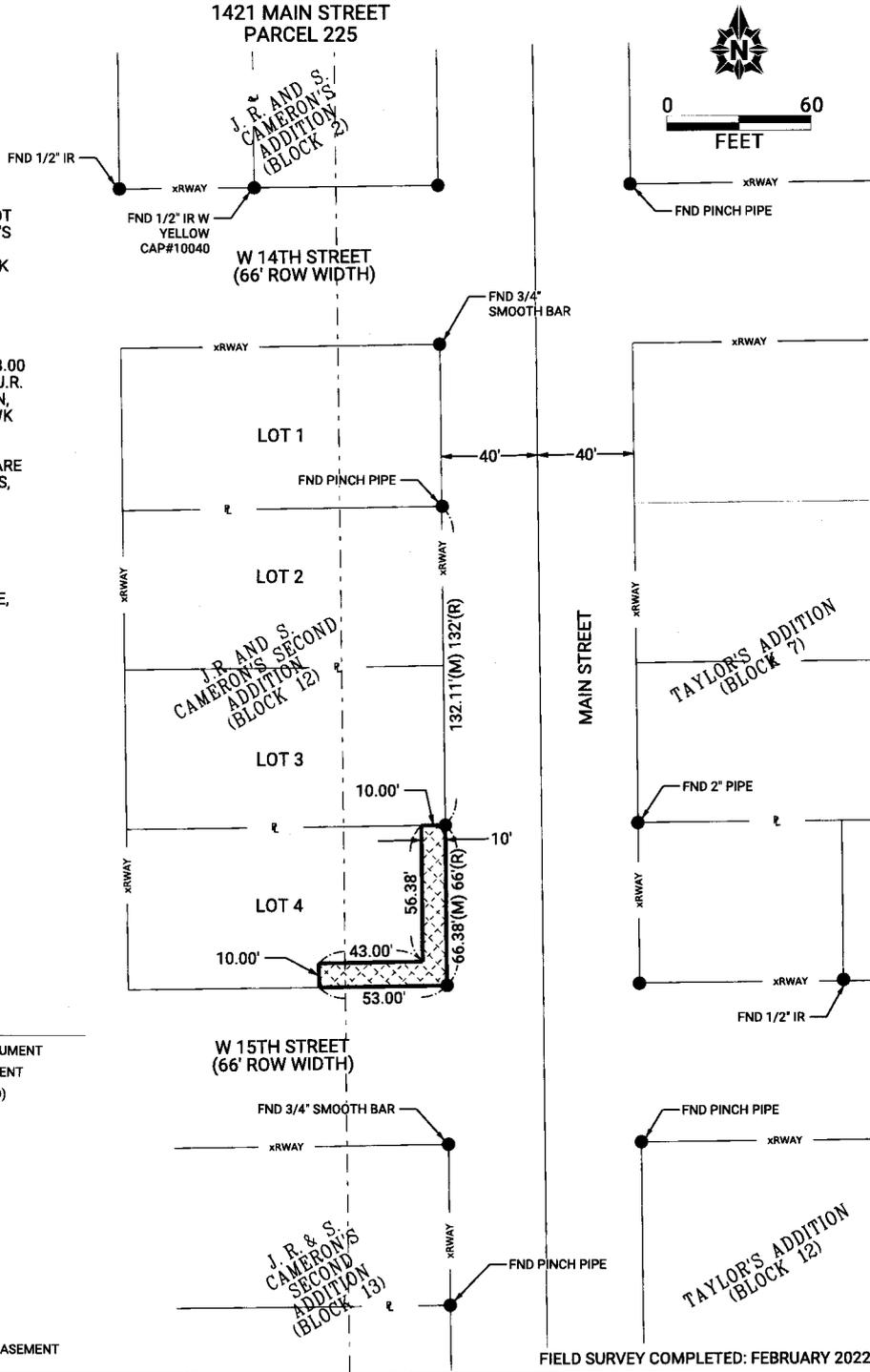
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 4, BLOCK 12 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET AND THE SOUTH 10.00 FEET OF THE EAST 53.00 FEET OF LOT 4, BLOCK 12 OF SAID J.R. & S. CAMERON'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,094 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Dale S. Webb and Karen J. Webb, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

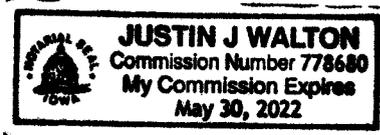
Dale S Webb  
Dale S. Webb

Karen J Webb  
Karen J. Webb

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 13<sup>th</sup> day of April,  
2022, by Dale + Karen Webb, a married couple, Grantors.



[Signature]  
Signature of notarial officer

Stamp

[Iowa Notary]  
Title of Office

[My commission expires: 5/30/2022]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 225-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 1421 MAIN STREET  
 PARCEL 225

**PROPERTY OWNER:**

WEBB, DALE S.  
 WEBB, KAREN J.  
 1604 IOWA STREET  
 CEDAR FALLS, IA 50613  
 BOOK 658, PAGE 839

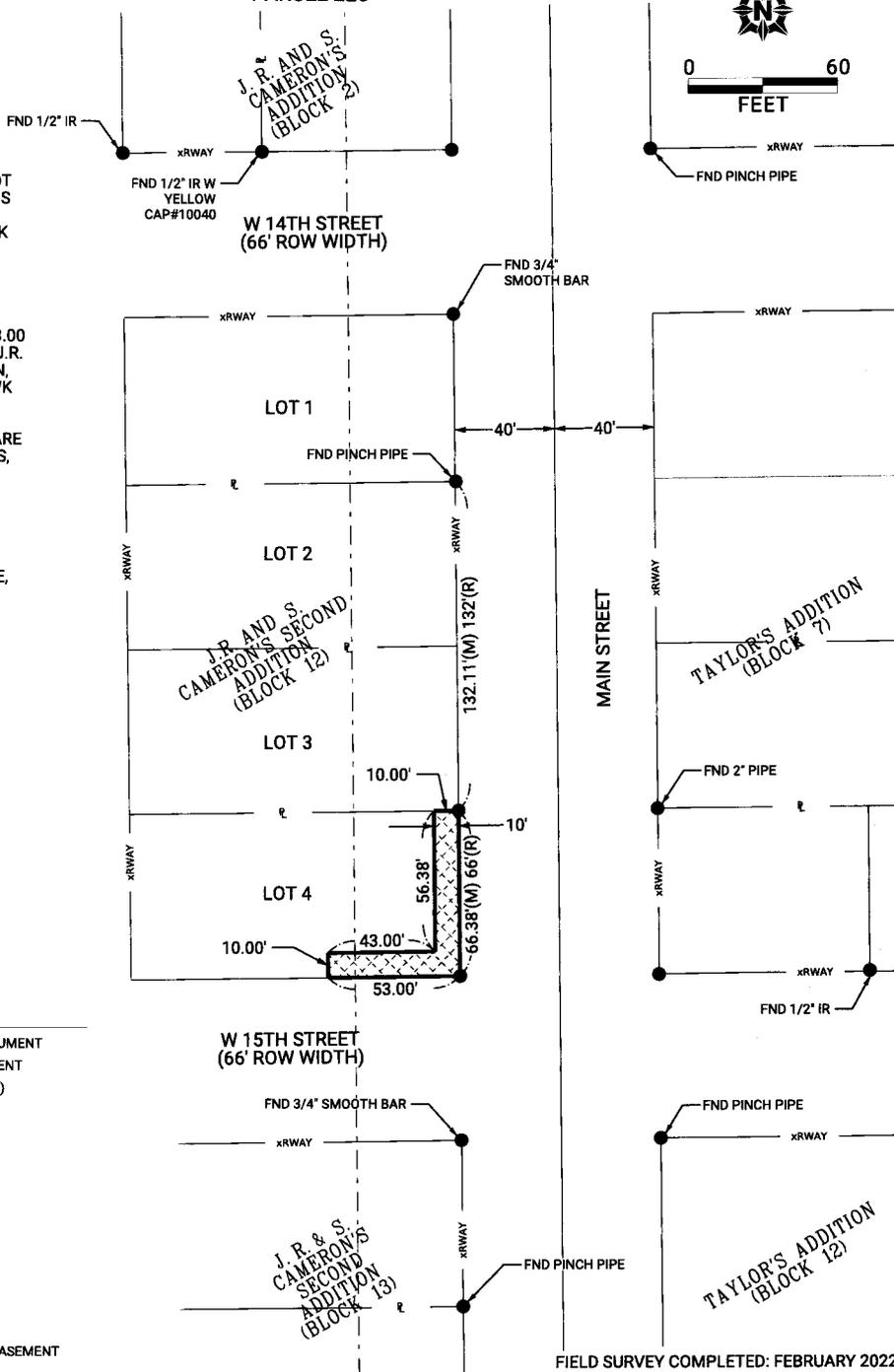
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 4, BLOCK 12 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET AND THE SOUTH 10.00 FEET OF THE EAST 53.00 FEET OF LOT 4, BLOCK 12 OF SAID J.R. & S. CAMERON'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,094 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- e - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1509 Main St.  
Parcel Number: 232  
Project Number: RC-000-3283

County Tax Parcel No: 891413141003  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Sue A. Kotz, a single person, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 885.00	on possession and conveyance	60 days after Buyer approval
\$ 885.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	667 sq. ft.	\$ 885.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

---

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

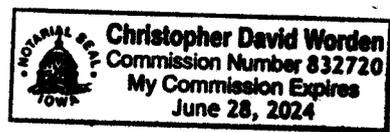
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Sue A. Kotz 2-17-22  
 Sue A. Kotz Date

X \_\_\_\_\_  
 Date

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 17 day of February, 2022, by Sue Kotz

[Signature]  
 Signature of notarial officer

06/28/2024  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 232-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 232

**PROPERTY OWNER:**

KOTZ, SUE A.  
1509 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2017-00019222

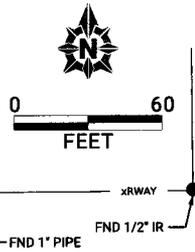
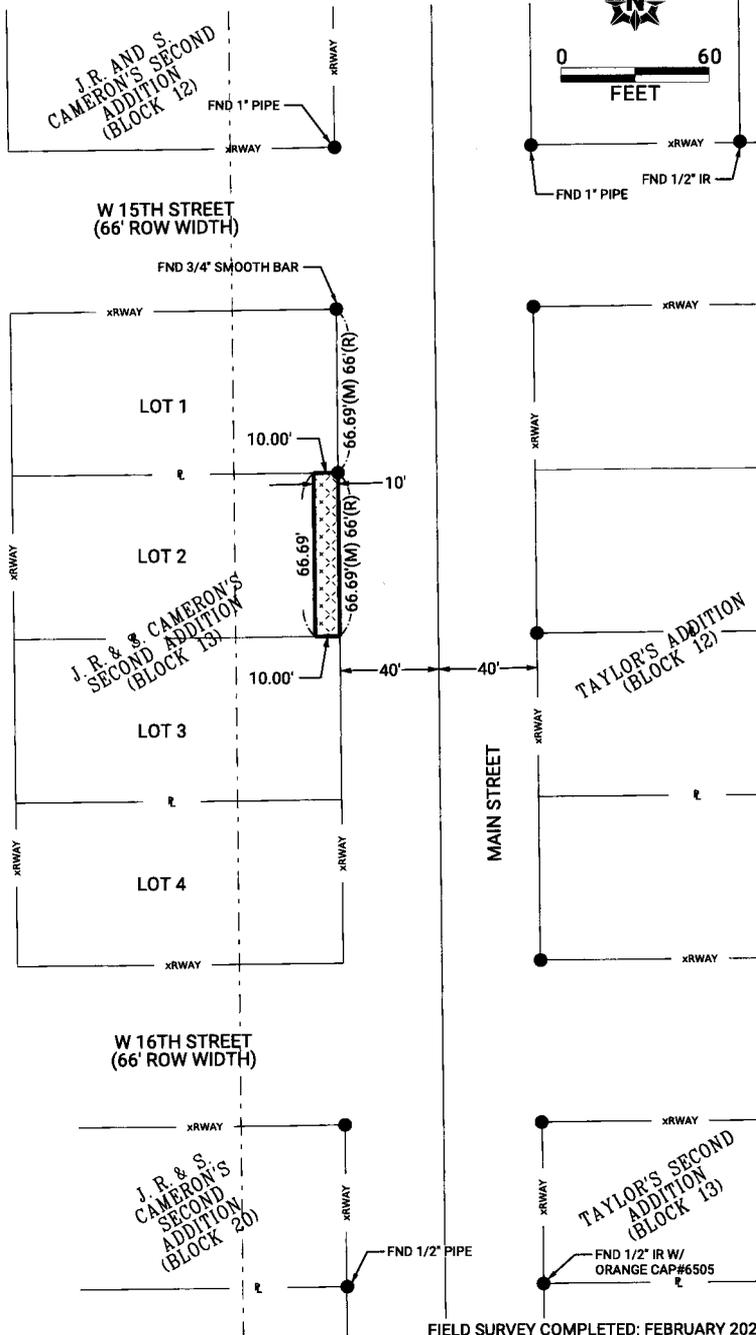
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 2, BLOCK 13 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF LOT 2, BLOCK 13 OF SAID J.R. & S. CAMERON'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 667 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- e - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Sue A. Kotz, a single person (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

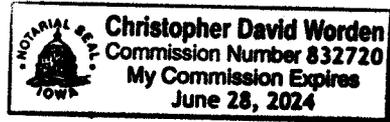
6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

Sue A. Kotz  
Sue A. Kotz



State of Iowa )  
County of Black Hawk )

This record was acknowledged before me on the 17th day of February,  
2023 by Sue Kotz, Grantors.

[Signature]  
Signature of notarial officer

Stamp

[Notary]  
Title of Office

[My commission expires: 06/28/2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 232-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 232

**PROPERTY OWNER:**

KOTZ, SUE A.  
1509 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2017-00019222

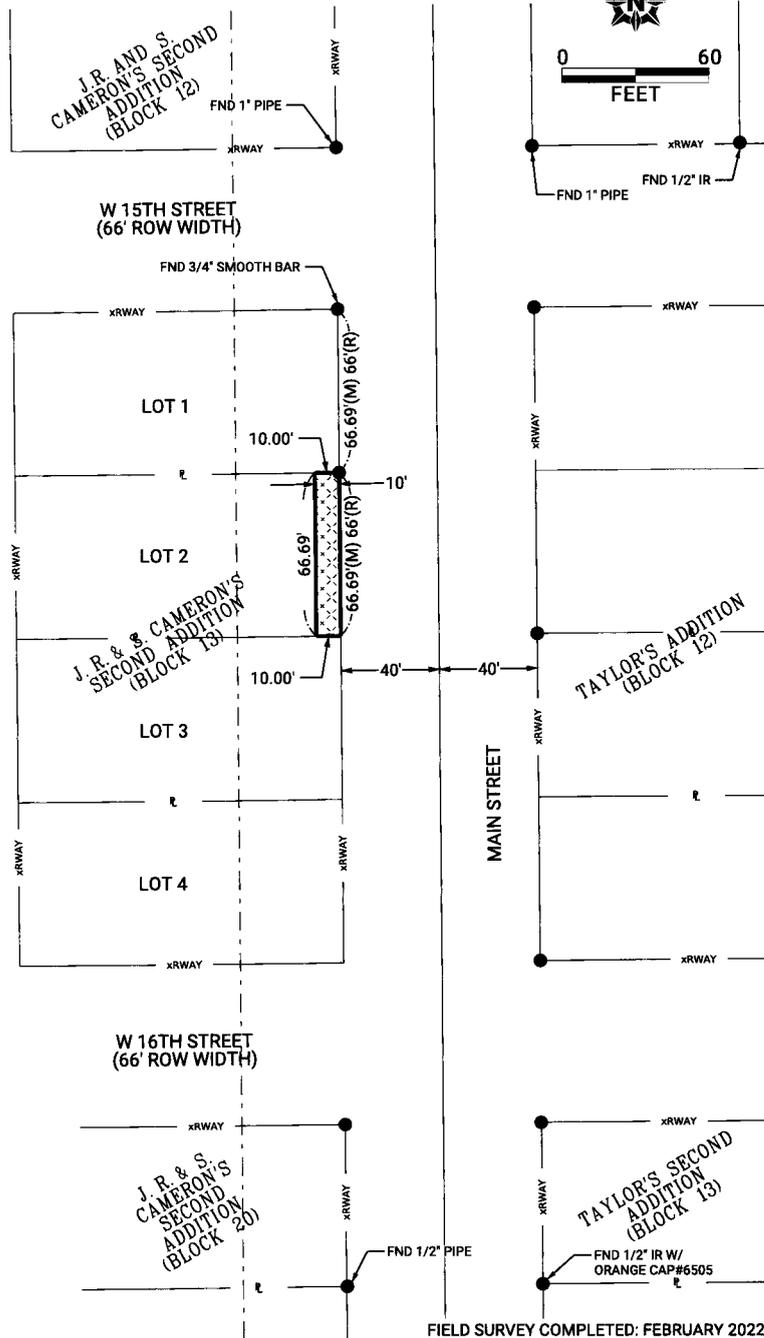
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 2, BLOCK 13 OF J. R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF LOT 2, BLOCK 13 OF SAID J. R. & S. CAMERON'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 667 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- [Cross-hatch pattern] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1515 Main St.  
Parcel Number: 233  
Project Number: RC-000-3283

County Tax Parcel No: 891413141004  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Aidan Moran, a single person, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").

- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 885.00	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ 885.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	667 sq. ft.	\$ 885.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

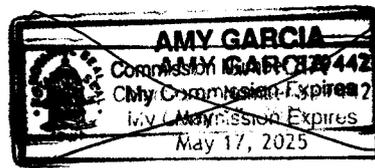
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Aidan Moran \_\_\_\_\_  
Aidan Moran Date

X 7/6/22 \_\_\_\_\_  
Date

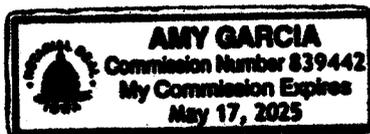
State of Iowa  
County of Black Hawk



This record was acknowledged before me on the 6 day of July, 2022, by Aidan Moran

[Signature]  
Signature of notarial officer

May 17, 2025  
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 233-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 233

**PROPERTY OWNER:**

MORAN, AIDAN  
1515 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2017-00017398

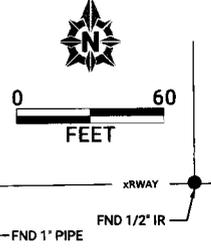
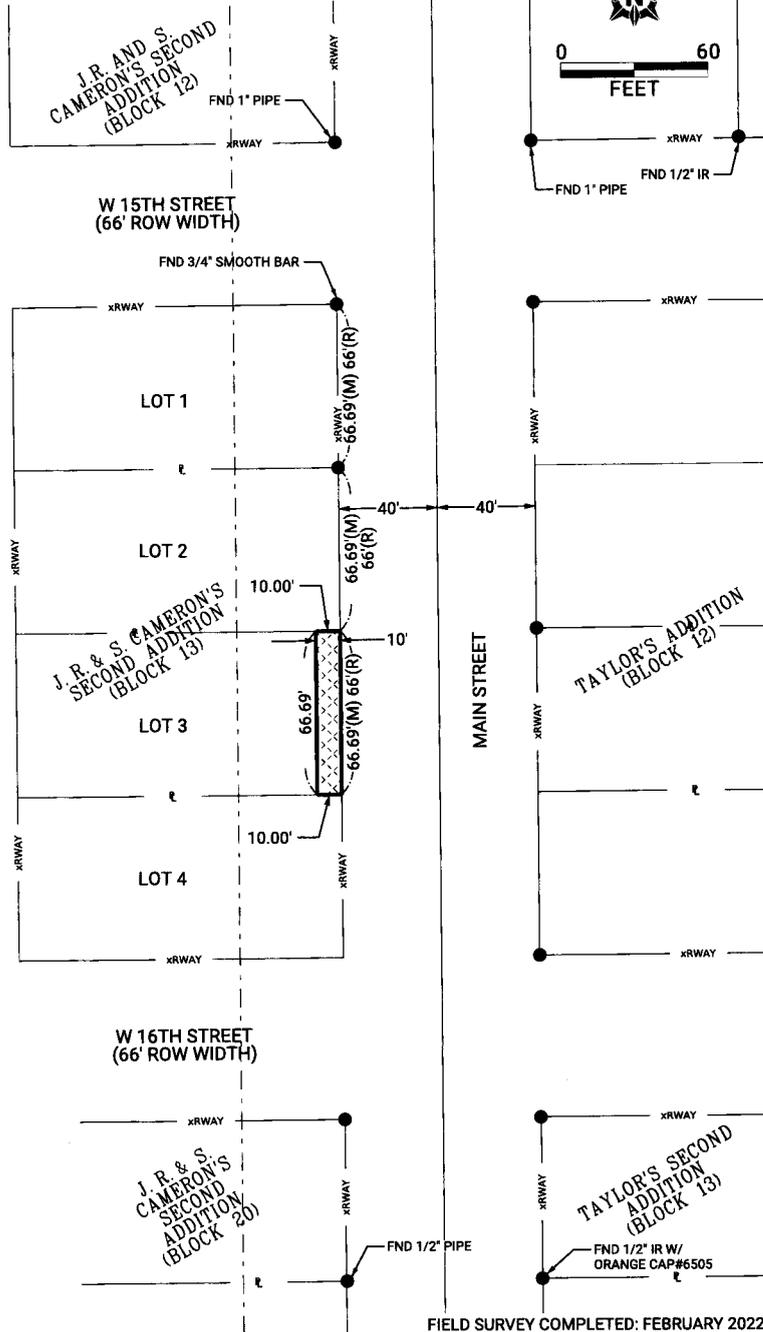
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 3, BLOCK 13 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF LOT 3, BLOCK 13 OF SAID J.R. & S. CAMERON'S SECONS ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 667 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
Phone: 319-365-9565

SHEET  
1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Aidan Moran, a single person (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

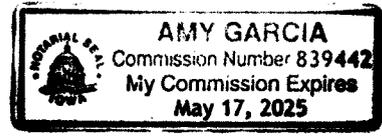
8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

*Aidan Moran*  
Aidan Moran

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 6 day of July,  
2022 by Aidan Moran, Grantor .

*Amy Garcia*  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[My commission expires: May 17, 2025]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 233-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 233

**PROPERTY OWNER:**

MORAN, AIDAN  
 1515 MAIN STREET  
 CEDAR FALLS, IA 50613  
 FILE NO. 2017-00017398

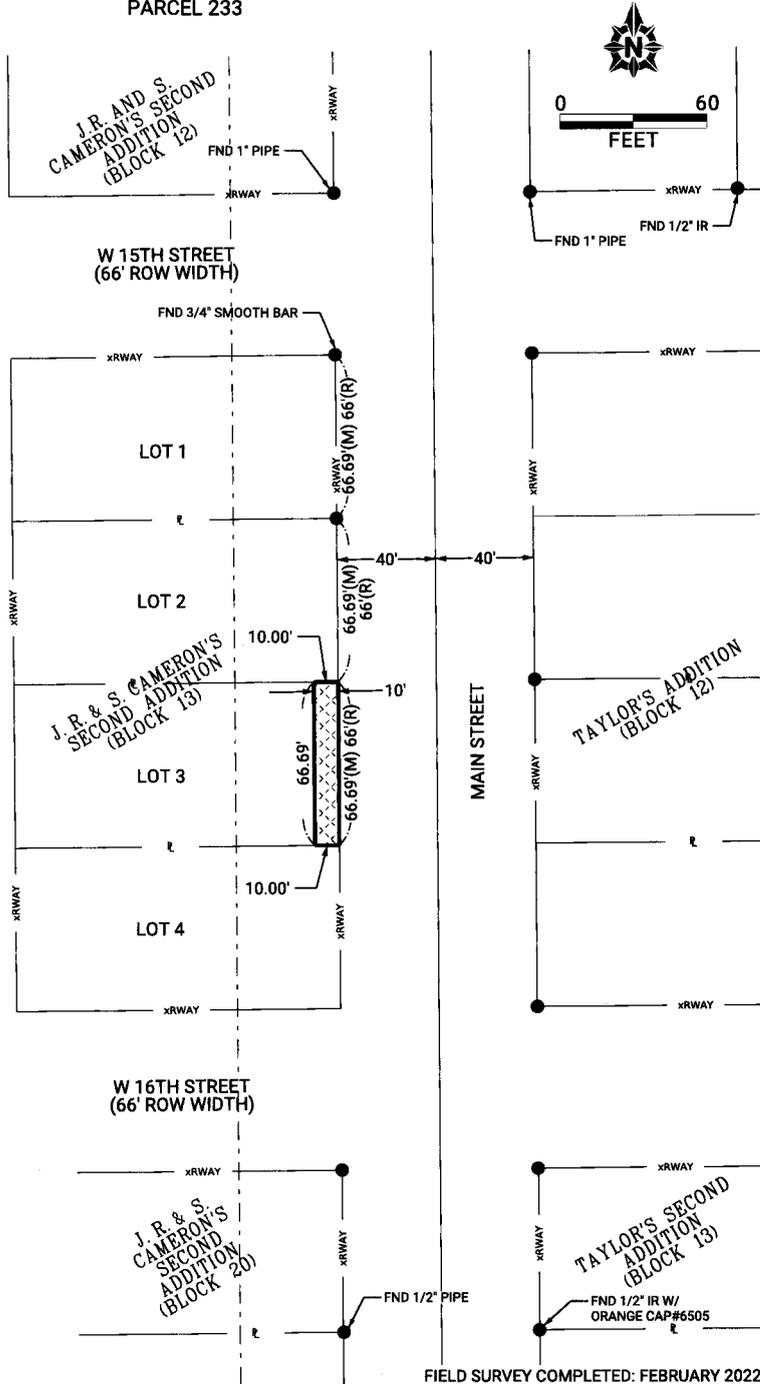
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 3, BLOCK 13 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF LOT 3, BLOCK 13 OF SAID J.R. & S. CAMERON'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 667 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- [Cross-hatch pattern] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

**SHEET**  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 1609 Main St.  
Parcel Number: 244  
Project Number: RC-000-3283**

**County Tax Parcel No: 891413179005  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Steven J. Bundy, a single person, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>875.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>875.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	<u>660</u>	sq. ft.	\$ <u>875.00</u>
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Other			\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
  - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
  - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
  - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
- 
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
  - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

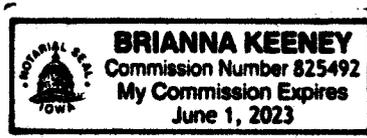
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Steven J. Bundy Steven J. Bundy  
 Steven J. Bundy Date 6-14-22

X \_\_\_\_\_ Date

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 14 day of June, 2022, by Steven J. Bundy

Brianna Keeney  
 Signature of notarial officer

June 1, 2023  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 244-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 244

**PROPERTY OWNER:**

BUNDY, STEVEN J.  
1609 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2014-00017268

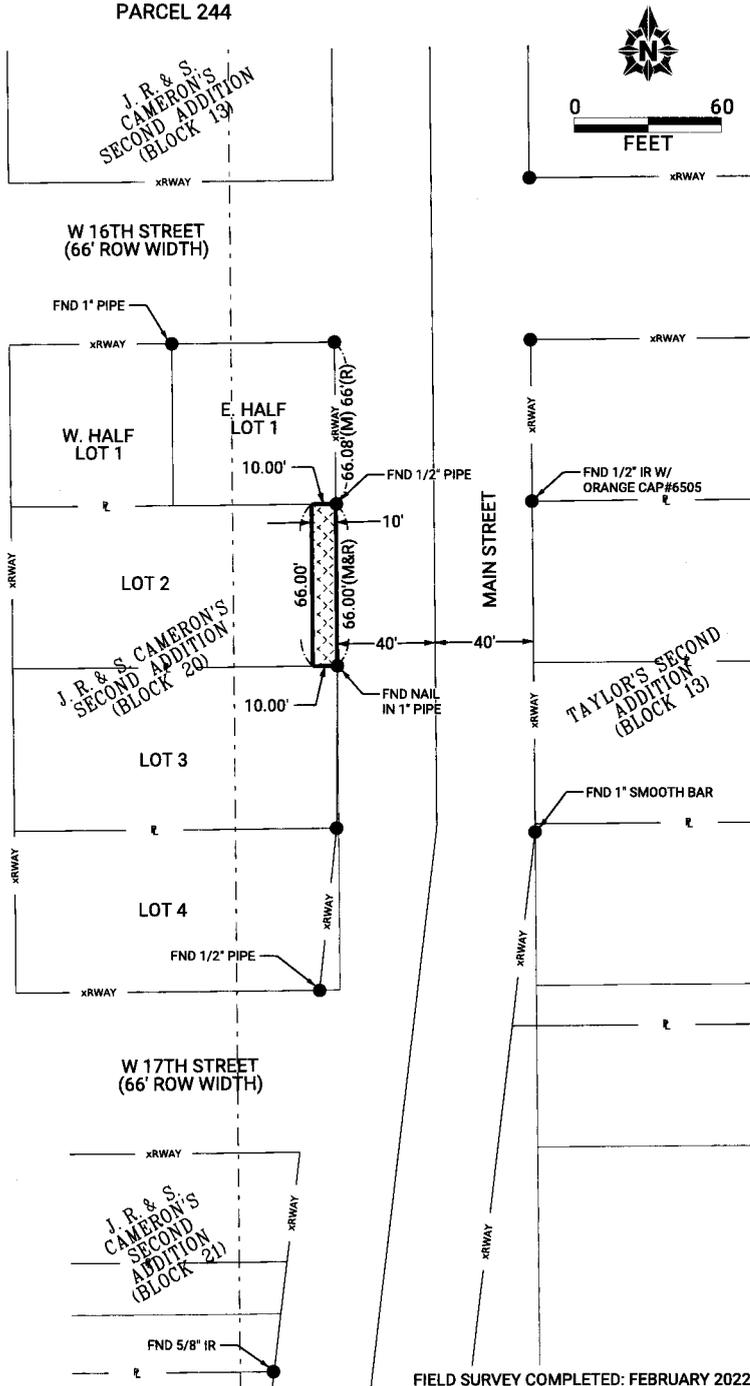
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 2, BLOCK 20 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF LOT 2, BLOCK 20 OF SAID J.R. & S. CAMERON'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 660 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t- PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
• Phone: 319-365-9565 •

SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Steven J. Bundy, a single person ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

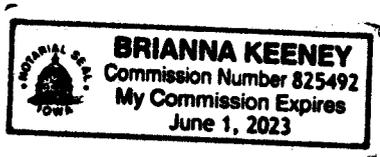
Steven J. Bundy  
Steven J. Bundy

\_\_\_\_\_

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 14 day of June,  
2022, by Steven J. Bundy, Grantors.



Brianna Keene

Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 2023 ]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 244-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 244

**PROPERTY OWNER:**

BUNDY, STEVEN J.  
1609 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2014-00017268

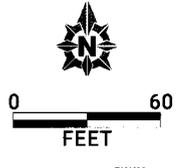
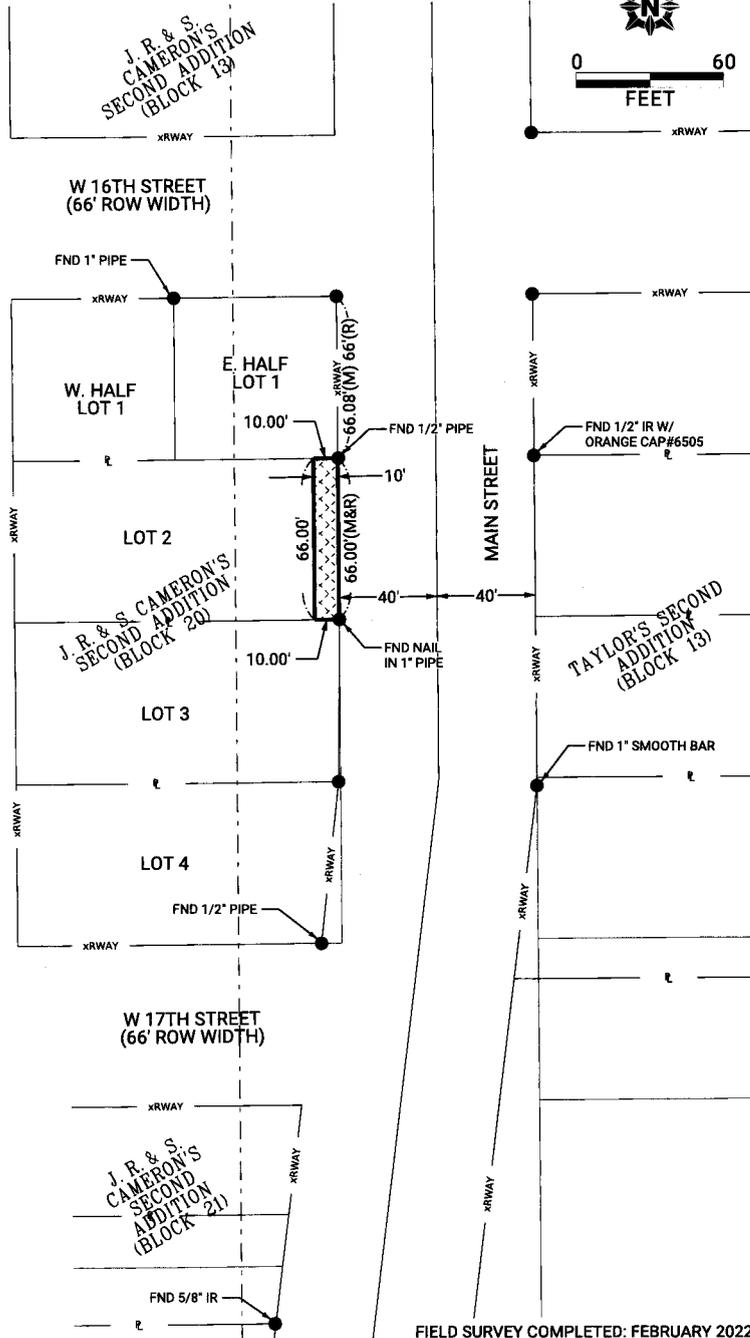
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 2, BLOCK 20 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF LOT 2, BLOCK 20 OF SAID J.R. & S. CAMERON'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 660 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" PEROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
Phone: 319-365-9565

**SHEET**  
1 OF 1

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address:** 1703 Main St.  
**Parcel Number:** 251  
**Project Number:** RC-000-3283

**County Tax Parcel No:** 891413183002  
**Project Name:** Main Street Reconstruction

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by and between KOG Properties, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>870.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>870.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>656</u> sq. ft.	\$ <u>870.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

KOG Properties, LLC

X *Darren Flater* 3/2/22  
Date

By: Darren Flater

Title: Owner/Manager

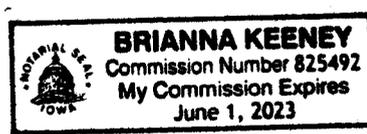
State of Iowa

County of Black Hawk

X \_\_\_\_\_ Date

By: \_\_\_\_\_

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



This record was acknowledged before me on the 2 day of March, 2022, by Darren Flater as owner of KOG Properties LLC.

*Brianna Keeney*  
Signature of notarial officer

June 1, 2023  
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 251-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 1703 MAIN STREET  
 PARCEL 251

**PROPERTY OWNER:**

KOG PROPERTIES, LLC  
 12643 S AVENUE  
 DIKE, IA 50624  
 FILE NO. 2021-00010583

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 21 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 21, THENCE NORTH 89° 15' 04" EAST, 79.15 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF W 17TH STREET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89° 15' 04" EAST, 36.10 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET, PER ORDINANCE NO. 86 RECORDED IN BOOK 81, PAGE 509 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, THENCE SOUTH 06° 29' 33" WEST, 45.17 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89° 15' 04" WEST, 10.08 FEET ALONG SAID SOUTH LINE; THENCE NORTH 06° 29' 33" EAST, 37.10 FEET; THENCE SOUTH 89° 15' 04" WEST, 25.00 FEET; THENCE NORTH 00° 44' 56" WEST, 8.00 FEET TO THE POINT OF BEGINNING.

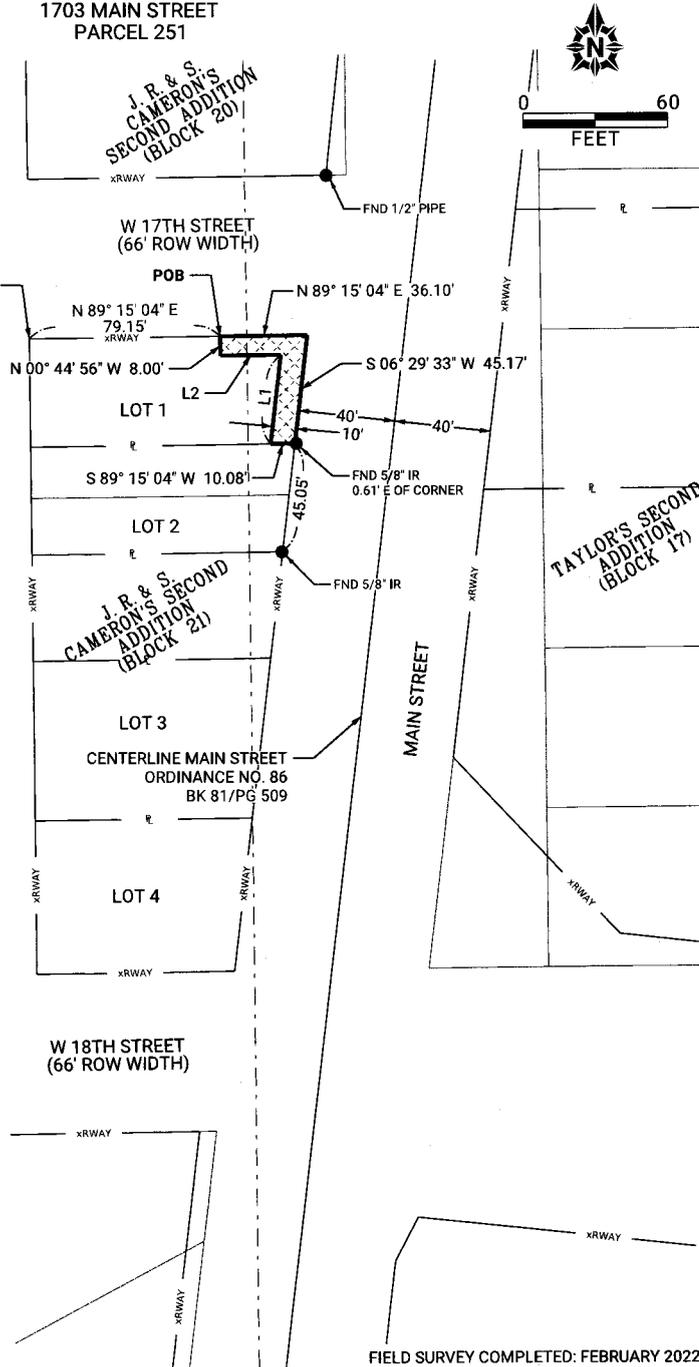
SAID TRACT CONTAINS 656 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	37.10'	N06°29'33"E
L2	25.00'	S89°15'04"W

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- R - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by KOG Properties, LLC (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

KOG Properties, LLC

X Darren Flater 3/2/22  
Date

X \_\_\_\_\_  
Date

By: Darren Flater

By: \_\_\_\_\_

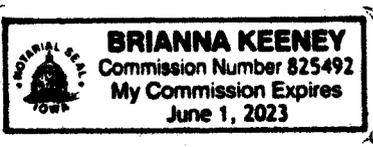
Title: Owner/Manager

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

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 2 day of March,  
2022, by Darren Flater, as owner/manager of  
KOG Properties LLC.



Brianna Keene  
Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 2023 ]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 251-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 1703 MAIN STREET  
 PARCEL 251

**PROPERTY OWNER:**

KOG PROPERTIES, LLC  
 12643 S AVENUE  
 DIKE, IA 50624  
 FILE NO. 2021-00010583

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 21 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 21, THENCE NORTH 89° 15' 04" EAST, 79.15 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF W 17TH STREET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89° 15' 04" EAST, 36.10 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET, PER ORDINANCE NO. 86 RECORDED IN BOOK 81, PAGE 509 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE; THENCE SOUTH 06° 29' 33" WEST, 45.17 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89° 15' 04" WEST, 10.08 FEET ALONG SAID SOUTH LINE; THENCE NORTH 06° 29' 33" EAST, 37.10 FEET; THENCE SOUTH 89° 15' 04" WEST, 25.00 FEET; THENCE NORTH 00° 44' 56" WEST, 8.00 FEET TO THE POINT OF BEGINNING.

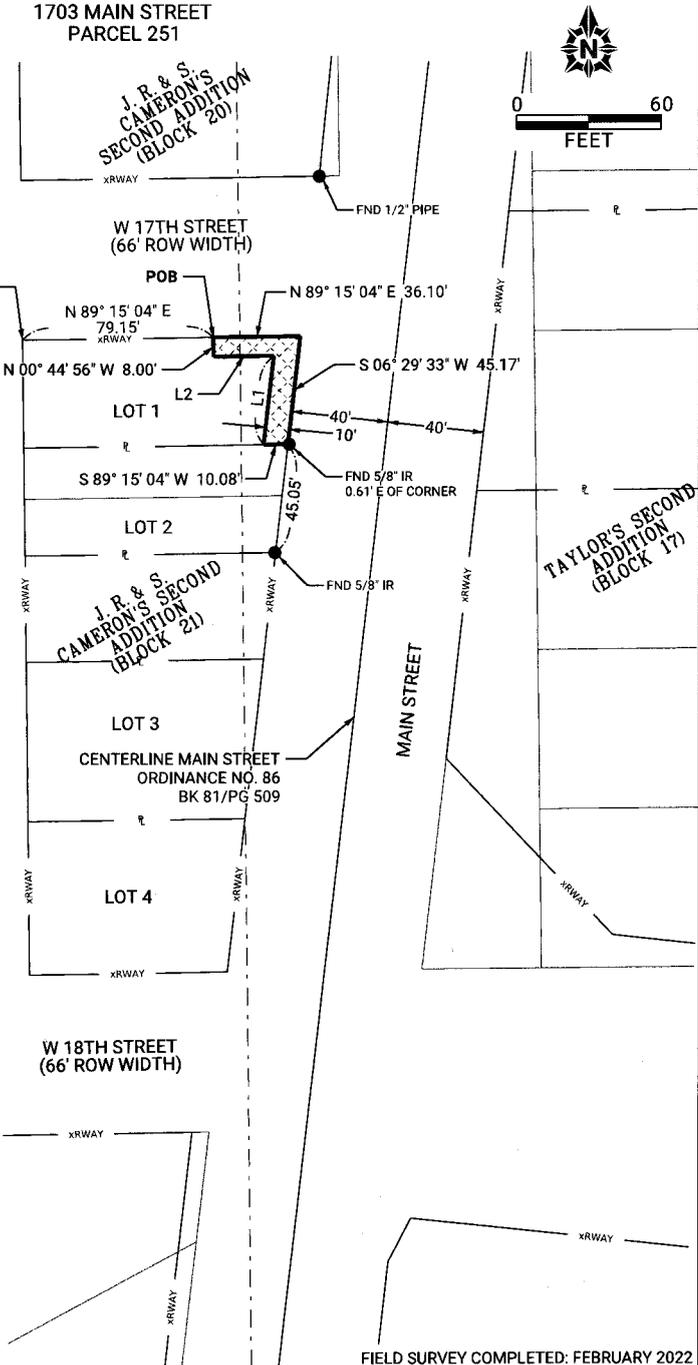
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**LEGEND**

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- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
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- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
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- ▨ TEMPORARY CONSTRUCTION EASEMENT



**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1709 Main St.  
Parcel Number: 252  
Project Number: RC-000-3283

County Tax Parcel No: 891413183003  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Jan K. Mord and Sharon J. Mord, husband and wife, Seller, and the City of Cedar Falls,  
Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 595.00	on possession and conveyance	60 days after Buyer approval
\$ 595.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	450 sq. ft.	\$ 595.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

---

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

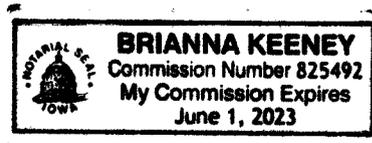
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X *Jan K. Mord* 7/21/22  
 Jan K. Mord Date

X *Sharon J. Mord* 07/21/22  
 Sharon J. Mord Date

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 21 day of July, 2022, by  
Jan K. Mord, Sharon J. Mord

*Brianna Keeney*  
 Signature of notarial officer

June 1, 2023  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 252-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
1709 MAIN STREET  
PARCEL 252

**PROPERTY OWNER:**

MORD, JAN K.  
MORD, SHARON J.  
1406 RAINBOW DRIVE  
CEDAR FALLS, IA 50613  
FILE NO. 2004-00037966

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 1 & LOT 2, BLOCK 21 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

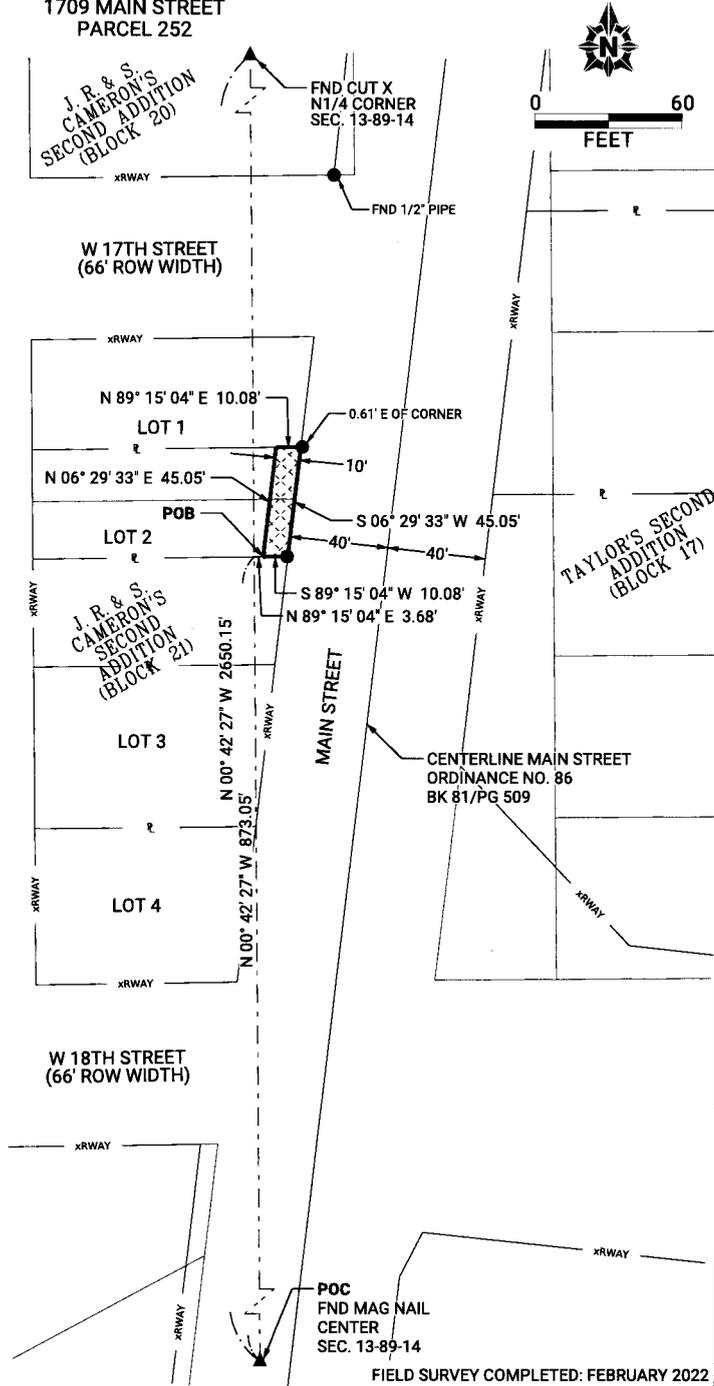
COMMENCING AT THE CENTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE NORTH 00° 42' 27" WEST, 873.05 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE NORTH 89° 15' 04" EAST, 3.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 06° 29' 33" EAST, 45.05 FEET; THENCE NORTH 89° 15' 04" EAST, 10.08 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET, PER ORDINANCE NO. 86 RECORDED IN BOOK 81, PAGE 509 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE; THENCE SOUTH 06° 29' 33" WEST, 45.05 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 89° 15' 04" WEST, 10.08 FEET TO THE POINT OF BEGINNING.

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**LEGEND**

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- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP #24243 (UNLESS NOTED)
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- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- e - PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
Phone: 319-365-9565

SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Jan K. Mord and Sharon J. Mord, husband and wife (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

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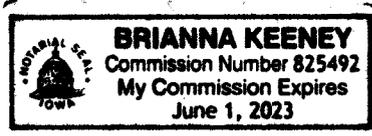
GRANTORS:

[Signature]  
Jan K. Mord

[Signature]  
Sharon J. Mord

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 21 day of July,  
2022, by Jan K. Mord, Sharon J. Mord, Grantors.

[Signature]  
Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

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A PARCEL OF LAND LOCATED IN LOT 1 & LOT 2, BLOCK 21 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

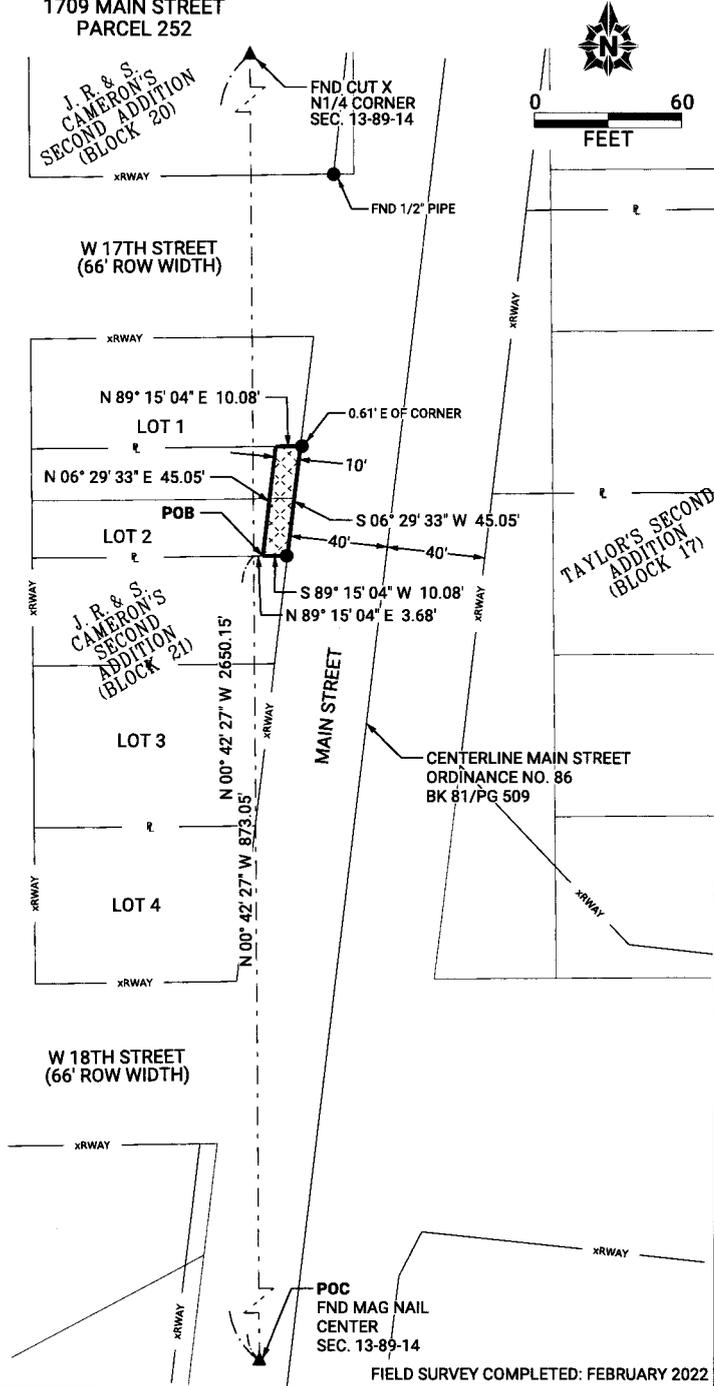
COMMENCING AT THE CENTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE NORTH 00° 42' 27" WEST, 873.05 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE NORTH 89° 15' 04" EAST, 3.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 06° 29' 33" EAST, 45.05 FEET; THENCE NORTH 89° 15' 04" EAST, 10.08 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET, PER ORDINANCE NO. 86 RECORDED IN BOOK 81, PAGE 509 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE; THENCE SOUTH 06° 29' 33" WEST, 45.05 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 89° 15' 04" WEST, 10.08 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 450 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- e- EXISTING LOT LINE
- p- PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
Phone: 319-365-9565

**SHEET**  
1 OF 1

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address:** 1722 Washington St.  
**Parcel Number:** 256  
**Project Number:** RC-000-3283

**County Tax Parcel No:** 891413183007  
**Project Name:** Main Street Reconstruction

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between DT Rentals, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1,950.00	on possession and conveyance	60 days after Buyer approval
\$ 1,950.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	1,325 sq. ft.	\$1,750.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other	Shrubs	\$ 200.00

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the form attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement,

immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.

- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

DT Rentals, LLC

X [Signature] 7/6/2022  
Date

By: Devin Degeeter

Title: Owner

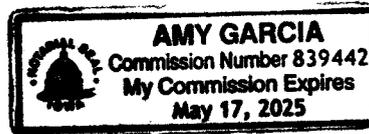
X \_\_\_\_\_  
Date

By: \_\_\_\_\_

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

State of Iowa

County of Blackhawk



This record was acknowledged before me on the 6 day of July, 2022, by Devin Degeeter as Owner of DT Rentals, LLC.

[Signature]  
Signature of notarial officer

May 17, 2025  
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 256-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
1722 WASHINGTON STREET  
PARCEL 256

**PROPERTY OWNER:**

DT RENTALS, LLC  
32322 140TH STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2018-00007154

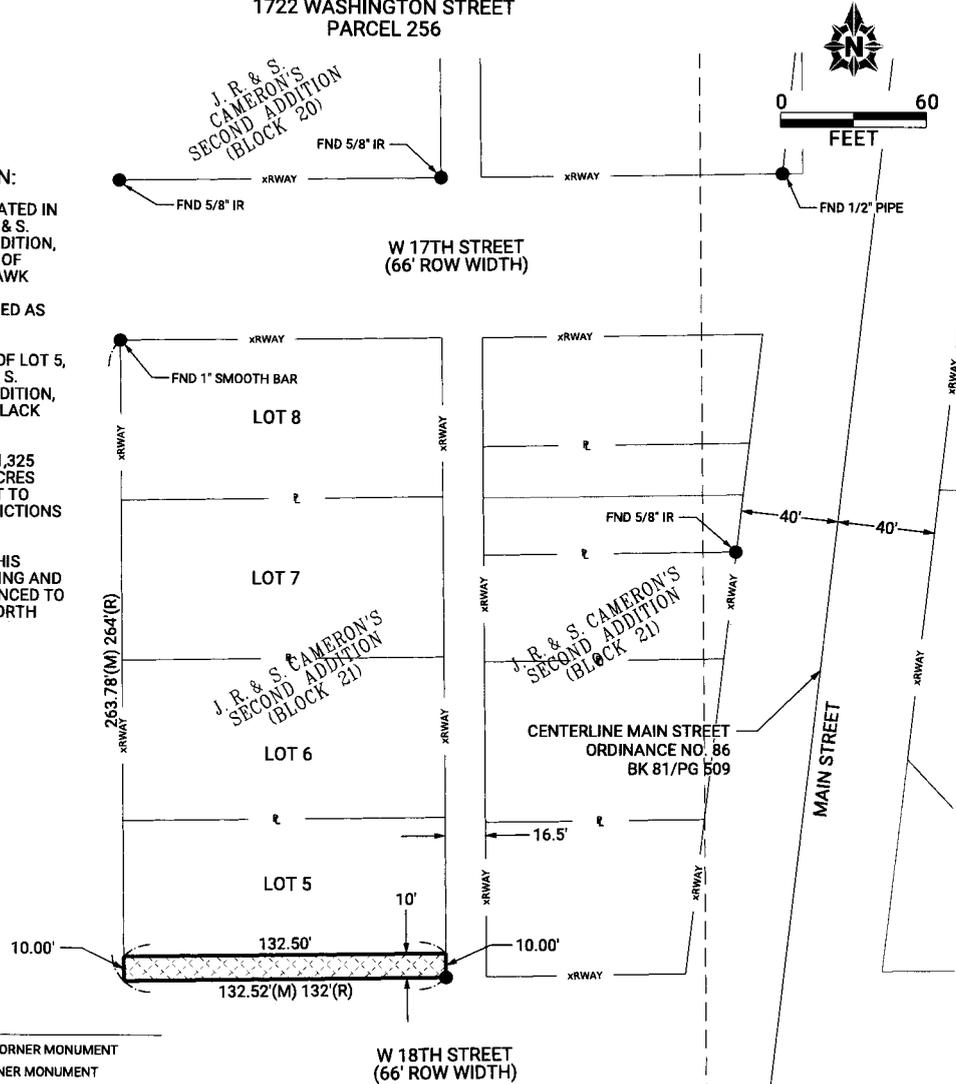
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 5, BLOCK 21 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 10.00 FEET OF LOT 5, BLOCK 21 OF SAID J.R. & S. CAMERON'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,325 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" SMOOTH BAR (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600

**Foth**  
Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
Phone: 319-365-9565

SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/27/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by DT Rentals, LLC ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

DT Rentals, LLC

X ~~DT Rentals, LLC~~ 7/6/2022  
Date

By: Devin Degreter

Title: Owner

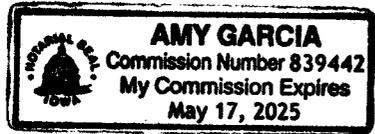
X \_\_\_\_\_  
Date

By: \_\_\_\_\_

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

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 6 day of July,  
2022, by Devin Degreter, as Owner of  
DT Rentals, LLC.

*Amy Garcia*  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[My commission expires: may 17, 2025 ]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 256-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
1722 WASHINGTON STREET  
PARCEL 256

**PROPERTY OWNER:**

DT RENTALS, LLC  
32322 140TH STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2018-00007154

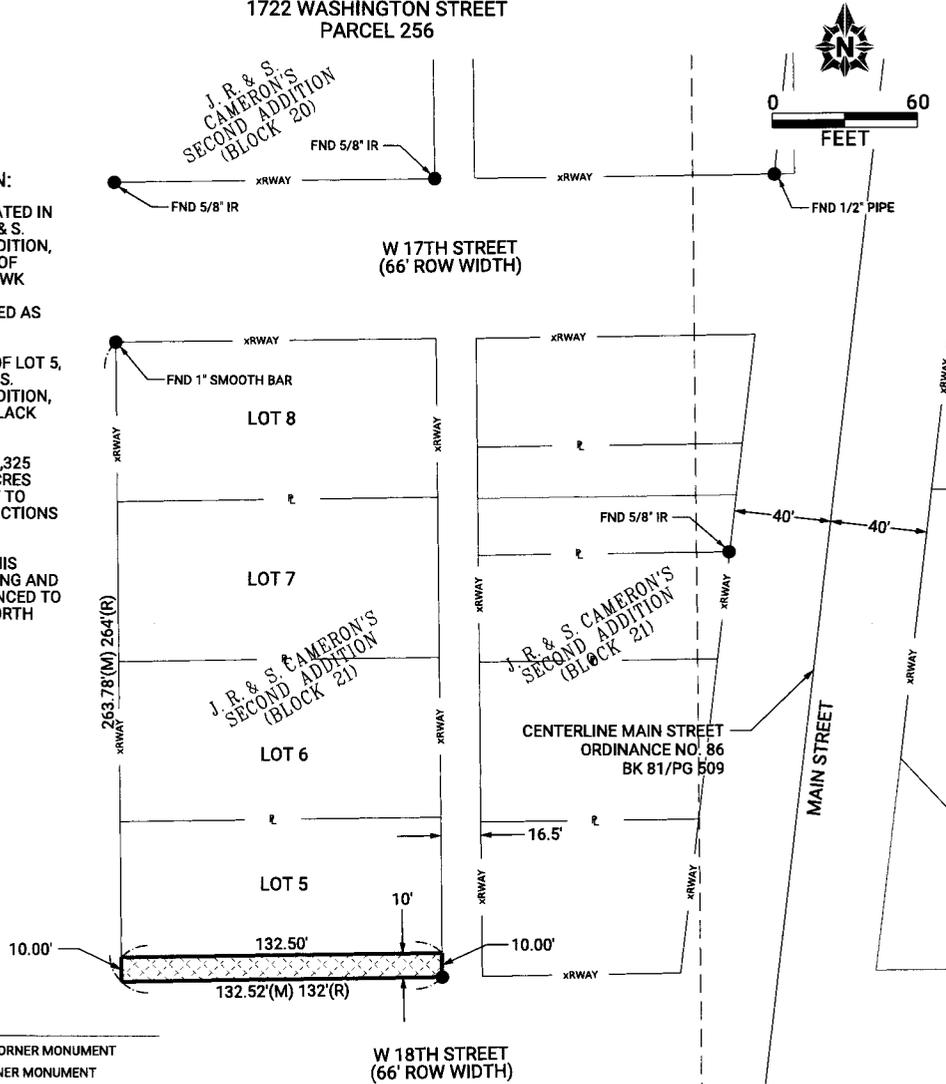
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 5, BLOCK 21 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 10.00 FEET OF LOT 5, BLOCK 21 OF SAID J.R. & S. CAMERON'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,325 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" SMOOTH BAR (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- XXXXXX TEMPORARY CONSTRUCTION EASEMENT

W 18TH STREET  
(66' ROW WIDTH)

AUDITOR'S PLAT  
NO. 14

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600

**Foth**  
Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
Phone: 319-365-9565

SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/27/2022

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 1915 Main St.  
Parcel Number: 262  
Project Number: RC-000-3283**

**County Tax Parcel No: 891413186000  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Robert Allen Kelly, III and Jocelyne S. Kelly, Trustees of the R. & J. Kelly Family Trust  
dated January 30, 2001, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,245.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,245.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>865</u> sq. ft.	<u>\$ 1,145.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other (Remote Notary Fee)		<u>\$ 100.00</u>

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

R. & J. Kelly Family Trust

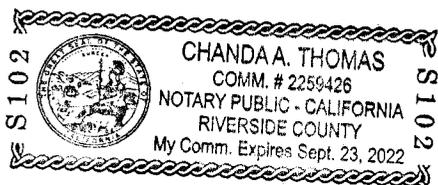
x Robert Allen Kelly III      6-6-2022      2022  
 Robert Allen Kelly, III, Trustee      Date      Jocelyne S. Kelly, Trustee      6-6-22      Date

State of California  
 County of Riverside

This record was acknowledged before me on the 6 day of June, 2022, by Robert Allen Kelly, III and Jocelyne S. Kelly.

Chanda A. Thomas  
 Signature of notarial officer

Sept 23, 2022  
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 262-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 1915 MAIN STREET  
 PARCEL 262

**PROPERTY OWNER:**

R. & J. KELLY FAMILY TRUST  
 16369 SUN SUMMIT DRIVE  
 RIVERSIDE, CA 92503

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 7 OF AUDITOR'S PLAT #14, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 135 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, AND IN LOT 14 OF NIELSEN'S ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK B, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

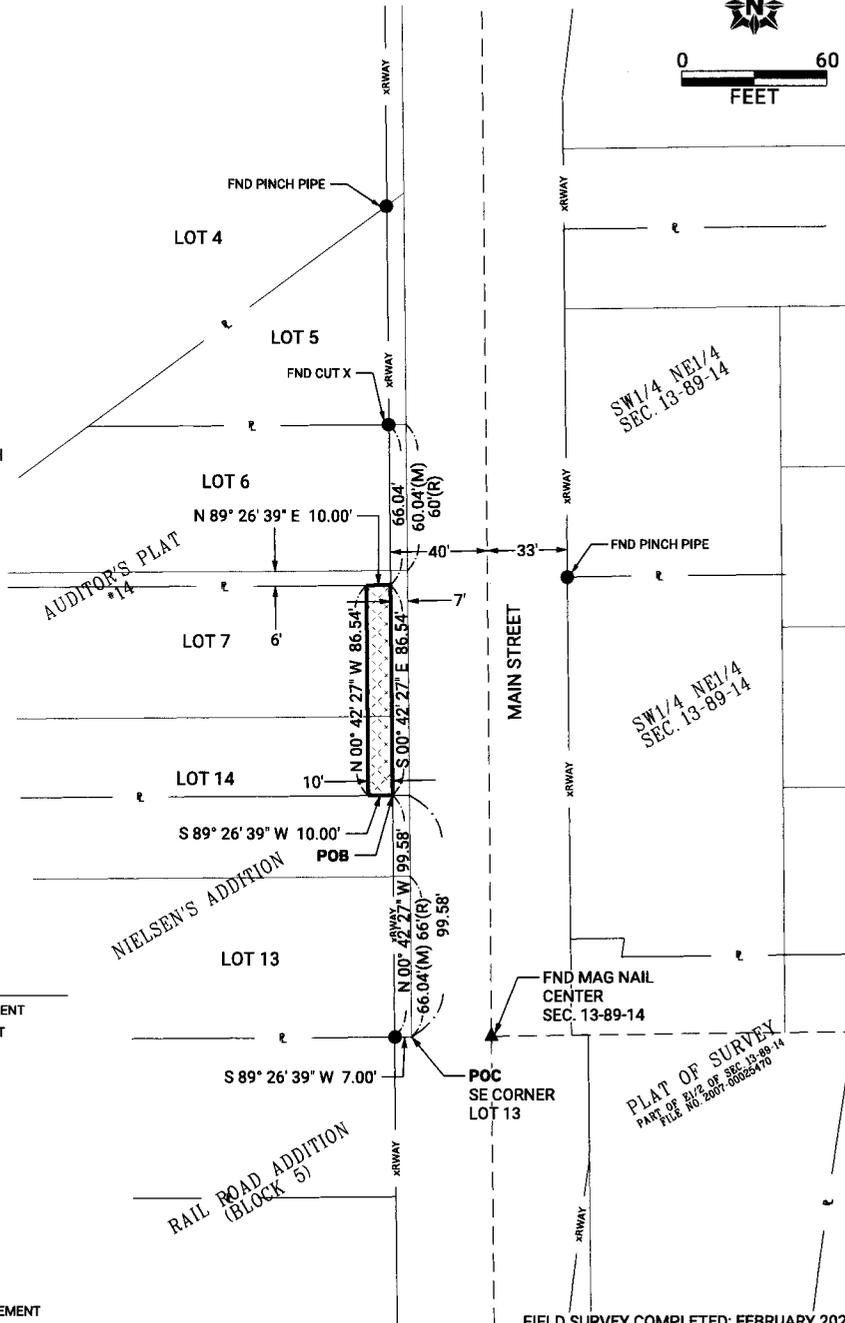
COMMENCING AT THE SOUTHEAST CORNER OF LOT 13 OF SAID NEILSEN'S ADDITION, THENCE SOUTH 89° 26' 39" WEST, 7.00 FEET ALONG THE SOUTH LINE OF SAID LOT 13 TO THE WEST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 42' 27" WEST, 99.58 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE SOUTH 89° 26' 39" WEST, 10.00 FEET; THENCE NORTH 00° 42' 27" WEST, 86.54 FEET; THENCE NORTH 89° 26' 39" EAST, 10.00 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00° 42' 27" EAST, 86.54 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 865 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- x- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert Allen Kelly, III and Jocelyne S. Kelly, Trustees of the R. & J. Kelly Family Trust dated January 30, 2001 ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

R. & J. Kelly Family Trust

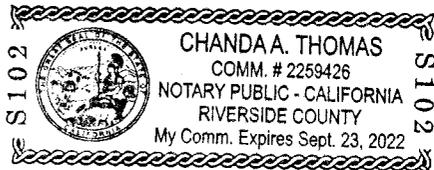
X Robert Allen Kelly III 6-6-2022  
Robert Allen Kelly, III, Trustee Date

X Jocelyne S. Kelly 6-6-2022  
Jocelyne S. Kelly, Trustee Date

State of California )

County of Riverside )

This record was acknowledged before me on the 6 day of June, 2022,  
by Robert Allen Kelly, III and Jocelyne S. Kelly.



Chanda A. Thomas  
Signature of notarial officer

Stamp

[ notary public ]  
Title of Office

[My commission expires: 9/23/2022]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 262-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 1915 MAIN STREET  
 PARCEL 262

**PROPERTY OWNER:**

R. & J. KELLY FAMILY TRUST  
 16369 SUN SUMMIT DRIVE  
 RIVERSIDE, CA 92503

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 7 OF AUDITOR'S PLAT #14, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 135 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, AND IN LOT 14 OF NIELSEN'S ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK B, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

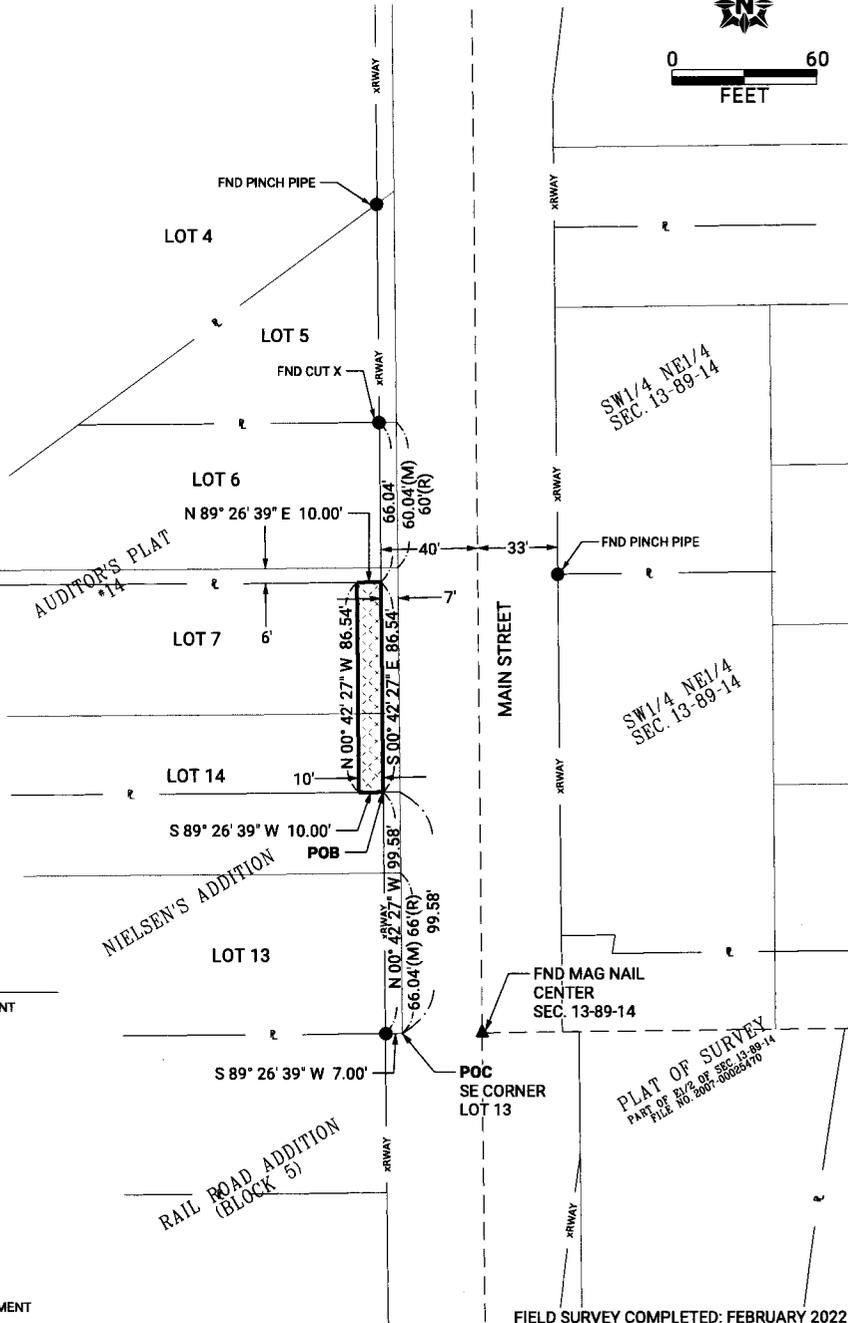
COMMENCING AT THE SOUTHEAST CORNER OF LOT 13 OF SAID NIELSEN'S ADDITION, THENCE SOUTH 89° 26' 39" WEST, 7.00 FEET ALONG THE SOUTH LINE OF SAID LOT 13 TO THE WEST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 42' 27" WEST, 99.58 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE SOUTH 89° 26' 39" WEST, 10.00 FEET; THENCE NORTH 00° 42' 27" WEST, 86.54 FEET; THENCE NORTH 89° 26' 39" EAST, 10.00 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00° 42' 27" EAST, 86.54 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 865 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" PEROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xrw- RIGHT-OF-WAY LINE
- e- EXISTING LOT LINE
- p- PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022

### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2017 Main St.  
Parcel Number: 273  
Project Number: RC-000-3283

County Tax Parcel No: 891413333006  
Project Name: Main Street Reconstruction

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between D & V Holdings, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 870.00	on possession and conveyance	60 days after Buyer approval
\$ 870.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	659	sq. ft.	_____	\$ 870.00
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

---

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

D & V Holdings, LLC

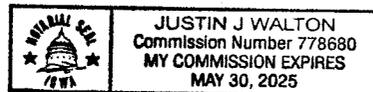
X David Christensen July 6/2022 X  
Date Date

By: David Christensen By: \_\_\_\_\_

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

State of Iowa

County of Black Hawk



This record was acknowledged before me on the 6<sup>th</sup> day of July, 2023, by David Christensen as Manager/owner of D+V Holdings, LLC.

[Signature]  
Signature of notarial officer

5/30/2025  
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 273-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 2017 MAIN STREET  
 PARCEL 273

**PROPERTY OWNER:**

D & V HOLDINGS, LLC  
 4381 W 4TH STREET  
 WATERLOO, IA 50701  
 FILE NO. 2022-00003988

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 3, BLOCK 20 OF RAIL ROAD ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE SOUTH 00° 42' 49" EAST, 394.95 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE SOUTH 89° 21' 05" WEST, 40.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00° 42' 49" EAST, 65.87 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTH LINE OF SAID LOT 3, BLOCK 20; THENCE SOUTH 89° 21' 05" WEST, 10.00 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00° 42' 49" WEST, 65.87 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE NORTH 89° 21' 05" EAST, 10.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

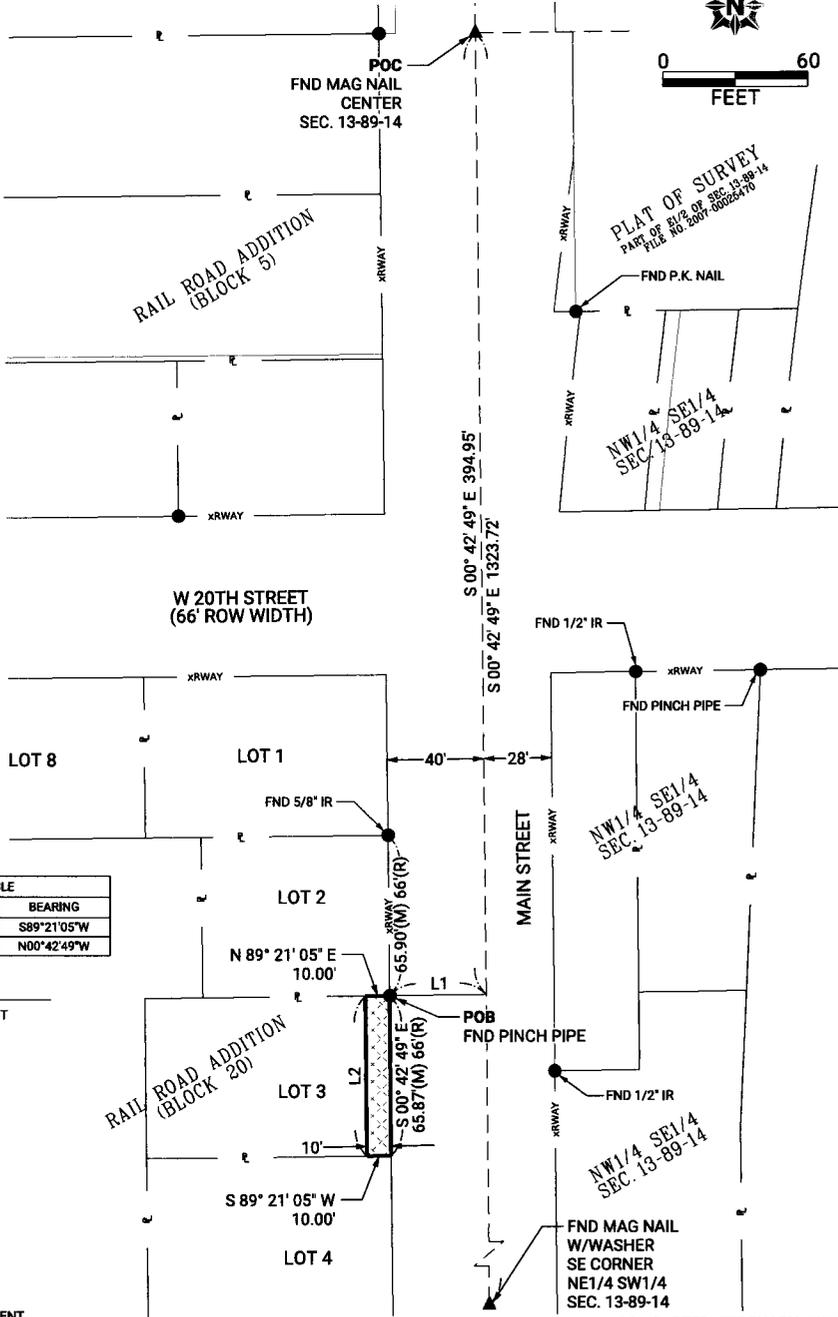
SAID TRACT CONTAINS 659 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	40.00'	S89°21'05"W
L2	65.87'	N00°42'49"W

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- x- RWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT



**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022



SHEET  
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by D & V Holdings, LLC ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

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Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

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7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

D & V Holdings, LLC

X David Christopher July 6/22 X  
Date Date

By: David Christopher By: \_\_\_\_\_

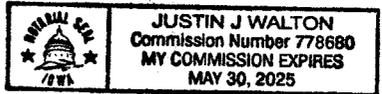
Title: Manager Title: \_\_\_\_\_

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 6<sup>th</sup> day of July, 2022, by David Christopher, as Manager/owner of D+V Holdings, LLC.

[Signature]  
Signature of notarial officer



Stamp

[ Jane Notary ]  
Title of Office

[My commission expires: 5/30/2025]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

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City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

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 MAIN STREET RECONSTRUCTION  
 2017 MAIN STREET  
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 4381 W 4TH STREET  
 WATERLOO, IA 50701  
 FILE NO. 2022-00003988

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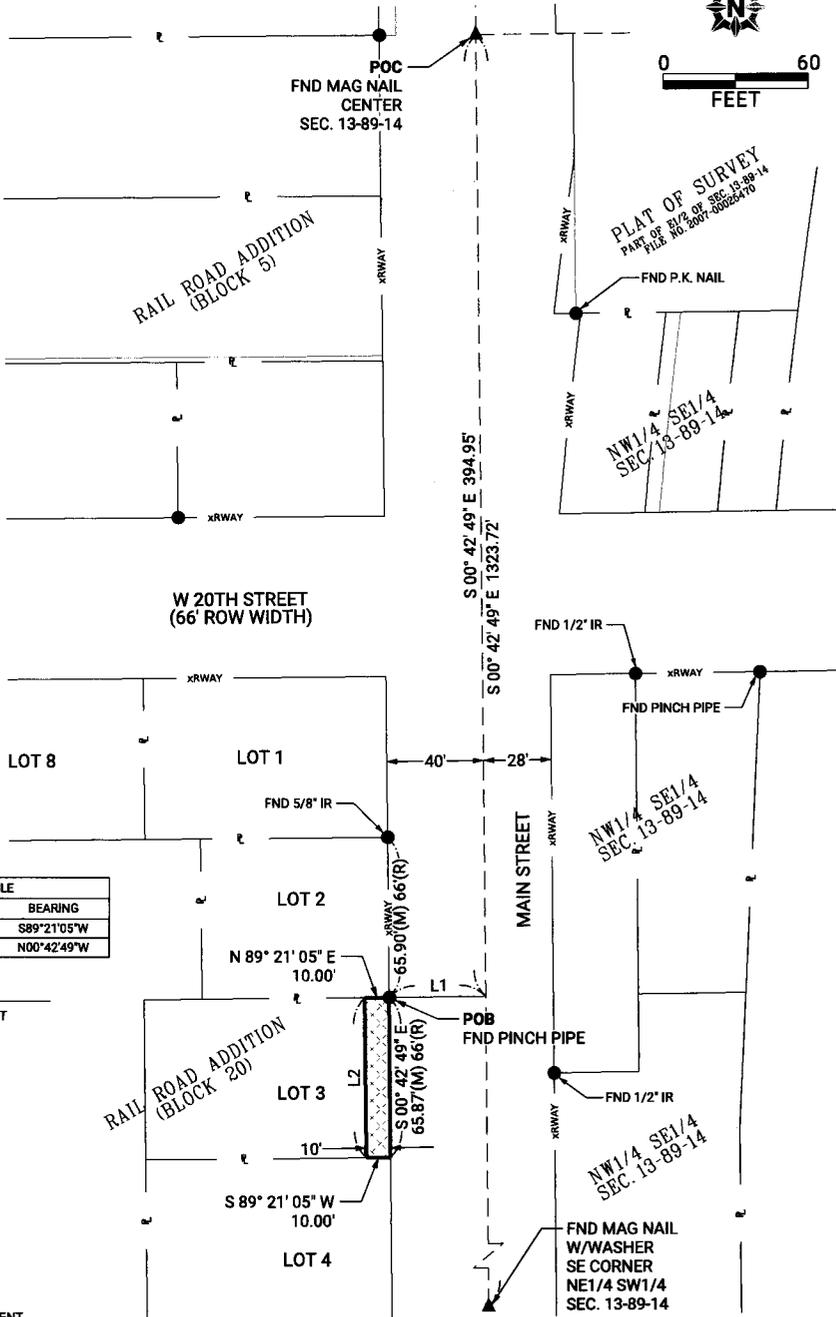
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**LEGEND**

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- ▨ TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022



SHEET  
 1 OF 1

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 2021 Main St.  
Parcel Number: 274  
Project Number: RC-000-3283

County Tax Parcel No: 891413333012  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_,  
by and between CBJ Holdings, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

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\$ _____	on surrender of possession	_____
\$ <u>1,295.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,295.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	809	sq. ft.	\$ <u>1,295.00</u>
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Other			\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
  - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
  - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
  - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
- 
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
  - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

CBJ Holdings, LLC

X *[Signature]* 7/20/22  
Date

By: Brian J. Wingert

Title: Manager

X \_\_\_\_\_  
Date

By: \_\_\_\_\_

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

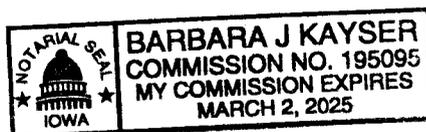
State of Iowa

County of Black Hawk

This record was acknowledged before me on the 20th day of July, 2022, by Brian J. Wingert as Manager of CBJ Holdings, LLC.

*Barbara J Kayser*  
Signature of notarial officer

March 2, 2025  
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 274-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 2021 MAIN STREET  
 PARCEL 274

**PROPERTY OWNER:**

CBJ HOLDINGS, LLC  
 2110 FLYNN DRIVE  
 CEDAR FALLS, IA 50613  
 FILE NO. 2016-00011208

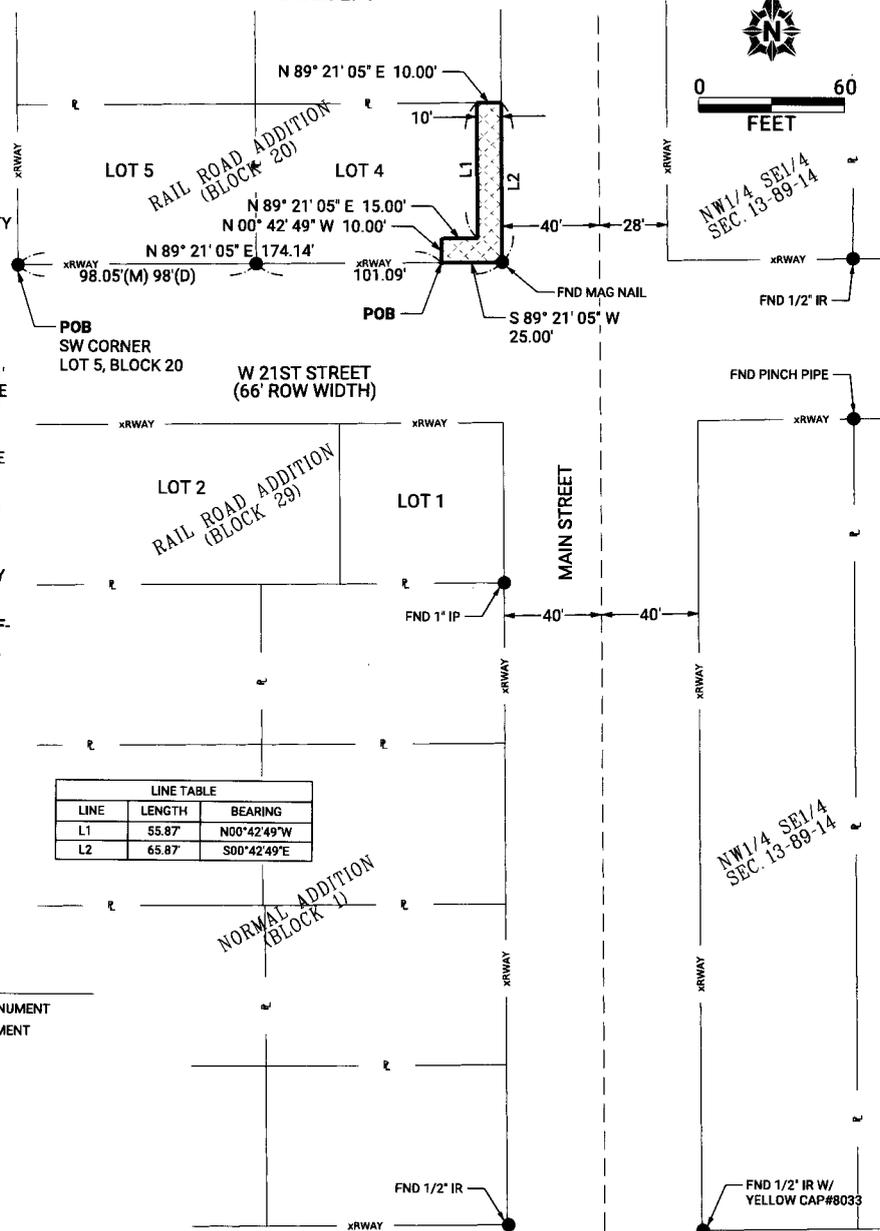
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 4, BLOCK 20 OF RAIL ROAD ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 20 OF SAID RAIL ROAD ADDITION, THENCE NORTH 89° 21' 05" EAST, 174.14 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF W 21ST STREET TO THE POINT OF BEGINNING; THENCE NORTH 00° 42' 49" WEST, 10.00 FEET; THENCE NORTH 89° 21' 05" EAST, 15.00 FEET; THENCE NORTH 00° 42' 49" WEST, 55.87 FEET TO THE NORTH LINE OF SAID LOT 4, BLOCK 20; THENCE NORTH 89° 21' 05" EAST, 10.00 FEET ALONG SAID NORTH LINE TO THE WEST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE SOUTH 00° 42' 49" EAST, 65.87 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 89° 21' 05" WEST, 25.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 809 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LINE TABLE		
LINE	LENGTH	BEARING
L1	55.87	N00°42'49"W
L2	65.87	S00°42'49"E

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/BLUE CAP#22259 (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by CBJ Holdings, LLC (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).  
See Exhibit B attached (The “Parking Area”)

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

9. Sellers shall have access to utilize the parking spaces depicted in Exhibit "A" attached (the "Parking Spaces"), even though such Parking Spaces are located within the Easement Area, during all times except when needed by the City for construction work (including tear-out, grading, forming, pouring, finishing and all other associated construction work) related to the public sidewalk and the driveway access in the immediate vicinity of such Parking Spaces. The City agrees to provide timely advance

notice to the Sellers, which notice shall not be less than 48 hours, of the date of commencement of construction work. It shall be the duty of the Sellers to notify those using the Parking Spaces with the consent of the Sellers of the commencement of construction work based upon the notice provided to the Sellers by the City. The City assumes no responsibility for providing any notice to any person other than as stated herein. Should any of the Parking Spaces be utilized at any time during construction work after notice by the City as provided for herein, the City reserves the right in the City's sole discretion to clear the Parking Spaces at the Sellers' cost. The City further agrees to provide notice to the Sellers as soon as construction work is completed at which time the Parking Spaces may be utilized again. Construction work is not expected to last more than 14 days absent unavoidable delays.

Grantor:

CBJ Holdings, LLC

X  7/20/22  
Date

By: Brian J. Wingert

Title: Manager

X \_\_\_\_\_  
Date

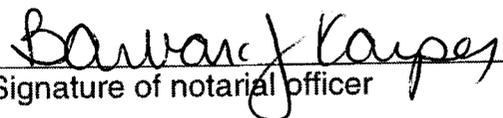
By: \_\_\_\_\_

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

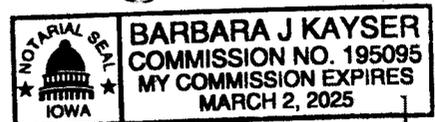
State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 20<sup>th</sup> day of July, 2022, by Brian J. Wingert, as Manager of CBJ Holdings, LLC.

  
Signature of notarial officer

Stamp



Title of Office

[My commission expires: March 2, 2025

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 274-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 2021 MAIN STREET  
 PARCEL 274

**PROPERTY OWNER:**

CBJ HOLDINGS, LLC  
 2110 FLYNN DRIVE  
 CEDAR FALLS, IA 50613  
 FILE NO. 2016-00011208

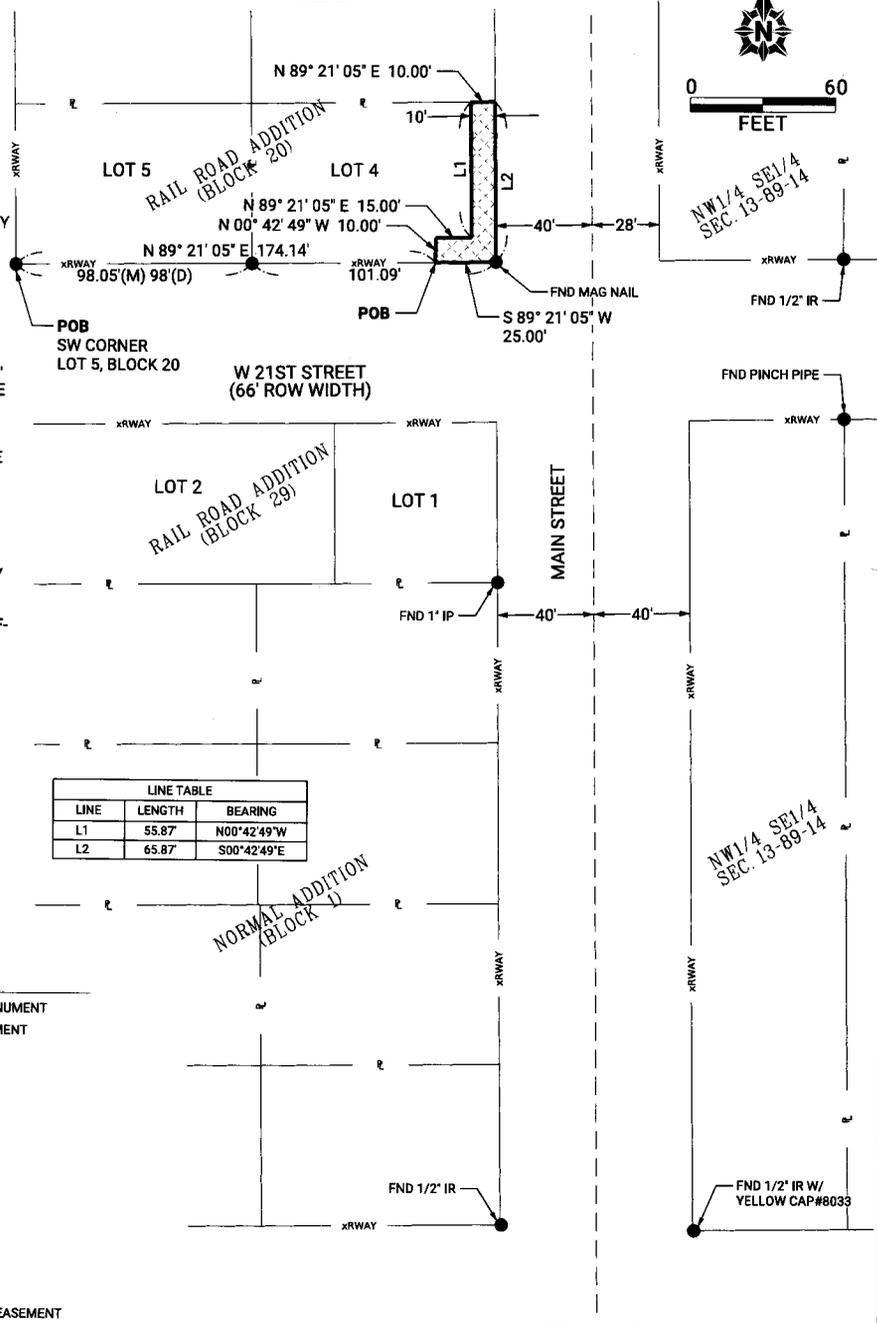
**LEGAL DESCRIPTION:**

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SAID TRACT CONTAINS 809 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LINE	LENGTH	BEARING
L1	55.87'	N00°42'49"W
L2	65.87'	S00°42'49"E

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/BUE CAP#22259 (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
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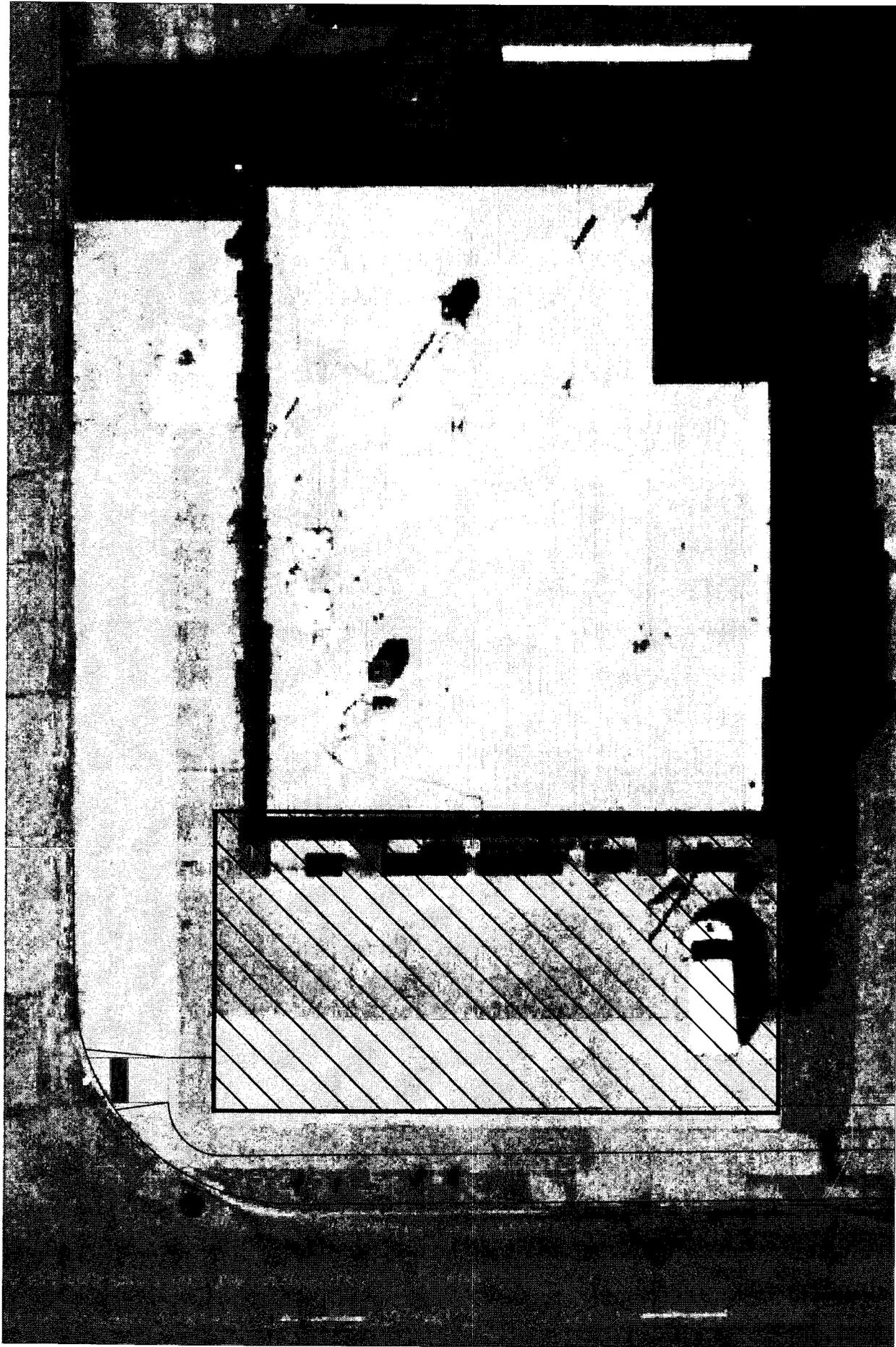
FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022



SHEET  
 1 OF 1



**CITY OF CEDAR FALLS  
TENANT PURCHASE AGREEMENT**

**Property Address: 2021 Main St.  
Parcel Number: 274  
Project Number: RC-000-3283**

**County Tax Parcel No: 891413333012  
Project Name: Main Street Reconstruction**

**THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Funk Group, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.**

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the Premises: See Attached Temporary Easement Plat Exhibit
2. The Premises specifically includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims under the terms of this Agreement and discharges Buyer from liability because of this Agreement and the construction of the above public improvement project.

Seller is tenant on the property of the following owner: CBJ Holdings, LLC ("Owner").

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of Two Hundred and NO/100 Dollars (\$200.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity.
4. Seller grants to the City a temporary construction easement as shown on the attached acquisition plat. Seller agrees to execute a Tenant Temporary Construction Easement Agreement, a copy of which is attached hereto.
5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises as set forth in this Agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. The interests conveyed in this Agreement are granted only to the extent of and only for the duration of Seller's leasehold interest in the Premises.
7. This Agreement shall apply to and bind the assigns and successors in interest of the Seller.
8. The Premises shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
9. This written Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
10. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the Premises, except: \_\_\_\_\_
11. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: Funk Group, LLC

Mark Funk 7/19/2022  
Date Date

By: Mark Funk By: \_\_\_\_\_

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

State of Iowa

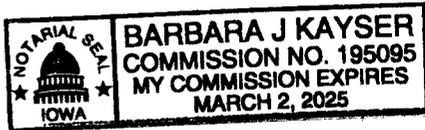
County of Black Hawk

This record was acknowledged before me on the 19 day of July, 2022, by Mark Funk

as Manager of Funk Group, LLC

Barbara Kayser  
Signature of notarial officer

March 2, 2025  
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 274-T

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 MAIN STREET RECONSTRUCTION  
 2021 MAIN STREET  
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**PROPERTY OWNER:**

CBJ HOLDINGS, LLC  
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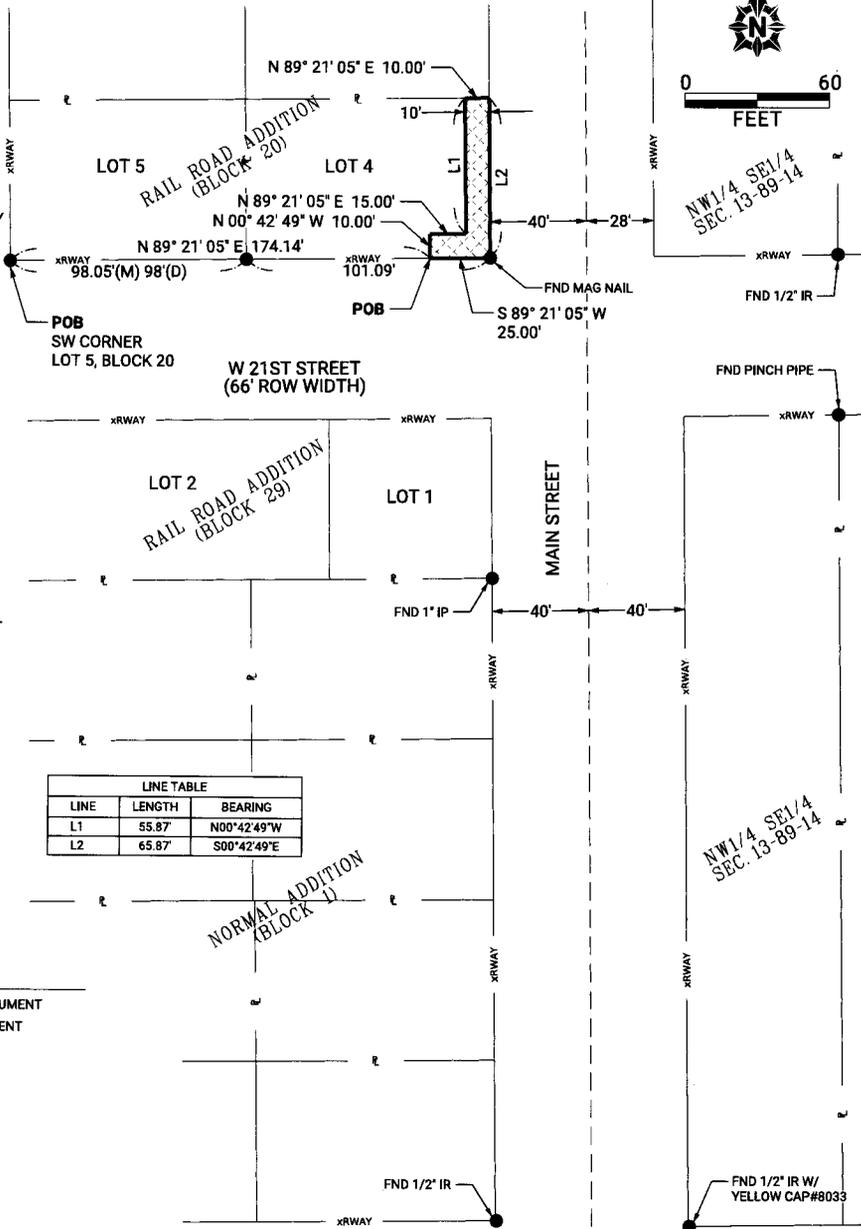
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- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022



SHEET  
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## **TENANT TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Funk Group, LLC ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

9. Sellers shall have access to utilize the parking spaces depicted in Exhibit "A" attached (the "Parking Spaces"), even though such Parking Spaces are located within the Easement Area, during all times except when needed by the City for construction work (including tear-out, grading, forming, pouring, finishing and all other associated construction work) related to the public sidewalk and the driveway access in the immediate vicinity of such Parking Spaces. The City agrees to provide timely advance

notice to the Sellers, which notice shall not be less than 48 hours, of the date of commencement of construction work. It shall be the duty of the Sellers to notify those using the Parking Spaces with the consent of the Sellers of the commencement of construction work based upon the notice provided to the Sellers by the City. The City assumes no responsibility for providing any notice to any person other than as stated herein. Should any of the Parking Spaces be utilized at any time during construction work after notice by the City as provided for herein, the City reserves the right in the City's sole discretion to clear the Parking Spaces at the Sellers' cost. The City further agrees to provide notice to the Sellers as soon as construction work is completed at which time the Parking Spaces may be utilized again. Construction work is not expected to last more than 14 days absent unavoidable delays.

GRANTOR: Funk Group, LLC

By: Mark Funk

Name: Mark Funk

Title: Manager

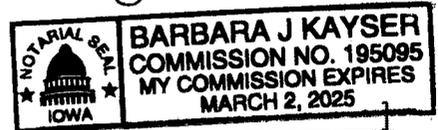
State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 19th day of July, 2022, by Mark Funk, as Manager of Funk Group, LLC.

Barbara Kayser  
Signature of notarial officer

Stamp



Title of Office

[My commission expires: March 2, 2025]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 274-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 2021 MAIN STREET  
 PARCEL 274

**PROPERTY OWNER:**

CBJ HOLDINGS, LLC  
 2110 FLYNN DRIVE  
 CEDAR FALLS, IA 50613  
 FILE NO. 2016-00011208

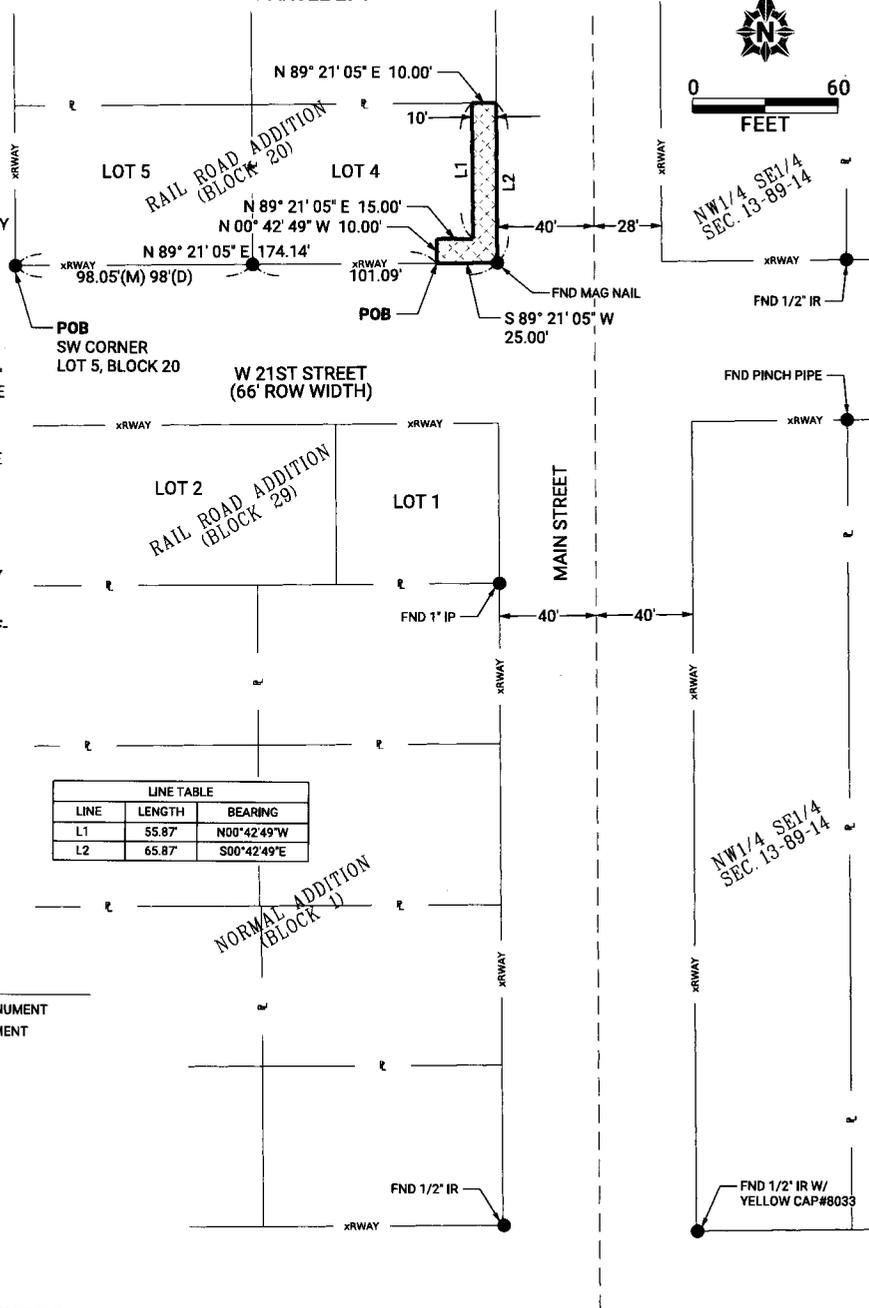
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 4, BLOCK 20 OF RAIL ROAD ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 20 OF SAID RAIL ROAD ADDITION, THENCE NORTH 89° 21' 05" EAST, 174.14 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF W 21ST STREET TO THE POINT OF BEGINNING; THENCE NORTH 00° 42' 49" WEST, 10.00 FEET; THENCE NORTH 89° 21' 05" EAST, 15.00 FEET; THENCE NORTH 00° 42' 49" WEST, 55.87 FEET TO THE NORTH LINE OF SAID LOT 4, BLOCK 20; THENCE NORTH 89° 21' 05" EAST, 10.00 FEET ALONG SAID NORTH LINE TO THE WEST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE SOUTH 00° 42' 49" EAST, 65.87 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 89° 21' 05" WEST, 25.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 809 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" ROD W/BUE CAP#22259 (UNLESS NOTED)
- SET 1/2" ROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- ℓ - PROPERTY LINE

TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

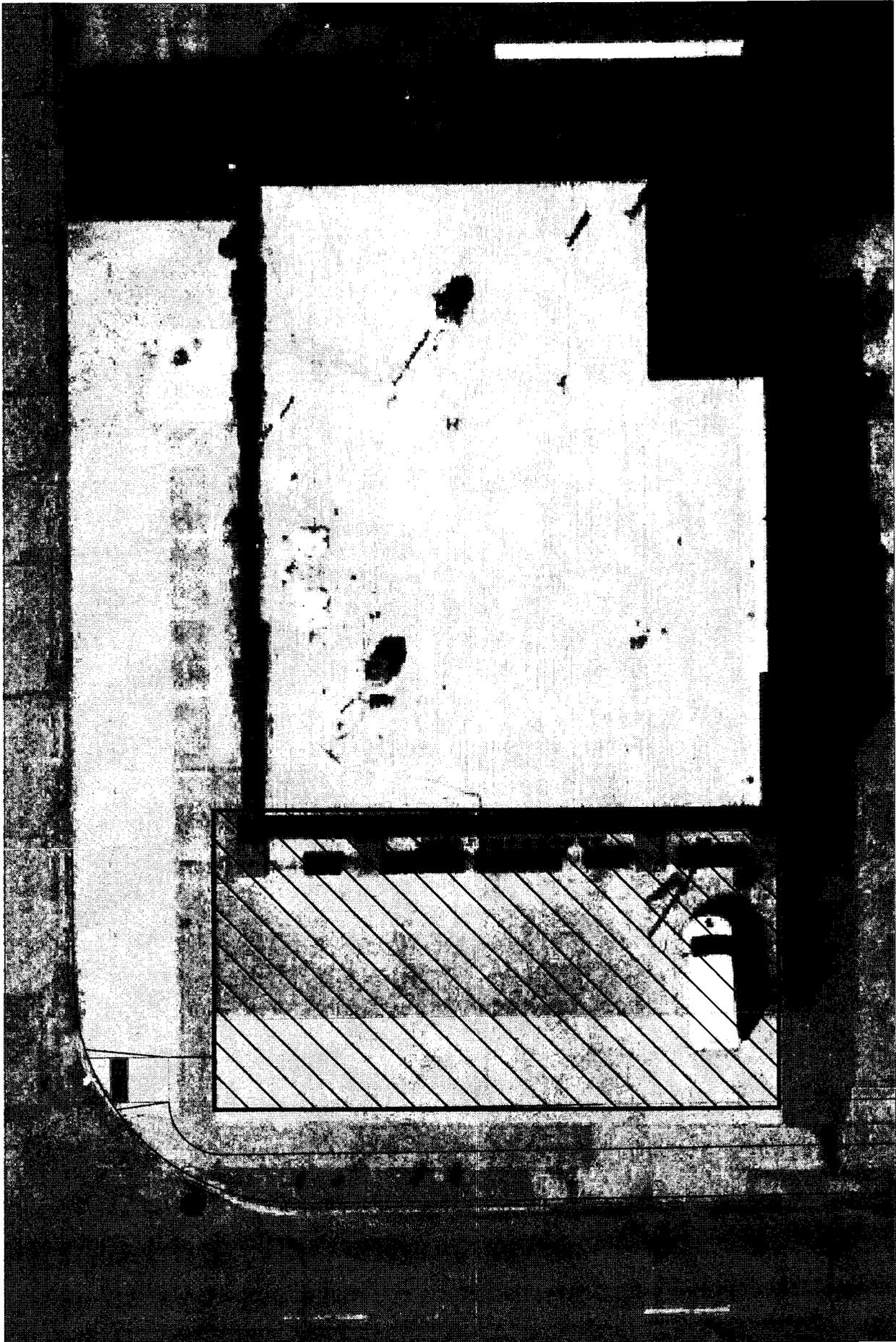
**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022



**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 2109 Main St.  
Parcel Number: 280  
Project Number: RC-000-3283**

**County Tax Parcel No: 891413337004  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Bonita M. Refshauge, a single person, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1,750.00	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ 1,750.00	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	1322	sq. ft.	\$ 1,750.00
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Other			\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

x Bonita M. Refshauge 05-05-22 X \_\_\_\_\_  
 Bonita M. Refshauge Date Date

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 5 day of May, 2022, by  
Bonita M. Refshauge

Brianna Keene  
 Signature of notarial officer

June 1, 2023  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 280-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 280

**PROPERTY OWNER:**

REFSHAUGE, BONITA M.  
 2109 MAIN STREET  
 CEDAR FALLS, IA 50613  
 BOOK 652, PAGE 125

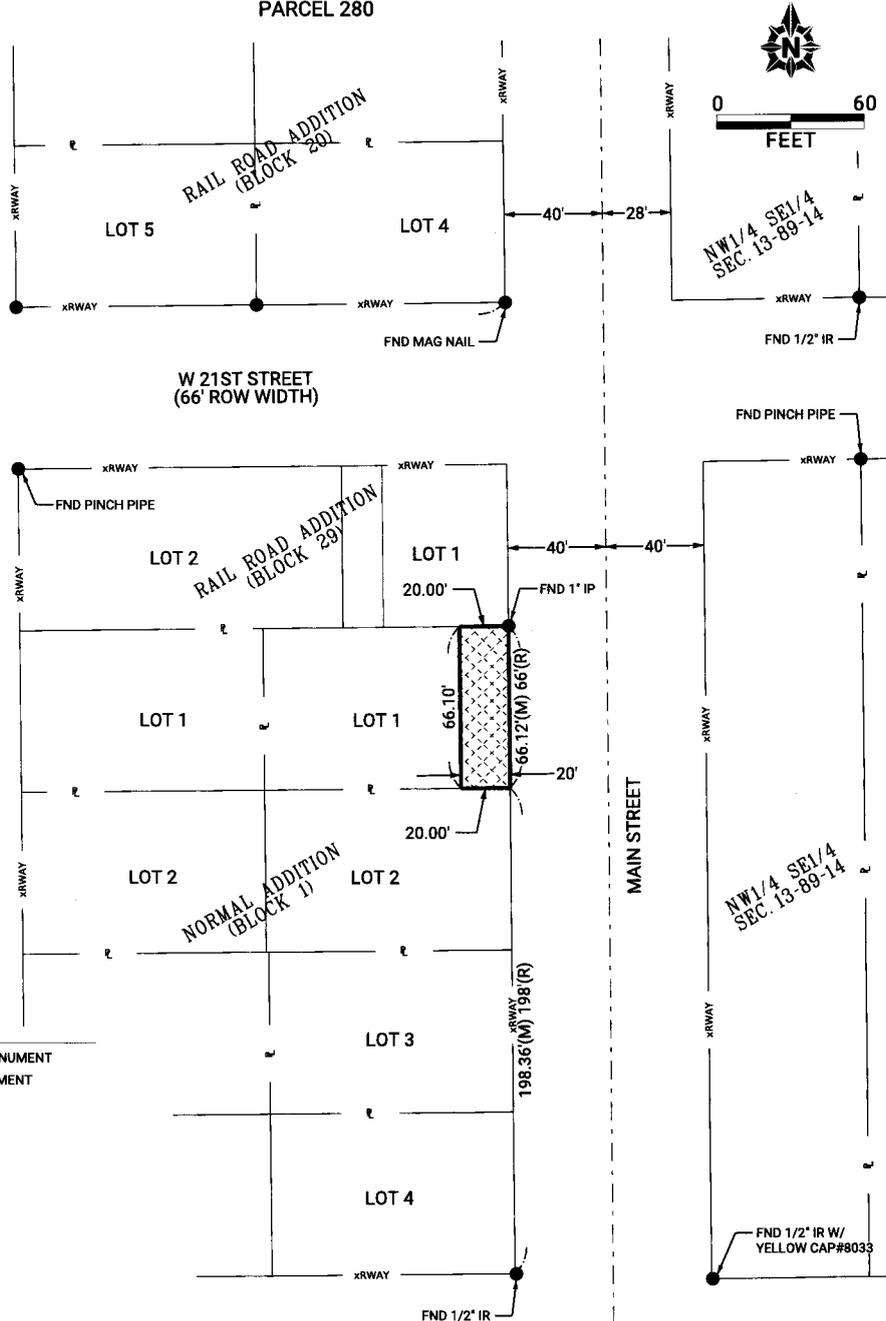
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 1 OF NORMAL ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 112 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 20.00 FEET OF LOT 1, BLOCK 1 OF SAID NORMAL ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,322 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/BBLUE CAP#22259 (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- r- PROPERTY LINE
- [Shaded Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

**SHEET**  
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Bonita M. Refshauge, a single person ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR:

X Bonita M. Refshauge  
Bonita M. Refshauge

X \_\_\_\_\_

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 5 day of May,  
2022, by Bonita M. Refshauge, Grantor.

Brianna Keeney  
Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 280-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 280

**PROPERTY OWNER:**

REFSHAUGE, BONITA M.  
 2109 MAIN STREET  
 CEDAR FALLS, IA 50613  
 BOOK 652, PAGE 125

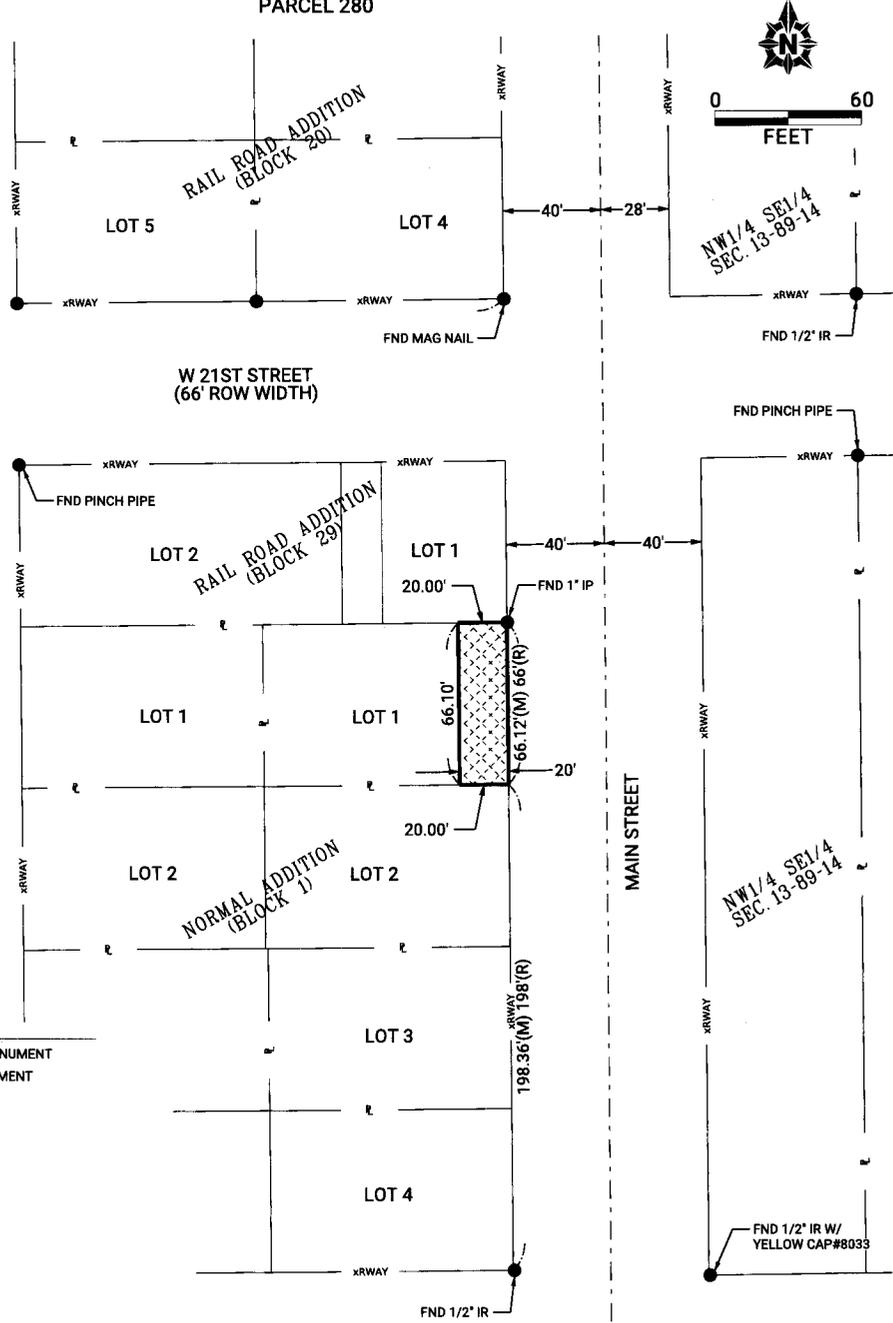
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 1 OF NORMAL ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 112 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 20.00 FEET OF LOT 1, BLOCK 1 OF SAID NORMAL ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,322 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/BLUE CAP#22259 (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02    DATE: 6/19/2022



**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 • Phone: 319-365-9565 •

**SHEET**  
 1 OF 1

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 2115 Main St.  
Parcel Number: 281  
Project Number: RC-000-3283**

**County Tax Parcel No: 891413337006  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Southgate Properties, L.C., an Iowa limited liability company, Seller, and the City of Cedar  
Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>2,185.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>2,185.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>1,653</u> sq. ft.	<u>\$ 2,185.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

---

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

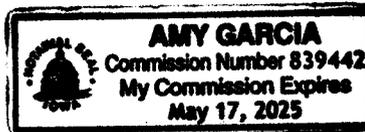
SELLER:

Southgate Properties, L.C.

X *[Signature]* 7-18-22 X  
 By: *Benjamin Gerdes III* Date  
 Title: *owner*

X \_\_\_\_\_ X  
 By: \_\_\_\_\_ Date  
 Title: \_\_\_\_\_

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 18 day of July, 2022, by Benjamin Gerdes III as owner of Southgate Properties, L.C.

*[Signature]*  
 Signature of notarial officer

May 17, 2025  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 281-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 2115 MAIN STREET  
 PARCEL 281

**PROPERTY OWNER:**

SOUTHGATE PROPERTIES, LC  
 P.O. BOX 551  
 CEDAR FALLS, IA 50613  
 BOOK 682, PAGE 909

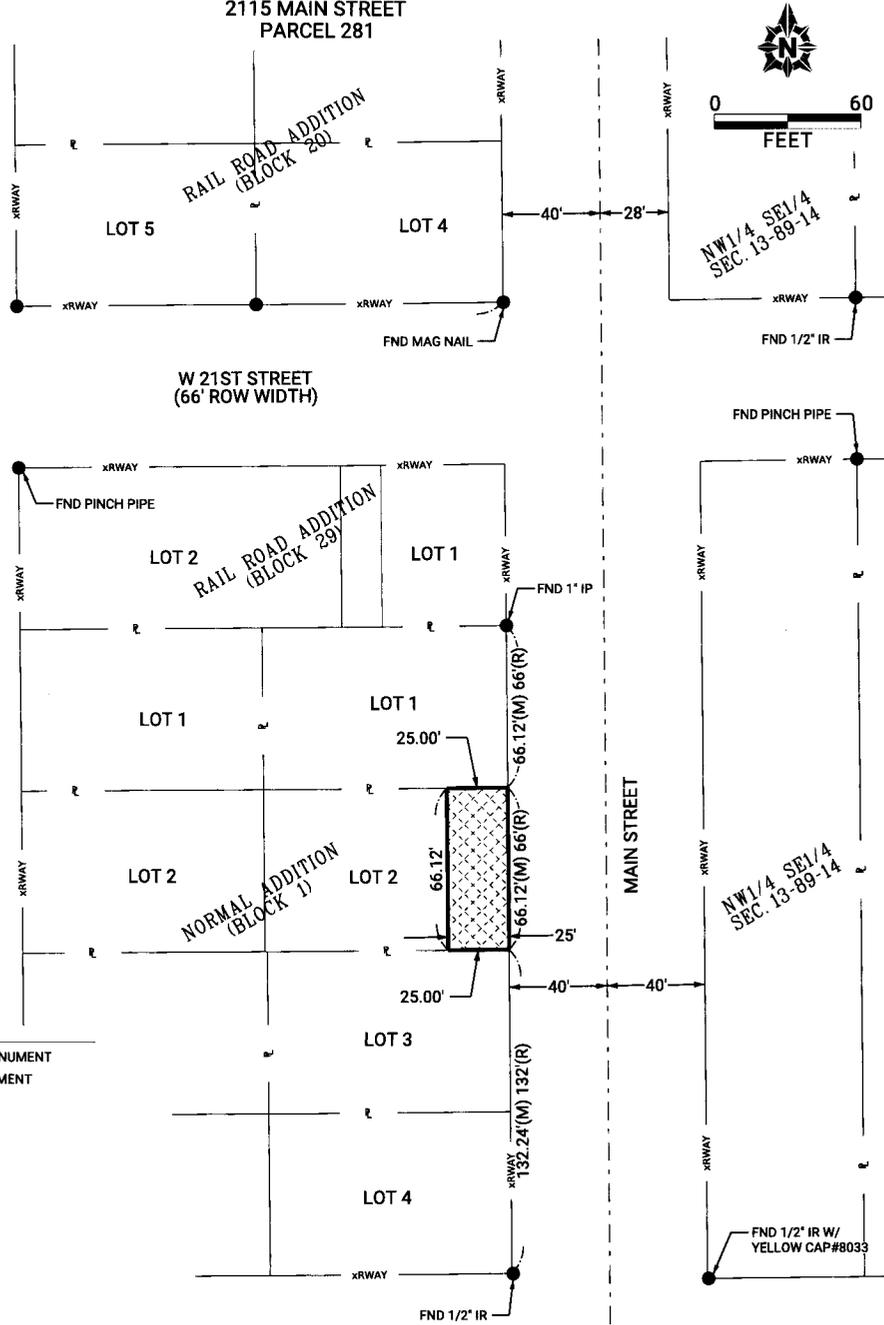
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 2, BLOCK 1 OF NORMAL ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 112 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 25.00 FEET OF LOT 2, BLOCK 1 OF SAID NORMAL ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,653 SQUARE FEET OR 0.04 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
  - △ SET SECTION CORNER MONUMENT
  - FOUND 1/2" REROD W/BLLUE CAP#22259 (UNLESS NOTED)
  - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
  - (M) MEASURED DIMENSION
  - (R) RECORDED DIMENSION
  - (D) DEEDED DIMENSION
  - I.R. IRON ROD
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  - - - SECTION LINE
  - xRWAY- RIGHT-OF-WAY LINE
  - - - EXISTING LOT LINE
  - - - PROPERTY LINE
  - [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Southgate Properties, L.C., an Iowa limited liability company (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Southgate Properties L.C.

X Benjamin P. Gordes II 7-18-22

By: Benjamin P. Gordes II Date

Title: owner

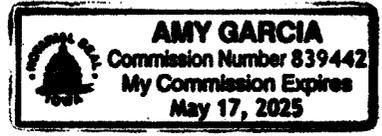
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By: \_\_\_\_\_

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

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 18 day of July, 2022, by Benjamin Gordes II, as Owner of Southgate Properties, L.C.

[Signature]  
Signature of notarial officer

Stamp

[ Towa Notary ]  
Title of Office

[My commission expires: May 17, 2025]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 281-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 2115 MAIN STREET  
 PARCEL 281

**PROPERTY OWNER:**

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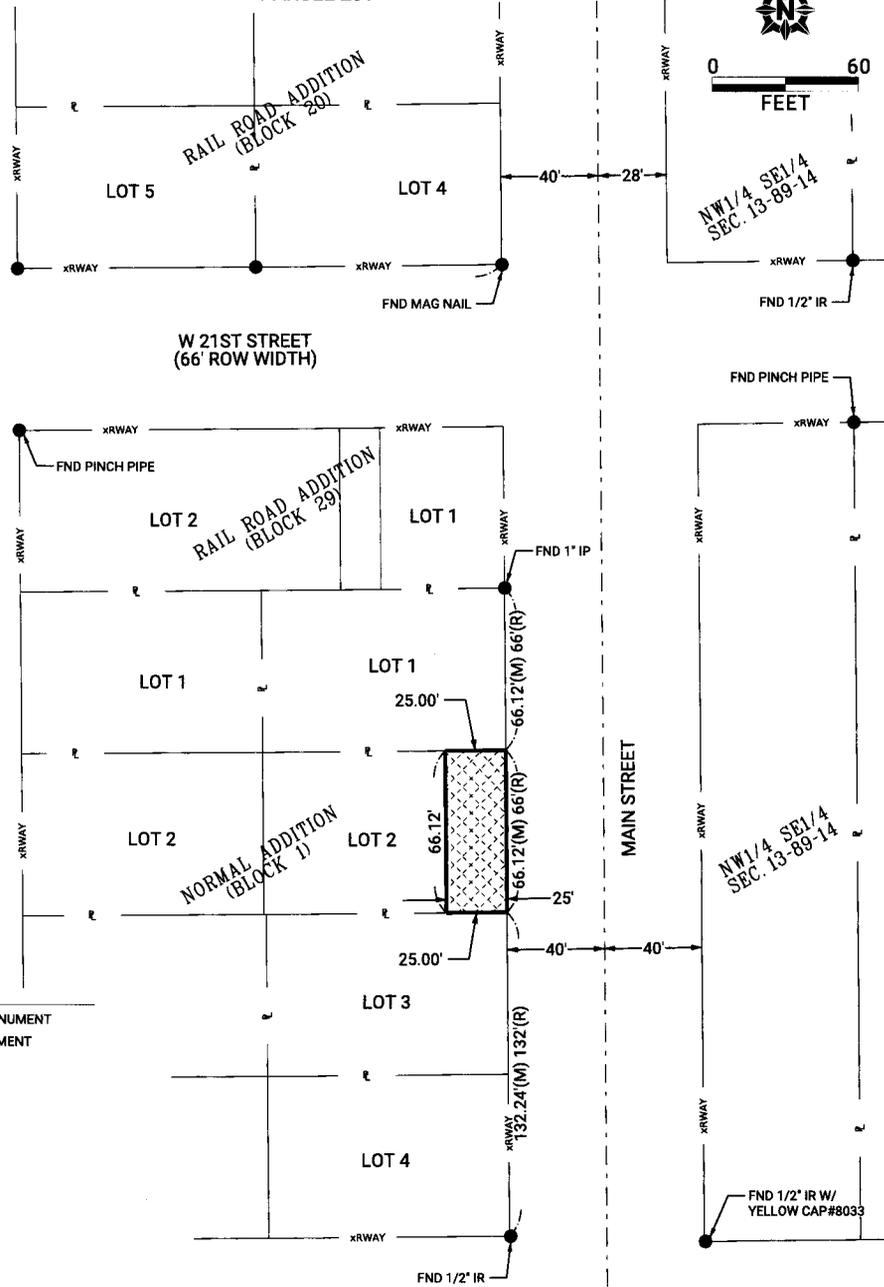
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- xRWAY- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
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FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 2121 Main St.  
Parcel Number: 282  
Project Number: RC-000-3283

County Tax Parcel No: 891413337008  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Jerry W. Hahn and Bonnie K. Hicks, N/K/A Bonnie K. Hahn, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 2,185.00	on possession and conveyance	60 days after Buyer approval
\$ 2,185.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	1,653 sq. ft.	\$ 2,185.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

---

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Jerry W. Hahn 7/21/22 Date X Bonnie K. Hicks N/K/A Bonnie K. Hahn 7-21-22 Date

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 21 day of July, 2022, by Jerry W. Hahn, Bonnie K. Hahn

Brianna Keeneey  
 Signature of notarial officer

June 1, 2023  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 282-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 2121 MAIN STREET  
 PARCEL 282

**PROPERTY OWNER:**

HAHN, JERRY W.  
 HICKS, BONNIE K.  
 5821 WAVERLY ROAD  
 CEDAR FALLS, IA 50613

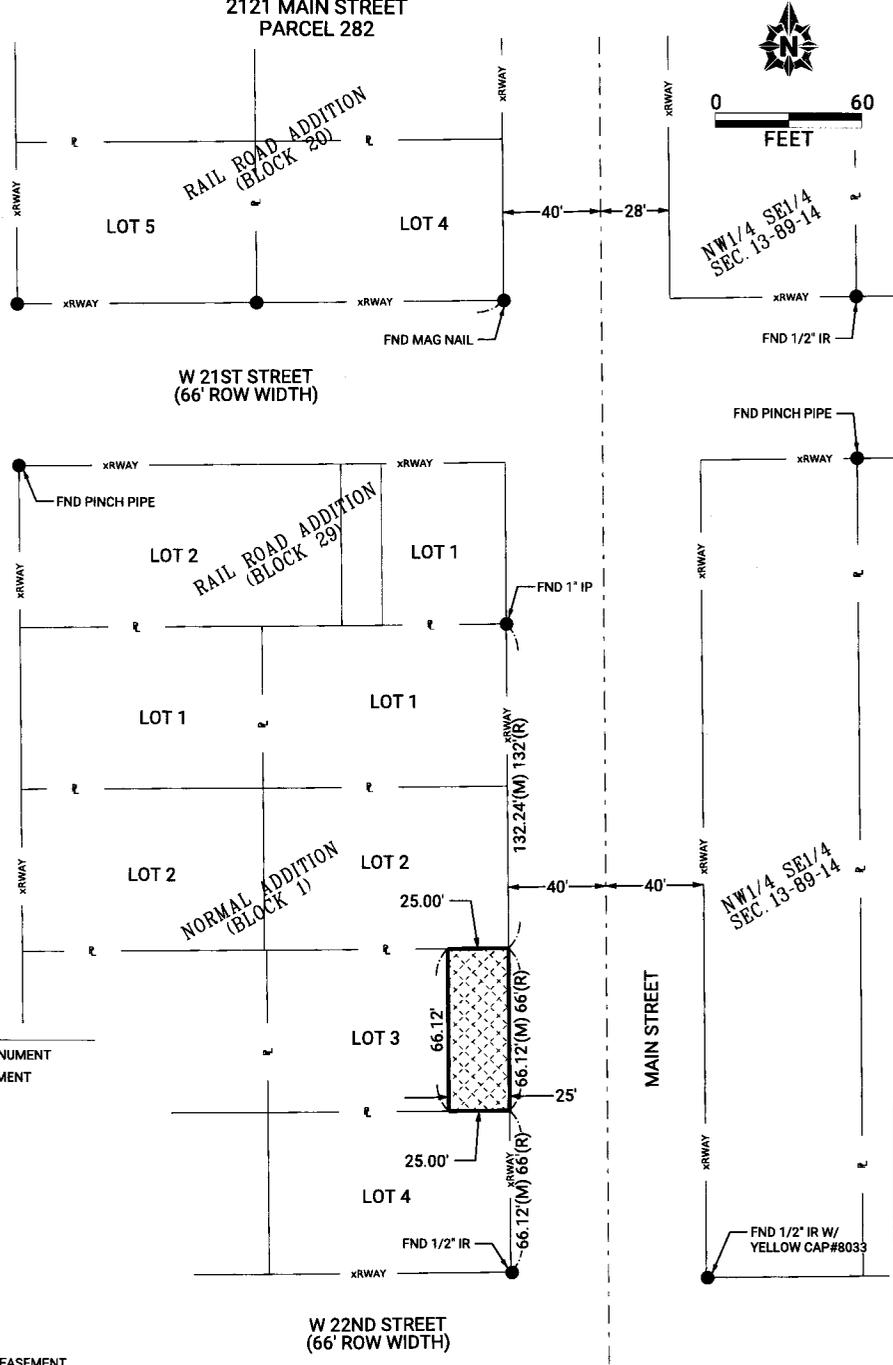
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  - [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022



**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

**SHEET**  
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Jerry W. Hahn and Bonnie K. Hicks, N/K/A Bonnie K. Hahn, husband and wife (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

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7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

X Jerry W. Hahn  
Jerry W. Hahn

X Bonnie K. Hahn  
Bonnie K. Hicks  
N/K/A Bonnie K. Hahn

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 21 day of July, 2022, by Jerry W. Hahn, Bonnie K. Hahn, Grantors.

Brianna Keeneey  
Signature of notarial officer

Stamp

[Iowa notary]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
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City Clerk

State of \_\_\_\_\_ )

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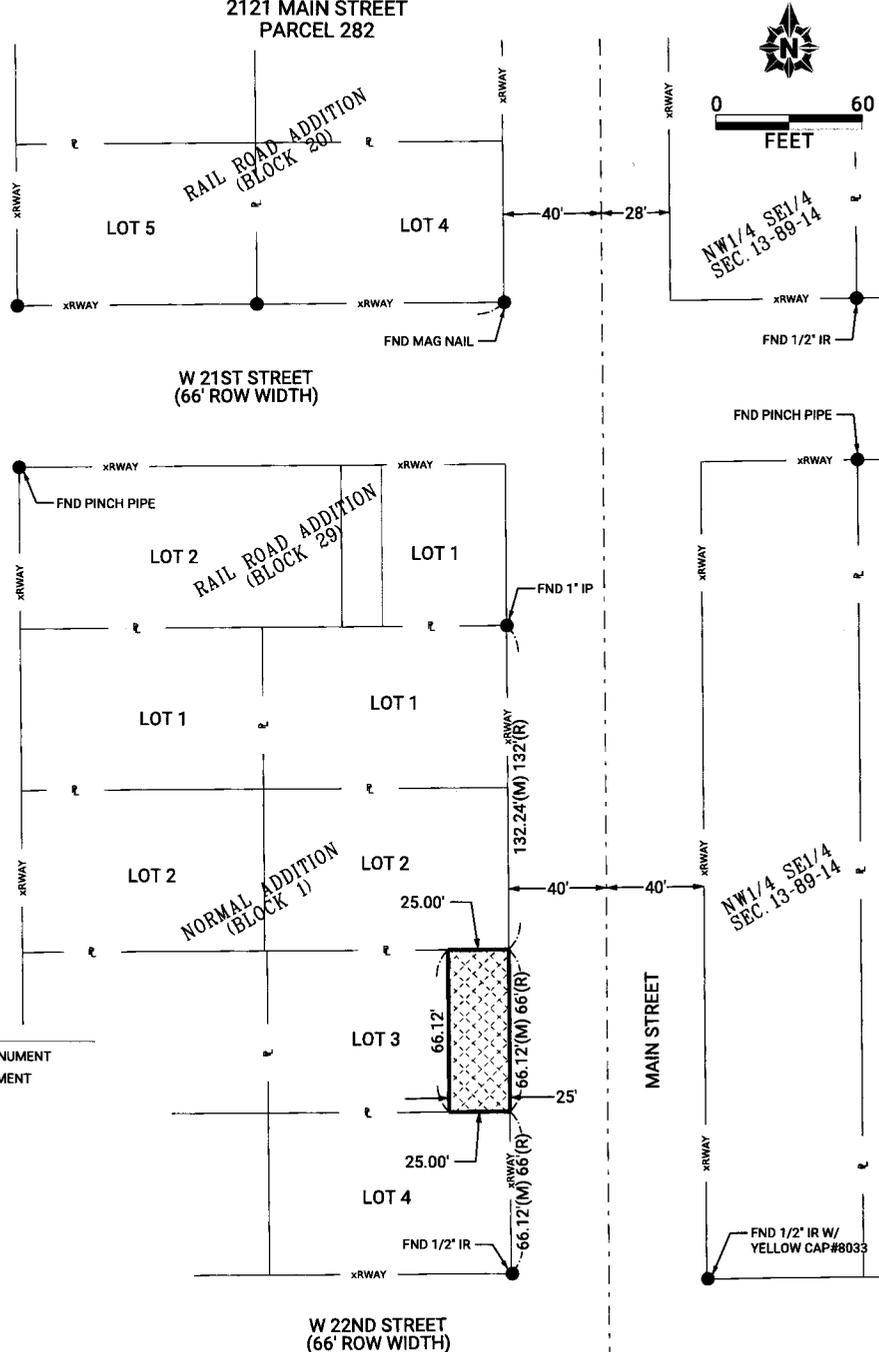
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**Foth Infrastructure & Environment, LLC**  
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SHEET  
 1 OF 1

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 2203 Main St.  
Parcel Number: 288  
Project Number: RC-000-3283**

**County Tax Parcel No: 891413341002  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Donald L. Jacobson, a single person, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>3,465.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>3,465.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	<u>2,622</u>	sq. ft.	<u>\$ 3,465.00</u>
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Other			\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
  - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
  - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
  - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
- 
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
  - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Donald L. Jacobson 7/6/22 X  
 Donald L. Jacobson Date Date

State of Iowa  
 County of Blackhawk



This record was acknowledged before me on the 6 day of July, 2022, by  
Donald L. Jacobson

Amy Garcia  
 Signature of notarial officer

May 17, 2025  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 288-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 PARCEL 288

**PROPERTY OWNER:**

JACOBSON, DONALD L.  
 2203 MAIN STREET  
 CEDAR FALLS, IA 50613  
 BOOK 665, PAGE 99

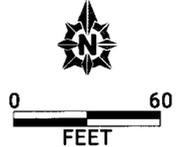
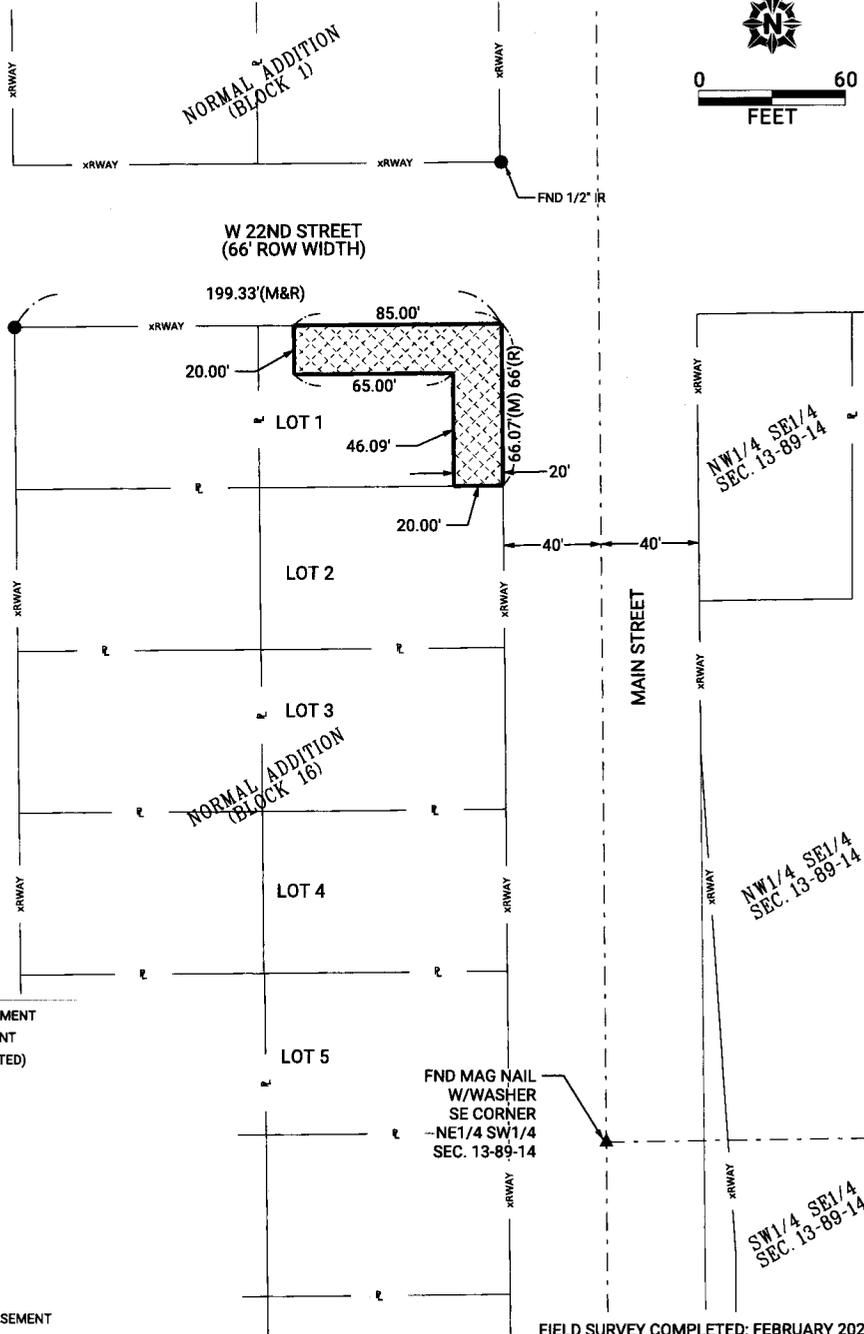
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 16 OF NORMAL ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 112 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 20.00 FEET AND THE EAST 85.00 FEET OF THE NORTH 20.00 FEET OF LOT 1, BLOCK 16 OF SAID NORMAL ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 2,622 SQUARE FEET OR 0.06 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" RED OD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- XXXXXX TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 ♦ Phone: 319-365-9565 ♦

SHEET  
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Donald L. Jacobson, a single person ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

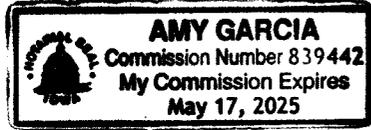
GRANTOR:

Donald L. Jacobson  
Donald L. Jacobson

\_\_\_\_\_

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 6 day of July,  
2022 by Donald L. Jacobson, Grantor.

Amy Garcia  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[My commission expires: may 17, 2025]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 288-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 288

**PROPERTY OWNER:**

JACOBSON, DONALD L.  
2203 MAIN STREET  
CEDAR FALLS, IA 50613  
BOOK 665, PAGE 99

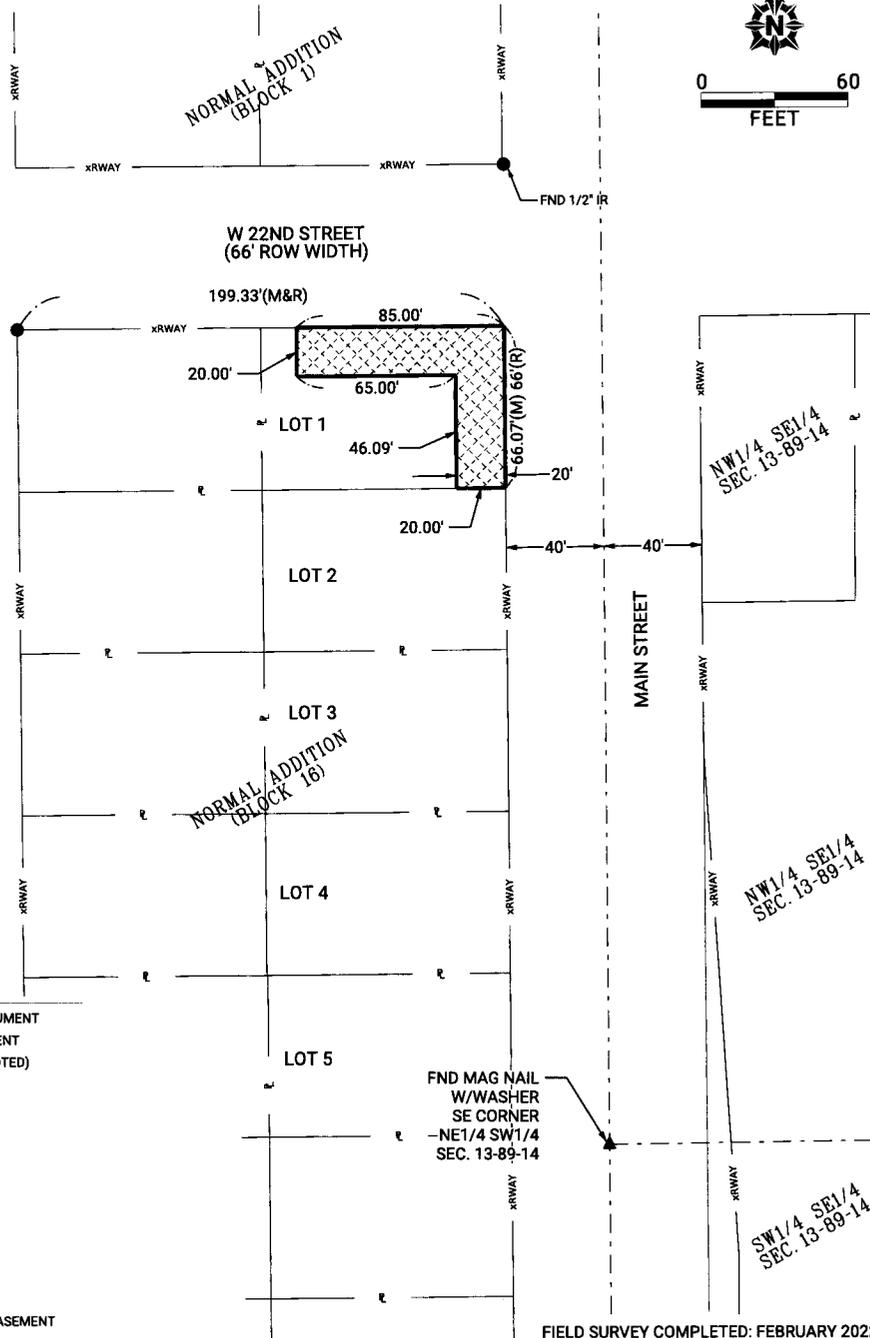
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 16 OF NORMAL ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 112 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 20.00 FEET AND THE EAST 85.00 FEET OF THE NORTH 20.00 FEET OF LOT 1, BLOCK 16 OF SAID NORMAL ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 2,622 SQUARE FEET OR 0.06 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" FEROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
• Phone: 319-365-9565 •

SHEET  
1 OF 1

### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2205 Main St.  
Parcel Number: 289  
Project Number: RC-000-3283

County Tax Parcel No: 891413341004  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Alvin E. Coulthard and Verla F. Coulthard, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,505.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,505.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	<u>1140</u>	sq. ft.	_____	\$ <u>1,505.00</u>
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

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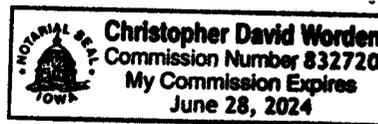
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X deceased  
Alvin E. Coulthard \_\_\_\_\_ Date

X Verla Coulthard 3-10-22  
Verla F. Coulthard \_\_\_\_\_ Date



State of Iowa

County of Black Hawk

This record was acknowledged before me on the 10 day of March, 2022, by  
Christopher David Worden (CBW) Verla Coulthard

[Signature]  
Signature of notarial officer

06/28/2022  
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 289-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 289

**PROPERTY OWNER:**

COULTHARD, ALVIN E.  
COULTHARD, VERLA F.  
2205 MAIN STREET  
CEDAR FALLS, IA 50613

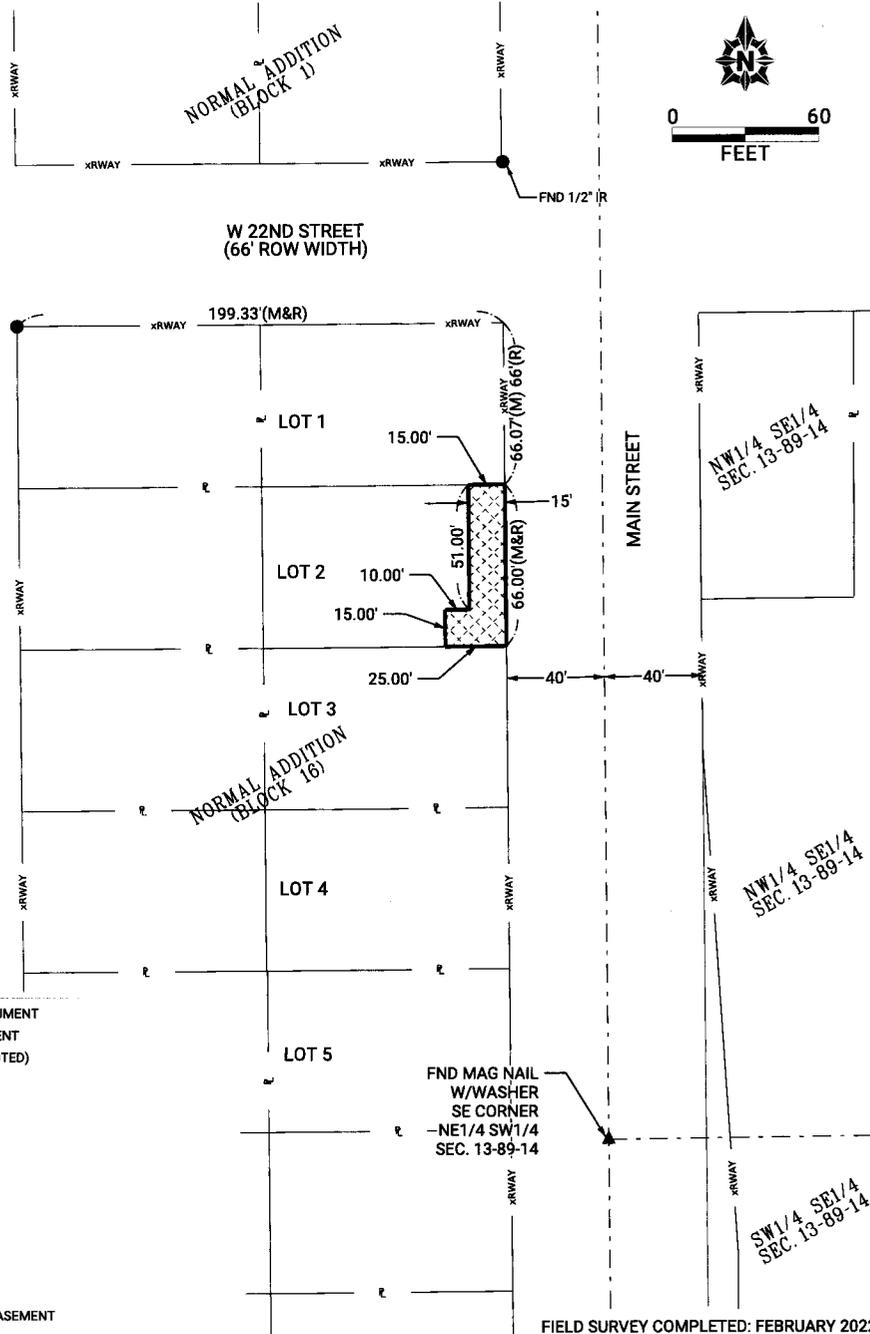
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 2, BLOCK 16 OF NORMAL ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 112 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 15.00 FEET AND THE EAST 25.00 FEET OF THE SOUTH 15.00 FEET OF LOT 2, BLOCK 16 OF SAID NORMAL ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,140 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
• Phone: 319-365-9565 •

SHEET  
1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Alvin E. Coulthard and Verla F. Coulthard, husband and wife (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

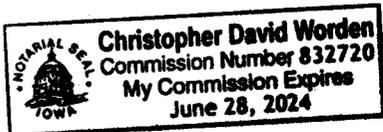
X deceased  
Alvin E. Coulthard

X Verla Coulthard  
Verla F. Coulthard

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 10<sup>th</sup> day of March,  
2023, by ~~Christopher David Worden~~ Verla Coulthard, Grantors.



[Signature]  
Signature of notarial officer

Stamp

[Notary]  
Title of Office

[My commission expires: 06/28/2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 289-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 289

**PROPERTY OWNER:**

COULTHARD, ALVIN E.  
COULTHARD, VERLA F.  
2205 MAIN STREET  
CEDAR FALLS, IA 50613

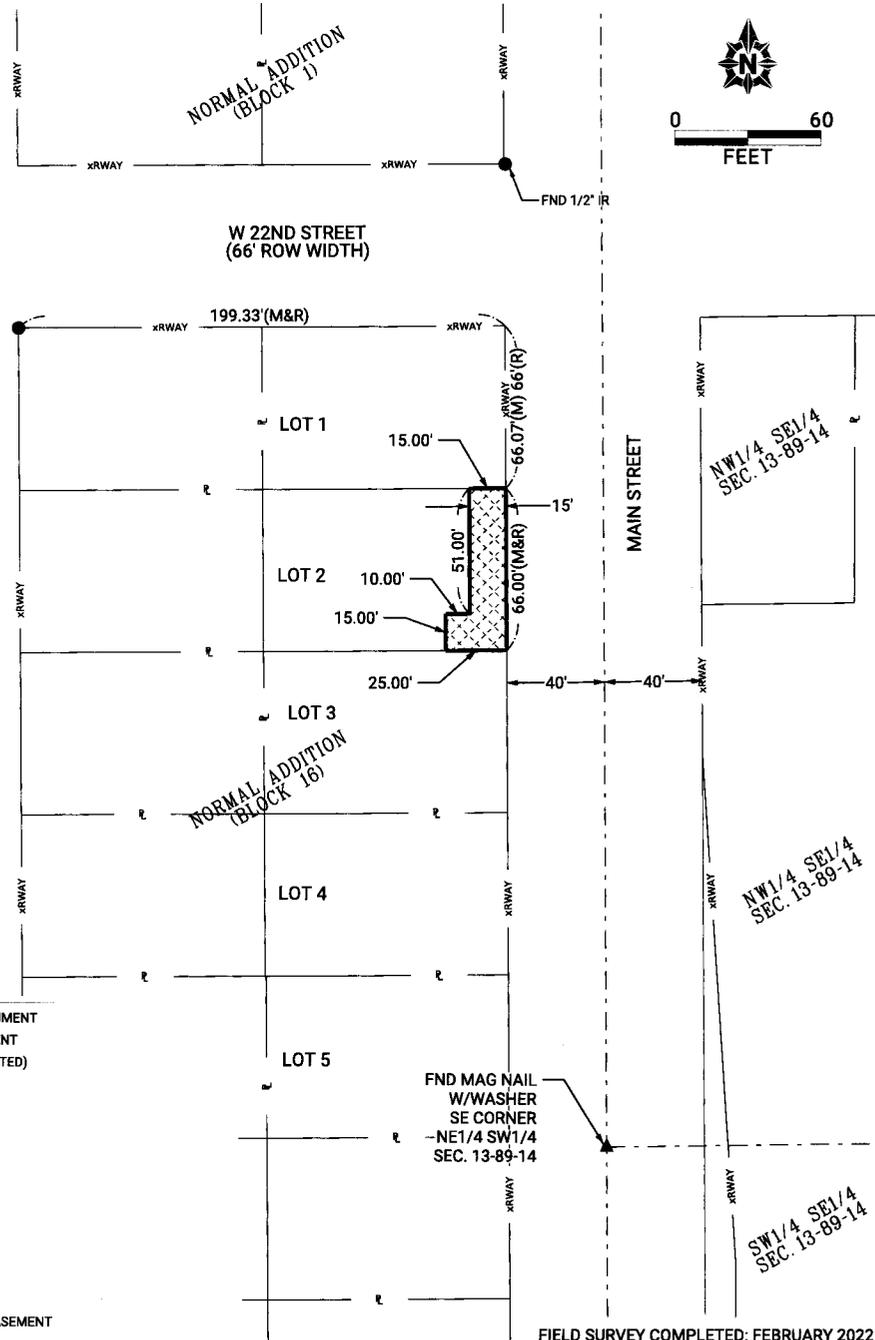
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 2, BLOCK 16 OF NORMAL ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 112 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 15.00 FEET AND THE EAST 25.00 FEET OF THE SOUTH 15.00 FEET OF LOT 2, BLOCK 16 OF SAID NORMAL ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,140 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- x- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- t- PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600

**Foth**  
Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
Phone: 319-365-9565

SHEET  
1 OF 1

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 2303 Main St.  
Parcel Number: 293  
Project Number: RC-000-3283**

**County Tax Parcel No: 891413341012  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_,  
by and between CV Properties II, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,375.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,375.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>660</u> sq. ft.	<u>\$ 875.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other (Tree)		<u>\$ 500.00</u>

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

CV Properties II, LLC

X Ryan J Kriener 2-23-22  
 By: Ryan J Kriener Date  
 Title: Managing Member

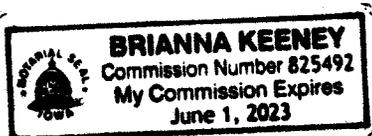
X \_\_\_\_\_ Date  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

State of Iowa  
 County of Black Hawk

This record was acknowledged before me on the 23 day of February, 2022, by Ryan Kriener as Managing Member of CV Properties II LLC.

Brianna Keeney  
 Signature of notarial officer

June 1, 2023  
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 293-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 2303 MAIN STREET  
 PARCEL 293

**PROPERTY OWNER:**

CV PROPERTIES II, LLC  
 P.O. BOX 128  
 CEDAR FALLS, IA 50613  
 FILE NO. 2013-00006947

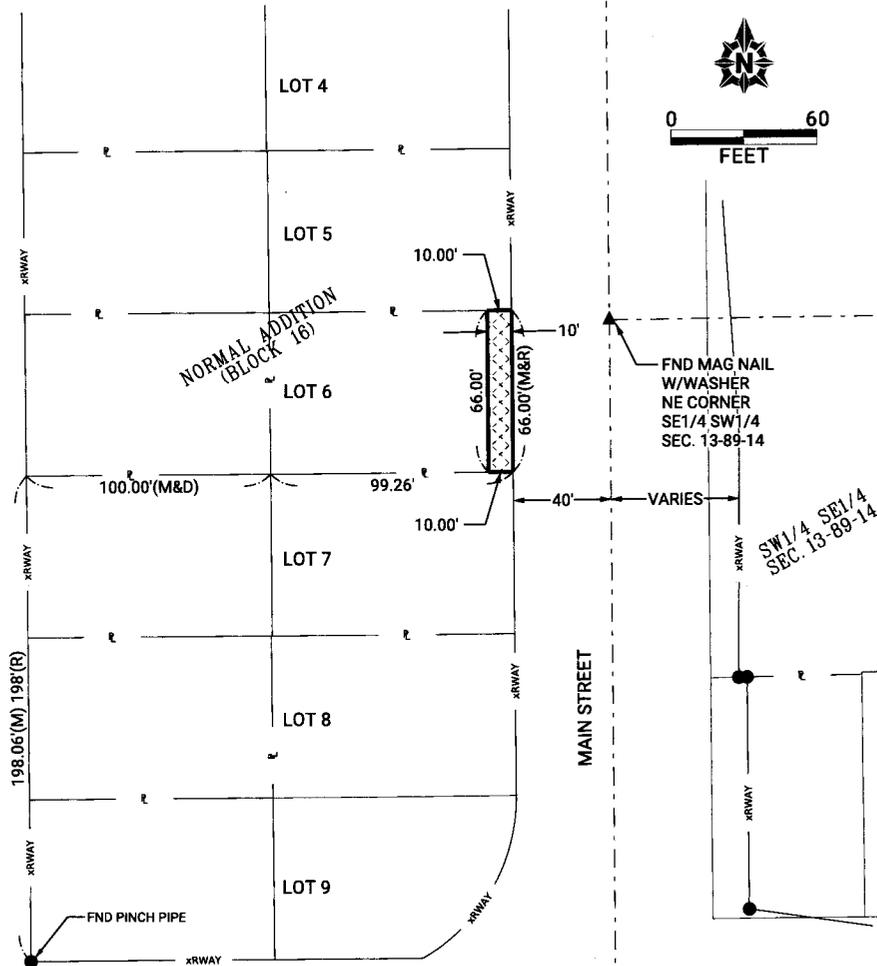
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 6, BLOCK 16 OF NORMAL ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 112 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF LOT 6, BLOCK 16 OF SAID NORMAL ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 660 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/YELLOW CAP#12086 (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

SEERLEY BOULEVARD  
 (99' ROW WIDTH)

AUDITOR'S PLAT NO. 11  
 SURVEY REPLECIMENT SURVEY  
 PLAT OF FILE NO. 2011-00015436

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by CV Properties II, LLC ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

CV Properties II, LLC

X Ryan J. Kriener 2-23-22  
Date

X \_\_\_\_\_  
Date

By: Ryan J. Kriener

By: \_\_\_\_\_

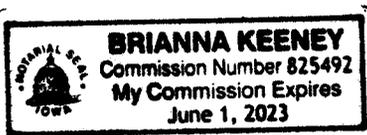
Title: Managing Member

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

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 23 day of February, 2022, by Ryan Kriener, as Managing Member of CV Properties II LLC.



Brianna Keene  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 293-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
2303 MAIN STREET  
PARCEL 293

**PROPERTY OWNER:**

CV PROPERTIES II, LLC  
P.O. BOX 128  
CEDAR FALLS, IA 50613  
FILE NO. 2013-00006947

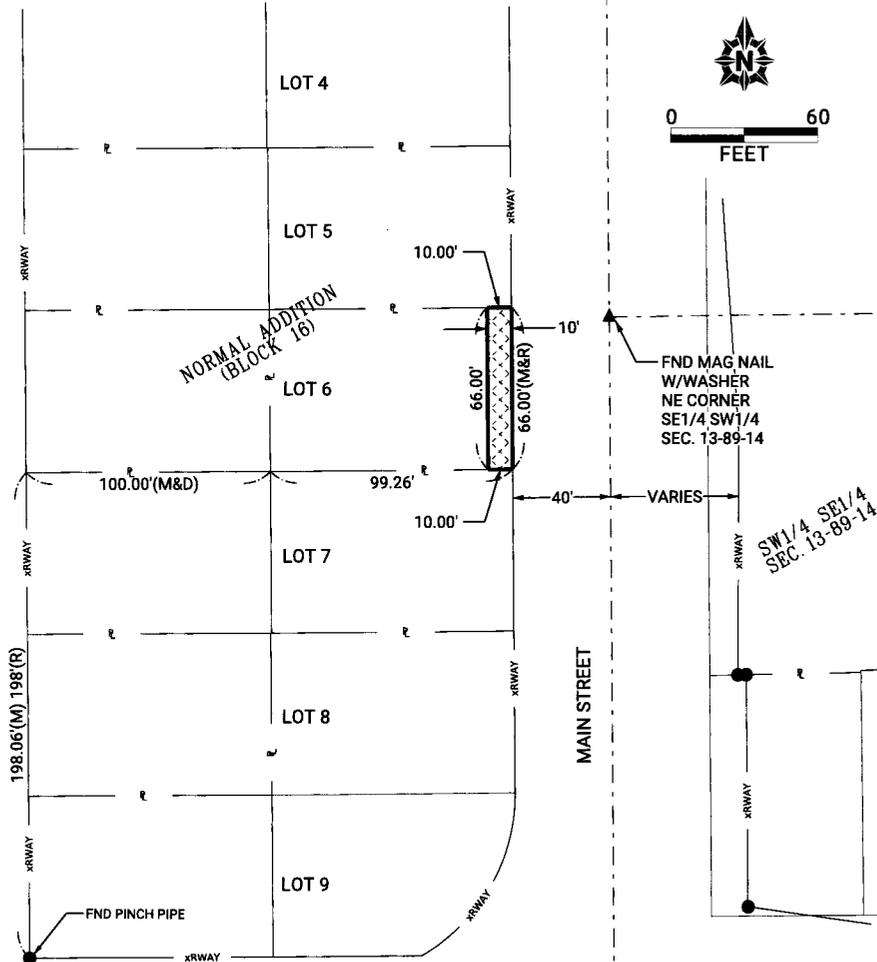
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THE EAST 10.00 FEET OF LOT 6, BLOCK 16 OF SAID NORMAL ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 660 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/YELLOW CAP#12086 (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- x- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

SEERLEY BOULEVARD  
(99' ROW WIDTH)

AUDITOR'S PLAT NO. 11  
PLAT OF SURVEY BY  
FILE NO. 2011-00013456

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600

**Foth**  
Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
Phone: 319-365-9565

SHEET  
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 2309 Main St.  
Parcel Number: 294  
Project Number: RC-000-3283**

**County Tax Parcel No: 891413341014  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_,  
by and between EMAAD, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,165.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,165.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>660</u> sq. ft.	<u>\$ 1,165.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
  - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
  - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
  - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
- 
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
  - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

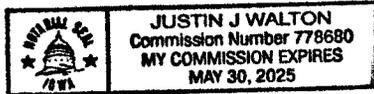
EMAAD, LLC

X Shahid W. Chatha 7/6/22 X  
 \_\_\_\_\_ Date \_\_\_\_\_ Date

By: SHAHID W. CHATHA By: \_\_\_\_\_

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

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 6<sup>th</sup> day of July, 2022, by  
Shahid Chatha as owner of EMAAD LLC.

[Signature]  
 Signature of notarial officer

5/30/2022  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 294-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 2309 MAIN STREET  
 PARCEL 294

**PROPERTY OWNER:**

EMAAD, LLC  
 4308 WYNNEWOOD DRIVE  
 CEDAR FALLS, IA 50613  
 FILE NO. 2013-00016202

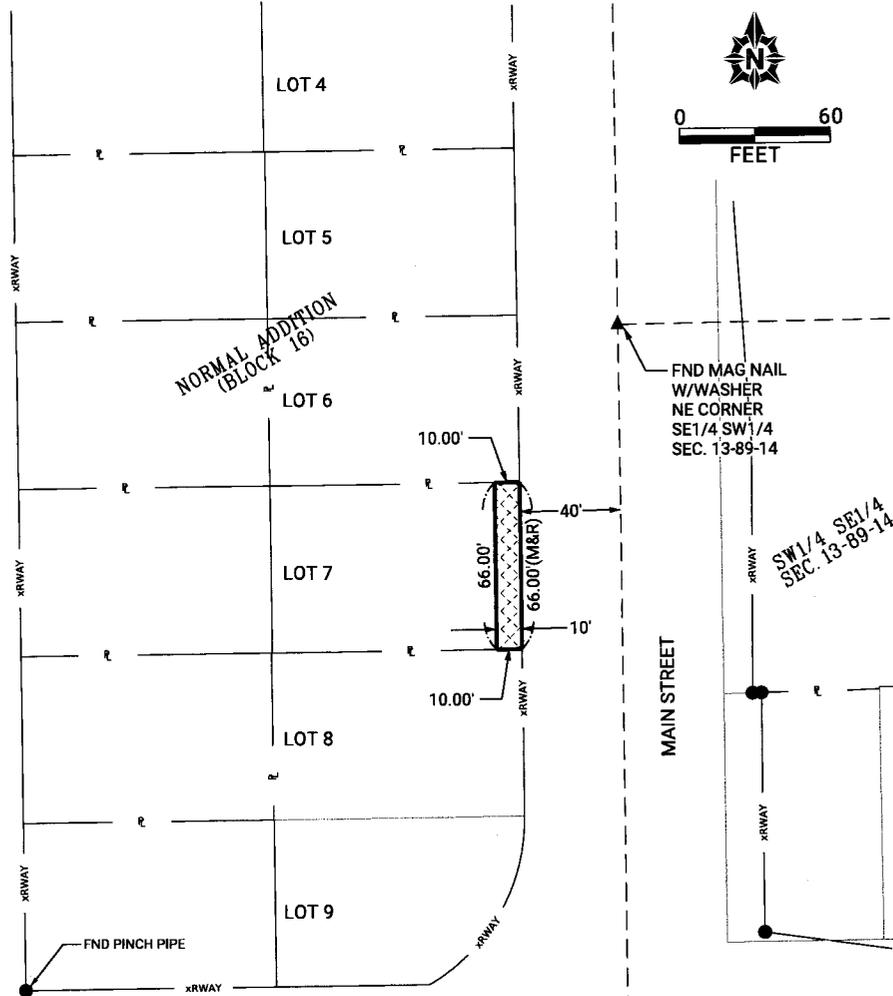
**LEGAL DESCRIPTION:**

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SAID TRACT CONTAINS 660 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/YELLOW CAP#12086 (UNLESS NOTED)
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- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
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- - - EXISTING LOT LINE
- ℓ - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

SEERLEY BOULEVARD  
 (99' ROW WIDTH)

AUDITOR'S PLAT NO. 11  
 PLAT OF SURVEY SUBSEQUENT SURVEY  
 FILE NO. 2011-00018438

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by EMAAD, LLC ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

EMAAD, LLC

X Shahid Chatha 7/6/22  
Date

X \_\_\_\_\_  
Date

By: SHAHID W. CHATHA

By: \_\_\_\_\_

Title: owner

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

State of Indiana )

County of Black Hawk )



This record was acknowledged before me on the 6<sup>th</sup> day of July,  
2022 by Shahid Chatha, as owner of  
EMAAD, LLC.

Justin J. Walton  
Signature of notarial officer

Stamp

[ Indiana Notary ]  
Title of Office

[My commission expires: 5/30/2022]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 294-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 2309 MAIN STREET  
 PARCEL 294

**PROPERTY OWNER:**

EMAAD, LLC  
 4308 WYNNEWOOD DRIVE  
 CEDAR FALLS, IA 50613  
 FILE NO. 2013-00016202

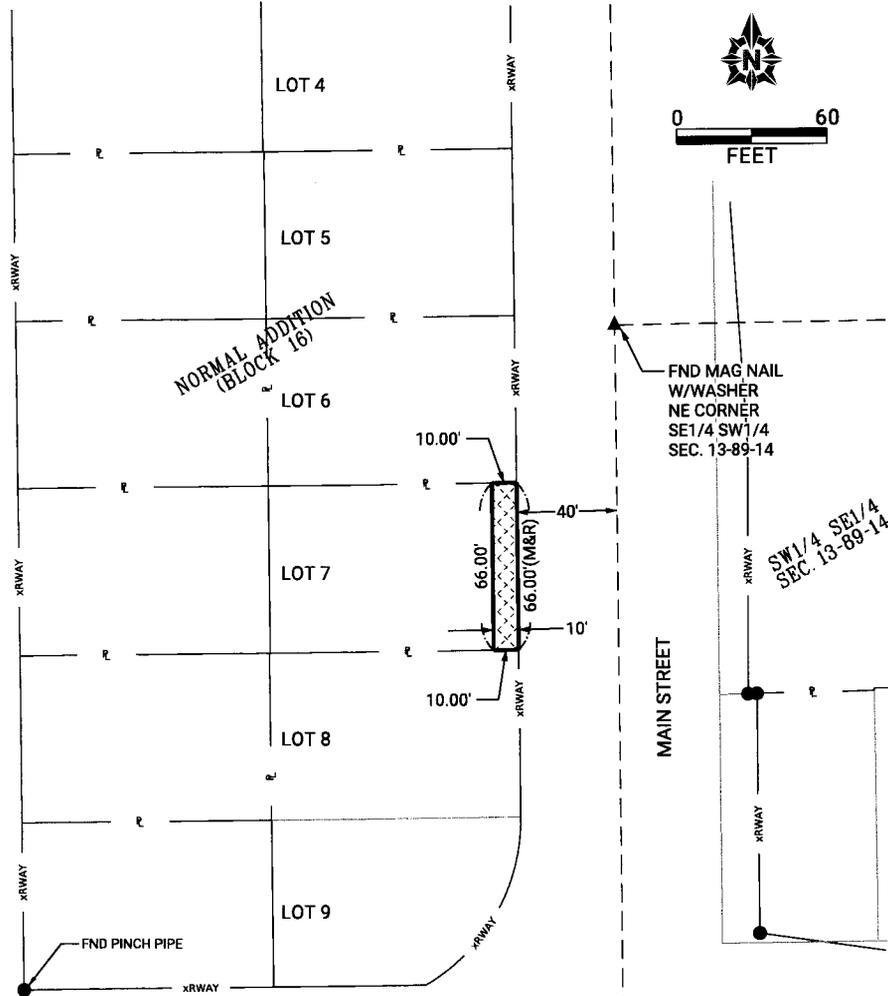
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 7, BLOCK 16 OF NORMAL ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 112 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF SAID LOT 7, BLOCK 16 OF NORMAL ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 660 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" ROD W/YELLOW CAP#12086 (UNLESS NOTED)
- SET 1/2" ROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- XRWAY - RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- P - PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

SEERLEY BOULEVARD  
 (99' ROW WIDTH)

AUDITOR'S PLAT NO. 11  
 PLAT OF SURVEY EXTRAORDINARY SURVEY  
 FILE NO. 2011-00018438

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2322 Washington St.  
Parcel Number: 296  
Project Number: RC-000-3283

County Tax Parcel No: 891413341017  
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Iverson & Reighard Partnership, a general partnership, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 860.00	on possession and conveyance	60 days after Buyer approval
\$ 860.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	650	sq. ft.	_____	\$860.00
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings	_____			\$ _____
Other	_____			\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the form attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use

and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.

- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

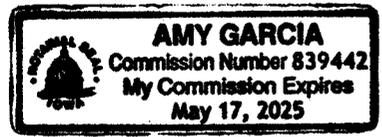
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Iverson & Reighard Partnership  
 X Rod S. Weikert 7/25/22  
 By: Rod S. Weikert Date  
 Title: Partner

X \_\_\_\_\_  
 By: \_\_\_\_\_ Date  
 Title: \_\_\_\_\_

State of Iowa  
 County of Polk



This record was acknowledged before me on the 25 day of July, 2022, by Rod S. Weikert as Partner of Iverson & Reighard Partnership.

[Signature]  
 Signature of notarial officer

May 17, 2025  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 296-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 2322 WASHINGTON STREET  
 PARCEL 296

**PROPERTY OWNER:**

IVERSON AND REIGHARD PARTNERSHIP  
 4300 STONEBRIDGE ROAD  
 WEST DES MOINES, IA 50265  
 FILE NO. 2004-00021793

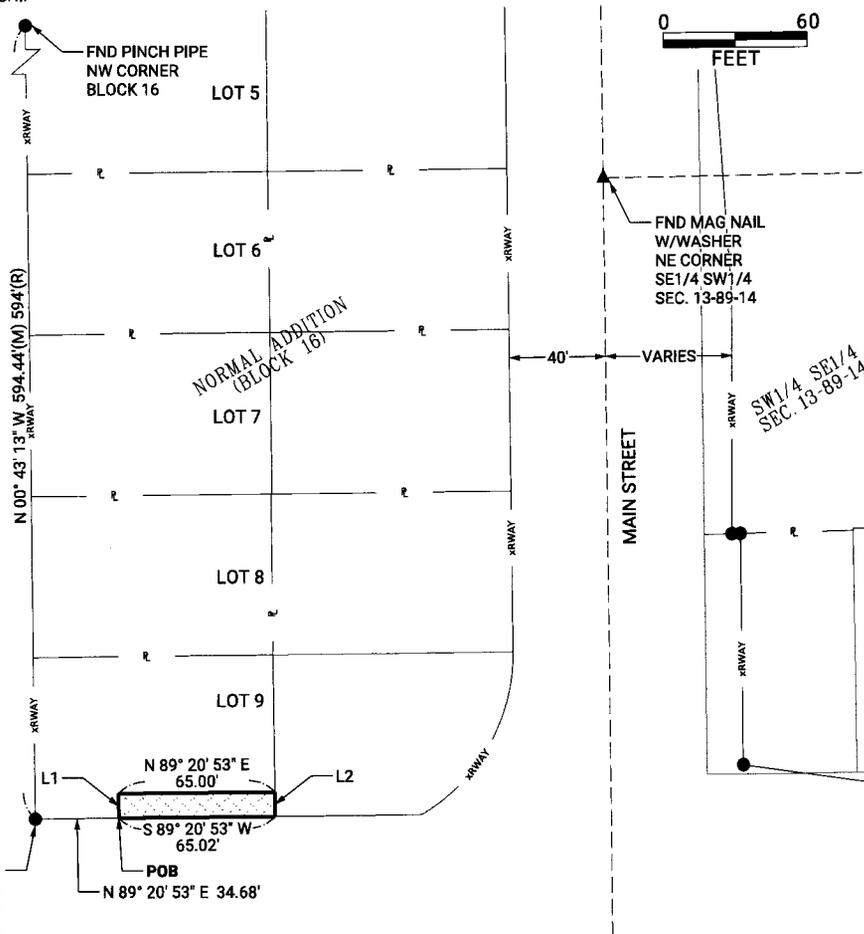
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 9, BLOCK 16 OF NORMAL ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 112 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9, BLOCK 16, THENCE NORTH 89° 20' 53" EAST, 34.68 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SEERLEY BOULEVARD TO THE POINT OF BEGINNING; THENCE NORTH 00° 39' 07" WEST, 10.00 FEET; THENCE NORTH 89° 20' 53" EAST, 65.00 FEET; THENCE SOUTH 00° 47' 13" EAST, 10.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 89° 20' 53" WEST, 65.02 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 650 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/YELLOW CAP#12086 (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- r - PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

SEERLEY BOULEVARD  
 (99' ROW WIDTH)

AUDITOR'S PLAT NO. 11  
 PLAT OF SURVEY FOR RECREATION SURVEY  
 FILE NO. 2011-0003436

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00'	N00°39'07"W
L2	10.00'	S00°47'13"E

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

**Foth**  
 Foth Infrastructure & Environment, LLC  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Iverson & Reighard Partnership, a general partnership ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Iverson & Reighard Partnership

X Rod S. Weikert 7/25/22  
Date

By: Rod S. Weikert

Title: Partner

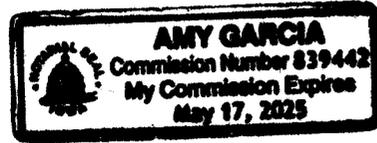
X \_\_\_\_\_ Date

By: \_\_\_\_\_

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

State of Iowa )

County of Polk )



This record was acknowledged before me on the 25 day of July,  
2022, by Rod S. Weikert, as Partner of  
Iverson & Reighard Partnership.

[Signature]  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[My commission expires: May 17, 2025]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 296-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 2322 WASHINGTON STREET  
 PARCEL 296

**PROPERTY OWNER:**

IVERSON AND REIGHARD PARTNERSHIP  
 4300 STONEBRIDGE ROAD  
 WEST DES MOINES, IA 50265  
 FILE NO. 2004-00021793

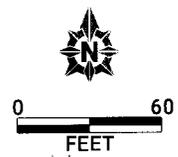
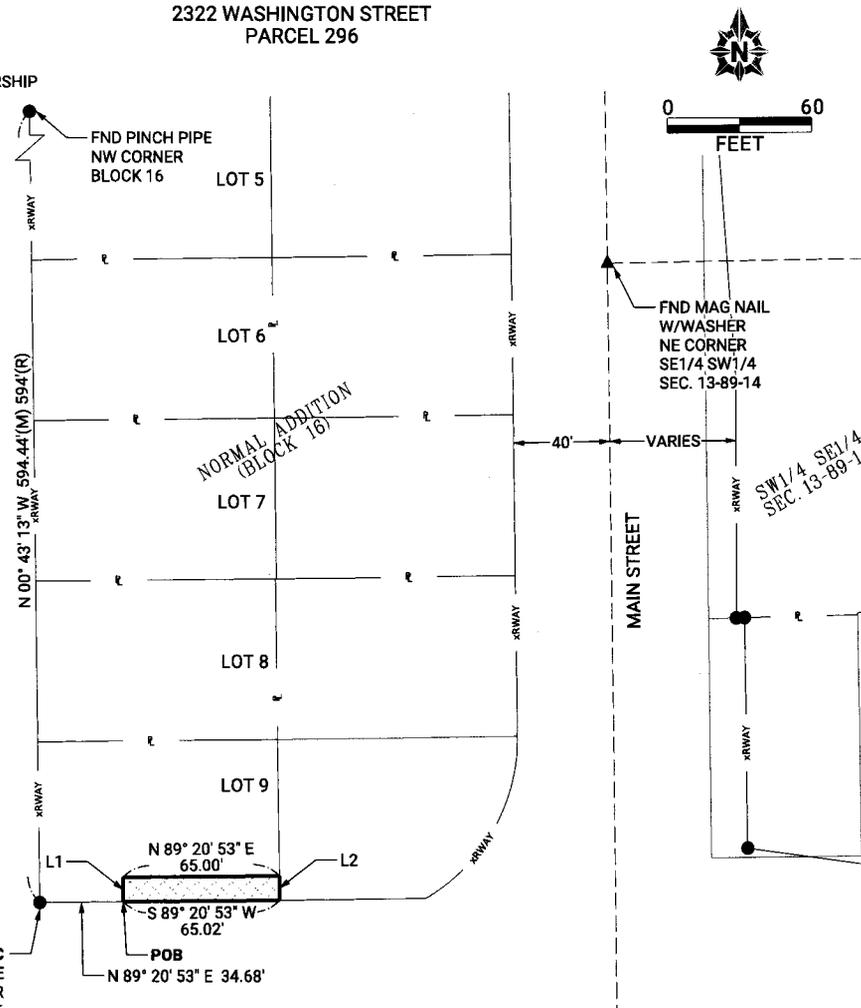
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**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/YELLOW CAP#12086 (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- X- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ▭ TEMPORARY CONSTRUCTION EASEMENT

SEERLEY BOULEVARD  
 (99' ROW WIDTH)

AUDITOR'S PLAT NO. 11  
 PLAT OF SURVEY ATTACHMENT SURVEY  
 FILE NO. 201-0001336

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00'	N00°39'07"W
L2	10.00'	S00°47'13"E

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 2515 Main St.  
Parcel Number: 301  
Project Number: RC-000-3283**

**County Tax Parcel No: 891413377023  
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between McDonald's Real Estate Company, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 4,760.00	on possession and conveyance	60 days after Buyer approval
\$ 4,760.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	2,974 sq. ft.	\$4,760.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use

and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.

- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

McDonald's Real Estate Company

X [Signature] 7/8/2022  
Date

By: SCOTT A. SOIFER

Title: OWNER/OPERATOR

X \_\_\_\_\_  
Date

By: \_\_\_\_\_

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

State of Iowa

County of Floyd

This record was acknowledged before me on the 8 day of July, 2022, by Connie Lacour as Notary Public of Iowa.  
Scott A. Soifer owner/operator McDonald's Real Estate Company

[Signature]  
Signature of notarial officer

11-29-2023  
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 301-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 2515 MAIN STREET  
 PARCEL 301

**PROPERTY OWNER:**

MC DONALDS REAL ESTATE COMPANY  
 P.O. BOX 66207, AMF O'HARE  
 CHICAGO, IL 60666  
 BOOK 663, PAGE 306

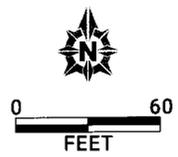
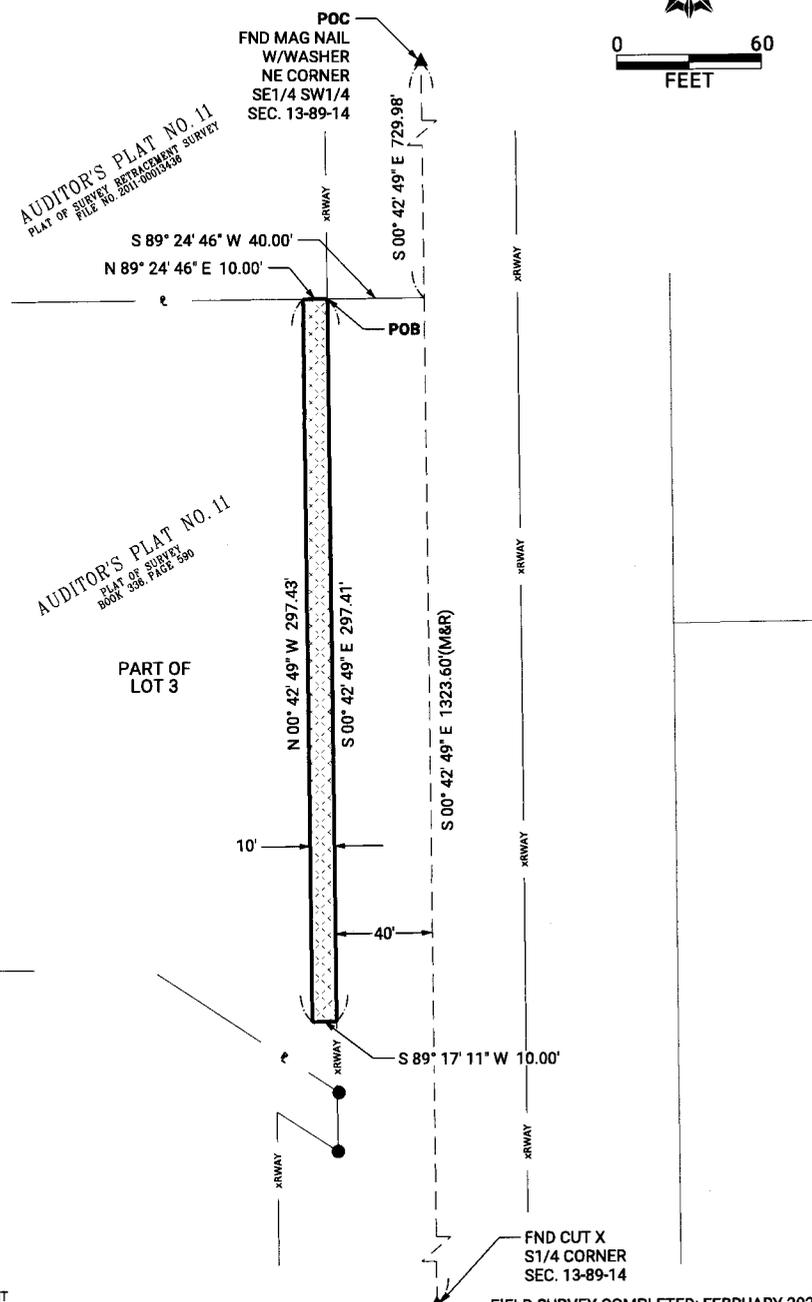
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 3, AUDITOR'S PLAT NO. 11, AN OFFICIAL PLAT, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE SOUTH 00° 42' 49" EAST, 729.98 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89° 24' 46" WEST, 40.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00° 42' 49" EAST, 297.41 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 89° 17' 11" WEST, 10.00 FEET; THENCE NORTH 00° 42' 49" WEST, 297.43 FEET; THENCE NORTH 89° 24' 46" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2,974 SQUARE FEET OR 0.07 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND CUT X (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- x- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- e - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
 Phone: 319-365-9565

SHEET  
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022

Prepared By: City of Cedar Falls 220 Clay Street, Cedar Falls, IA

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this day of \_\_\_\_\_, 20\_\_, by McDonald's Real Estate Company ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

McDonald's Real Estate Company

X [Signature] 7/8/2022  
Date

X \_\_\_\_\_  
Date

By: SCOTT A. SOIFER

By: \_\_\_\_\_

Title: OWNER/OPERATOR

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

State of Iowa )

County of Floyd )

This record was acknowledged before me on the 8 day of July,  
2022 by Connie Lacour <sup>Scott A. Soifer</sup>, as Notary Public owner/operator of  
McDonald's Real Estate Company

[Signature]

Signature of notarial officer

Stamp



Title of Office

[My commission expires: 11-29-23 ]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 301-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
 MAIN STREET RECONSTRUCTION  
 2515 MAIN STREET  
 PARCEL 301

**PROPERTY OWNER:**

MC DONALDS REAL ESTATE COMPANY  
 P.O. BOX 66207, AMF O'HARE  
 CHICAGO, IL 60666  
 BOOK 663, PAGE 306

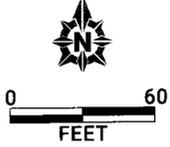
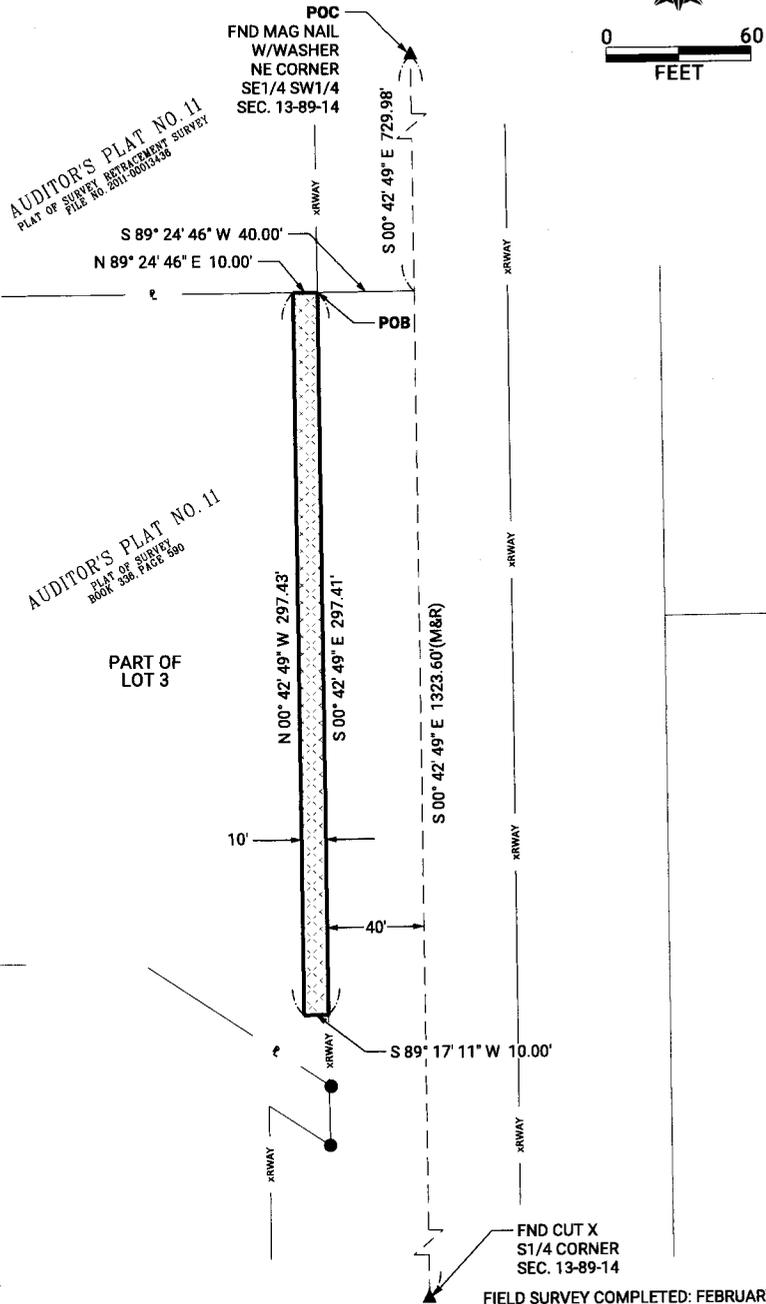
**LEGAL DESCRIPTION:**

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- LEGEND**
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  - △ SET SECTION CORNER MONUMENT
  - FOUND CUT X (UNLESS NOTED)
  - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
  - (M) MEASURED DIMENSION
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  - I.R. IRON ROD
  - I.P. IRON PIPE
  - SECTION LINE
  - x- RIGHT-OF-WAY LINE
  - EXISTING LOT LINE
  - e- PROPERTY LINE
  - ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

**SURVEY FOR:**  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022



SHEET  
 1 OF 1


**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
 www.cedarfalls.com

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Benjamin Claypool, Civil Engineer II, PhD, EI

**DATE:** August 4, 2022

**SUBJECT:** Greenhill Road & South Main Street Intersection Improvements  
 City Project Number RC-178-3228  
 Approval of Warranty Deed for Property Acquisition

The City of Cedar Falls is constructing a roundabout at the intersection of Greenhill Road & South Main Street including new pavement, sidewalk/trail, retaining wall and fencing, storm sewer, water main, landscaping, and roadway lighting. The project has required the acquisition of temporary and permanent easements from four (4) properties to complete construction. The owners of the following two properties have portions of land agreed give to the City via Warranty Deeds.

Parcel #	Owner	Address/Parcel ID	Acquisition Type
1	Lillian Jean Sesma	8914-25-126-068	Permanent Acquisition/Temporary Easement
5	Michael W Wheaton	8914-24-451-021	Permanent Acquisition/Temporary Easement

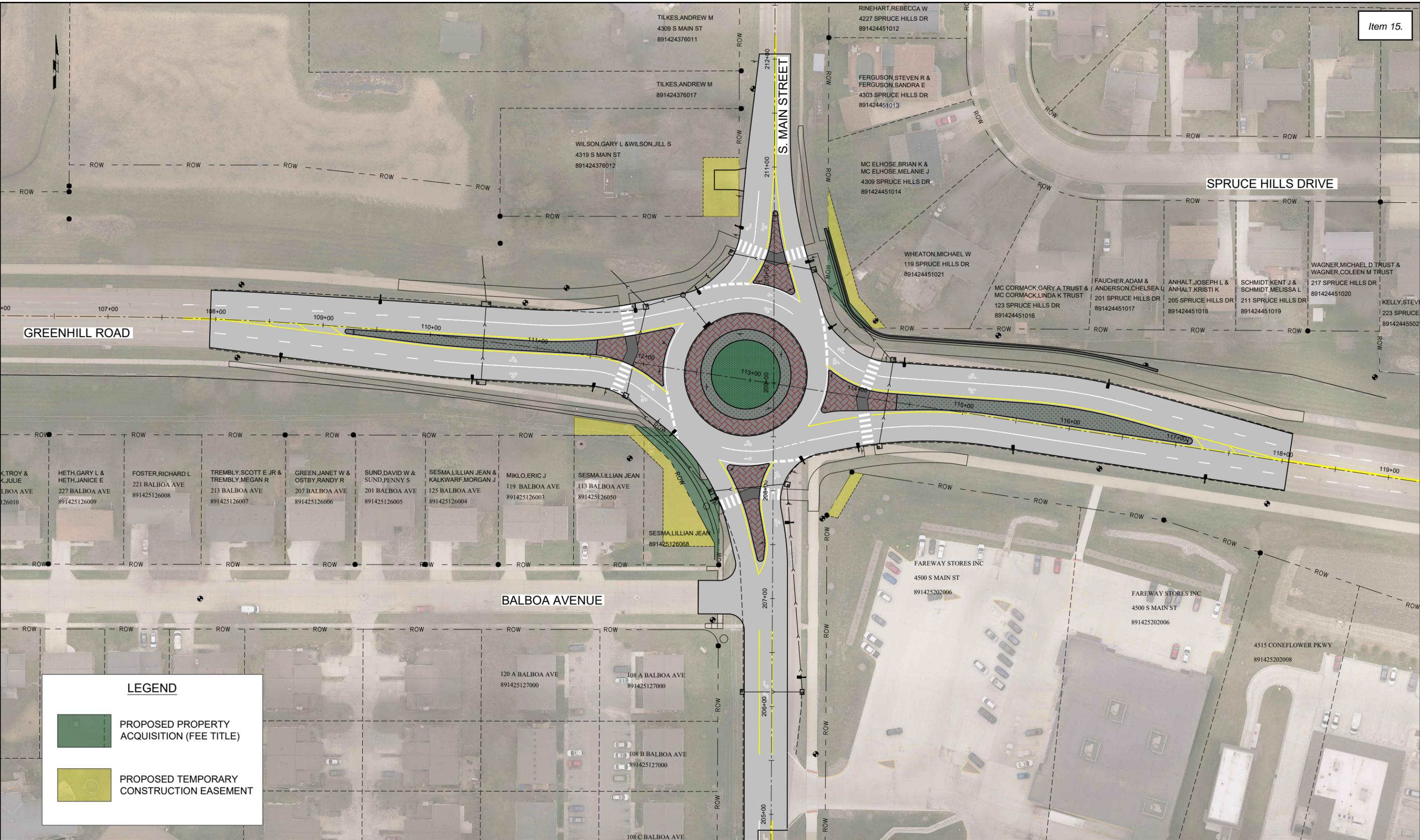
Attached is a map that identifies the location of these properties.

City staff has completed the closing of the parcel #5 land acquisition and now presents the signed Warranty Deed and acquisition plat for the permanent acquisition to be recorded with the Black Hawk County Recorder's office.

Staff recommends that the City Council state their support in the form of a resolution approving the approval of the Warranty Deed and Acquisition Plat for Parcel #5 (Wheaton property) for the Greenhill Road & South Main Street Intersection Improvements project.

If you have any questions or need additional information, please feel free to contact me.

xc: Chase Schrage, Director of Public Works  
 David Wicke, City Engineer



**LEGEND**

- PROPOSED PROPERTY ACQUISITION (FEE TITLE)
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT

**WARRANTY DEED  
Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

**Taxpayer Information:** City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Return Document To:** City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:** Michael W. Wheaton

**Grantees:** City of Cedar Falls, Iowa

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**



**WARRANTY DEED**

For the consideration of One Dollar(s) and other valuable consideration, Michael W. Wheaton, a single person, does hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

See Addendum attached and Right-of-Way Acquisition Plat attached.

This Deed is exempt according to Iowa Code Section 428A.1 as land being acquired for public purposes through the exercise of eminent domain.

Subject to easements of record.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

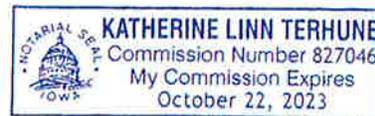
Dated: 080222

Michael W. Wheaton, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on 08/02/2022 by Michael W. Wheaton, single.

Signature of Notary Public



## Addendum

That part of Lot 24, Heritage Addition to Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the most westerly corner of said Lot 24;

thence North 50°11'05" East 18.00 feet along the northwesterly line of said Lot 24 (assumed bearing for this description only);

thence South 15°54'40" East 23.45 feet;

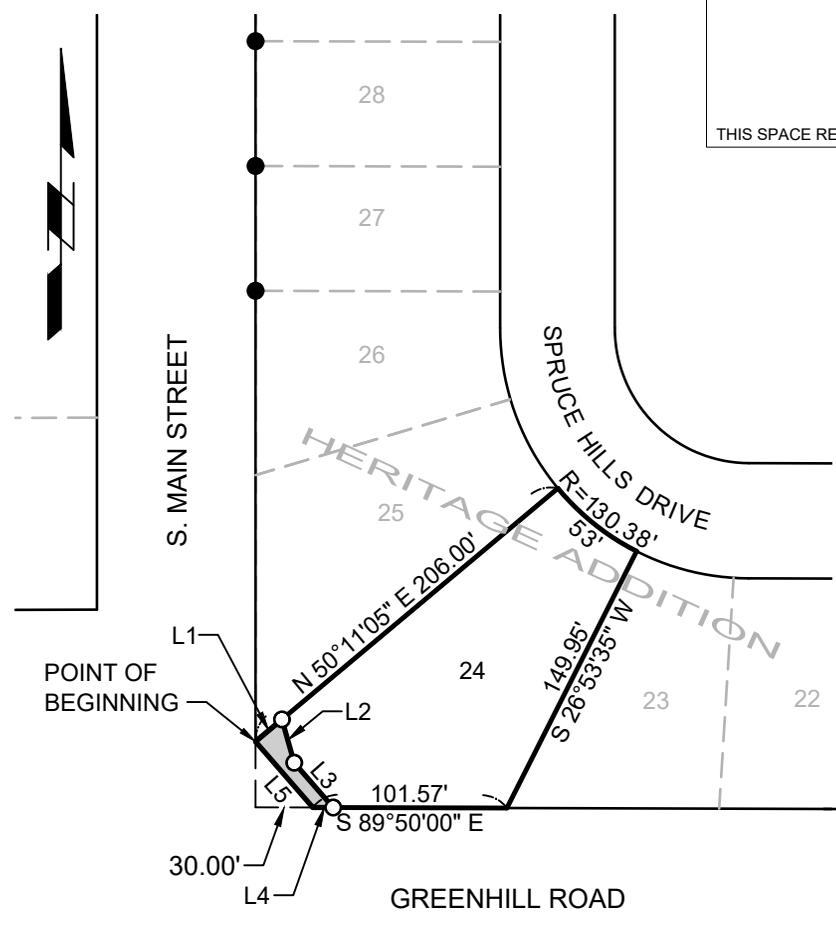
thence South 41°08'35" East 31.00 feet along a line parallel with and 8 feet in perpendicular distance northeasterly from an existing right-of-way line to a point of intersection with the northerly right-of-way line of Greenhill Road and the southerly line of said Lot 24;

thence North 89°50'00" West 10.65 feet along said northerly right-of-way line and said southerly line of said Lot 24 to an angle point in the existing right-of-way;

thence North 41°08'35" West 45.60 feet along said existing right-of-way to the point of beginning..

INDEX LEGEND	
LOCATION :	A PART OF LOT 24, HERITAGE ADDITION TO CEDAR FALLS, BLACKHAWK COUNTY, IOWA
REQUESTOR :	THE CITY OF CEDAR FALLS
PROPRIETOR :	MICHAEL W. WHEATON
SURVEYOR :	JONATHON BAILEY, P.L.S.
SURVEY COMPANY :	SHIVE-HATTERY, INC.
COMPANY :	222 3rd AVE. SE, SUITE 300, CEDAR RAPIDS, IA
RETURN TO :	THE CITY OF CEDAR FALLS

THIS SPACE RESERVED FOR RECORDER'S USE



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 50°11'05" E	18.00'
L2	S 15°54'40" E	23.45'
L3	S 41°08'35" E	31.00'
L4	N 89°50'00" W	10.65'
L5	N 41°08'35" W	45.60'

DESCRIPTION

That part of Lot 24, Heritage Addition to Cedar Falls, Blackhawk County, Iowa described as follows:

Beginning at the most westerly corner of said Lot 24;

thence North 50°11'05" East 18.00 feet along the northwesterly line of said Lot 24 (assumed bearing for this description only);

thence South 15°54'40" East 23.45 feet;

thence South 41°08'35" East 31.00 feet along a line parallel with and 8 feet in perpendicular distance northeasterly from and existing right-of-way line to a point of intersection with the northerly right-of-way line of Greenhill Road and the southerly line of said Lot 24;

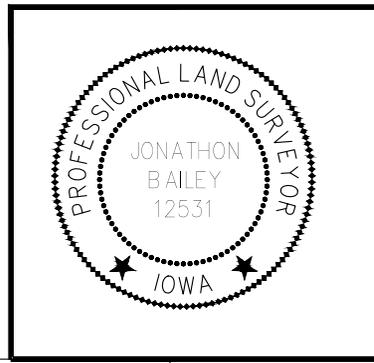
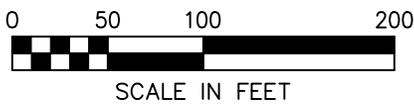
thence North 89°50'00" West 10.65 feet along said northerly right-of-way line and said southerly line of said Lot 24 to an angle point in the existing right-of-way;

thence North 41°08'35" West 45.60 feet along said existing right-of-way to the point of beginning and containing 498 square feet more or less.

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.1(5)

LEGEND

- FOUND IRON ROD
- SET 5/8" IRON ROD W/ YELLOW CAP #12531 AT THE COMPLETION OF CONSTRUCTION



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: \_\_\_\_\_  
 NAME: **JONATHON BAILEY**  
 DATE: \_\_\_\_\_ LICENSE NUMBER: **12531**  
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2022  
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: \_\_\_\_\_  
**1 of 1**

**SHIVE-HATTERY**  
 ARCHITECTURE + ENGINEERING  
 222 Third Avenue SE, Suite 300 | Cedar Rapids, Iowa 52406  
 319.364.0227 | www.shive-hattery.com  
 Iowa | Illinois | Indiana

RIGHT-OF-WAY ACQUISITION PLAT A PART OF LOT 24, HERITAGE ADDITION 119 SPRUCE HILLS DRIVE CEDAR FALLS, BLACKHAWK COUNTY, IOWA			
DATE	12/29/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	--

PROJECT NO.  
120180-0

SHEET NO.  
**1 of 1**

File Path: P:\Projects\ICR\120180\Deliverables\Drawings\1a\_Survey\Acquisition-Easements\ACC-Wheaton-Lot 24 Heritage Add.dwg



## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
 www.cedarfalls.com

### MEMORANDUM Engineering Division

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** August 8, 2022

**SUBJECT:** Terraces at West Glen First Addition  
 Final Acceptance of Improvements  
 Project No. SU – 413 – 3199

Construction work has been completed on the public improvements in the Terraces at West Glen First Addition. The project was designed by Fehr Graham Engineering, Inc. and has been completed in accordance with the project plans and the City of Cedar Falls Standard Specifications. The project was inspected by the City of Cedar Falls Engineering Division.

The Engineering Division has reviewed and approved the project plans and specifications, inspected the project through the construction process; and has received and reviewed the project reports and certifications. The project documentation is in order and the project is complete and ready for City Council acceptance. Attached are copies of the Maintenance Bond from the developer, Terraces at West Glen LLC, and the Final Plat for the Terraces at West Glen First Addition.

The Terraces at West Glen First Addition has been constructed in reasonable compliance with the project plans and specifications. The Engineering Division recommends that the City Council approve and accept the public improvements for the Terraces at West Glen First Addition.

  
 Matthew Tolan, EI, Civil Engineer II

August 8<sup>th</sup>, 2022  
 Date

xc: Chase Schrage, Director of Public Works  
 David Wicke, P.E., City Engineer

For Recorder's Use Only

Recorder's Index
County: BLACK HAWK
Section: 15-T89N-R14W
Quarter Section: NW1/4-NW1/4
City: CEDAR FALLS
Subdivision: TERRACES AT WEST GLENN FIRST ADDITION
Block: N/A
Lot(s): (WITHIN PARCEL A IN LOT 2 OF ROBINSON'S MINOR PLAT)
Proprietor: TERRACES AT WEST GLEN, LLC
Requested By: TERRACES AT WEST GLEN, LLC

Prepared by/Return to: FEHR GRAHAM, 128 S. Vine Street, West Union IA 52175 - Ph: (563)422-5131

**FINAL PLAT**  
**"TERRACES AT WEST GLEN FIRST ADDITION"**  
 A SUBDIVISION IN PARCEL A IN LOT 2 OF ROBINSON'S MINOR PLAT OF PART OF  
 THE NW1/4 OF SECTION 15-T89N-R14W,  
 CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

**BOUNDARY DESCRIPTION:**

TERRACES AT WEST GLEN FIRST ADDITION, A SUBDIVISION IN PARCEL A IN LOT 2 OF ROBINSON'S MINOR PLAT OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE SOUTH 00°00'10" EAST (ASSUMED BEARING), 819.76 FEET ALONG THE WEST LINE OF SAID SECTION;

THENCE NORTH 89°59'50" EAST, 75.00 FEET TO THE WEST LINE OF SAID PARCEL A AND TO THE POINT OF BEGINNING;

THENCE SOUTH 89°36'26" EAST, 38.21 FEET;

THENCE EASTERLY 168.74 FEET ALONG A 570.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, (SAID CURVE HAVING A LONG CHORD OF NORTH 81°54'43" EAST, 168.13 FEET), TO A NON-TANGENT LINE SEGMENT;

THENCE SOUTH 11°30'22" EAST, 73.91 FEET, ALONG SAID NON-TANGENT LINE SEGMENT;

THENCE SOUTHERLY 56.22 FEET ALONG A 280.00 FOOT RADIUS CURVE CONCAVE WESTERLY, (SAID CURVE HAVING A LONG CHORD OF SOUTH 05°45'14" EAST, 56.13 FEET);

THENCE SOUTH 00°00'06" EAST, 107.53 FEET;

THENCE SOUTHEASTERLY 107.45 FEET ALONG A 70.81 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, (SAID CURVE HAVING A LONG CHORD OF SOUTH 43°57'48" EAST, 97.43 FEET);

THENCE SOUTH 87°55'30" EAST, 309.92 FEET;

THENCE NORTHEASTERLY 337.77 FEET ALONG A 470.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, (SAID CURVE HAVING A LONG CHORD OF NORTH 71°29'12" EAST, 330.55 FEET), TO A NON-TANGENT LINE SEGMENT;

THENCE SOUTH 40°55'22" EAST, 60.03 FEET;

THENCE NORTH 47°21'45" EAST, 63.02 FEET;

THENCE SOUTH 47°20'30" EAST, 343.53 FEET TO THE SOUTHERLY LINE OF SAID PARCEL A;

THENCE SOUTH 01°17'24" WEST, 75.65 FEET;

THENCE SOUTH 89°47'17" WEST, 1,252.43 FEET, BOTH ALONG SAID SOUTHERLY LINE TO THE SOUTHWESTERLY CORNER OF SAID PARCEL A;

THENCE NORTH 00°00'10" WEST, 504.51 FEET ALONG THE WEST LINE OF SAID PARCEL A TO THE POINT OF BEGINNING; CONTAINING 7.917 ACRES, SUBJECT TO EASEMENTS OF RECORD.

REFERENCE IS HEREBY MADE TO A SURVEY AND PLAT MADE BY LYLE G. TEKIPPE, RECORDED APRIL 25, 2019, AS FILE NUMBER 2019-00015839, ON FILE IN THE BLACK HAWK COUNTY RECORDERS OFFICE, WATERLOO, IOWA.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa. The unadjusted error of closure does not exceed 1:10,000 for the subdivision boundary and does not exceed 1:5,000 for any individual lot.

Lyle G. Tekippe, P.E. & P.L.S. Date 11-21-19  
 License Number: 7060  
 My license renewal date is December 31, 2020.  
 Sheets covered by this seal: SHEETS 1-2

PLOT DATE: 11/21/19

**FEHR GRAHAM**  
 ENGINEERING & ENVIRONMENTAL  
 © 2019 FEHR GRAHAM

ILLINOIS  
 IOWA  
 WISCONSIN

G:\C3D\18\18-868-NEWALDAYA\18-868-FINAL PLAT 1ST ADD.dwg

SURVEY WAS COMPLETED ON:  
 MONUMENTS WILL BE SET WITHIN ONE  
 YEAR OF RECORDATION OF THIS PLAT

JOB NUMBER:  
 18-868

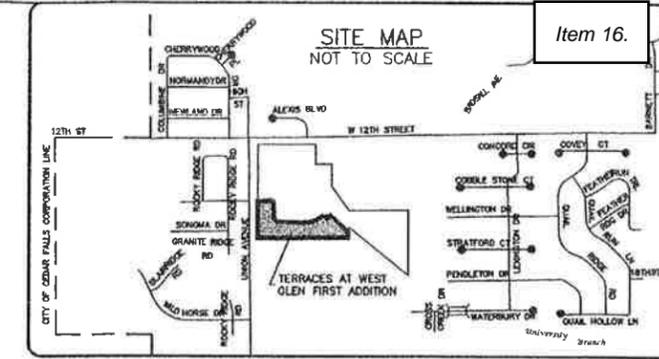
SHEET NUMBER:  
 1 of 2



# FINAL PLAT

## "TERRACES AT WEST GLEN FIRST ADDITION"

A SUBDIVISION IN PARCEL A IN LOT 2 OF ROBINSON'S MINOR PLAT OF PART OF THE NW1/4 OF SECTION 15-T89N-R14W, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA



### LEGEND

- ⊕ SECTION CORNER AS DESCRIBED
- FOUND 1/2" Ø REBAR
- FOUND 1/2" Ø REBAR W/YPC #8505
- ★ FOUND 1/2" Ø REBAR W/RPC #7060
- SET 1/2" Ø REBAR W/RPC #7060
- CALCULATED POSITION
- ▭ SUBDIVISION BOUNDARY
- ▭ RED PLASTIC CAP
- ▭ YELLOW PLASTIC CAP
- (R) PREVIOUSLY RECORDED AS

### NOTES:

1. TRACT A WILL BE DEDICATED TO THE CITY OF CEDAR FALLS AS PUBLIC STREET RIGHT-OF-WAY.
2. TRACT B IS STORMWATER MANAGEMENT AREA & NON-BUILDABLE. IT HAS AN ACCESS EASEMENT OVER THE ENTIRE TRACT.
3. TOTAL SUBDIVISION AREA IS 7.917 ACRES.

### FINAL PLAT PREPARER:

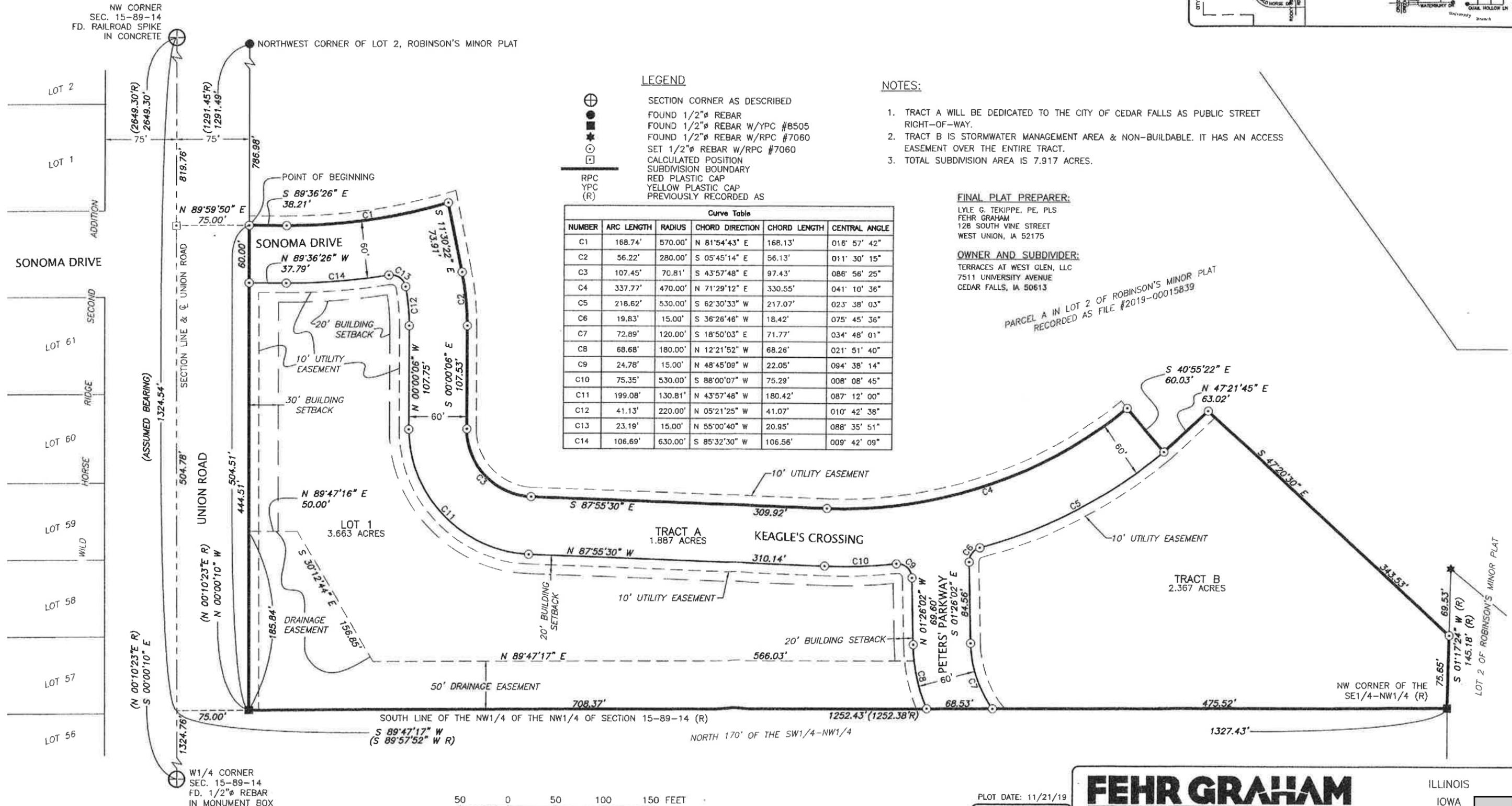
LYLE G. TEKIPPE, PE, PLS  
FEHR GRAHAM  
128 SOUTH VINE STREET  
WEST UNION, IA 52175

### OWNER AND SUBDIVIDER:

TERRACES AT WEST GLEN, LLC  
7511 UNIVERSITY AVENUE  
CEDAR FALLS, IA 50613

PARCEL A IN LOT 2 OF ROBINSON'S MINOR PLAT  
RECORDED AS FILE #2019-00015839

NUMBER	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH	CENTRAL ANGLE
C1	168.74'	570.00'	N 81°54'43" E	168.13'	016° 57' 42"
C2	56.22'	280.00'	S 05°45'14" E	56.13'	011° 30' 15"
C3	107.45'	70.81'	S 43°57'48" E	97.43'	088° 56' 25"
C4	337.77'	470.00'	N 71°29'12" E	330.55'	041° 10' 36"
C5	218.62'	530.00'	S 62°30'33" W	217.07'	023° 38' 03"
C6	19.83'	15.00'	S 36°26'48" W	18.42'	075° 45' 36"
C7	72.89'	120.00'	S 18°50'03" E	71.77'	034° 48' 01"
C8	68.68'	180.00'	N 12°21'52" W	68.26'	021° 51' 40"
C9	24.78'	15.00'	N 48°45'09" W	22.05'	094° 38' 14"
C10	75.35'	530.00'	S 88°00'07" W	75.29'	008° 08' 45"
C11	199.08'	130.81'	N 43°57'48" W	180.42'	087° 12' 00"
C12	41.13'	220.00'	N 05°21'25" W	41.07'	010° 42' 38"
C13	23.19'	15.00'	N 55°00'40" W	20.95'	088° 35' 51"
C14	106.69'	630.00'	S 85°32'30" W	106.56'	009° 42' 09"



PLOT DATE: 11/21/19

SHEET NUMBER:  
2 of 2

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN 754

SURETY BOND NO. SY94226

**MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, Terraces at West Glen, L.L.C., as Principal (hereinafter the "Principal") and IMT Insurance Company, as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Maintenance Bond (hereinafter referred to as "Bond") in the amount of One Million Three Hundred Seventy Seven Thousand Nine Hundred Nineteen Dollars & 00/100 dollars (\$ 1,377,919.00 ), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City Engineer this Bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Sanitary Sewer, Storm Sewer, Water Main, Streets and Sidewalks

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Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. MAINTENANCE: The Principal and Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, by reason of defects in workmanship or materials used in construction of said work;
  - B. To keep all work in continuous good repair; and
  - C. To pay the City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
  - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the City Engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the

City Engineer for a new three-year period from the date of repair for that portion of the public improvements involved in the structural failure and repair

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
  - B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
  - C. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
  - D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the approved construction plans; second, if not defined in this Bond and the approved construction plans, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in

the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The approved construction plans are hereby made a part of this Bond.

Witness our hands, in triplicate, this 5th day of December, 2019.

Countersigned By:

Jill Shaffer  
Signature of Agent

Jill Shaffer  
Printed Name of Agent

LMC Insurance & Risk Management  
Company Name

4200 University #200  
Company Address

West Des Moines, IA 50266  
City, State, Zip Code

515-244-0166  
Company Telephone Number

**PRINCIPAL:**

Terraces at West Glen, L.L.C.  
Principal

By: Melissa Tierney  
Signature  
Manager  
Title

**SURETY:**

IMT Insurance Company  
Surety Company

By: Jill Shaffer  
Signature of Attorney-in-Fact  
Jill Shaffer  
Printed Name of Attorney-in-Fact

IMT Insurance Company  
Company Name

PO Box 1336  
Company Address

Des Moines, IA 50366  
City, State, Zip Code

515-453-0777  
Company Telephone Number

**NOTE:**

1. All signatures on this Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

01262978-1\10283-000



**POWER OF ATTORNEY**

Know All Persons By These Presents, that **IMT Insurance Company** a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

**Jeffrey R. Baker, Nancy D. Baltutat, Patrick K. Duff, Mark E. Keairnes,  
Greg T. LaMair, Joseph I. Schmit, Christopher R. Seiberling, and Jill Shaffer**

of West Des Moines and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**\*\*\*\*\*Unlimited Amounts\*\*\*\*\***

and to bind **IMT Insurance Company** thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of **IMT Insurance Company**, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of **IMT Insurance Company** on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 5th day of December, 2019.

**IMT Insurance Company**

Sean Kennedy, President



STATE OF IOWA  
COUNTY OF POLK

} ss:

On this 5th day of December, 2019, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the **IMT Insurance Company**, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



Notary Public, Polk County, Iowa

**CERTIFICATE**

I, Dalene Holland, Secretary of the **IMT Insurance Company** do hereby certify that the above and foregoing is a true and correct copy of the **POWER-OF-ATTORNEY**, executed by said the **IMT Insurance Company**, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on 5th day of December, 2019.

Dalene Holland, Secretary





## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

### MEMORANDUM Engineering Division

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** August 15, 2022

**SUBJECT:** Professional Services Agreement, Snyder & Associates, Inc.  
 2019 Engineering Services - Supplemental Agreement No. 4B  
 West Viking Industrial Park Expansion – Phase I  
 City Project Number: SU-364-3189

Submitted within for City Council approval is the Supplemental Agreement No. 4B to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for 2019 Engineering Services. This Supplemental Agreement outlines services such as additional construction administration, periodic construction site observation, and Stormwater Pollution Prevention Plan monitoring, and as-built documentation. Compensation for the services shall be on an hourly basis and in a total amount not to exceed \$130,000.00.

The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for the 2019 Engineering Services on December 16, 2019. Funding for the Supplemental Agreement No. 4B will be provided by the Industrial Park TIF funds. This project is CIP #5 in the City of Cedar Falls' Capital Improvements Program.

The Engineering Division of the Department of Public Works requests your consideration and approval of the Supplemental Agreement No. 4B with Snyder & Associates, Inc. for services for the West Viking Industrial Park Expansion - Phase I.

If you have any questions or comments, feel free to contact me.

xc: Chase Schrage, Director of Public Works



## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 www.cedarfalls.com

*Engineering Division*  
 Phone: 319-268-5161 Fax: 319-268-5197

### SUPPLEMENTAL AGREEMENT NO. 4B

**2019 Engineering Services  
 Cedar Falls, Iowa  
 City Project Number EN-000-3174**

**WHEREAS**, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated December 16, 2019 for the professional engineering services; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement(s) to include Scope of Services and Compensation for additional items required,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

#### **I. SCOPE OF SERVICES**

This scope of construction engineering services outlines the services required to complete construction administration and observation during the construction of the Industrial Park project.

The apparent low bid for the project was received from Peterson Contractors, Inc. at the letting on February 11, 2022. The start date is scheduled for March 21, 2022 and the project is to be substantially completed by November 30, 2022.

The CONSULTANT shall provide Construction Engineering Services for the construction of the above project as follows:

#### **A. CONSTRUCTION ADMINISTRATION**

1. Preconstruction Conference - The CONSULTANT shall attend a preconstruction conference with the Contractor and CLIENT to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.
2. Pay Applications - The CONSULTANT shall review the pay applications from the contractor for progress payments and shall approve a request, based on site observations, which recommends payments and is a declaration that the contractor's work has progressed to the point indicated.

3. Change Orders - The CONSULTANT shall assist the CLIENT in preparation of change orders, as necessary, and issue necessary interpretations and clarification of the plans.
4. Notification of Nonconformance - The CONSULTANT shall notify the CLIENT of any known work which does not generally conform to the construction contract, make recommendations to the CLIENT for the correction of nonconforming work and, at the request of the CLIENT, see that these recommendations are implemented by the contractor.
5. Substantially Complete and Final Site Observation – The CONSULTANT shall coordinate final observation and prepare a punch-list of items to be completed. The CONSULTANT shall perform a site observation to determine if the project is substantially complete according to the plans and specifications and make recommendation on final payment.
6. Project Closeout/Final Acceptance – The CONSULTANT shall prepare final close out documentation which shall include, collection of subcontractor lien waivers submitted by the Contractor, a final pay application, a recommendation to release retainage, and a final change order rectifying project quantities.
7. As-built & Record Drawings – The CONSULTANT shall prepare construction as-built record drawings detailing the actual location of improvements and fixtures. The CONSULTANT shall prepare record drawings based on the marked-up drawings and other data furnished by the Contractor and Construction Observer. The CONSULTANT shall provide the CLIENT with one (1) reproducible copy of the record drawings.
8. If the Contractor exceeds the calendar completion deadline allotted for completing construction of the project, or if change orders or project additions require additional working days, the CONSULTANT will be compensated for any additional construction engineering services when authorized by the CLIENT.

## B. CONSTRUCTION OBSERVATION

The CONSULTANT will provide periodic site observation for the project during Construction. The time spent on site is dependent upon the contractor's schedule, rate of progress, and type of work. It is estimated that observation services will be provided approximately 10 hours per week for 37 weeks of work. Actual Observation Services will be provided at an amount to be mutually determined by the CLIENT and CONSULTANT.

The CONSULTANT will give guidance to the project during the construction period, including the following:

1. Construction Observation - The CONSULTANT shall make periodic visits to the site at intervals appropriate to the stage of construction to observe the progress and determine if the results of the construction work substantially conforms to the drawings and specifications in the Construction Documents. The CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check

the quality or quantity of the work. Construction Observation services do not include responsibility for construction means, controls, techniques, sequences, procedures, or safety. The Construction Observer will provide guidance during the construction period, including the following:

- a. Checking of lines and grades required during construction.
- b. Observation of the work for general compliance with plans and specifications.
- c. Keep a record or log of the Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.

#### C. STORM WATER DISCHARGE COMPLIANCE/HOLD HARMLESS

1. CONSULTANT's Responsibility – The CONSULTANT shall be responsible for SWPPP monitoring and document maintenance as noted in Section II.B.3 of this document. CONSULTANT shall not be responsible or liable for compliance with any storm water discharge requirements at the site beyond that called for in section II.B.3. It shall be the responsibility of others to comply with all conditions of the Iowa Department of Natural Resources Construction General Permit No. 2 and City of Cedar Falls criteria, excluding the conditions related to maintaining the SWPPP and documenting evidence of compliance with the SWPPP at the job site.
2. CLIENT's Responsibility – The CLIENT shall be solely responsible for: a) the submittal of the Notice of Intent; and b) filing the Notice of Discontinuance. The remainder of the requirements for the Storm Water Pollution Prevent Plan and the National Pollutant Discharge Elimination System General Permit No. 2 not included in this agreement shall be the responsibility of the Construction Contractor.
3. Indemnification – CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless against all damages, liabilities or costs including reasonable attorneys' fees and defense costs (hereafter "Claims") to the extent caused by CONSULTANT's errors, omissions or negligent acts relating to the services required by Section II.B.3 of this document. The CLIENT shall protect, defend, indemnify and hold CONSULTANT harmless from any and all claims caused by or in any manner related to: a) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the site; and/or b) any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance, unless said Claims were primarily caused by the CONSULTANT's own negligent acts. The CLIENT shall release, waive and otherwise discharge any and all claims that CLIENT may assert against CONSULTANT relating, in any manner, to any discharges from the Site and/or any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance except as set forth above. The covenants and provisions herein shall survive cessation of CONSULTANT's work on the site.

#### D. ADDITIONAL SERVICES

- 1. The CLIENT may request Additional Services from the CONSULTANT not included in the Scope of Services as outlined. Additional Services may include, but are not necessarily limited to, providing testing services which are currently to be performed outside the scope of construction engineering services; expanding the scope of the project or the work to be completed; requesting the development of various documents; extending the time to complete a project through no fault of the CONSULTANT; or requesting additional work items that increase the Engineering Services and corresponding costs.
- 2. Included in potential additional work items are GIS as-built mapping services, geotechnical services, legal, permits other than those previously listed, and funding applications. Upon initiation of Additional Services, the CONSULTANT will submit, in writing to the CLIENT, the estimated costs. Such costs will be based on the then-current hourly rates and fixed expenses as outlined in the CONSULTANT's Standard Fee Schedule in effect at the time of service.

**II. COMPENSATION**

Compensation for the Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed fee of One hundred thirty thousand Dollars \$130,000. The compensation for this supplemental agreement is to be integrated into the original agreement.

**III. ASSIGNABILITY**

- 1. The CONSULTANT shall not assign any interest in this AGREEMENT and shall not transfer any interest in the same without the prior written consent of the CLIENT. Subconsultants designated as part of this AGREEMENT shall be deemed to be approved when this AGREEMENT is executed. No subconsultants are anticipated.

IV. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated December 16, 2019.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year written below.

**APPROVED FOR CLIENT**

**APPROVED FOR CONSULTANT.**

By: \_\_\_\_\_

By: Lindsay Beaman

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

Printed Name: Lindsay Beaman

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

Title: Business Unit Leader

Date: \_\_\_\_\_

Date: June 15, 2022

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
***Engineering Division***

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** August 15, 2022

**SUBJECT:** Olive Street Box Culvert Replacement Project  
City Project Number: BR-106-3215  
Contract Documents

Submitted within for City Council approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Peterson Contractors, Inc. for the construction of the Olive Street Box Culvert Replacement Project.

This project consists of removing the existing structurally deficient bridge on Olive Street and extending the College Street Box Culvert through to Olive Street. The Pettersen Plaza will be extended over the top of the new box culvert. This project will also include realignment of sanitary sewer and street related work adjacent to the box culvert on Olive Street.

The Engineering Division of the Public Works Department recommends approving and executing the contract with Peterson Contractors, Inc. for the construction of the Olive Street Box Culvert Replacement Project.

If you have any questions or comments feel free to contact me.

xc: Chase Schrage, Director of Public Works  
David Wicke, City Engineer

## FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: OLIVE STREET BOX CULVERT REPLACEMENT PROJECT, Project No. BR-106-3215 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 5th day of July 2022, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. BR-106-3215 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder
- m. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

  
Contractor

CITY OF CEDAR FALLS, IOWA

By \_\_\_\_\_  
Robert M. Green, Mayor

Attest: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

**FORM OF PROPOSAL  
OLIVE STREET BOX CULVERT REPLACEMENT PROJECT  
PROJECT NO. BR-106-3215  
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council  
City of Cedar Falls, Iowa

The undersigned hereby certifies that Peterson Contractors, Inc. have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the OLIVE STREET BOX CULVERT REPLACEMENT PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	CLEARING AND GRUBBING	UNITS	170	\$ 125.00	\$21,250.00
2	EXCAVATION, CLASS 10, CHANNEL	CY	171.4	\$ 32.50	\$5,570.50
3	EXCAVATION, CLASS 10, ROADWAY	CY	195	\$ 35.00	\$ 6,825.00
4	EXCAVATION, CLASS 20	CY	2494.1	\$ 0.01	\$ 24.94
5	REMOVALS, STRUCTURAL BASES	EACH	3	\$ 1,500.00	\$ 4,500.00
6	SUBBASE, GRANULAR	SY	520	\$ 17.50	\$9,100.00
7	SUBBASE, MODIFIED	CY	37.8	\$ 90.00	\$3,402.00

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
8	SUBBGRADE PREPARATION, 12 IN.	SY	520	\$ 2.50	\$ 1,300.00
9	SUBGRADE TREATMENT, GEOGRID	SY	100	\$ 2.50	\$ 250.00
10	TOPSOIL, ONSITE	CY	150	\$ 25.00	\$ 3,750.00
11	TOPSOIL, OFFSITE	CY	50	\$ 42.50	\$ 2,125.00
12	SPECIAL BACKFILL FOR BLANKET AND SUBDRAIN	CY	1182.1	\$ 70.00	\$ 82,747.00
13	MACADAM STONE BASE	TON	515	\$ 42.50	\$ 21,887.50
14	REMOVAL OF EXISTING STRUCTURES	LS	1 <del>X</del>	\$ 90,000.00	\$ 90,000.00
15	EXCAVATION, CLASS 20	CY	2494.1	\$ 30.00	\$ 74,823.00
16	EXCAVATION, CLASS 23, BOULDERS, CONCRETE RIP RAP, GABION	CY	50	\$ 30.00	\$ 1,500.00
17	SPECIAL BACKFILL	TON	625.9	\$ 35.00	\$ 21,906.50
18	COMPACTION WITH MOISTURE CONTROL (STRUCTURES)	CY	1182.1	\$ 7.50	\$ 8,865.75
19	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	42.5	\$ 1,275.00	\$ 54,187.50
20	STRUCTURAL CONCRETE (RCB CULVERT)	CY	60.7	\$ 1,400.00	\$ 84,980.00
21	REINFORCING STEEL	LB	15079	\$ 2.15	\$ 32,419.85
22	STRUCTURAL STEEL PEDESTRIAN HAND RAILING	LF	88	\$ 600.00	\$ 52,800.00
23	PRECAST CONCRETE BOX CULVERT, 14 FT X 6 FT (UNITS SIDE X SIDE = TWIN WIDTH)	LF	228	\$ 3,700.00	\$ 843,600.00
24	PRECAST CONCRETE BOX CULVERT, STRAIGHT END SECTION, 14 FT X 6 FT	EACH	1	\$ 34,500.00	\$ 34,500.00
25	SPECIAL PRECAST CONCRETE BOX CULVERT, STRAIGHT END SECTION, 14 FT. X 6FT.	EACH	1	\$ 38,500.00	\$ 38,500.00
26	FLOWABLE MORTAR	CY	429.2	\$ 178.00	\$ 76,397.60
27	ENGINEERING FABRIC	SY	416	\$ 2.50	\$ 1,040.00
28	SAFETY CLOSURE	EACH	4	\$ 100.00	\$ 400.00
29	SAFETY FENCING	LF	800	\$ 23.50	\$ 18,800.00
30	ELECTRICAL CIRCUITS	LF	320	\$ 13.00	\$ 4,160.00
31	LIGHT POLE REMOVAL	EACH	1	\$ 650.00	\$ 650.00
32	TYPE 1 LIGHTING POLES	EACH	6	\$ 8,500.00	\$ 51,000.00

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
33	REMOVAL OF TYPE A SIGN ASSEMBLY	EACH	2	\$ 200.00	\$ 400.00
34	TYPE A SIGNS, REMOVAL AND REINSTALL	EACH	5	\$ 300.00	\$ 1,500.00
35	MOBILIZATION	LS	1	\$ 263,500.00	\$ 263,500.00
36	OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4	\$ 150.00	\$ 600.00
37	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4	\$ 20.00	\$ 80.00
38	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4	\$ 20.00	\$ 80.00
39	TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1	\$ 350.00	\$ 350.00
40	MAINTENANCE OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1	\$ 40.00	\$ 40.00
41	REMOVAL OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1	\$ 40.00	\$ 40.00
42	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN.	LF	250	\$ 2.25	\$ 562.50
43	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN.	LF	250	\$ 3.00	\$ 750.00
44	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	500	\$ 0.75	\$ 375.00
45	ROLLED EROSION CONTROL PRODUCT, TYPE II	SQ	62	\$ 15.00	\$ 930.00
46	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	50	\$ 50.00	\$ 2,500.00
47	REMOVAL OF SANITARY SEWER, LESS THAN 36 IN.	LF	50	\$ 40.00	\$ 2,000.00
48	SANITARY ABANDONMENT, PLUG AND FILL, LESS THAN 36 IN.	LF	246	\$ 25.00	\$ 6,150.00
49	REMOVAL OF STORM SEWER, LESS THAN 36 IN.	LF	99	\$ 40.00	\$ 3,960.00
50	SANITARY SEWER, TRENCHED, TRUSS, 8 IN.	LF	10	\$ 230.00	\$ 2,300.00
51	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF	58	\$ 110.00	\$ 6,380.00
52	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF	76	\$ 115.00	\$ 8,740.00
53	STORM SEWER, TRENCHED, HDPE, 6 IN.	LF	34	\$ 75.00	\$ 2,550.00
54	SUBDRAIN OUTLETS AND CONNECTIONS, EXISTING SUBDRAIN, 6 IN.	EACH	4	\$ 650.00	\$ 2,600.00
55	SUBDRAIN OUTLETS AND	EACH	6	\$ 650.00	\$ 3,900.00

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
	CONNECTIONS, PER PLAN, 6 IN.				
56	SUBDRAIN, TYPE S, 6 IN.	LF	1217	\$ 16.00	\$19,472.00
57	FITTINGS BY COUNT, DUCTILE IRON, 8 IN TO 4 IN, REDUCER	EACH	2	\$ 1,000.00	\$ 2,000.00
58	FITTINGS BY COUNT, DUCTILE IRON, 8 IN, 45° ELBOW	EACH	4	\$ 1,000.00	\$ 4,000.00
59	FITTINGS BY COUNT, DUCTILE IRON, 4 IN, 90° ELBOW	EACH	4	\$ 1,000.00	\$ 4,000.00
60	WATER MAIN, DIRECT BURIED, DUCTILE IRON PIPE (DIP), 4 IN, POLY WRAPPED	LF	40	\$ 125.00	\$ 5,000.00
61	WATER MAIN, DIRECT BURIED, DUCTILE IRON PIPE (DIP), 8 IN, POLY WRAPPED	LF	110	\$ 90.00	\$ 9,900.00
62	WATER SERVICE STUB, COPPER, 3/4 IN	LF	59.7	\$ 65.00	\$3,880.50
63	VALVE, GATE, DIP, 8 IN	EACH	2	\$ 3,250.00	\$ 6,500.00
64	ADJUSTMENT OF EXISTING MANHOLE OR INTAKE, MAJOR	EACH	1	\$ 5,250.00	\$ 5,250.00
65	INTAKE, SW-507	EACH	3	\$ 8,750.00	\$ 26,250.00
66	INTAKE, SW-513 (36"X36")	EACH	2	\$ 9,600.00	\$ 19,200.00
67	MANHOLE, SW-401, 48 IN.	EACH	1	\$ 7,000.00	\$ 7,000.00
68	INTAKE, NYLOPLAST HEAVY DUTY 3' X 3' GRATE	EACH	1	\$ 5,750.00	\$ 5,750.00
69	REMOVALS, MANHOLE OR INTAKE	EACH	1	\$ 1,250.00	\$ 1,250.00
70	SANITARY SEWER, MANHOLE, SW-301, 48 IN.	EACH	1	\$ 7,000.00	\$ 7,000.00
71	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	416.8	\$ 95.00	\$39,596.00
72	CURB AND GUTTER	LF	36	\$ 70.00	\$ 2,520.00
73	DETECTABLE WARNINGS, CAST IRON	SF	10	\$ 52.00	\$ 520.00
74	DRIVEWAYS, PCC, 6 IN.	SY	104.6	\$ 75.00	\$ 7,845.00
75	PCC SIDEWALK, PCC, 4 IN.	SY	179.6	\$ 60.00	\$10,776.00
76	PCC SIDEWALK, PCC, 6 IN.	SY	3.8	\$ 300.00	\$ 1,140.00
77	REMOVAL OF SIDEWALK, SHARED USE PATH, OR DRIVEWAY	SY	914	\$ 7.50	\$6,855.00
78	REMOVAL OF CURB AND GUTTER	LF	36	\$ 7.50	\$ 270.00
79	REMOVAL OF PAVEMENT	SY	421.4	\$ 7.50	\$ 3,160.50

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
80	SAWCUT FOR REMOVALS	LF	123.8	\$ 12.00	\$1,485.60
81	HANDHOLES AND JUNCTION BOXES	EACH	1	\$ 750.00	\$ 750.00
82	TRAFFIC CONTROL	LS	1	\$ 3,600.00	\$ 3,600.00
83	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	ACRE	0.2 <del>2</del>	\$ 5,000.00	\$ 1,000.00
84	TEMPORARY HYDRO-SEEDING TYPE 4	ACRE	0.2 <del>2</del>	\$ 3,500.00	\$ 700.00
85	WATERING	MGAL	100	\$ 50.00	\$ 5,000.00
86	REVTMENT, CLASS E	TON	317	\$ 42.50	\$ 13,472.50
87	HANDRAILING, REMOVAL AND REINSTALLATION	LF	18	\$ 115.00	\$ 2,070.00
88	REMOVAL OF HANDRAILING	LF	155	\$ 35.00	\$5,425.00
89	VINYL FENCE, 72 IN.	LF	185	\$ 95.00	\$ 17,575.00
90	VINYL GATE, 72 IN.	EACH	1	\$ 750.00	\$ 750.00
91	DEMOLITION, HOUSE	LS	1	\$ 13,000.00	\$ 13,000.00
92	CONCRETE WASHOUT	LS	1	\$ 750.00	\$ 750.00
93	TEMPORARY SHORING	LS	1	\$ 240,000.00	\$ 240,000.00
94	LANDSCAPING	LS	1	\$ 100,000.00	\$ 100,000.00
95	LANDSCAPE PAVERS	SF	7860	\$ 15.00	\$ 117,900.00
96	LANDSCAPE PAVERS REMOVE AND REPLACE	SF	50	\$ 20.00	\$ 1,000.00
97	TEMPORARY PAVEMENT, 6 IN.	SY	225	\$ 55.00	\$ 12,375.00
<b>TOTAL BID</b>					<b>\$ 2,699,537.74</b>

Please see the attached Itemized Cost Report.

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Items 1-97). The successful bidder will be determined by evaluating the Total Bid shown above which shall be done online via the QuestCDN website. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and

### Performance, Payment and Maintenance Bond

SURETY BOND NO. 107614932

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Million Six Hundred Ninety Nine Thousand Five Hundred Thirty Seven Dollars and Seventy Four Cents (\$ 2,699,537.74 ), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2022, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

#### Olive Street Box Culvert Replacement Project Project BR-106-3215

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of  2  year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

**Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.**

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
  - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Blackhawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. BR-106-3215

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Surety Countersigned By:

**PRINCIPAL:**

**Not Required**  
\_\_\_\_\_  
Signature of Agent

**Peterson Contractors, Inc.**  
\_\_\_\_\_  
Contractor

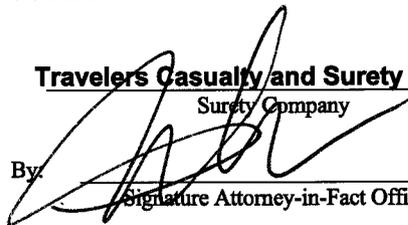
By:   
\_\_\_\_\_  
Signature  
president  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name of Agent

**SURETY:**

\_\_\_\_\_  
Company Name

**Travelers Casualty and Surety Company of America**  
\_\_\_\_\_  
Surety Company

By:   
\_\_\_\_\_  
Signature Attorney-in-Fact Officer & IA Resident Agent

\_\_\_\_\_  
Company Address

**Anne Crowner, Attorney-in-Fact & IA Resident Agent**  
\_\_\_\_\_  
Printed Name of Attorney-in-Fact Officer & IA Resident Agent

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Telephone Number

**Holmes, Murphy and Associates, LLC**  
\_\_\_\_\_  
Company Name

**FORM APPROVED BY:**

**2727 Grand Prairie Parkway**  
\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Attorney for Owner

**Waukee, IA 50263**  
\_\_\_\_\_  
City, State, Zip Code

**(515) 223-6800**  
\_\_\_\_\_  
Company Telephone Number

**NOTE:**

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Anne Crowner** of **WAUKEE** , Iowa , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

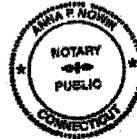
City of Hartford ss.

By: *Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



*Anna P. Nowik*  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



ENDORSEMENT #

This endorsement, effective 12:01 a.m., July 1, 2022 forms a part of Policy No. CWD745990102 issued to PETERSON CONTRACTORS, INC. by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
CITY OF CEDAR FALLS, IOWA	222 CLAY STREET CEDAR FALLS, IA 50613	30

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective July 1, 2022  
Insured PETERSON CONTRACTORS, INC.

Policy No. CWD745990102

Endorsement No.  
Premium \$ Included

Insurance Company  
XL Specialty Insurance Company

Countersigned by \_\_\_\_\_

POLICY NUMBER: CGD745990202

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19

Effective 7-1-2022

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.</p>	<p>VARIOUS AS REQUIRED PER WRITTEN CONTRACT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: CGD745990202

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

Effective 7-1-2022

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**ENDORSEMENT #031**

This endorsement, effective 12:01 a.m., July 1, 2022, forms a part of Policy No. CGD7459902 issued  
to PETERSON CONTRACTORS, INC.

by Greenwich Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GOVERNMENTAL IMMUNITIES ENDORSEMENT**

**CITY OF DES MOINES, IOWA  
CITY OF CEDAR RAPIDS, IOWA  
CITY OF CORALVILLE, IOWA  
CITY OF CEDAR FALLS, IOWA  
CITY OF DUBUQUE, IOWA**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Under the terms of this Endorsement, Jurisdiction shall mean any municipal corporation, as defined in Chapter 670 of the Iowa Code, with respect to all work and services performed by the named insured for any such Jurisdiction as identified on any Certificate of Insurance issued as proof of insurance as required by the Urban Standard Specifications for Public Improvements.

1. **Cancellation and Material Change**

Thirty (3) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits, and ten (10) days written notice of non-payment of premium shall be sent to the Jurisdiction at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certifications of Insurance to which this endorsement is attached.

2. **Additional Insured**

The Jurisdiction, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insureds with respect to insured autos and arising out of the contractor's work and services performed for the Jurisdiction. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection

available to the Additional Insureds, whether other available coverage be primary, contributing, or excess.

3. Government Immunities

- A. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and including the jurisdiction as an Additional Insured does not waive any of the defenses of governmental immunity available to the Jurisdiction under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- B. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- C. Assertion of Governmental Immunity. The Jurisdiction shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Jurisdiction.
- D. Non-Denial of Coverage. The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) or governmental immunity asserted by the Jurisdiction.
- E. No Other Change in Policy. The insurance carrier and the Jurisdiction agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

All other terms and conditions of this policy remain unchanged.

**FORM OF PROPOSAL  
OLIVE STREET BOX CULVERT REPLACEMENT PROJECT  
PROJECT NO. BR-106-3215  
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council  
City of Cedar Falls, Iowa

The undersigned hereby certifies that Peterson Contractors, Inc. have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the OLIVE STREET BOX CULVERT REPLACEMENT PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	CLEARING AND GRUBBING	UNITS	170	\$ 125.00	\$21,250.00
2	EXCAVATION, CLASS 10, CHANNEL	CY	171.4	\$ 32.50	\$5,570.50
3	EXCAVATION, CLASS 10, ROADWAY	CY	195	\$ 35.00	\$ 6,825.00
4	EXCAVATION, CLASS 20	CY	2494.1	\$ 0.01	\$ 24.94
5	REMOVALS, STRUCTURAL BASES	EACH	3	\$ 1,500.00	\$ 4,500.00
6	SUBBASE, GRANULAR	SY	520	\$ 17.50	\$9,100.00
7	SUBBASE, MODIFIED	CY	37.8	\$ 90.00	\$3,402.00

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
8	SUBGRADE PREPARATION, 12 IN.	SY	520	\$ 2.50	\$ 1,300.00
9	SUBGRADE TREATMENT, GEOGRID	SY	100	\$ 2.50	\$ 250.00
10	TOPSOIL, ONSITE	CY	150	\$ 25.00	\$ 3,750.00
11	TOPSOIL, OFFSITE	CY	50	\$ 42.50	\$ 2,125.00
12	SPECIAL BACKFILL FOR BLANKET AND SUBDRAIN	CY	1182.1	\$ 70.00	\$ 82,747.00
13	MACADAM STONE BASE	TON	515	\$ 42.50	\$ 21,887.50
14	REMOVAL OF EXISTING STRUCTURES	LS	1 <del>XX</del>	\$ 90,000.00	\$ 90,000.00
15	EXCAVATION, CLASS 20	CY	2494.1	\$ 30.00	\$ 74,823.00
16	EXCAVATION, CLASS 23, BOULDERS, CONCRETE RIP RAP, GABION	CY	50	\$ 30.00	\$ 1,500.00
17	SPECIAL BACKFILL	TON	625.9	\$ 35.00	\$ 21,906.50
18	COMPACTION WITH MOISTURE CONTROL (STRUCTURES)	CY	1182.1	\$ 7.50	\$ 8,865.75
19	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	42.5	\$ 1,275.00	\$ 54,187.50
20	STRUCTURAL CONCRETE (RCB CULVERT)	CY	60.7	\$ 1,400.00	\$ 84,980.00
21	REINFORCING STEEL	LB	15079	\$ 2.15	\$ 32,419.85
22	STRUCTURAL STEEL PEDESTRIAN HAND RAILING	LF	88	\$ 600.00	\$ 52,800.00
23	PRECAST CONCRETE BOX CULVERT, 14 FT X 6 FT (UNITS SIDE X SIDE = TWIN WIDTH)	LF	228	\$ 3,700.00	\$ 843,600.00
24	PRECAST CONCRETE BOX CULVERT, STRAIGHT END SECTION, 14 FT X 6 FT	EACH	1	\$ 34,500.00	\$ 34,500.00
25	SPECIAL PRECAST CONCRETE BOX CULVERT, STRAIGHT END SECTION, 14 FT. X 6FT.	EACH	1	\$ 38,500.00	\$ 38,500.00
26	FLOWABLE MORTAR	CY	429.2	\$ 178.00	\$ 76,397.60
27	ENGINEERING FABRIC	SY	416	\$ 2.50	\$ 1,040.00
28	SAFETY CLOSURE	EACH	4	\$ 100.00	\$ 400.00
29	SAFETY FENCING	LF	800	\$ 23.50	\$ 18,800.00
30	ELECTRICAL CIRCUITS	LF	320	\$ 13.00	\$ 4,160.00
31	LIGHT POLE REMOVAL	EACH	1	\$ 650.00	\$ 650.00
32	TYPE 1 LIGHTING POLES	EACH	6	\$ 8,500.00	\$ 51,000.00

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
33	REMOVAL OF TYPE A SIGN ASSEMBLY	EACH	2	\$ 200.00	\$ 400.00
34	TYPE A SIGNS, REMOVAL AND REINSTALL	EACH	5	\$ 300.00	\$ 1,500.00
35	MOBILIZATION	LS	1	\$ 263,500.00	\$ 263,500.00
36	OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4	\$ 150.00	\$ 600.00
37	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4	\$ 20.00	\$ 80.00
38	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4	\$ 20.00	\$ 80.00
39	TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1	\$ 350.00	\$ 350.00
40	MAINTENANCE OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1	\$ 40.00	\$ 40.00
41	REMOVAL OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1	\$ 40.00	\$ 40.00
42	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN.	LF	250	\$ 2.25	\$ 562.50
43	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN.	LF	250	\$ 3.00	\$ 750.00
44	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	500	\$ 0.75	\$ 375.00
45	ROLLED EROSION CONTROL PRODUCT, TYPE II	SQ	62	\$ 15.00	\$ 930.00
46	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	50	\$ 50.00	\$ 2,500.00
47	REMOVAL OF SANITARY SEWER, LESS THAN 36 IN.	LF	50	\$ 40.00	\$ 2,000.00
48	SANITARY ABANDONMENT, PLUG AND FILL, LESS THAN 36 IN.	LF	246	\$ 25.00	\$ 6,150.00
49	REMOVAL OF STORM SEWER, LESS THAN 36 IN.	LF	99	\$ 40.00	\$ 3,960.00
50	SANITARY SEWER, TRENCHED, TRUSS, 8 IN.	LF	10	\$ 230.00	\$ 2,300.00
51	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF	58	\$ 110.00	\$ 6,380.00
52	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF	76	\$ 115.00	\$ 8,740.00
53	STORM SEWER, TRENCHED, HDPE, 6 IN.	LF	34	\$ 75.00	\$ 2,550.00
54	SUBDRAIN OUTLETS AND CONNECTIONS, EXISTING SUBDRAIN, 6 IN.	EACH	4	\$ 650.00	\$ 2,600.00
55	SUBDRAIN OUTLETS AND	EACH	6	\$ 650.00	\$ 3,900.00

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
	CONNECTIONS, PER PLAN, 6 IN.				
56	SUBDRAIN, TYPE S, 6 IN.	LF	1217	\$ 16.00	\$19,472.00
57	FITTINGS BY COUNT, DUCTILE IRON, 8 IN TO 4 IN, REDUCER	EACH	2	\$ 1,000.00	\$ 2,000.00
58	FITTINGS BY COUNT, DUCTILE IRON, 8 IN, 45° ELBOW	EACH	4	\$ 1,000.00	\$ 4,000.00
59	FITTINGS BY COUNT, DUCTILE IRON, 4 IN, 90° ELBOW	EACH	4	\$ 1,000.00	\$ 4,000.00
60	WATER MAIN, DIRECT BURIED, DUCTILE IRON PIPE (DIP), 4 IN, POLY WRAPPED	LF	40	\$ 125.00	\$ 5,000.00
61	WATER MAIN, DIRECT BURIED, DUCTILE IRON PIPE (DIP), 8 IN, POLY WRAPPED	LF	110	\$ 90.00	\$ 9,900.00
62	WATER SERVICE STUB, COPPER, 3/4 IN	LF	59.7	\$ 65.00	\$3,880.50
63	VALVE, GATE, DIP, 8 IN	EACH	2	\$ 3,250.00	\$ 6,500.00
64	ADJUSTMENT OF EXISTING MANHOLE OR INTAKE, MAJOR	EACH	1	\$ 5,250.00	\$ 5,250.00
65	INTAKE, SW-507	EACH	3	\$ 8,750.00	\$ 26,250.00
66	INTAKE, SW-513 (36"X36")	EACH	2	\$ 9,600.00	\$ 19,200.00
67	MANHOLE, SW-401, 48 IN.	EACH	1	\$ 7,000.00	\$ 7,000.00
68	INTAKE, NYLOPLAST HEAVY DUTY 3' X 3' GRATE	EACH	1	\$ 5,750.00	\$ 5,750.00
69	REMOVALS, MANHOLE OR INTAKE	EACH	1	\$ 1,250.00	\$ 1,250.00
70	SANITARY SEWER, MANHOLE, SW-301, 48 IN.	EACH	1	\$ 7,000.00	\$ 7,000.00
71	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	416.8	\$ 95.00	\$39,596.00
72	CURB AND GUTTER	LF	36	\$ 70.00	\$ 2,520.00
73	DETECTABLE WARNINGS, CAST IRON	SF	10	\$ 52.00	\$ 520.00
74	DRIVEWAYS, PCC, 6 IN.	SY	104.6	\$ 75.00	\$ 7,845.00
75	PCC SIDEWALK, PCC, 4 IN.	SY	179.6	\$ 60.00	\$10,776.00
76	PCC SIDEWALK, PCC, 6 IN.	SY	3.8	\$ 300.00	\$ 1,140.00
77	REMOVAL OF SIDEWALK, SHARED USE PATH, OR DRIVEWAY	SY	914	\$ 7.50	\$6,855.00
78	REMOVAL OF CURB AND GUTTER	LF	36	\$ 7.50	\$ 270.00
79	REMOVAL OF PAVEMENT	SY	421.4	\$ 7.50	\$ 3,160.50

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
80	SAWCUT FOR REMOVALS	LF	123.8	\$ 12.00	\$ 1,485.60
81	HANDHOLES AND JUNCTION BOXES	EACH	1	\$ 750.00	\$ 750.00
82	TRAFFIC CONTROL	LS	1	\$ 3,600.00	\$ 3,600.00
83	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	ACRE	0.2 <del>2</del>	\$ 5,000.00	\$ 1,000.00
84	TEMPORARY HYDRO-SEEDING TYPE 4	ACRE	0.2 <del>2</del>	\$ 3,500.00	\$ 700.00
85	WATERING	MGAL	100	\$ 50.00	\$ 5,000.00
86	REVTMENT, CLASS E	TON	317	\$ 42.50	\$ 13,472.50
87	HANDRAILING, REMOVAL AND REINSTALLATION	LF	18	\$ 115.00	\$ 2,070.00
88	REMOVAL OF HANDRAILING	LF	155	\$ 35.00	\$ 5,425.00
89	VINYL FENCE, 72 IN.	LF	185	\$ 95.00	\$ 17,575.00
90	VINYL GATE, 72 IN.	EACH	1	\$ 750.00	\$ 750.00
91	DEMOLITION, HOUSE	LS	1	\$ 13,000.00	\$ 13,000.00
92	CONCRETE WASHOUT	LS	1	\$ 750.00	\$ 750.00
93	TEMPORARY SHORING	LS	1	\$ 240,000.00	\$ 240,000.00
94	LANDSCAPING	LS	1	\$ 100,000.00	\$ 100,000.00
95	LANDSCAPE PAVERS	SF	7860	\$ 15.00	\$ 117,900.00
96	LANDSCAPE PAVERS REMOVE AND REPLACE	SF	50	\$ 20.00	\$ 1,000.00
97	TEMPORARY PAVEMENT, 6 IN.	SY	225	\$ 55.00	\$ 12,375.00
<b>TOTAL BID</b>					<b>\$ 2,699,537.74</b>

Please see the attached Itemized Cost Report.

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Items 1-97). The successful bidder will be determined by evaluating the Total Bid shown above which shall be done online via the QuestCDN website. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and



**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** August 8, 2022

**SUBJECT:** Maintenance and Repair Agreement  
Post-Construction Stormwater Management Plan  
Western Home Communities 10<sup>th</sup> Addition  
Western Home Services, Inc. & Western Home Independent Living  
Services, Inc.

The Post-Construction Stormwater Control Ordinance requires a formal Maintenance and Repair Agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for City Council review.

The Engineering Division of the Public Works Department has reviewed the stormwater management plan and Maintenance and Repair Agreement for Western Home Communities 10th Addition and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

xc: Chase Schrage, Director of Public Works  
David Wicke, City Engineer

Prepared by: Mark F. Conway c/o Swisher & Cohrt, PLC, 528 W. 4<sup>th</sup> St., Waterloo, IA 50704 Ph: (319) 232-6555

## STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between Western Home Services, Inc., and Western Home Independent Living Services, Inc., Iowa nonprofit corporations, (collectively the "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the 20<sup>th</sup> day of July, 2022.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 24-341 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").

2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

- a. Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.
- b. Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. If the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

*[signature page follows]*



EXHIBIT A

LEGAL DESCRIPTION

All that part of Pinnacle Prairie Business Center North, and that part of the Northeast Quarter (NE 1/4) of Section Twenty-five (25), Township Eighty-nine North (T89N), Range Fourteen West (R14W), of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

Tract 'B', Lot Sixteen (16), and Lot Twenty-one (21) through to and including Lot Thirty-one (31), all in aforesaid Pinnacle Prairie Business Center North.

AND

Parcel "D", Document No. 2007-08747 in the Black Hawk County Recorder's Office.

EXHIBIT B

STORMWATER MANAGEMENT FACILITIES

# Western Home Communities 10th Addition Overall Site Plan Cedar Falls, Iowa

**Wayne Claassen Engineering and Surveying, Inc.**  
2705 University Avenue • P.O. Box 898 • Waterloo, Iowa 50701  
Phone: (319) 235-6294 • Fax: (319) 235-0028



BK	754	PG	9	DR	RAD	DATE	10.21	
FILE NO.	4532	CK'D	WJC	DATE	10.21			
DATE PLOTTED:	7.6.2022	FILENAME:						
REVISIONS								
1								
2								
3								
4								
5								

whc10\_0321\_Case-2.dwg

**EXHIBIT B**



**BUILDING LOW WATER ENTRY ELEVATIONS**

NUMBER/ SIDE	BLDG FFE	BASEMENT FLOOR ELEV	NOTES
1-North	953.80	N/A	FFE is at Garage Entrance
1-South	953.80	N/A	FFE is at Garage Entrance
2-North	952.00	N/A	FFE is at Garage Entrance
2-South	952.00	N/A	FFE is at Garage Entrance
3-North	954.00	944.67	FFE is at Garage Entrance
3-South	954.00	944.67	FFE is at Garage Entrance
4-North	952.50	943.17	FFE is at Garage Entrance
4-South	952.50	943.17	FFE is at Garage Entrance
5-East	947.00	N/A	FFE is at Garage Entrance
5-West	945.50	N/A	FFE is at Garage Entrance
6-East	945.00	N/A	FFE is at Garage Entrance
6-West	943.00	N/A	FFE is at Garage Entrance
7-East	941.10	N/A	FFE is at Garage Entrance
7-West	939.60	N/A	FFE is at Garage Entrance
8-East	938.20	N/A	FFE is at Garage Entrance
8-West	936.70	N/A	FFE is at Garage Entrance
9-East	950.80	N/A	FFE is at Garage Entrance
9-West	950.80	N/A	FFE is at Garage Entrance
10-East	950.60	N/A	FFE is at Garage Entrance
10-West	950.60	N/A	FFE is at Garage Entrance
11-East	950.00	N/A	FFE is at Garage Entrance
11-West	950.00	N/A	FFE is at Garage Entrance
12-East	948.50	N/A	FFE is at Garage Entrance
12-West	948.00	N/A	FFE is at Garage Entrance
13-East	946.80	N/A	FFE is at Garage Entrance
13-West	945.30	N/A	FFE is at Garage Entrance
14-East	943.20	N/A	FFE is at Garage Entrance
14-West	942.20	N/A	FFE is at Garage Entrance
15-East	940.60	N/A	FFE is at Garage Entrance
15-West	939.60	N/A	FFE is at Garage Entrance
16-East	938.00	N/A	FFE is at Garage Entrance
16-West	937.00	N/A	FFE is at Garage Entrance
17-North	934.50	N/A	FFE is at Garage Entrance
17-South	934.50	N/A	FFE is at Garage Entrance
18-North	934.00	N/A	FFE is at Garage Entrance
18-South	934.00	N/A	FFE is at Garage Entrance

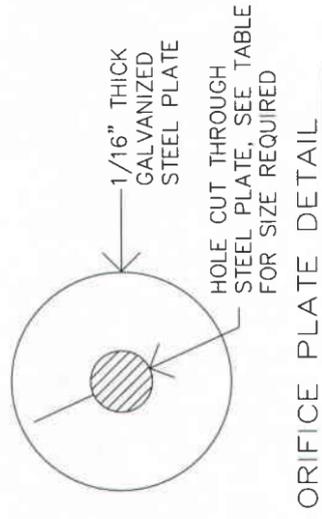
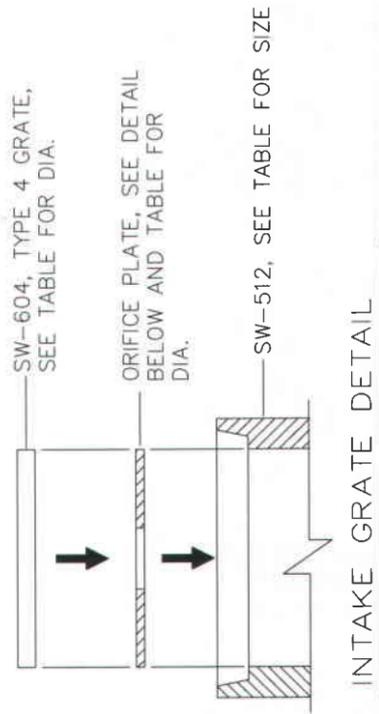
NOTES:

1.

**STORM WATER DETENTION**

BASIN	RELEASE RATE (GFS)		REQ'D VOLUME (CF)	HEAD (H) AT MAX PONDING (FT)	VOLUME @ OVERFLOW (CF)	BOTTOM ELEV.	O/F ELEV.	ORIFICE DIA. (INCHES)	NOTES
	TOTAL	CONTROLLED							
A	3.81	3.64	4,937	2.00	5,090	948.00	950.20	9.90	
B	6.04	3.97	6,898	2.75	8,249	932.25	935.00	9.55	
C	2.38	1.64	2,222	1.50	2,568	942.50	944.00	7.14	
D	1.40	0.77	1,612	1.50	1,688	943.00	944.00	4.89	
E	1.44	0.85	1,452	1.00	2,169	940.50	942.00	5.69	
F	1.80	0.84	2,358	1.00	2,396	938.00	939.00	5.66	
G	4.39	2.14	5,398	2.20	5,933	929.80	932.00	7.41	

NOTES:



BK 754 PG 9 DR RAD DATE 10.21  
 FILE NO 4532 CK'D WJC DATE 10.21  
 DATE PLOTTED: 7.6.2022  
 REVISIONS  
 FILENAME: StmTables.dwg



## DETENTION BASIN OPERATION AND MAINTENANCE MANUAL

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

<b><i>BMP element:</i></b>	<b><i>Potential problem:</i></b>	<b><i>How I will remediate the problem:</i></b>
<b><i>The entire BMP</i></b>	Trash/debris is present.	Remove the trash/debris.
<b><i>The perimeter of the detention basin</i></b>	Areas of bare soil and/or erosion gullies has formed.	Regrade the soil if necessary to remove the gully, and then plant a ground com and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<b><i>The inlet device: pipe or swale</i></b>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it out and provide erosion control devises such as reinforced turf matting or riprap to avoid future problems with erosion.
<b><i>The forebay</i></b>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<b><i>The main detention area</i></b>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants com 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<b><i>The embankment</i></b>	Shrubs have started to grow on the embankment.	Remove shrubs immediately .
	A tree has started to grow on the embankment.	Remove the tree immediately.
<b><i>The outlet device</i></b>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
<b><i>Washed stone in front of orifice outlet</i></b>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<b><i>The receiving water</i></b>	Erosion or other signs of damage has occurred at the outlet.	Repair damage.

## EXHIBIT D

## MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

## DESCRIPTION:

1. Inspect system within 60 days of initial operation.
2. Four periodic inspections of system within first year of operation.
3. Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
4. After one year of system operation, inspect annually.

EXHIBIT E

*Stormwater Management Inspection/Maintenance Form  
To be kept on site*

PROJECT NAME: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

OWNER/LEGAL ENTITY: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

INITIAL DATE OF OPERATION: \_\_\_\_\_

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8606  
 Fax: 319-273-8610  
 www.cedarfalls.com

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert Green and City Council  
**FROM:** Thom Weintraut, AICP, Planner III  
 Matthew Tolan, EI, Civil Engineer II  
**DATE:** August 5, 2022  
**SUBJECT:** Western Home Community Tenth Addition preliminary and final plat.

**REQUEST:** Request to approve the preliminary and final plat for Western Home Communities Tenth Addition, Cases #PP22-001 and #FP22-002

**PETITIONER:** Western Home Independent Living Services, Inc., owner; Western Home Communities, developer; Wayne Claassen Engineering and Surveying, Inc., Engineer

**LOCATION:** The property is located on the north and south side of Wild Rye Way between Prairie Parkway and Bluebell Road.

### PROPOSAL

The petitioner has submitted a preliminary and final plat application concurrently to replat Lots 16 and 21 thru 31 and Parcel 'B' of Pinnacle Prairie Business Center North and a remnant parcel, Parcel 'D,' into two lots for the expansion of the Western Home Communities. The property is located on the north and south side of Wild Rye Way between Prairie Parkway and Bluebell Road. Lot 1 on the south side of Wild Rye Way will contain nine (9) duplex units and Lot 2 on the north side will have ten (10) duplex units. The lots will have individual driveway access from Bluebell Road and Wild Rye Way in addition to an access easement from Wild Rye Way serving four (4) of the duplex units at the southeast corner of Lot 1. The MercyOne Bluebell Clinic is located west of the site, Dr. Shawn Reese Periodontics to the north, Cedar Valley OrthoAgility Center and the Parkway Family Dentistry office to the east, and the Western Homes Communities to the south.



**BACKGROUND**

The property is part of the Pinnacle Prairie Master Plan development which was initially approved by the City in 2004 with amendments made in 2015, 2021 and most recent amendment in June of 2022 to allow the expansion of the Western Home Communities. This area of the Master Plan was amended from Multi-Family and Mixed Use to Western Home; however, because the underlying zoning is MU: Mixed Use, no zoning changes were necessary to allow this type of development. With the most recent amendment, Western Homes submitted a concept plan with the layout of the residential buildings as part of the review process for the Master Plan amendment and since the public infrastructure is already in place the concept plan was recommended for approval as a site plan at that time.

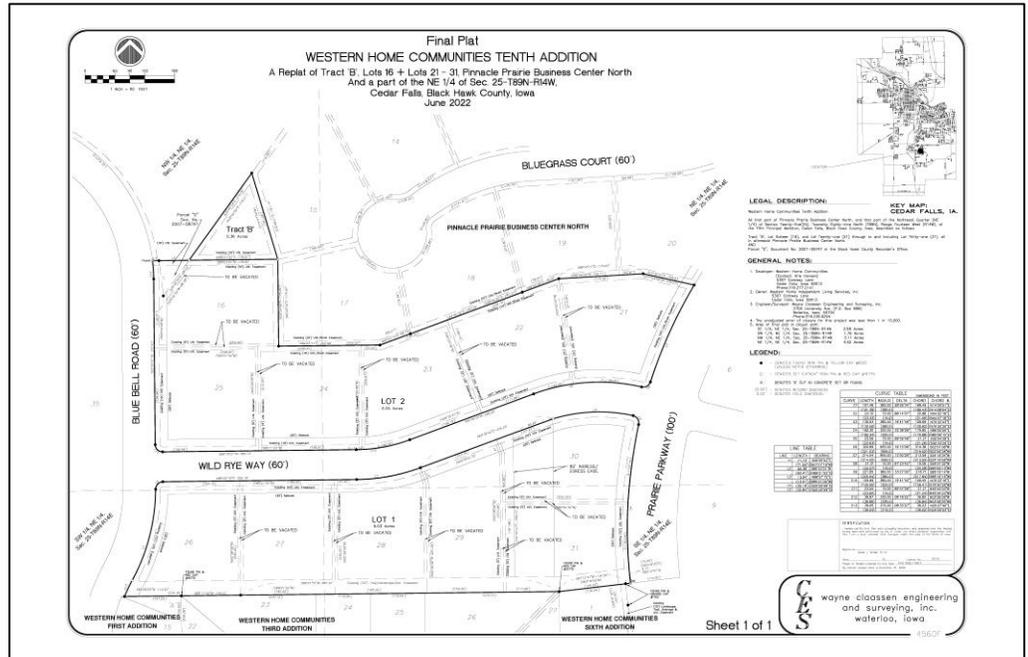


The preliminary and final plats are the final two steps in the process for the construction of the duplexes, which will be managed by Western Home Communities in a similar manner as their previous additions.

A storm water plan was created for the final plat of Pinnacle Prairie Business Center North and storm sewers constructed accordingly. An updated stormwater management plan has been submitted for the proposed residential development.

**ANALYSIS**

The petitioner, Western Home Communities, proposes a preliminary and final plat for Western Home Communities Tenth Addition; a Replat of Tract "B", Lots 16, + 21 – 31 and Tract 'B' Pinnacle Prairie Business Center North. The total acreage for the two lots is 12.09 acres. Again, the site is located on the north and south side of Wild Rye Way between Bluebell Road and Prairie Parkway. The property is zoned Mixed Use (MU). The proposed plat is consistent with the approved Pinnacle Prairie MU District Master Plan, recently amended.



The public improvements, including streets, water and sewer mains, storm sewers, and a

segment of the Pinnacle Prairie Trail, were constructed with the previous subdivision, Pinnacle Prairie Business Center North, which was approved in May 2015. The only remaining public infrastructure to be installed is the public sidewalks, which will be constructed at the time the dwelling units are built. The Deed of Dedication notes that a private association will be established to maintain the private drive, stormwater detention facilities, greenspace and common shared property.

With regard to stormwater management for the new residential development, stormwater will be directed to a series of private detention basins that will drain into the existing storm sewers constructed previously. As is typical, a maintenance and repair agreement between the developer and the City will be required at the time City Council approves the final plat.

The front setbacks are provided on the plat and all structures will be 25 feet from the right-of-way. The side and rear yard setbacks will be determined by the width of the drainage and utility easements. Since the Commission's July 13<sup>th</sup> meeting, the developer has delineated the stormwater and drainage easements on both the preliminary and final plats, which addresses a deficiency noted in the previous staff report.

Since the last meeting, staff worked with the applicant to amend the Deed of Dedication to follow the final edits of the preliminary plat and final plat (see attached). The applicant has supplied the following required documents for a final plat including the Surveyor Certificate, Black Hawk County Auditor approval of the subdivision name, and the final plat. The property owner does not have a mortgage on the property; therefore a statement from a lienholder is not required. An Attorney's Title Opinion has now been submitted.

The City Code states that the final plat must be in substantial conformance with the preliminary plat. The proposed final plat is conforming to the preliminary plat and the necessary revisions have been made to address previously noted deficiencies and technical issues on both the preliminary and final plats.

#### TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, has noted the following:

Stormwater drainage easements have now been added to the plats in the areas along the west, south and northeast portions of Lot 1 and along the north side of Lot 2 to delineate the areas on the property reserved for stormwater drainage. Staff worked with the applicant to make the necessary changes to the Deed of Dedication to reflect maintenance of all private utilities and stormwater maintenance. In addition, a number of minor corrections were made for clarity and legibility.

CFU states that the water, gas, and communication services are available to the site. There are existing 8" water services stubbed into the existing lots, which if not reused, shall be abandoned at the water main according to the water service policy. The developer is responsible for the construction of an additional water main and fire hydrant and services for the proposed villa sites on original Lot 31 and the south half of original Lot 29. Private sanitary sewer lines will be constructed to serve each duplex and extended along the private drive that serves the duplexes in the southeast corner of the subdivision.

It is anticipated that these plats will be considered at the August 15 City Council meeting, provided that the following necessary documents are submitted to the City by the agreed upon

submittal deadline.

1. 2 original copies of the DOD with wet signatures.
2. A Maintenance and Repair Agreement as per City requirements.
3. 6 full sized, stamped final plats with wet signatures.
4. An updated AutoCAD file and 11 x 17 pdf.
5. An additional wet signed surveyor's certificate.

### STAFF RECOMMENDATION

Staff recommends approval of PP22-001 and FP22-002, a preliminary and final plat for the Western Homes 10<sup>th</sup> Addition, subject to the following conditions:

- 1) Any comments or direction specified by the Planning & Zoning Commission.
- 2) Conformance with all city staff recommendations and technical requirements.

### PLANNING AND ZONING

Discussion  
7/13/2022

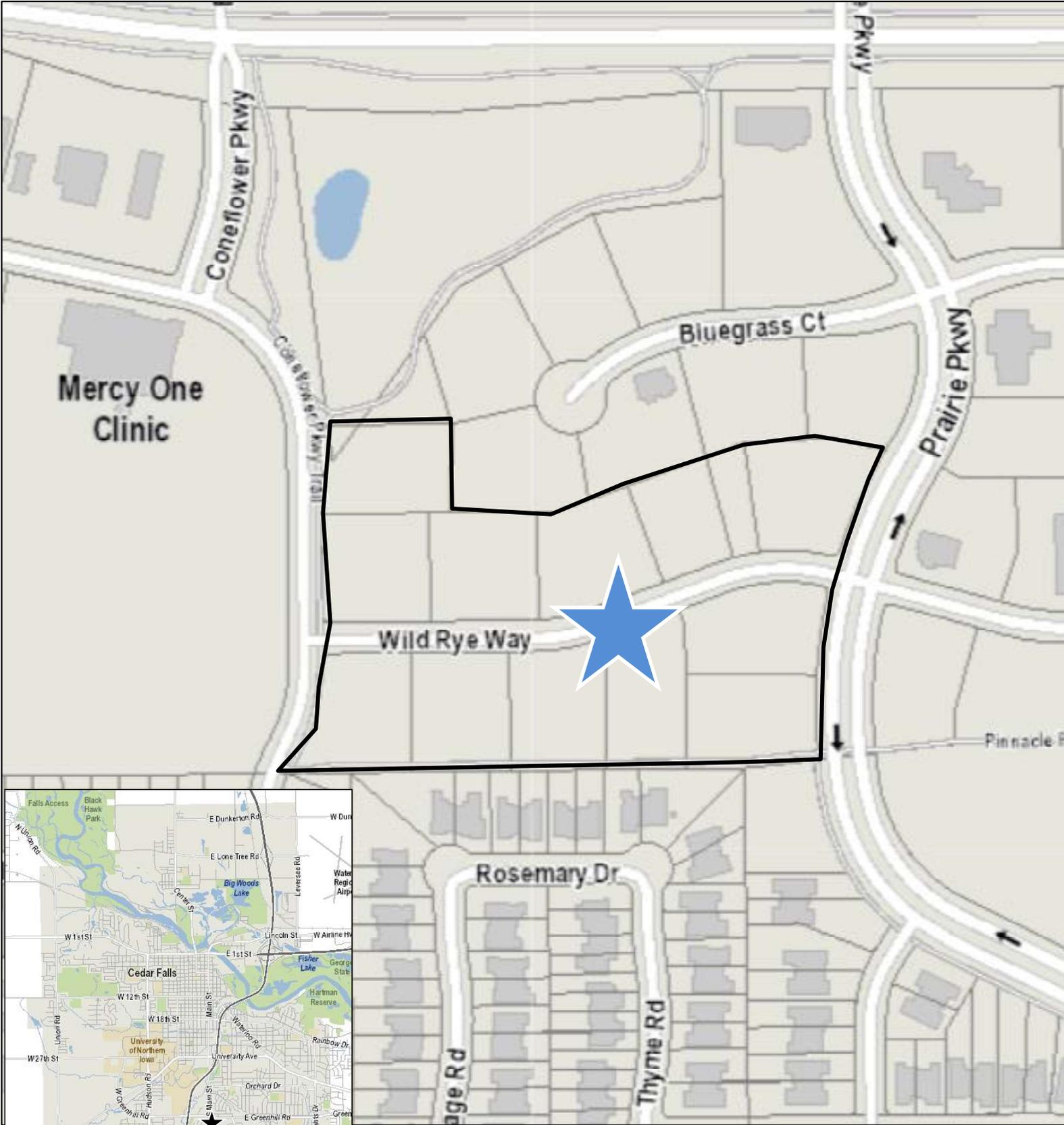
Chair Leeper introduced the item and Mr. Weintraut provided background information. He explained that the commission has seen part of this site recently during a master plan update earlier this year. The property is located between Prairie Parkway and Bluebell Road. The plan is to have nine duplexes on the lot to the south and ten on the north of Wild Rye Way, part of which will have private access easement for a portion of Lot 1 on the east side. He discussed public improvements and stormwater plans, as well as setbacks and easements. Mr. Weintraut went over technical comments, explaining that stormwater drainage easements will be needed to delineate the areas on the property reserved for stormwater drainage. The existing water services that are stubbed into existing lots shall be abandoned at the water main if not reused. The developer is responsible for the construction of an additional water main and fire hydrant, as well as the services, for the proposed villa sites on the original Lot 29 and 31. Private sanitary sewer lines will be required to serve each duplex. There are minor corrections that are needed for clarity and legibility of the plat. The item will be for discussion only at this time. Mr. Holst and Ms. Lynch abstained from the item. The item was moved on to the next meeting.

Review and  
Recommendation  
7/27/22

The first item of business was the preliminary and final plats for the Western Home Communities 10<sup>th</sup> Addition. Chair Leeper introduced the item and Mr. Weintraut provided background information. He explained that this item had been brought before the Commission at previous meetings and briefly discussed the updated information that had been provided. Several lots are being combined in the Pinnacle Prairie Business Park North into two lots for Western Homes. He discussed the technical comments and noted that staff recommends approval with any comments or direction from the Commission and conformance with all city staff recommendations and technical requirements.

Mr. Larson made a motion to approve the item. Ms. Crisman seconded the motion. The motion was approved unanimously with 5 ayes (Crisman, Grybovych, Larson, Leeper and Moser), 1 abstention (Lynch) and 0 nays.

Attachments:    Location map  
                     Preliminary Plat  
                     Final Plat  
                     Deed of Dedication  
                     Surveyor's Certificate



**Preliminary and Final Plat for Western Home Communities 10<sup>th</sup> Addition**

# Preliminary Plat WESTERN HOME COMMUNITIES TENTH ADDITION

A Replat of Tract 'B', Lots 16 + Lots 21 - 31, Pinnacle Prairie Business Center North  
And a part of the NE 1/4 of Sec. 25-T89N-R14W,  
Cedar Falls, Black Hawk County, Iowa  
July 2022

### LEGEND:

- 0.00' - DENOTES RECORD DIMENSION
- S - DENOTES EXISTING SUBRAIN
- ST - DENOTES EXISTING STORM SEWER LINE
- SA - DENOTES EXISTING SANITARY SEWER LINE
- WAT - DENOTES EXISTING WATER LINE
- ⊙ - DENOTES EXISTING SAN. SEWER MANHOLE
- ☆ - DENOTES LIGHT POLE
- ⊠ - DENOTES ELECTRIC BOX
- ⊡ - DENOTES TELEVISION BOX
- ⊢ - DENOTES TELEPHONE BOX
- ⊕ - DENOTES FIRE HYDRANT
- ⊗ - DENOTES WATER VALVE
- - - - DENOTES EXISTING CONTOUR LINE
- 950- - DENOTES PROPOSED CONTOUR LINE
- 24 - DENOTES EXISTING LOT NUMBER
- LOT 2 - DENOTES PROPOSED LOT NUMBER

### LEGAL DESCRIPTION:

Western Home Communities Tenth Addition

All that part of Pinnacle Prairie Business Center North, and that part of the Northeast Quarter (NE 1/4) of Section Twenty-five(25), Township Eighty-nine North (T89N), Range Fourteen West (R14W), of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

Tract 'B', Lot Sixteen (16), and Lot Twenty-one (21) through to and including Lot Thirty-one (31), all in aforesaid Pinnacle Prairie Business Center North.

AND

Parcel "D", Document No. 2007-08747 in the Black Hawk County Recorder's Office.

### GENERAL NOTES:

1. Developer: Western Home Communities  
(Contact: Kris Hansen)  
5307 Caraway Lane  
Cedar Falls, Iowa 50613  
Phone: 319.277.2141
2. Owner: Western Home Independent Living Services, Inc.  
5307 Caraway Lane  
Cedar Falls, Iowa 50613
3. Engineer/Surveyor: Wayne Claassen Engineering and Surveying, Inc.  
2705 University Ave. (P.O. Box 898)  
Waterloo, Iowa, 50704  
Phone: 319.235.6294
4. The unadjusted error of closure for this project was less than 1 in 10,000.
5. Electrical service is by Cedar Falls Utilities.
6. Gas service is by Cedar Falls Utilities.
7. Cable television service is by Cedar Falls Utilities AND Mediacom.
8. Telephone service is by Qwest.
9. Existing Zoning: MU Mixed Use Residential
10. Flood information of subject property:  
This Preliminary Plat is located Zone X which is areas determined to be outside the 0.2% annual chance floodplain. Firm Flood Insurance Rate Map Community-Panel number 19013C0277F, effective date July 18, 2011.
11. No wetlands are present on this property.
12. Sanitary sewer main, water main, and street paving are existing and will be used as constructed.
13. Existing sanitary sewer service and water service may be revised. Proposed revisions to be submitted to Cedar Falls Engineering Department with Site Construction Plans.
14. Some storm sewer structures, fire hydrants, street lighting, electrical and communications equipment may be revised. Proposed revisions to be submitted to Cedar Falls Engineering Department with Site Construction Plans and CFU as applicable.
15. Lot 16, and Lots 21 - 31 will be vacated by this Subdivision Plat. Tract 'B' will not be a part of Lot 02. Parcel "D" will be a part of Lot Two.
16. Minimum low opening elevations of each lot will be shown on construction plans.
17. Final storm water management plan will be submitted with construction plans.
18. Existing easements between existing lot lines will be vacated.
19. There are no environmental features that require maintaining/mitigating within this plat. The area to be disturbed exceeds 1 acre. A NPDES permit will be obtained prior to construction.
20. Proposed topographic slopes are 0% - 10% and suitable for proposed development.
21. The area will be seeded, sodded and landscaped to protect disturbed areas.
22. There are no environmental issues.
23. Part of the recreational bike trail lies upon Tract 'B'.

### LIST OF OWNERS LOCATED WITHIN 200 FEET OF PROPERTY

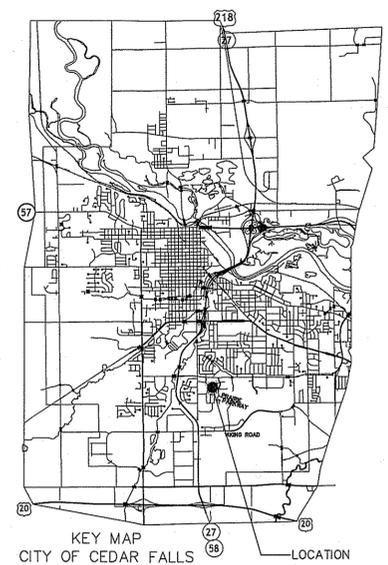
①	COVENANT MEDICAL CENTER INC. 3421 W. 9th STREET WATERLOO, IOWA 50702
②	CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IOWA 50613
③	WESTERN HOME INDEPENDENT LIVING SERVICE INC. 5307 CARAWAY LANE (ATTN: KELLY MEIER CFO) CEDAR FALLS, IOWA 50613
④	REESE FAMILY PROPERTIES, LLC 1125 LAKE RIDGE DRIVE CEDAR FALLS, IOWA 50613
⑤	J&B BLASTS LLC 4512 PRAIRIE PARKWAY CEDAR FALLS, IOWA 50613
⑥	C AND T PROPERTIES LLC 2229 GREENWOOD AVE. CEDAR FALLS, IOWA 50613
⑦	GREENWILL ESTATES (ATTN: JESSICA SUK) 1057 20th STREET AURORA, IL 60504-7914

### LOT AREAS:

LOT NO.	AREA
1	6.03 Acres
2	6.06 Acres
Tract "B"	0.36 Acres
TOTAL	12.45 Acres

### BENCHMARK:

1. 'X' CUT ON FLANGE BOLT OF FIRE HYDRANT LOCATED AT SW INTERSECTION OF WILD RYE WAY AND PRAIRIE PARKWAY. ELEVATION = 951.89



**Wayne Claassen Engineering and Surveying, Inc.**  
2705 University Avenue • P.O. Box 898 • Waterloo, Iowa 50701  
Phone: (319) 235-6294 Fax: (319) 235-0028



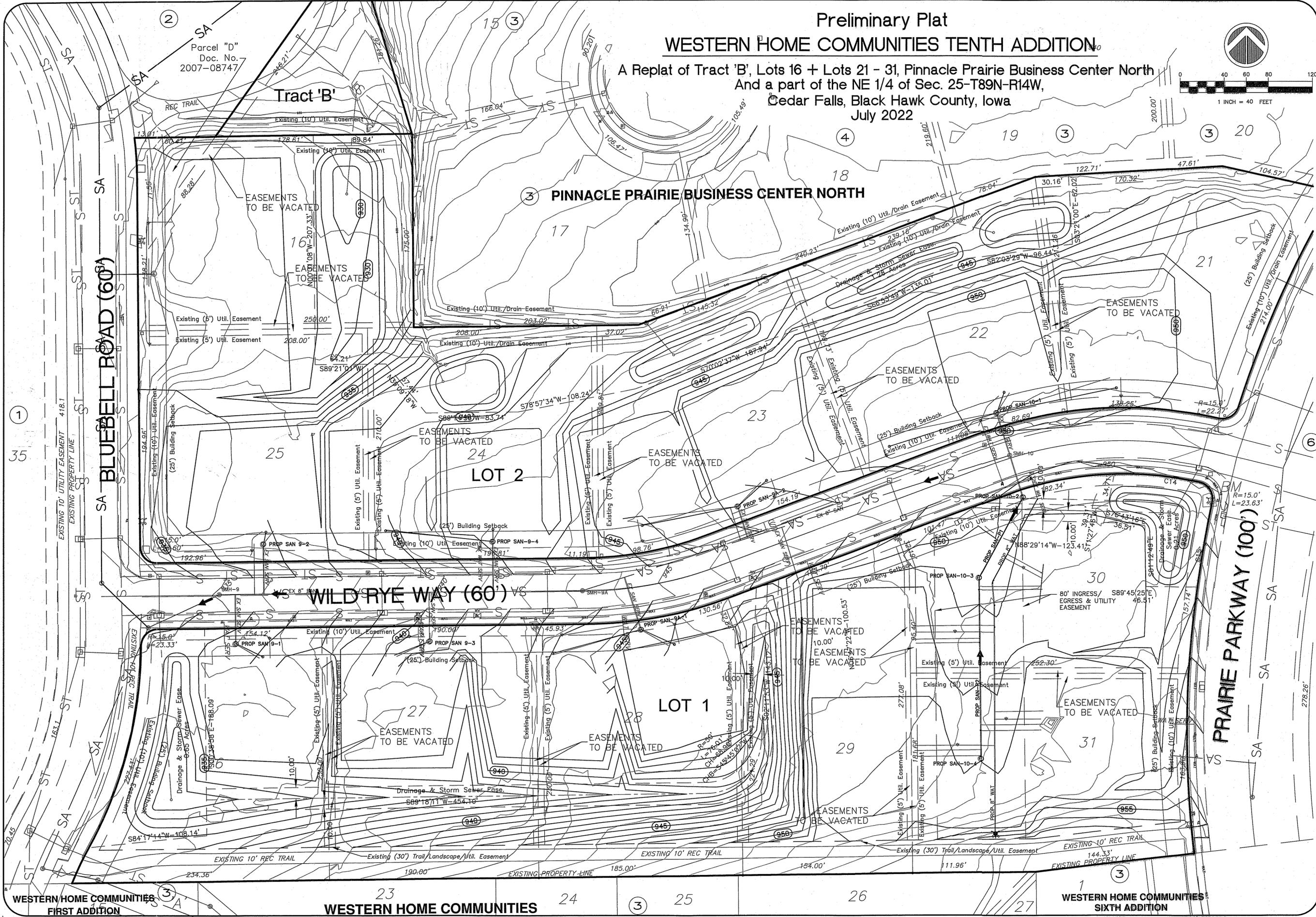
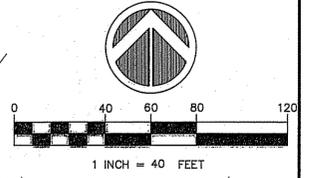
PK	NO.	PG.	DR.	D.L.S.	DATE
4560P	07.22.22	01	DR.	02.22	02.22
REVISIONS:					
1.	02.26.22	Revised as per City letter dated 2-21-22			
2.	03.21.22	Revised as per City letter dated 3-16-22			
3.	07.11.22	Revised as per City letter dated 7-8-22			
4.	07.22.22	Revised as per City comments			

Preliminary Plat  
**WESTERN HOME COMMUNITIES TENTH ADDITION**  
A Replat of Tract 'B', Lots 16 + Lots 21 - 31, Pinnacle Prairie Business Center North  
And a part of the NE 1/4 of Sec. 25-T89N-R14W,  
Cedar Falls, Black Hawk County, Iowa  
April 2022

sheet  
1 of 3  
4560P

# Preliminary Plat WESTERN HOME COMMUNITIES TENTH ADDITION

A Replat of Tract 'B', Lots 16 + Lots 21 - 31, Pinnacle Prairie Business Center North  
And a part of the NE 1/4 of Sec. 25-T89N-R14W,  
Cedar Falls, Black Hawk County, Iowa  
July 2022



**Wayne Claassen Engineering and Surveying, Inc.**  
2705 University Avenue • P.O. Box 898 • Waterloo, Iowa 50701  
Phone: (319) 235-6294 Fax: (319) 235-0028

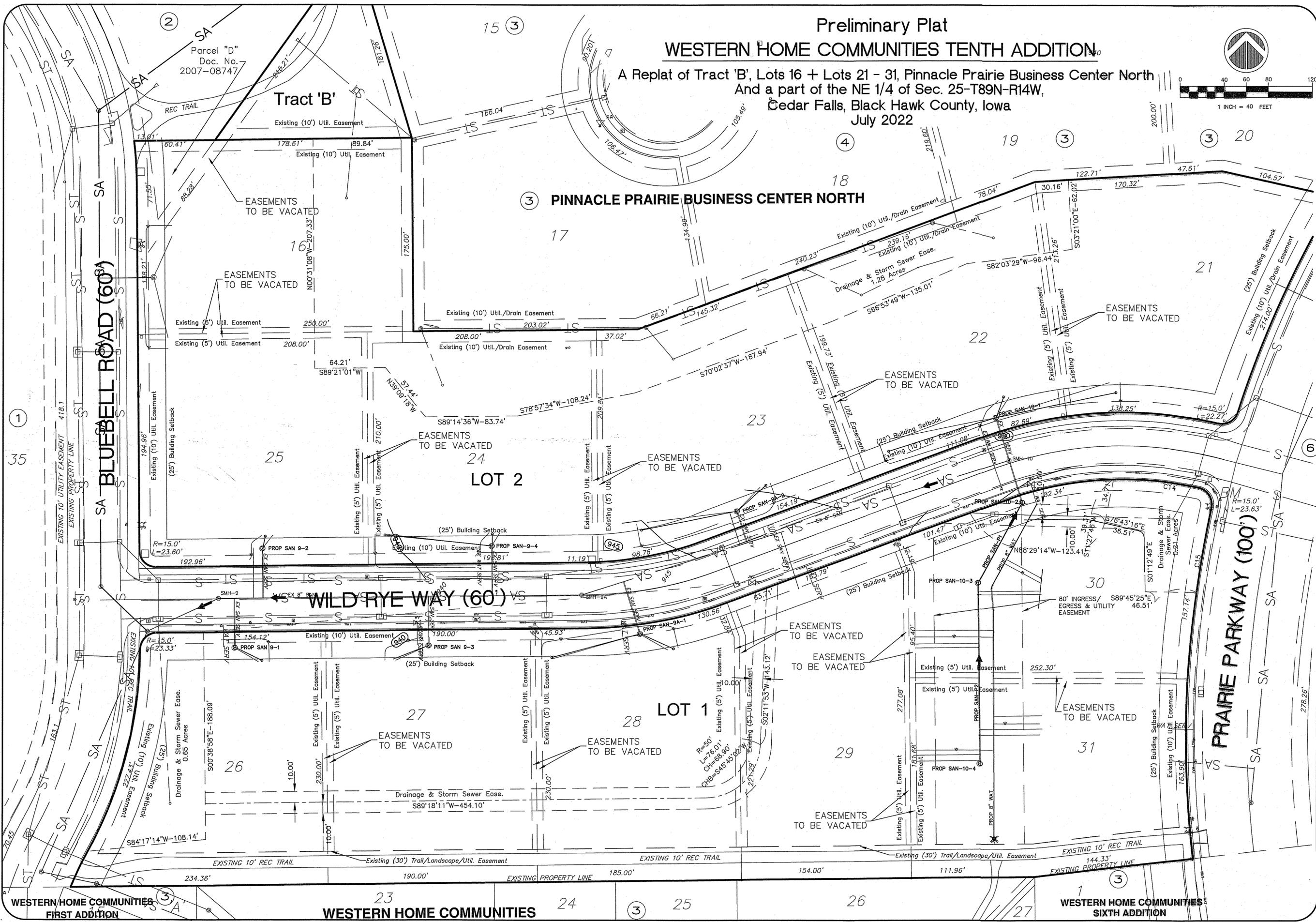
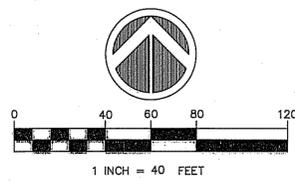
FILE NO.	4560P	DR.	770	PC.	01	DATE	02.22
DATE PLOTTED	07.22.22	CK'D	M.J.C.	DATE	02.22	FILENAME	W10th Plat P101010
REVISIONS							
1. 09.25.22- Revised as per City letter dated 2-21-22							
2. 03.21.22- Revised as per City letter dated 3-16-22							
3. 07.11.22- Revised as per City letter dated 7-8-22							
4. 07.22.22- Revised as per City comments							

Preliminary Plat  
**WESTERN HOME COMMUNITIES TENTH ADDITION**  
A Replat of Tract 'B', Lots 16 + Lots 21 - 31, Pinnacle Prairie Business Center North  
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Cedar Falls, Black Hawk County, Iowa  
April 2022

sheet  
2 of 3  
4560P

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And a part of the NE 1/4 of Sec. 25-T89N-R14W,  
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July 2022



**Wayne Claassen Engineering and Surveying, Inc.**  
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Phone: (319) 235-6284 Fax: (319) 235-0028



PK.	NO.	PG.	01	DR.	D.L.S.	DATE
4560P	770	01	DR. <td>D.L.S. <td>02.22</td> <td>02.22</td> </td>	D.L.S. <td>02.22</td> <td>02.22</td>	02.22	02.22
FILE NO. 4560P CKD W.A.L.C. DATE 02.22						
DATE PLOTTED: 07.22.22 - FILENAME: IOWA PRE PLAT.DWG						
REVISIONS:						
1. 02.25.22 - Revised as per City letter dated 2-21-22						
2. 03.21.22 - Revised as per City letter dated 3-16-22						
3. 07.11.22 - Revised as per City letter dated 7-8-22						
4. 07.22.22 - Revised as per City comments						

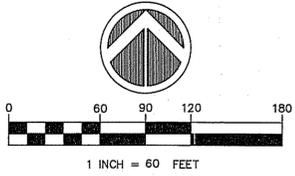
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Cedar Falls, Black Hawk County, Iowa  
April 2022

sheet  
3 of 3  
4560P

WESTERN HOME COMMUNITIES  
FIRST ADDITION

WESTERN HOME COMMUNITIES

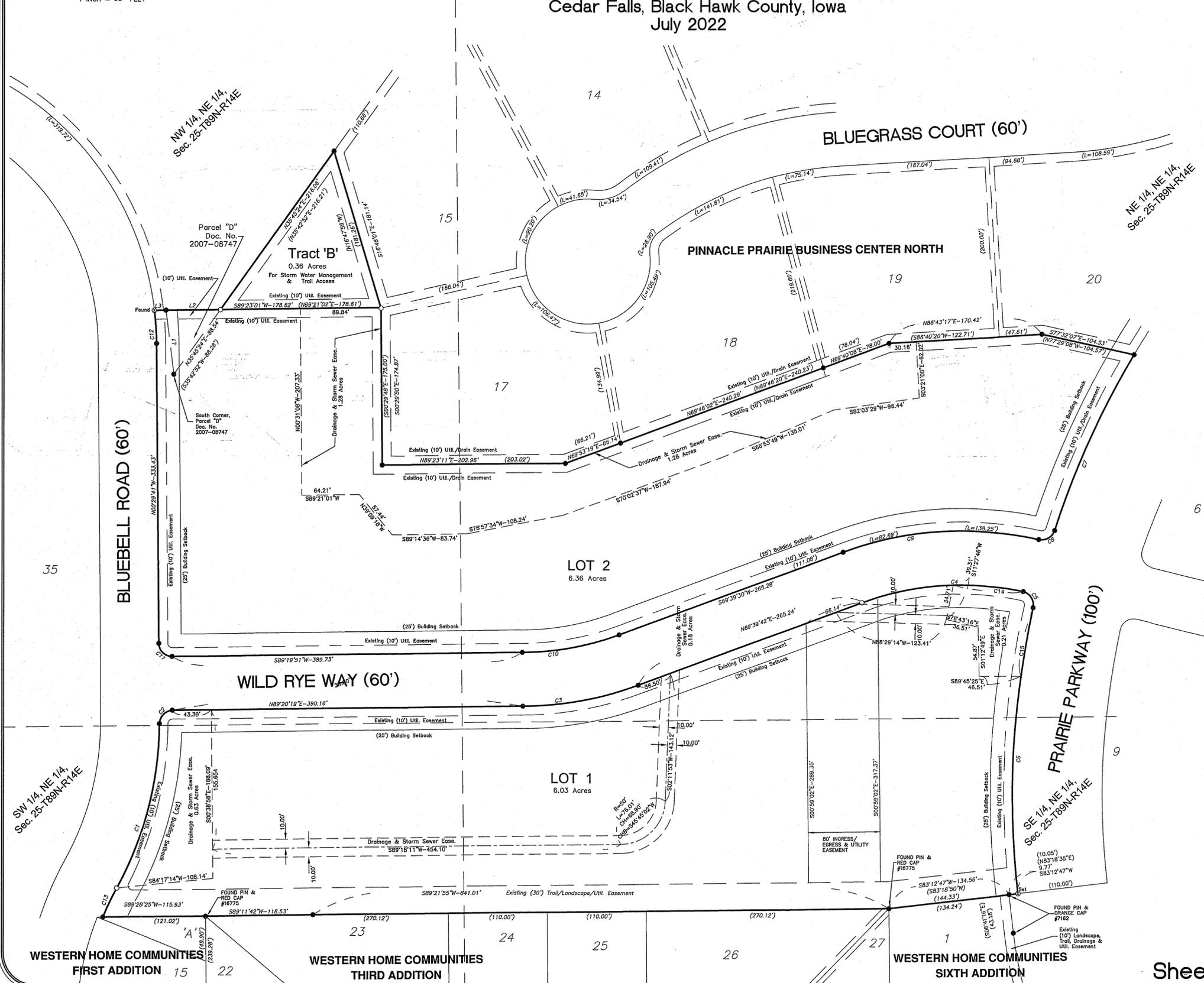
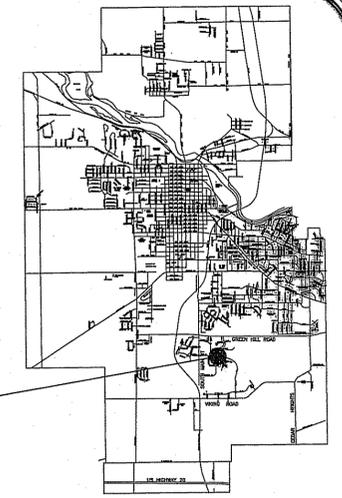
WESTERN HOME COMMUNITIES  
SIXTH ADDITION



# Final Plat

## WESTERN HOME COMMUNITIES TENTH ADDITION

A Replat of Tract 'B', Lots 16 + Lots 21 - 31, Pinnacle Prairie Business Center North  
And a part of the NE 1/4 of Sec. 25-T89N-R14W,  
Cedar Falls, Black Hawk County, Iowa  
July 2022



**LEGAL DESCRIPTION:**

Western Home Communities Tenth Addition

All that part of Pinnacle Prairie Business Center North, and that part of the Northeast Quarter (NE 1/4) of Section Twenty-five(25), Township Eighty-nine North (T89N), Range Fourteen West (R14W), of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

Tract 'B', Lot Sixteen (16), and Lot Twenty-one (21) through to and including Lot Thirty-one (31), all in aforesaid Pinnacle Prairie Business Center North.  
AND  
Parcel "D", Document No. 2007-08747 in the Black Hawk County Recorder's Office.

**KEY MAP: CEDAR FALLS, IA.**

**GENERAL NOTES:**

1. Developer: Western Home Communities (Contact: Kris Hansen) 5307 Caroway Lane Cedar Falls, Iowa 50613 Phone: 319.277.2141
2. Owner: Western Home Independent Living Services, Inc. 5307 Caroway Lane Cedar Falls, Iowa 50613
3. Engineer/Surveyor: Wayne Claassen Engineering and Surveying, Inc. 2705 University Ave. (P.O. Box 898) Waterloo, Iowa, 50704 Phone: 319.235.6294
4. The unadjusted error of closure for this project was less than 1 in 10,000.
5. Area of final plat in aliquot part:  
SE 1/4, NE 1/4, Sec. 25-T89N-R14W 2.96 Acres  
SW 1/4, NE 1/4, Sec. 25-T89N-R14W 1.76 Acres  
NW 1/4, NE 1/4, Sec. 25-T89N-R14W 3.11 Acres  
NE 1/4, NE 1/4, Sec. 25-T89N-R14W 4.62 Acres

**LEGEND:**

- - DENOTES FOUND IRON PIN & YELLOW CAP #8505 (UNLESS NOTED OTHERWISE)
- - DENOTES SET 0.5"x24" IRON PIN & RED CAP #16775
- ⊗ - DENOTES 'X' CUT IN CONCRETE SET OR FOUND
- (0.00') - DENOTES RECORD DIMENSION
- 0.00' - DENOTES FIELD DIMENSION

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD B.
C1	191.46	385.00	28°29'34"	189.49	N14°29'51"E
(191.39)	(385.0)	(385.0)	(189.43)	(N14°29'04"E)	
C2	23.10	15.00	88°14'07"	20.88	N44°32'18"E
(23.33)	(15.0)	(15.0)	(21.05)	(N44°47'18"E)	
C3	130.63	380.00	19°41'46"	129.99	N79°32'43"E
(130.56)	(380.0)	(380.0)	(129.92)	(N79°30'28"E)	
C4	182.30	320.00	32°38'28"	179.85	N66°00'58"E
(182.34)	(320.0)	(320.0)	(179.88)	(N65°59'18"E)	
C5	23.58	15.00	89°59'48"	21.21	S32°54'28"E
(23.63)	(15.0)	(15.0)	(21.28)	(S32°33'28"E)	
C6	320.89	955.00	19°15'06"	319.38	S02°57'08"W
(321.03)	(955.0)	(955.0)	(319.52)	(S02°58'28"W)	
C7	214.04	955.00	12°50'29"	213.59	S24°16'38"W
(214.00)	(955.0)	(955.0)	(213.55)	(S24°19'58"W)	
C8	21.31	15.00	81°23'42"	19.56	S59°37'32"W
(22.27)	(15.0)	(15.0)	(20.28)	(S60°26'13"W)	
C9	221.85	380.00	33°27'00"	218.71	S86°19'14"W
(220.84)	(380.0)	(380.0)	(217.84)	(S86°19'15"W)	
C10	109.89	380.00	19°41'40"	109.45	N79°33'18"E
(109.95)	(380.0)	(380.0)	(109.41)	(S79°30'28"W)	
C11	23.55	15.00	89°57'58"	21.21	N45°45'03"W
(23.60)	(15.0)	(15.0)	(21.24)	(N45°34'23"W)	
C12	36.87	335.00	08°18'22"	36.85	N03°36'08"W
(36.86)	(335.0)	(335.0)	(36.84)	(N03°36'08"W)	
C13	36.05	315.00	06°33'27"	36.03	N25°27'40"E
(36.04)	(315.0)	(315.0)	(36.02)	(N25°26'53"E)	
C14	78.29	320.00	4°01'01"	78.09	N84°40'21"W
C15	78.17	955.00	04°41'24"	78.15	N10°14'00"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	71.73'	S06°55'02"E
(71.55')	(N07°07'16"W)	
L2	60.38'	S89°23'01"W
(60.41')	(N89°21'02"E)	
L3	13.04'	N89°57'15"E
(13.01')	(S89°21'02"W)	

**CERTIFICATION**  
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.  
Signature: David L. Schell, P.L.S.  
Date: \_\_\_\_\_, 20\_\_\_\_ License No. 16775  
Pages or Sheets Covered by this Seal: THIS SHEET ONLY.  
My license renewal date is December 31, 2022.

**CCES** wayne claassen engineering and surveying, inc. waterloo, iowa

Sheet 1 of 1

WESTERN HOME COMMUNITIES FIRST ADDITION 15 22 WESTERN HOME COMMUNITIES THIRD ADDITION 23 24 25 26 27 WESTERN HOME COMMUNITIES SIXTH ADDITION 1

Preparer: Mark F. Conway c/o Swisher & Cohrt, PLC,  
P.O. Box 1200, 528 W. 4<sup>th</sup> St., Waterloo, IA 50704

(319) 232-6555 Phone  
(319) 232-4835 Fax

Return to: Preparer

**DEED OF DEDICATION  
WESTERN HOME COMMUNITIES TENTH  
ADDITION CEDAR FALLS, IOWA**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Western Home Services, Inc., and Western Home Independent Living Services, Inc., Iowa nonprofit corporations, being desirous of laying out and platting into lots and tracts the real estate described in the Certificate of Survey prepared by David L. Scheil, a Registered Land Surveyor, dated the 9th day of March 2022, attached as Exhibit "A" do by these presents, designate and set apart the real estate described in the plat showing location and numbers and letters of lots and names and locations of streets as a subdivision of the City of Cedar Falls, in Black Hawk County, Iowa, the same to be known hereafter and called Western Home Communities Tenth Addition, Cedar Falls, Iowa, all of which is with the free consent and desire of the undersigned. The owners do hereby grant and convey to the City of Cedar Falls, its successors and assigns and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying, building and maintenance of such services over, across, on and/or under the property as shown on the attached plat.

**BACKGROUND**

1. Western Home Services, Inc., and Western Home Independent Living Services, Inc., Iowa nonprofit corporations (the "Platted Property Owners"), are the owners of that certain real property previously described as Tract 'B', Lot Sixteen (16), and Lot Twenty-one (21) through to and including Lot Thirty-one (31) of Pinnacle Prairie Business Center North, and Parcel "D" described in Doc. No. 2007-08747, Cedar Falls, Black Hawk County, Iowa.
2. On or about the date hereof, the Platted Property Owners submitted for recording a Final Subdivision Plat for Western Home Communities Tenth Addition, a resubdivision of Tract

‘B’, Lot Sixteen (16), and Lot Twenty-one (21) through to and including Lot Thirty-one (31) of Pinnacle Prairie Business Center North and Parcel ‘D’.

3. All provisions, obligations, and responsibilities under the “Deed of Dedication of Pinnacle Prairie Business Center North,” and associated Maintenance and Repair Agreement (Black Hawk County File # 2018-00011427) and the “Western Home Communities Tenth Addition FINAL PLAT” shall be recognized as reaffirmed and continuing and shall not be considered amended or rescinded by this DEED OF DEDICATION, unless specifically stated herein.

#### DECLARATION OF EASEMENTS

The Owners hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sewer, gas, electricity, communication service, or cable television, perpetual non-exclusive easements for the construction, laying, building, and maintenance of said services, including underground facilities and related surface mounted equipment such as meter boxes, junctions and cabinets, for said services, over, under, across, and upon the property in the locations identified as utility easements on the attached Plat, Exhibit “B”.

Any and all drainage easements shall be required to follow the "Stormwater Management Plan" on record with the City of Cedar Falls Engineer's Office. No building structures, fence structures, landscaping structures, private gardens or any other possible obstruction shall be built in and over such drainage easements. All lot owners and/or contractors working on such lots will be responsible to maintain such easements and keep the same free and clear of any physical obstruction(s) thus allowing the conveyance of overland storm water runoff as intended per the City's Stormwater Management Plan.

#### ADJACENT SUBDIVISIONS AND UNPLATTED PARCELS

The Western Home Communities Tenth Addition is bordered on the south by Western Home Communities First, Third and Sixth Additions; on the west by land owned by the City of Cedar Falls and also by Covenant Medical Center, Inc.; on the north by land owned by the City of Cedar Falls and also by MBAK, LLC (dba Kimball & Beecher Dentistry); on the east by MidWestOne Bank, JBA Blasts, LLC (medical offices) and C and T Properties, LLC (Orthodontics Office). Prairie Parkway acts as the east border of the Tenth Addition and separates the aforementioned business properties from the Tenth Addition. The west border is known as Blue Bell Lane. The North border is Greenhill Road (on the north side of the properties owned by the City of Cedar Falls and MBAK, LLC). Wild Rye Way provides east-west public street access between Prairie Parkway and Blue Bell Lane.

#### COVENANTS AND RESTRICTIONS

The undersigned Platted Property Owners do also covenant and agree for themselves, and their successors and assigns, that each and all of the lots in the subdivision shall be, and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were set forth and contained in each deed of

conveyance or mortgage that the undersigned or its successors in interest may hereafter make for any of the lots, and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in the particulars hereinafter stated, to-wit:

1. All lots and tracts shall be known as and available for such uses as may be permitted under the zoning regulations of the City of Cedar Falls, in effect at that time, as may be amended from time to time, except as otherwise restricted in this Deed of Dedication.
2. Each portion of the property shall be made subject to the covenants, restrictions, easements, obligations, and other provisions of that certain Charter for Pinnacle Prairie Commercial Properties recorded prior to the conveyance of the property (such Charter, as it may be amended from time to time in accordance with its terms, is referred to herein as the "Charter"). The Charter shall be binding upon the owners, lessees, and occupants of each portion of the property made subject to the Charter and any other person or entity holding any interest in such property, as well as their respective guests and invitees. The record owner of each lot or condominium unit within the property subject to the Charter shall, upon acquisition of title to such lot or unit, automatically become a member of a mandatory membership owners association as identified in the Charter (the "Association") and shall remain a member as long as he or she holds title to such property. Membership in the Association shall be appurtenant to and may not be separated from ownership of such lot or condominium unit. The Association shall be organized to perform such obligations and exercise such powers as are assigned and granted to it in the Charter and its articles of incorporation and bylaws, which may include, without limitation, administering and enforcing the Charter, the design guidelines adopted pursuant thereto, and such reasonable rules as the Association may adopt consistent with the Charter, and maintenance of common areas and other property as authorized in the Charter and supplements thereto. Each record owner shall have such voting rights in the Association and such liability for a share of the common expenses of the Association as described in the Charter and the by-laws of the Association. The financial obligations of each record owner to the Association shall be a personal obligation of such owner and shall be secured by a lien in favor of the Association against the owner's property under the Charter.
3. Development of this property will be in accordance with Design Guidelines for Pinnacle Prairie, which have been established by the owner and developer. These Guidelines shall further govern the development, construction and usage of the lots and tracts in this subdivision, including, but not limited to design, material, signage, landscaping, plantings, parking, lighting and buildings. Said Guidelines may be amended or altered by the Design Committee as the Committee deems necessary.
4. A Design Committee shall be established to maintain the standards established in the Pinnacle Prairie Design Guidelines, The Committee shall provide information and assistance to purchasers of lots in the Design Review Process established by the Committee. Approval of the Committee shall be required as to all construction including but not limited to design, materials, signage, landscaping, plantings, parking, lighting, and buildings. Design requirements shall be a condition prerequisite to construction and these requirements, once established, shall continue to be binding on purchasers of lots in this subdivision, their transferees, successors, grantees, heirs and assigns.

5. If any parties or their transferees, successors, grantees, heirs or assigns shall violate or attempt to violate any of the restrictions, covenants or requirements herein, it shall be lawful for any person, party or entity owning property in this subdivision to prosecute any proceedings at law or in equity against any party or parties violating or attempting to violate any such covenants, restrictions, or requirement for the purpose of preventing such acts, or to recover damages for such violations, or both, and for costs and reasonable attorney fees to be determined by the Court and not by statute.
6. Structures are restricted to those allowed in Mixed Use Residential Zoning Districts and as may be permitted under the applicable zoning regulations of the City of Cedar Falls, as may be amended from time to time, and also as otherwise restricted in this Deed of Dedication.
7. All buildings to be erected on any lot shall be constructed within building lines as indicated on the plat, and within City of Cedar Falls building and zoning ordinances.
8. No trailer, basement, tent, shack, garage, barn or other outbuilding in the tract shall not at any time be used as a residence temporarily or permanently nor shall any residence of a temporary character be permitted.
9. The titleholder of each lot and tract, vacant or improved, shall keep the same free of weeds and debris.
10. No obnoxious or offensive trade shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
11. All subsequent owners of lots in the subdivision shall be obligated to meet any requirements imposed by the Commissioners of the Black Hawk County Conservation District or any other governmental agency, by the authority of Chapter 467A, Code of Iowa, as amended, pertaining to soil erosion control plans for certain land disturbing activities. This covenant shall be perpetual and shall run with the land.
12. No grading or other construction shall be performed on any lot in the subdivision that blocks the flow of surface drainage water.
13. Mailboxes shall be clustered in a common neighborhood monument-type mailboxes arrangement as required by the United States Postal Department.
14. The Developer shall perform the construction duties necessary to establish the common area, green spaces, entrance, detention pond(s) and surrounding access areas. The Developer shall initially maintain the common area, green spaces, entrance detention pond(s) and surrounding access of the development (whether located in such subdivision or serving such subdivision but located outside thereof). Such ownership and maintenance shall include, without limitation, common neighborhood monument-type mailboxes, mowing, watering, including upkeep of any underground sprinkler systems, snow removal of common areas, maintenance of any detention pond(s) and/or water retention/detention area(s), and comply with all water quality issues set forth by the City of Cedar Falls in the Maintenance and Repair Agreement for the Western Home Communities Tenth Addition.

15. The subdivision is located in the Business Center North Service Area of the Charter for Pinnacle Prairie Commercial Properties as shown on Exhibit "C". Responsibility for maintenance costs within this service area has been previously acknowledged by the City in its approval of the Western Home Communities Sixth-Ninth Additions. Responsibility for maintaining drainage and detention basins within this service area is detailed on Exhibit "D", the same also previously acknowledged by the City in its approval of the Western Home Communities Sixth-Ninth Additions.
16. No dwelling or building on any lot in the subdivision shall be occupied until the exterior is completed and finished, the interior is substantially completed and finished, and the City of Cedar Falls, Iowa, issues an occupancy permit. All construction and landscaping shall be completed within 12 months of issuance of building permits by the City of Cedar Falls.
17. No old or used buildings shall be moved upon any of the lots in the subdivision for any purpose and all buildings on any lot in the subdivision shall be kept in a reasonable state of repair and upkeep,
18. Inoperable cars, trucks, or other vehicles or equipment shall not be parked or stored on any street or driveway in the subdivision or kept upon any lot unless the same are entirely enclosed in a permanent structure.
19. Commercial and recreational equipment and vehicles of any type, whether camping, boat, utility, trailers of any type, snowmobile, tractors of any type, or otherwise, shall not be parked on driveways in the subdivision or kept upon any residentially zoned lot unless the same be entirely enclosed in a permanent structure, or unless said vehicle as hereinabove described is owned by a guest or invitee of the owner of said lot, in which case, such exception shall not continue for more than thirty (30) days.
20. No bus, semi-tractor, trailer, or truck of any kind, except what is commonly described as a "pickup truck", shall be kept or parked on any residential lot or street in the subdivision, provided, however, that this prohibition shall not apply to such vehicles driven in the subdivision in pursuit of and conducting their usual business.
21. No concrete block, hollow tile construction, modular or pre-built home, earth home, or geodesic dome building is to be erected on any lot in the residentially zoned area.
22. No trees or shrubs shall be planted by any lot owner within the street right-of-way.
23. Any footing drain tiles, roof-leaders, and sump pump systems installed in conjunction with the construction of a residence shall be expelled into the front, rear, or side yard or longitudinal sub-drains in the street, and shall not be expelled into any sanitary sewer system or directly onto the street.
24. No radio station or short-wave operators shall construct reception or transmission towers on a lot, nor operate or conduct transmissions from any lot, which shall cause interference to audio or video reception upon any other lot. A satellite dish may be attached to a dwelling on any lot, provided that it shall be attached to the rear of any dwelling and no closer to the side lot lines than such dwelling.

25. No horses, poultry, rabbits or livestock of any variety shall be kept or raised, nor shall any outdoor kennels housing more than two dogs be maintained on any lot in the subdivision.
26. All of the provisions hereof shall be enforceable by appropriate legal proceedings by any present or future owner of the legal or equitable title to any lot in said subdivision. Invalidation of any one or more of the within restrictions by judgment or decree of court shall not be regarded as affecting the validity of any of the other provisions hereof, nor shall any judicial determination with respect to any of the restrictive provisions hereof be regarded as affecting the validity or sufficiency of this instrument as a deed of dedication of said plat.
27. The undersigned and all persons and corporations hereafter acquiring any right, title, or interest in any of the lots in said subdivision shall be taken and held to have agreed and covenanted with the owners of all other lots in this subdivision and with the respective successors and assigns of all of the rest of such other lots to conform to and observe all of the foregoing covenants, restrictions and stipulations as to the construction of building thereon for a period of 21 years from the date of filing of said plat, and this Deed of Dedication for record, unless by vote of a majority of the then owners of the lots, it is agreed to change the said covenants in full or in part. Within the period of 21 years and in accordance with Iowa Code Sections 614.24 and 614.25 or their successor provisions, these covenants, restrictions and stipulations may be extended for an additional 21 years upon compliance with Sections 614.24 and 614.25 of the Code of Iowa. In the event an extension of the covenants, restrictions and stipulations is not filed within the period of 21 years or successive 21-year periods, then the covenants, restrictions and stipulations contained herein shall terminate at the end of the existing period of 21 years.

DEDICATION AND CONSTRUCTION OF STREETS,  
SEWERS, UTILITIES AND OTHER IMPROVEMENTS

The undersigned agrees:

1. That sanitary sewer, together with all necessary manholes and sewer service lines to all lots in the plat will be provided.
2. That storm sewer will be provided as required by the City Engineer of the City of Cedar Falls.
3. That utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.
4. That City water and municipal fire hydrants will be provided as required by the City of Cedar Falls, Iowa.
5. That the streets described on the attached Plat are hereby dedicated to the City of Cedar Falls, Iowa, and set apart for public use for street purposes.
6. That the recreational trails described on the attached Plat are hereby dedicated to the City of Cedar Falls, Iowa, and set apart for public use for recreational purposes.
7. That permanent easements will be provided for turn-arounds at the end of any streets

described on the attached Plat, Exhibit "B".

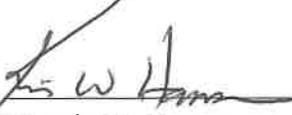
- 8. That off-site easements will be provided for storm sewers and sanitary sewers.
- 9. That reciprocal easements will be provided on and across Lots 1-2 to permit access and parking over the driveways, accessways and parking lots on the west and east sides of each building.
- 10. That a 4-foot wide portland cement concrete sidewalk, 4 inches thick, and a concrete surface or hard surface entrance and parking area will be installed during or immediately after the construction of a building on any particular lot, and that the sidewalk will be constructed across the full width of the lot and on corner lots; also, across the parking and full length of the lot. The above notwithstanding, sidewalks and recreational trails shall be installed as buildings are constructed on all lots and tracts, or within 5 years from the date of the acceptance of the final plat, whichever comes first.
- 11. That ADA ramps will be provided as required by law.
- 12. That the work and improvements called for herein shall be in accordance with the construction plans and specifications approved by the City of Cedar Falls, Iowa, and performed under the supervision of the Engineer hired by the owners, with review of such Engineer's certified completion statement by the City Engineer. If the undersigned, it grantees and assigns fail to complete the work and improvements called for herein within one year from the date of the acceptance of said final plat by the City of Cedar Falls, Iowa, the City may then make the improvements and assess the costs of the same to the respective lots. The owners, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and waive statutory protections and limitations as to cost and assessments and agrees that the City may install said improvements and assess the total costs thereof against the lot.
- 13. That the City may perform the work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the respective lots with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.

Executed this 22 day of July 2022.

WESTERN HOME SERVICES, INC.

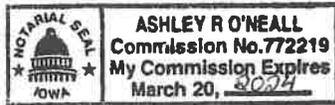
By:   
 Name: Kris W. Hansen  
 Title: Chief Executive Officer

WESTERN HOME INDEPENDENT LIVING SERVICES, INC.

By:   
 Name: Kris W. Hansen  
 Title: Chief Executive Officer

STATE OF IOWA, COUNTY OF BLACK HAWK) ss:

On this 22 day of July 2022, before me, a Notary Public in and for the State of Iowa, personally appeared Kris W. Hansen, to me personally known who, being by me duly sworn, did say that he is the Chief Executive Officer of Western Home Services, Inc., and also Western Home Independent Living Services, Inc., the corporations executing the within and foregoing instrument; that no seal has been procured by either corporation; that this instrument was signed on behalf of each corporation by authority of its Board of Directors; and that Kris W. Hansen, as Chief Executive Officer, acknowledged the execution of this instrument to be the voluntary act and deed of the corporations, by them and by him voluntarily executed.



Ashley R O'Neill  
Notary Public in such County and State

WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC.  
P. O. BOX 898 WATERLOO, IOWA 50704-0898

PHONE: (VOICE) 319-235-6294  
(FAX) 319-235-0028

CERTIFICATE OF SURVEY

I, David L. Scheil, Licensed Land Surveyor, do hereby certify that I have made a survey of what is to be known as WESTERN HOME COMMUNITIES TENTH ADDITION, Cedar Falls, Black Hawk County, Iowa, which is located on and embraces the following described premises, to-wit:

DESCRIPTION

All that part of Pinnacle Prairie Business Center North, and that part of the Northeast Quarter (NE 1/4) of Section Twenty-five (25), Township Eighty-nine North (T89N), Range Fourteen West (R14W), of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

Tract 'B', Lot Sixteen (16), and Lot Twenty-one (21) through to and including Lot Thirty-one (31), all in aforesaid Pinnacle Prairie Business Center North.

AND

Parcel "D", Document No. 2007-08747 in the Black Hawk County Recorder's Office.

I further certify that the accompanying plat is a true representation of such survey and is made in accordance with my field notes thereof; that the location of streets, avenues and lots and their representative names, numbers, widths, courses and dimensions are to be as shown on the accompanying plat; that said survey and plat contain and show any excesses and/or deficiencies from former surveys, and that iron stakes are set at all lot corners by one year from this date.

WITNESS my hand and seal at Waterloo, Iowa, this 07 day of July, 2022.



*[Handwritten Signature]*  
\_\_\_\_\_  
David L. Scheil  
L.S. No. 16775  
State of Iowa

Pages of sheets covered by this Seal 1


**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

**INTEROFFICE MEMORANDUM**

*Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Thomas Weintraut, Planner III  
**DATE:** August 5, 2022  
**SUBJECT:** Approval of Asbestos Testing Letter of Agreement for the Northern Cedar Falls Flood Buyout Program, Project No. FL-404-3198

On October 6, 2021 City Council approved a grant agreement between Iowa Homeland Security and Emergency Management and the City of Cedar Falls for the Cedar Falls Property Acquisition and Demolition Project. The funding that was approved as part of the agreement will allow the City to purchase four properties in Northern Cedar Falls.

The City anticipates closing on these properties in late August 2022. Once the City acquires the properties, asbestos testing must occur to determine if any asbestos abatement is needed on any of the structures.

Quotes were requested from companies for the asbestos testing and clearance monitoring services. Three quotes were received:

<b>Company</b>	<b>Bid for Testing</b>	<b>Bid for Re-Inspection</b>	<b>Total Bid Amount</b>
Asbestos Inspections, Testing & Training, INC	\$1,588	\$50 per property site visit (if required) (\$200)	\$1,788
ATC Group Services, LLC	\$2,600	\$150 per property site visit (if required) (\$600)	\$3,800
Iowa Environmental Service	\$2,700	Included in Bid for Testing	\$2,700

The 4 properties that need asbestos testing are as follows:

1. 427 Clair Street
2. 628 Longview Street
3. 824 Cottage Row Lane
4. 1027 Clair Street

The Community Development Department recommends approval of the Letter of Agreement for asbestos testing and clearance monitoring services with Asbestos Inspection, Testing & Training, INC, for work at the above four properties. This work would be completed within 21 days of issuance of the Notice to Proceed.

If you have any questions, please feel free to contact the Community Development Department.

xc: Stephanie Houk Sheetz, AICP, Director of Community Development  
Jennifer Rodenbeck, Director of Finance and Business Operations  
Karen Howard, Planning & Community Services Manager

## LETTER OF AGREEMENT

Project §404 Hazard Mitigation Property Acquisition Demolitions Program  
For the City of Cedar Falls, Iowa.

Contractor: Asbestos Inspections, Testing & Training, Inc  
Address: 121 East Grand Street  
City: Monticello, IA 52310

THIS AGREEMENT, entered into this 15 day of August, 2022, is by and between the City of Cedar Falls, Iowa, (hereinafter called "the City"), and Asbestos Inspections, Testing & Training, Inc, (hereinafter called the Contractor).

WHEREAS, the City requires asbestos survey work and asbestos clearing monitoring work to be performed in connection with the above identified project; and

WHEREAS, the Contractor certifies to be qualified and willing to perform the work required in accordance with the standards and criteria hereinafter set forth, and pursuant to the terms, provisions and conditions hereof, and

WHEREAS, the City of Cedar Falls did issue a Request for Bids for the aforementioned project, and

WHEREAS, the City of Cedar Falls did receive Bids for the aforementioned project, and made the award of the project work to Asbestos Inspections, Testing & Training, and,

WHEREAS, the City of Cedar Falls does hereby wish to establish a contractual relationship for the performance and completion of the aforementioned work,

NOW, THEREFORE, both parties hereto do enter into this contract and agree as follows:

The Contractor shall furnish all tools, equipment, labor and materials for the proposed survey work in accordance with all applicable plans, specifications, codes and ordinances of Cedar Falls, Iowa.

The Contractor will be required to hold and maintain a valid Iowa Asbestos Inspector License and a valid Certificate of Liability Insurance for the duration of the project. The Contractor must also remain in good standing as a Registered Contractor through Iowa Workforce Development.

The Contractor will be paid contract price for all items satisfactorily completed. Such payment shall be full compensation for completion of the work, for complying with all laws, rules, regulations, and ordinances, including safety, and for furnishing all material, equipment, tools and labor to complete the work, in accord with the plans and these specifications listed in the signed and awarded *Request for Bids* received by the City on May 20, 2022 from the Contractor. All documents issued by the City in conjunction with this project, including the

*Request for Bids*, any and all Addenda thereto and the Contractor's bid submittal constitute the bid package and are hereby incorporated by reference.

Payment for the work completed shall be based on the following price:

TOTAL, not to exceed: \$1,788.00

### **Contract term**

The term of this Contract is in two phases. The first phase, consisting of asbestos survey work, shall commence on the date set forth immediately below, and end 30 days from the foregoing date. The second phase, consisting of asbestos clearing monitoring work, shall commence on the date set forth immediately below, and end 30 days from the foregoing date. The Contractor may perform asbestos clearing monitoring work during the first phase should circumstances allow. The contract may be extended as agreed by written mutual consent of the Applicant and Contractor.

### **Work Commencement**

The first phase of work, consisting of asbestos survey work, shall commence within five (5) days after being notified by the City and shall be completed within 21 days of the issuance of Notice to Proceed. The second phase of work, consisting of asbestos clearing monitoring work, shall commence within five (5) days after being notified by the City and shall be completed within 30 days of issuance of Notice to Proceed. The contractor may perform asbestos clearing monitoring work during the first phase should circumstances allow. Time extensions may be granted for those portions of the project affected by inclement weather conditions.

The Contractor shall not begin work on the survey project until after this contract agreement has been signed by the Contractor and the City and a completely executed copy has been returned to the Contractor with a *Notice to Proceed*.

### **Payment**

Payment will be made to the Contractor within thirty (30) days after the completion of all contracted work, and approval thereof by the City. Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement.

The Contractor agrees to perform all "extra work" which may be required to complete the work contemplated at unit prices to be agreed upon in writing prior to starting such work, or if prices or sums cannot be agreed upon to perform such work on a force account basis, as provided in the specifications. All amendments to this contract shall be agreed to in writing.

During the performance of this contract, the Contractor itself, its assignees and successors in interest agrees to comply with the anti-discrimination laws of the State of Iowa, as contained in Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this contract. The Contractor must comply with the following laws and regulations: Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Iowa Civil Rights Act of 1965 (Iowa Executive Orders 15 and 34); Section 109 of Title I of the Housing and Community

Development Act of 1974, as amended (42 U.S.C. 5309); the Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794); Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213); Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) ; Title VIII of the Civil Rights Act of 1968, as amended; Federal Executive Order 11063, as amended by Executive Order 12259; Federal Executive Order 11246, as amended.

### **Insurance**

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "A" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: Umbrella Policy, per Risk Management Committee 7/20/22



(Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

### **Government-Mandated Provisions**

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the City's contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Contract to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 2 CFR part 200 Appendix II and 200.325.

- A. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of 20 days after notice of default has been given by City to Contractor, then City may take any one or more of the following steps, at its option:
- a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder, or obtain damages caused to the City by any such default;
  - b. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
  - c. make no further disbursements, and demand immediate repayment from Contractor of any funds previously disbursed under this Agreement;
  - d. terminate this Agreement by delivering to Contractor a written notice of termination; and/or

- e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that City prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by Applicant.

B. Termination for Cause. City may terminate this contract as set out in the foregoing Section A (d).

C. Termination for Convenience. City may terminate this Agreement at its convenience at any time and is effective upon issuance. Delivery may be made by mail, phone, fax or email.

D. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which

he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. *\*\*Davis-Bacon Act is not applicable to Disaster grant funding\*\**

F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

G. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

H. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

I. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

J. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier

certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**Contractor:**

Ashester Amp. Tarty & Trani

By: [Signature]

STEPHAN INTLEKOFER

Date: 8/5/22

**Approved and Accepted:**

**CITY OF CEDAR FALLS, IOWA**

By: \_\_\_\_\_

ROBERT M. GREEN

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

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Exhibit "A"SMALL CONTRACT – INSURANCE REQUIREMENTSGeneral Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

If a \$2M general aggregate cannot be provided, a \$1M general aggregate shall apply on a per project basis.

Automobile: (Combined Single Limit) \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Umbrella: \$1,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies). **Umbrella Policy Requirement waived by Risk Management Committee 7/20/22**

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Professional Liability (Errors & Omissions): \$1,000,000

- if applicable

Required Endorsements:

- Waiver of Subrogation
- 30-Day Cancellation and Material Change



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/21/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Skogman Insurance 1110 Dina Court Suite B  Hiawatha IA 52233	<b>CONTACT NAME:</b> Jack Bradow <b>PHONE (A/C, No, Ext):</b> (319) 366-6288 <b>FAX (A/C, No):</b> (319) 364-7157 <b>E-MAIL ADDRESS:</b> Jack@skogmanins.com  <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: Inlact Insurance Specialty Solutions INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b>  AAA Budget Environmental Inc Asbestos Inspections, Testing and Training, Inc. 121 E. Grand Street Monticello IA 523101618	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	793-00-04-98-0010	2/4/2022	2/4/2023	EACH OCCURRENCE      \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$ 50,000 MED EXP (Any one person)      \$ 5,000 PERSONAL & ADV INJURY      \$ 2,000,000 GENERAL AGGREGATE      \$ 2,000,000 PRODUCTS - COM/OP AGG      \$ 2,000,000 OTHER:      \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)      \$ BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ OTHER:      \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE      \$ AGGREGATE      \$ OTHER:      \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E L EACH ACCIDENT      \$ E L DISEASE - EA EMPLOYEE      \$ E L DISEASE - POLICY LIMIT      \$
A	Pollution/Professional	Y	Y	793-00-04-98-0010	02/04/2022	02/04/2023	Pollution Liabi      \$ 2,000,000 Professional Li      \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Cedar Falls is listed as an additional insured. A waiver of subrogation also applies.

<b>CERTIFICATE HOLDER</b>  City of Cedar Falls  220 Clay Street Cedar Falls IA 50613	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Skogman Insurance 1110 Dina Court Suite B  Hiawatha IA 52233	<b>CONTACT NAME:</b> Kim Miller <b>PHONE (A/C, No., Ext):</b> (319) 366-6288 <b>FAX (A/C, No.):</b> (319) 364-7157 <b>E-MAIL ADDRESS:</b> kimberly@skogmanins.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Western National Mutual Insurance Co</td> <td>15377</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Western National Mutual Insurance Co	15377	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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<b>INSURED</b>  AAABE Inc Asbestos Inspections Testing Training Inc. 121 E Grand Street Monticello IA 52310															

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/CP AGG \$ OTHER \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A Y	WCV 1024114	1/2/2022 1/2/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 A Waiver of Subrogation applies for the workers comp policy.

<b>CERTIFICATE HOLDER</b>  City of Cedar Falls  220 Clay Street Cedar Falls IA 50613	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
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**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** August 9, 2022

**SUBJECT:** Wild Horse Ridge 5<sup>th</sup> Addition  
Contract for Completion of Improvements  
Project No. SU – 454 – 3257

The developer of the above-mentioned project, Midwest Development Co., has requested Final Plat approval in order to proceed with the sale of lots in the development. Clapsaddle-Garber Associates, Inc., the developer's engineer, has submitted the estimate of remaining costs for completion of improvements. The developer has submitted a "Contract for Completion of Improvements" and established a Performance and Payment Bond in the amount of \$168,120.00 to ensure completion of the project. A copy of the Final Plat is attached for your reference.

The Engineering Division has reviewed the cost estimate for the remaining work and concur that the amount of the Performance Bond is adequate to complete the project. The "Contract for Completion of Improvements" is based on the standard forms developed by our City Attorney. The developer has also provided a Maintenance Bond in the full amount of the public improvements that will be on file until final acceptance of the project by City Council. We recommend approval of the "Contract for Completion of Improvements".

xc: Chase Schrage, Director of Public Works  
David Wicke, PE, City Engineer

**CONTRACT FOR COMPLETION OF IMPROVEMENTS**  
(Performance and Payment Bond)

THIS CONTRACT is made and entered into this 3<sup>rd</sup> day of August, 2012, by and between \_\_\_\_\_, owner and subdivider of a parcel of land located in the City of Cedar Falls, Iowa (hereinafter called the "Developer"), and the City of Cedar Falls, Iowa (hereinafter called the "City").

WHEREAS, the Developer proposes to develop a subdivision named Wild Horse Ridge Fifth Addition in the City of Cedar Falls, Iowa (the "Plat") on a parcel of land described on Exhibit "A" attached hereto, and by this reference incorporated herein, and has submitted a final plat which has not yet been approved; and desires to obtain preliminary plat approval and to initiate work to install the required public improvements within the plat; and

WHEREAS, the City Subdivision Ordinance requires that all necessary public improvements shall be installed and accepted before the final plat of any subdivided area shall be approved and recorded, or that in lieu of final completion of the required public improvements and before the final plat is finally approved, the subdivider shall enter into a contract with the City to ensure the completion of all the required public improvements within a specific time frame; and

WHEREAS, the performance of such contract shall be secured by a Performance and Payment Bond; and

WHEREAS, the required public improvements shall include gas, water, telephone, electric, communications, street lighting, television wires and cable and other public utilities, storm and sanitary sewers, as well as grading, drainage and paving facilities as provided in the City Subdivision Ordinance, as well as all necessary storm water detention facilities and all necessary engineering and administrative requirements.

NOW, THEREFORE, it is agreed as follows:

1. The Developer will construct all required public improvements within the Plat (hereinafter the "Public Improvements"), as described on Exhibit "B" attached hereto, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa; and such approved construction plans are now on file in the City Engineer's office.

2. The Developer shall provide a Performance and Payment Bond in the amount of \$168,120.00 which is approved by the City Engineer of the City of Cedar Falls, prior to the recording of the final plat documents, which bond is hereby designated for use to pay the costs of the Public Improvements to be

completed within the platted area in the event the Developer would fail to do so as required herein.

3. When the Developer's contractors complete work on the Public Improvements within the platted area, and such Public Improvements have been approved and accepted by resolution of the city council of the City, the City will release and discharge the Performance and Payment Bond upon approval of the City Engineer.

4. All required Public Improvements for which the Performance and Payment Bond has been established shall be installed by the Developer within a period of twelve (12) months from the date of this Contract.

5. The Developer shall keep in force the Performance and Payment Bond through completion and acceptance of the required Public Improvements by Resolution of the City, at which time said Bond shall be released and discharged upon approval of the City Engineer.

6. The Developer shall cause to be provided to the City, by no later than the time of the approval of the final plat by the city council of the City, a three-year maintenance bond (the "Maintenance Bond") regarding the same, in the form attached hereto as Exhibit "D", and by this reference incorporated herein.

7. If requested and upon recommendation of the City Engineer, the City Council will pass a resolution stating that the work has been completed and accepted by the City and that the Performance and Payment Bond has been released.

8. The following attachments are incorporated herein by this reference and made a part of this Agreement:

- A. Legal Description of Land to be platted, Exhibit "A".
- B. List of Public Improvements and City Engineer's Estimate of Costs, Exhibit "B".
- C. Performance and Payment Bond in the amount of \$168,120.00, issued by \_\_\_\_\_, Exhibit "C".
- D. Maintenance Bond in the amount of \$673,238.00, issued by \_\_\_\_\_, Exhibit "D."

ATTACHMENT 'A'  
LEGAL DESCRIPTION OF WILD HORSE RIDGE FIFTH ADDITION

## DESCRIPTION

A CERTAIN PARCEL OF LAND LOCATED IN PART OF PARCEL "C" AND IN PART OF PARCEL "D" OF A PLAT OF SURVEY FILED ON DOCUMENT NO. 2016-00015368 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY AND BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 ALL IN SECTION 16, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER SECTION 16, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M.; THENCE, N89°18'39"W 1013.89' ALONG THE NORTH LINE OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE, S0°41'21"W 1056.13' TO THE NORTHWESTERLY CORNER OF LOT 39 OF WILD HORSE RIDGE SECOND ADDITION, RECORDED ON DOCUMENT NO. 2013-00005774 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY AND SAID POINT BEING THE POINT OF BEGINNING; THENCE, S5°37'33"E 168.00' ALONG A WEST LINE OF SAID LOT 39 TO THE SOUTHWESTERLY CORNER OF SAID LOT 39, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF GRANITE RIDGE ROAD; THENCE, SOUTHWESTERLY 15.09' ALONG A 560.00' RADIUS CURVE, CONCAVE SOUTHEASTERLY HAVING A CHORD BEARING OF S83°36'08"W AND A CHORD DISTANCE OF 15.09' ALONG SAID NORTH RIGHT OF WAY LINE OF GRANITE RIDGE ROAD TO A WESTERLY CORNER OF SAID WILD HORSE RIDGE SECOND ADDITION; THENCE, S7°10'12"E 249.67' ALONG A WESTERLY LINE OF SAID WILD HORSE RIDGE SECOND ADDITION TO THE SOUTHWESTERLY CORNER OF LOT 47 OF SAID WILD HORSE RIDGE SECOND ADDITION, SAID POINT ALSO BEING ON A NORTHERLY LINE OF WILD HORSE RIDGE FOURTH ADDITION RECORDED ON INSTRUMENT NO. 2020-00008475 IN THE OFFICE OF THE RECORDER BLACK HAWK COUNTY; THENCE, SOUTHWESTERLY 371.49' ALONG A 550.00' RADIUS CURVE, CONCAVE SOUTHEASTERLY HAVING A CHORD BEARING S54°50'18"W AND A CHORD DISTANCE OF 364.47' ALONG THE NORTHERLY LINE OF SAID WILD HORSE RIDGE FOURTH ADDITION AND NORTHERLY LINE OF WILD HORSE RIDGE FIRST ADDITION, RECORDED ON INSTRUMENT NO. 2008-00021274 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY; THENCE, S36°00'48"W 84.21' ALONG A NORTHWESTERLY LINE OF SAID WILD HORSE RIDGE FIRST ADDITION; THENCE, S36°00'48"W 145.02' ALONG WESTERLY LINE OF SAID WILD HORSE RIDGE FIRST ADDITION TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF WILD HORSE DRIVE; THENCE, S59°18'03"W 60.00' ALONG A WESTERLY LINE OF SAID WILD HORSE RIDGE FIRST ADDITION TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF WILD HORSE DRIVE; THENCE, NORTHWESTERLY 135.29' ALONG THE ARC OF A 370.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF N41°10'28"W AND A CHORD DISTANCE OF 134.54' ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE; THENCE, S38°21'01"W 192.77' ALONG A WESTERLY LINE OF SAID WILD HORSE RIDGE FIRST ADDITION; THENCE, N49°49'03"W 105.00' ALONG A NORTHERLY LINE OF SAID WILD HORSE RIDGE FIRST ADDITION; THENCE, N60°07'44"W 109.52' ALONG A NORTHERLY LINE OF SAID WILD HORSE RIDGE FIRST ADDITION; THENCE, N33°05'13"E 225.59' TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WILD HORSE DRIVE; THENCE, SOUTHEASTERLY 16.95' ALONG A 270.00' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S58°42'40"E AND A CHORD DISTANCE OF 16.94' ALONG SAID NORTHERLY RIGHT OF WAY LINE; THENCE, N36°16'01"E 368.69'; THENCE, N39°26'18"E 93.50'; THENCE, N45°25'18"E 91.41'; THENCE, N53°11'55"E 97.37'; THENCE, N61°39'21"E 95.21'; THENCE, N70°48'25"E 100.44'; THENCE, N80°39'55"E 96.56' TO THE POINT OF BEGINNING, CONTAINING 8.13 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



## ATTACHMENT 'B' LIST OF PUBLIC IMPROVEMENTS AND ENGINEER'S ESTIMATE OF COST

ITEM NO.	DESCRIPTION	QUANTITY	UNIT COST	COMPLETED	REMAINING	EXTENSION
7/12/2022 CONSTRUCTION COMPLETED AND REMAINING SUMMARY						
<b>Wildhorse Ridge Fifth Addition Subdivision</b>						
Cedar Falls, IA						
						
<b>Division 1 - General</b>						
1.01	MOBILIZATION	1.00	LS	\$7,600.00	1.00	0.00
<b>TOTAL</b>						\$0.00
<b>Section 2 - Earthwork</b>						
2.01	TOPSOIL, STRIP AND STOCKPILE	6,188.00	CY	\$2.00	6188.00	0.00
2.02	EXCAVATION, CLASS 10, ROADWAY AND BORROW	9,016.40	CY	\$4.75	9016.40	0.00
2.03	TOPSOIL, SPREAD	5,000.00	CY	\$2.00	5000.00	0.00
2.04	TOPSOIL, WASTE	12,000.00	CY	\$2.00	12000.00	0.00
2.05	SUBGRADE PREPARATION, 12"	4,405.70	SY	\$3.50	2804.70	1601.00
2.06	MODIFIED SUBBASE, 6 INCH	4,405.70	SY	\$12.00	2804.70	1601.00
<b>TOTAL</b>						\$24,815
<b>Section 4 - Sewers and Drains</b>						
4.01	SANITARY SEWER, TRENCHED, TRUSS PVC, 12 IN. DIA.	221.00	LF	\$55.00	221.00	0.00
4.02	SANITARY SEWER, TRENCHED, TRUSS PVC, 8 IN. DIA.	0.00	LF	\$44.00	0.00	0.00
4.03	SANITARY SEWER SERVICE STUB, PVC, 4 IN. DIA.	776.80	LF	\$35.25	776.80	0.00
4.04	SANITARY SEWER SERVICE TAP	3.00	EA	\$1,500.00	3.00	0.00
4.05	CLEANOUT, SANITARY SEWER, PVC, 6" DIA. W/COVER CASTING	0.00	EA	\$735.00	0.00	0.00
4.06	STORM SEWER GRAVITY MAIN, TRENCHED, PERFORATED HDPE, 18 IN. DIA.	0.00	LF	\$42.00	0.00	0.00
4.06a	STORM SEWER GRAVITY MAIN, TRENCHED, PERFORATED HDPE, 15 IN. DIA.	270.00	LF	\$42.00	270.00	0.00
4.07	STORM SEWER GRAVITY MAIN, TRENCHED, PERFORATED HDPE, 24 IN. DIA.	329.50	LF	\$45.00	329.50	0.00
4.08	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 15 IN. DIA.	126.00	LF	\$49.00	126.00	0.00
4.09	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 18 IN. DIA.	31.50	LF	\$59.00	31.50	0.00
4.10	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 42 IN. DIA.	0.00	LF	\$180.00	0.00	0.00
4.11	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 48 IN. DIA.	0.00	LF	\$195.00	0.00	0.00
4.12	STORM SEWER GRAVITY MAIN, (RCAP) REINFORCED CONC. ARCH PIPE, 59x36 IN	0.00	LF	\$220.00	0.00	0.00
4.13	PIPE APRON, GALVANIZED METAL PIPE, 24 IN. DIA.	0.00	EA	\$1,000.00	0.00	0.00
4.14	PIPE APRON, RCAP, REINFORCED CONC. ARCH PIPE 59x36 IN.	0.00	EA	\$6,000.00	0.00	0.00
4.15	APRON GUARD, PIPE APRON, GALVANIZED METAL, 24 IN DIA.	0.00	EA	\$3,000.00	0.00	0.00
4.16	APRON GUARD, PIPE APRON, RCAP, REINFORCED CONC. ARCH PIPE 59x36 IN.	0.00	EA	\$6,000.00	0.00	0.00
4.17	REINFORCED P.C.C. APRON SECTION FOOTING (RACF) REINFORCED CONC. ARCH PIPE 59	0.00	EA	\$1,000.00	0.00	0.00
4.18	SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN. DIA.	2,055.00	LF	\$16.50	1308.23	746.77
4.19	SUBDRAIN OUTLETS AND CONNECTIONS, TYPE (CFD.01)	10.00	EA	\$100.00	6.37	3.63
4.20	CLEANOUT, SUBDRAIN, 6 INCH, PVC	3.00	EA	\$1,250.00	0.00	3.00
4.21	SUBDRAIN SUMP TAPS, 4 IN. DIA.	440.75	LF	\$15.00	280.58	160.17
4.22	EXTERNAL SEWER DROP ON EX MH SA-02	1.00	LS	\$6,000.00	1.00	0.00
<b>TOTAL</b>						\$18,838
<b>Section 5 - Water Main and Appurtenances</b>						
5.01	CONNECTION TO EXISTING WATER MAIN	2.00	EA	\$1,000.00	2.00	0.00
5.02	WATER, PRESSURE MAIN, TRENCHED, DIP, POLY-WRAPPED, 6 IN. DIA.	47.60	LF	\$34.00	47.60	0.00
5.03	WATER, PRESSURE MAIN, TRENCHED, DIP, POLY-WRAPPED, 8 IN. DIA.	763.40	LF	\$39.50	763.40	0.00
5.04	WATER, PRESSURE MAIN, TRENCHED, DIP, POLY-WRAPPED, 12 IN. DIA.	317.40	LF	\$59.00	317.40	0.00
5.05	WATER, SERVICE LINE, COPPER, 1 IN. DIA.	738.30	LF	\$31.50	738.30	0.00
5.06	WATER MAIN, FITTING, MJ REDUCER, 8"x6" DIA.	0.00	EA	\$500.00	0.00	0.00
5.07	WATER MAIN, FITTING, MJ BEND, 45 DEG. BEND, 8"	0.00	EA	\$500.00	0.00	0.00
5.08	WATER MAIN, FITTING, MJ BEND, 45 DEG. BEND, 12"	0.00	EA	\$500.00	0.00	0.00
5.09	WATER MAIN, FITTING, MJ, TEE, DIP, 12"x6" DIA.	0.00	EA	\$500.00	0.00	0.00
5.10	WATER MAIN, FITTING, MJ, TEE, DIP, 12"x8" DIA.	1.00	EA	\$300.00	1.00	0.00
5.10a	WATER MAIN, FITTING, MJ, TEE, DIP, 8"x6" DIA.	4.00	EA	\$300.00	4.00	0.00
5.11	WATER MAIN, FITTING, MJ, GATE VALVE, DIP, 8" DIA.	1.00	EA	\$1,700.00	1.00	0.00
5.12	WATER MAIN, FITTING, MJ, GATE VALVE, DIP, 12" DIA.	1.00	EA	\$2,400.00	1.00	0.00
5.13	WATER MAIN, FIRE HYDRANT ASSEMBLY	4.00	EA	\$5,050.00	4.00	0.00
5.14	WATER MAIN, FIRE HYDRANT ASSEMBLY, END OF WATERMAIN	1.00	EA	\$4,300.00	1.00	0.00
5.15	WATER MAIN, FIRE HYDRANT ASSEMBLY, REMOVE AND REINSTALL	1.00	EA	\$1,750.00	1.00	0.00
5.16	PRESSURE AND DISINFECTION TEST	0.50	LS	\$1,000.00	0.00	0.50
<b>TOTAL</b>						\$500
<b>Section 6 - Structures For Sanitary and Storm Sewers</b>						
6.01	SANITARY SEWER, MANHOLE, SW-301, 48 IN. DIA.	0.00	EA	\$4,600.00	0.00	0.00
6.02	SANITARY SEWER, MANHOLE, MAJOR (ADJUSTMENT)	5.00	EA	\$1,500.00	3.75	1.25
6.03	STORM SEWER, INTAKE, TYPE SW-507	4.00	EA	\$3,800.00	3.00	1.00
6.04	STORM SEWER, INTAKE, TYPE SW-509	3.00	EA	\$3,950.00	2.25	0.75
6.05	STORM SEWER, INTAKE, TYPE SW-509, MODIFIED, 9' x 7'	0.00	EA	\$4,460.00	0.00	0.00
6.06	STORM SEWER, INTAKE, TYPE SW-513	1.00	EA	\$4,460.00	0.75	0.25
6.07	STORM SEWER, MANHOLE, TYPE SW-401, 48" DIA.	0.00	EA	\$4,460.00	0.00	0.00
6.08	STORM SEWER, MANHOLE, TYPE SW-401, 72" DIA.	0.00	EA	\$5,800.00	0.00	0.00
6.09	CORE DRILL, SAN. M.H., 12" I.D. PIPE, PIPE, WATER-TIGHT	1.00	EA	\$1,200.00	1.00	0.00
<b>TOTAL</b>						\$9,753
<b>Section 7 - Streets and Related Work</b>						
7.01	PAVEMENT, P.C.C., STANDARD OR SLIPFORM, CLASS C, CLASS 3 AGGREGATE, 7 INCH	3,952.20	SY	\$37.25	2516.00	1436.20
7.02	SIDEWALK, P.C.C., CLASS C, 6 INCH	61.00	SY	\$173.50	0.00	61.00
7.03	DETECTABLE WARNING	48.00	SF	\$3.33	0.00	48.00
7.04	TEMPORARY TURNAROUND, MODIFIED, 4"	0.00	TN	\$25.00	0.00	0.00
7.05	TEMPORARY TURNAROUND, MACADAM, 8"	0.00	TN	\$25.00	0.00	0.00
<b>TOTAL</b>						\$64,242
<b>Section 8 - Traffic Control</b>						

**ATTACHMENT 'B'**  
**LIST OF PUBLIC IMPROVEMENTS AND ENGINEER'S ESTIMATE OF COST (CONT'D)**

8.01	TEMPORARY TRAFFIC CONTROL	0.50	LS	\$10,000.00	0.50	0.00	\$0
8.02	TRAFFIC SIGNAGE	20.70	SF	\$24.00	0.00	20.70	\$497
8.03	TRAFFIC SIGNAGE POSTS	14.00	LF	\$25.00	0.00	14.00	\$350
<b>TOTAL</b>							<b>\$847</b>
<b>Section 9 - Site Work and Landscaping</b>							
9.01	SEEDING, FERTILIZING, AND MULCHING	7.31	AC	\$2,000.00	3.65	3.66	\$7,370
9.02	COMPOST BLANKET, INSTALLATION	5,000.00	SF	\$1.00	0.00	5000.00	\$5,000
9.03	COMPOST BLANKET, MAINTENANCE	0.00	SF	\$0.00	0.00	0.00	\$0
9.04	COMPOST BLANKET, REMOVAL	0.00	SF	\$0.00	0.00	0.00	\$0
9.05	SILT FENCE, INSTALLATION	2,512.50	LF	\$2.50	2512.50	0.00	\$0
9.06	SILT FENCE, MAINTENANCE	2,512.50	LF	\$1.00	1256.00	1256.50	\$1,257
9.07	SILT FENCE, REMOVAL	2,512.50	LF	\$1.00	0.00	2512.50	\$2,513
9.08	FLTER SOCK, INSTALLATION	242.10	LF	\$2.00	242.10	0.00	\$0
9.09	FLTER SOCK, MAINTENANCE	242.10	LF	\$1.00	121.00	121.10	\$121
9.1	FLTER SOCK, REMOVAL	242.10	LF	\$0.50	0.00	242.10	\$121
9.11	EROSION STONE, RIP RAP, CHECK DAM, INSTALLATION	16.00	TN	\$50.00	0.00	16.00	\$800
9.12	EROSION STONE, RIP RAP, CHECK DAM, REMOVAL	16.00	TN	\$25.00	0.00	16.00	\$400
9.13	EROSION STONE, RIP RAP, CLASS E (w/ ENG. FABRIC), IN PLACE	0.00	TN	\$60.00	0.00	0.00	\$0
9.14	INLET PROTECTION DEVICE, INSTALLATION (CFD.04)	11.00	EA	\$225.00	0.00	11.00	\$2,475
9.15	INLET PROTECTION DEVICE, MAINTENANCE(CFD.04)	11.00	EA	\$50.00	0.00	11.00	\$550
9.16	INLET PROTECTION DEVICE, REMOVAL (CFD.04)	11.00	EA	\$50.00	0.00	11.00	\$550
<b>TOTAL</b>							<b>\$21,106</b>
<b>Section 11 - Miscellaneous</b>							
<b>Total Estimated Opinion of Construction Cost Remaining:</b>							<b>\$140,100</b>
<b>Total Estimated Opinion of Construction Cost Remaining +20%</b>							<b>\$168,120</b>

THE ABOVE INFORMATION WAS PREPARED TO THE BEST OF OUR KNOWLEDGE BASED ON INFORMATION PROVIDED BY THE CONTRACTORS AND WORK OBSERVED AT THE PROJECT SITE.


Project Manager
8/8/22  
 \_\_\_\_\_  
 NAME, TITLE DATE

**ATTACHMENT 'B'**  
**LIST OF PUBLIC IMPROVEMENTS AND ENGINEER'S ESTIMATE OF COST (CONT'D)**

7/12/2022		CONSTRUCTION COST SUMMARY				
Wildhorse Ridge Fifth Addition Subdivision						
Cedar Falls, IA						
ITEM NO.	DESCRIPTION	QUANTITY	UNIT COST	EXTENSION		
<b>Division 1 - General</b>						
1.01	MOBILIZATION	1	LS	\$7,600.00	\$7,600	
				<b>TOTAL</b>	<b>\$7,600.00</b>	
<b>Section 2 - Earthwork</b>						
2.01	TOPSOIL, STRIP AND STOCKPILE	6,188	CY	\$2.00	\$12,376	
2.02	EXCAVATION, CLASS 30, ROADWAY AND BORROW	9,016	CY	\$4.75	\$42,828	
2.03	TOPSOIL, SPREAD	5,000	CY	\$2.00	\$10,000	
2.04	TOPSOIL, WASTE	12,000	CY	\$2.00	\$24,000	
2.05	SUBGRADE PREPARATION, 12"	4,406	SY	\$3.50	\$15,420	
2.06	MODIFIED SUBBASE, 6 INCH	4,406	SY	\$12.00	\$52,868	
				<b>TOTAL</b>	<b>\$157,492</b>	
<b>Section 4 - Sewers and Drains</b>						
4.01	SANITARY SEWER, TRENCHED, TRUSS PVC, 12 IN. DIA.	221	LF	\$55.00	\$12,155	
4.02	SANITARY SEWER, TRENCHED, TRUSS PVC, 8 IN. DIA.	0	LF	\$44.00	\$0	
4.03	SANITARY SEWER SERVICE STUB, PVC, 4 IN. DIA.	777	LF	\$35.25	\$27,382	
4.04	SANITARY SEWER SERVICE TAP	3	EA	\$1,500.00	\$4,500	
4.05	CLEANOUT, SANITARY SEWER, PVC, 6" DIA. W/COVER CASTING	0	EA	\$735.00	\$0	
4.06	STORM SEWER GRAVITY MAIN, TRENCHED, PERFORATED HDPE, 18 IN. DIA.	0	LF	\$42.00	\$0	
4.06a	STORM SEWER GRAVITY MAIN, TRENCHED, PERFORATED HDPE, 15 IN. DIA.	270	LF	\$42.00	\$11,340	
4.07	STORM SEWER GRAVITY MAIN, TRENCHED, PERFORATED HDPE, 24 IN. DIA.	330	LF	\$45.00	\$14,828	
4.08	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 15 IN. DIA.	126	LF	\$49.00	\$6,174	
4.09	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 18 IN. DIA.	32	LF	\$59.00	\$1,859	
4.10	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 42 IN. DIA.	0	LF	\$180.00	\$0	
4.11	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 48 IN. DIA.	0	LF	\$195.00	\$0	
4.12	STORM SEWER GRAVITY MAIN, (RCAP) REINFORCED CONC. ARCH PIPE, 59x36 IN	0	LF	\$220.00	\$0	
4.13	PIPE APRON, GALVANIZED METAL PIPE, 24 IN. DIA.	0	EA	\$1,000.00	\$0	
4.14	PIPE APRON, RCAP, REINFORCED CONC. ARCH PIPE 59x36 IN.	0	EA	\$6,000.00	\$0	
4.15	APRON GUARD, PIPE APRON, GALVANIZED METAL, 24 IN. DIA.	0	EA	\$3,000.00	\$0	
4.16	APRON GUARD, PIPE APRON, RCAP, REINFORCED CONC. ARCH PIPE 59x36 IN.	0	EA	\$6,000.00	\$0	
4.17	REINFORCED P.C.C. APRON SECTION FOOTING (RACP) REINFORCED CONC. ARCH PIPE 55	0	EA	\$1,000.00	\$0	
4.18	SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN. DIA.	2,055	LF	\$16.50	\$33,908	
4.19	SUBDRAIN OUTLETS AND CONNECTIONS, TYPE (CFD.01)	10	EA	\$100.00	\$1,000	
4.20	CLEANOUT, SUBDRAIN, 6 INCH, PVC	3	EA	\$1,250.00	\$3,750	
4.21	SUBDRAIN SUMP TAPS, 4 IN. DIA.	441	LF	\$15.00	\$6,611	
4.22	EXTERNAL SEWER DROP ON EX MH SA-02	1	LS	\$6,000.00	\$6,000	
				<b>TOTAL</b>	<b>\$129,506</b>	
<b>Section 5 - Water Main and Appurtenances</b>						
5.01	CONNECTION TO EXISTING WATER MAIN	2	EA	\$1,000.00	\$2,000	
5.02	WATER, PRESSURE MAIN, TRENCHED, DIP, POLY-WRAPPED, 6 IN. DIA.	48	LF	\$34.00	\$1,618	
5.03	WATER, PRESSURE MAIN, TRENCHED, DIP, POLY-WRAPPED, 8 IN. DIA.	763	LF	\$39.50	\$30,154	
5.04	WATER, PRESSURE MAIN, TRENCHED, DIP, POLY-WRAPPED, 12 IN. DIA.	317	LF	\$59.00	\$18,727	
5.05	WATER, SERVICE LINE, COPPER, 1 IN. DIA.	738	LF	\$31.50	\$23,256	
5.06	WATER MAIN, FITTING, MJ REDUCER, 8"x6" DIA.	0	EA	\$500.00	\$0	
5.07	WATER MAIN, FITTING, MJ BEND, 45 DEG. BEND, 8"	0	EA	\$500.00	\$0	
5.08	WATER MAIN, FITTING, MJ BEND, 45 DEG. BEND, 12"	0	EA	\$500.00	\$0	
5.09	WATER MAIN, FITTING, MJ, TEE, DIP, 12"x6" DIA.	0	EA	\$500.00	\$0	
5.10	WATER MAIN, FITTING, MJ, TEE, DIP, 12"x8" DIA.	1	EA	\$300.00	\$300	
5.10a	WATER MAIN, FITTING, MJ, TEE, DIP, 8"x6" DIA.	4	EA	\$300.00	\$1,200	
5.11	WATER MAIN, FITTING, MJ, GATE VALVE, DIP, 8" DIA.	1	EA	\$1,700.00	\$1,700	
5.12	WATER MAIN, FITTING, MJ, GATE VALVE, DIP, 12" DIA.	1	EA	\$2,400.00	\$2,400	
5.13	WATER MAIN, FIRE HYDRANT ASSEMBLY	4	EA	\$5,050.00	\$20,200	
5.14	WATER MAIN, FIRE HYDRANT ASSEMBLY, END OF WATERMAIN	1	EA	\$4,300.00	\$4,300	
5.15	WATER MAIN, FIRE HYDRANT ASSEMBLY, REMOVE AND REINSTALL	1	EA	\$1,750.00	\$1,750	
5.16	PRESSURE AND DISINFECTION TEST	1	LS	\$1,000.00	\$1,000	
				<b>TOTAL</b>	<b>\$108,606</b>	
<b>Section 6 - Structures For Sanitary and Storm Sewers</b>						
6.01	SANITARY SEWER, MANHOLE, SW-301, 48 IN. DIA.	0	EA	\$4,600.00	\$0	
6.02	SANITARY SEWER, MANHOLE, MAJOR (ADJUSTMENT)	5	EA	\$1,500.00	\$7,500	
6.03	STORM SEWER, INTAKE, TYPE SW-507	4	EA	\$3,800.00	\$15,200	
6.04	STORM SEWER, INTAKE, TYPE SW-509	3	EA	\$3,950.00	\$11,850	
6.05	STORM SEWER, INTAKE, TYPE SW-509, MODIFIED, 9' x 7'	0	EA	\$4,460.00	\$0	

**ATTACHMENT 'B'**  
**LIST OF PUBLIC IMPROVEMENTS AND ENGINEER'S ESTIMATE OF COST (CONT'D)**

6.06	STORM SEWER, INTAKE, TYPE SW-513	1	EA	\$4,460.00	\$4,460
6.07	STORM SEWER, MANHOLE, TYPE SW-401, 48" DIA.	0	EA	\$4,460.00	\$0
6.08	STORM SEWER, MANHOLE, TYPE SW-401, 72" DIA.	0	EA	\$5,800.00	\$0
6.09	CORE DRILL, SAN. M.H., 12" I.D. PIPE, PIPE. WATER-TIGHT	1	EA	\$1,200.00	\$1,200
<b>TOTAL</b>					<b>\$40,210</b>
<b>Section 7 - Streets and Related Work</b>					
7.01	PAVEMENT, P.C.C., STANDARD OR SLIPFORM, CLASS C, CLASS 3 AGGREGATE, 7 INCH	3,952	SY	\$37.25	\$147,219
7.02	SIDEWALK, P.C.C, CLASS C, 6 INCH	61	SY	\$173.50	\$10,584
7.03	DETECTABLE WARNING	48	SF	\$3.33	\$160
7.04	TEMPORARY TURNAROUND, MODIFIED, 4"	0	TN	\$25.00	\$0
7.05	TEMPORARY TURNAROUND, MACADAM, 8"	0	TN	\$25.00	\$0
<b>TOTAL</b>					<b>\$157,963</b>
<b>Section 8 - Traffic Control</b>					
8.01	TEMPORARY TRAFFIC CONTROL	0	LS	\$10,000.00	\$0
8.02	TRAFFIC SIGNAGE	21	SF	\$24.00	\$497
8.03	TRAFFIC SIGNAGE POSTS	14	LF	\$25.00	\$350
<b>TOTAL</b>					<b>\$847</b>
<b>Section 9 - Site Work and Landscaping</b>					
9.01	SEEDING, FERTILIZING, AND MULCHING	7.31	AC	\$2,000.00	\$14,620
9.02	COMPOST BLANKET, INSTALLATION	0	SF		\$0
9.03	COMPOST BLANKET, MAINTENANCE	0	SF		\$0
9.04	COMPOST BLANKET, REMOVAL	0	SF		\$0
9.05	SILT FENCE, INSTALLATION	2,513	LF	\$6.00	\$15,075
9.06	SILT FENCE, MAINTENANCE	2,513	LF	\$6.00	\$15,075
9.07	SILT FENCE, REMOVAL	2,513	LF	\$6.00	\$15,075
9.08	FLTER SOCK, INSTALLATION	242	LF	\$0.75	\$182
9.09	FLTER SOCK, MAINTENANCE	242	LF	\$0.75	\$182
9.1	FLTER SOCK, REMOVAL	242	LF	\$0.75	\$182
9.11	EROSION STONE, RIP RAP, CHECK DAM, INSTALLATION	16	TN	\$100.00	\$1,600
9.12	EROSION STONE, RIP RAP, CHECK DAM, REMOVAL	16	TN	\$100.00	\$1,600
9.13	EROSION STONE, RIP RAP, CLASS E (w/ ENG. FABRIC), IN PLACE	0	TN	\$125.00	\$0
9.14	INLET PROTECTION DEVICE, INSTALLATION (CFD.04)	11	EA	\$225.00	\$2,475
9.15	INLET PROTECTION DEVICE, MAINTENANCE(CFD.04)	11	EA	\$225.00	\$2,475
9.16	INLET PROTECTION DEVICE, REMOVAL (CFD.04)	11	EA	\$225.00	\$2,475
<b>TOTAL</b>					<b>\$71,015</b>
<b>Section 11 - Miscellaneous</b>					
<b>Total Estimated Opinion of Construction Cost:</b>					<b>\$673,238</b>

THE ABOVE INFORMATION WAS PREPARED TO THE BEST OF OUR KNOWLEDGE BASED ON INFORMATION PROVIDED BY THE CONTRACTORS AND WORK OBSERVED AT THE PROJECT SITE.

  
 \_\_\_\_\_  
 NAME, TITLE

Project Manager

  
 \_\_\_\_\_  
 DATE

# FINAL PLAT

## WILD HORSE RIDGE FIFTH ADDITION

### CEDAR FALLS, BLACK HAWK COUNTY, IOWA

### JANUARY 2022

**SURVEYOR AND ENGINEER**

TRAVIS R STEWART, P.L.S.  
 ADAM DATERS, P.E.  
 CLAPSADDLE-GARBER ASSOCIATES  
 5106 NORDIC DRIVE  
 CEDAR FALLS, IOWA 50613  
 PHONE 319-266-0258

**ZONING INFORMATION:**

RP (UNLESS NOTED OTHERWISE)

**TYPICAL BUILDING SETBACKS**

FRONT YARD = 25 FT  
 REAR YARD = 30 FT  
 SIDE YARD = 5 FT

**SURVEY REQUESTED BY:**

MIDWEST DEVELOPMENT CO.  
 411 FIRST AVENUE SE  
 CEDAR RAPIDS, IOWA

**CLOSURE:**

- ALL SUBDIVISION BOUNDARIES ARE WITHIN THE 1:10,000 ERROR OF CLOSURE REQUIREMENT
- ALL LOTS ARE WITHIN THE 1:5000 ERROR OF CLOSURE REQUIREMENT.

**TRACT SUMMARY:**

TRACT A - ROAD RIGHT-OF-WAY

**SHEET INDEX**

SHEET 1	TITLE SHEET
SHEET 2	OVERALL LAYOUT
SHEET 3	FINAL PLAT
SHEET 4	FINAL PLAT

**OWNERS OF RECORD**

MIDWEST DEVELOPMENT CO.  
 411 FIRST AVENUE SE  
 CEDAR RAPIDS, IOWA

**FLOOD ZONE**

(ZONE X)  
 PANEL #19013C0145F  
 AND  
 PANEL #19013C0163F  
 EFFECTIVE DATE: JULY 18, 2011

**PREPARED DATE:**

JANUARY 10, 2022

**BENCH MARK**

ELEV = 975.45  
 AERIAL SERVICE GPS CONTROL MONUMENT #93 ON THE WEST SIDE OF UNION ROAD, APPROX 277 FEET NORTH OF WILD HORSE DRIVE & UNION ROAD INTERSECTION.

**NOTE:**

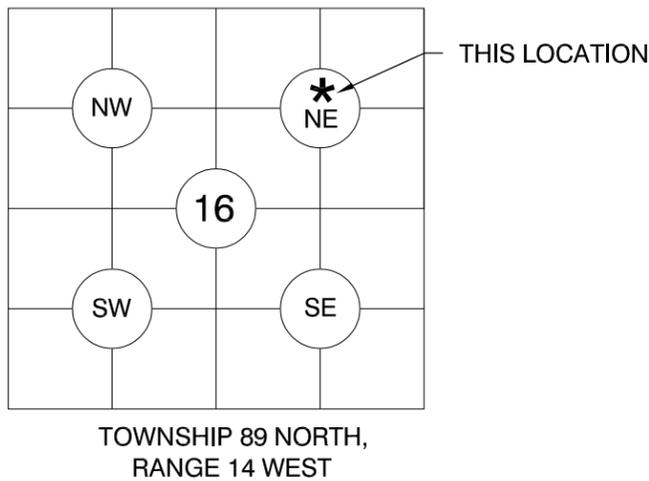
BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN BEARING NORTH 00°00'09" WEST

**AREA:**

8.13 ACRES

**MAILBOX NOTES:**

ALL MAILBOXES SHALL MEET USPS STANDARDS. CONTRACTOR SHALL COORDINATE WITH CITY OF CEDAR FALLS PRIOR TO INSTALLATION.



**LOT TABLE**

LOT	ACRES	SQ FT
1	0.45	19,486
2	0.37	16,044
3	0.36	15,870
4	0.36	15,505
5	0.36	15,590
6	0.35	15,353
7	0.47	20,646
8	0.45	19,531
9	0.45	19,688
10	0.36	15,622
11	0.27	11,652
12	0.26	11,445
13	0.24	10,499
14	0.27	11,862
15	0.28	12,019
16	0.31	13,352
17	0.31	13,564
18	0.34	14,685
19	0.33	14,264
<b>TRACT "A"</b>	<b>1.54</b>	<b>67,299</b>

	(GROSS-ACRES)	(EASE-ACRES)	(NET-ACRES)
NE1/4 NE1/4 SEC 16-89-14	1.65 AC	0.29 AC	1.36 AC
NW1/4 NE1/4 SEC 16-89-14	0.25 AC	0.00 AC	0.25 AC
SE1/4 NE1/4 SEC 16-89-14	2.00 AC	0.21 AC	1.79 AC
SW1/4 NE1/4 SEC 16-89-14	4.23 AC	1.05 AC	3.18 AC
<b>TOTAL</b>	<b>8.13 AC</b>	<b>1.55 AC</b>	<b>6.58 AC</b>

**LEGEND:**

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- ( ) RECORDED AS

**FINAL PLAT  
WILD HORSE RIDGE  
FIFTH ADDITION**



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

*Travis R. Stewart* 7-20-2022  
 Travis R. Stewart, PLS date  
 Iowa License Number 17162

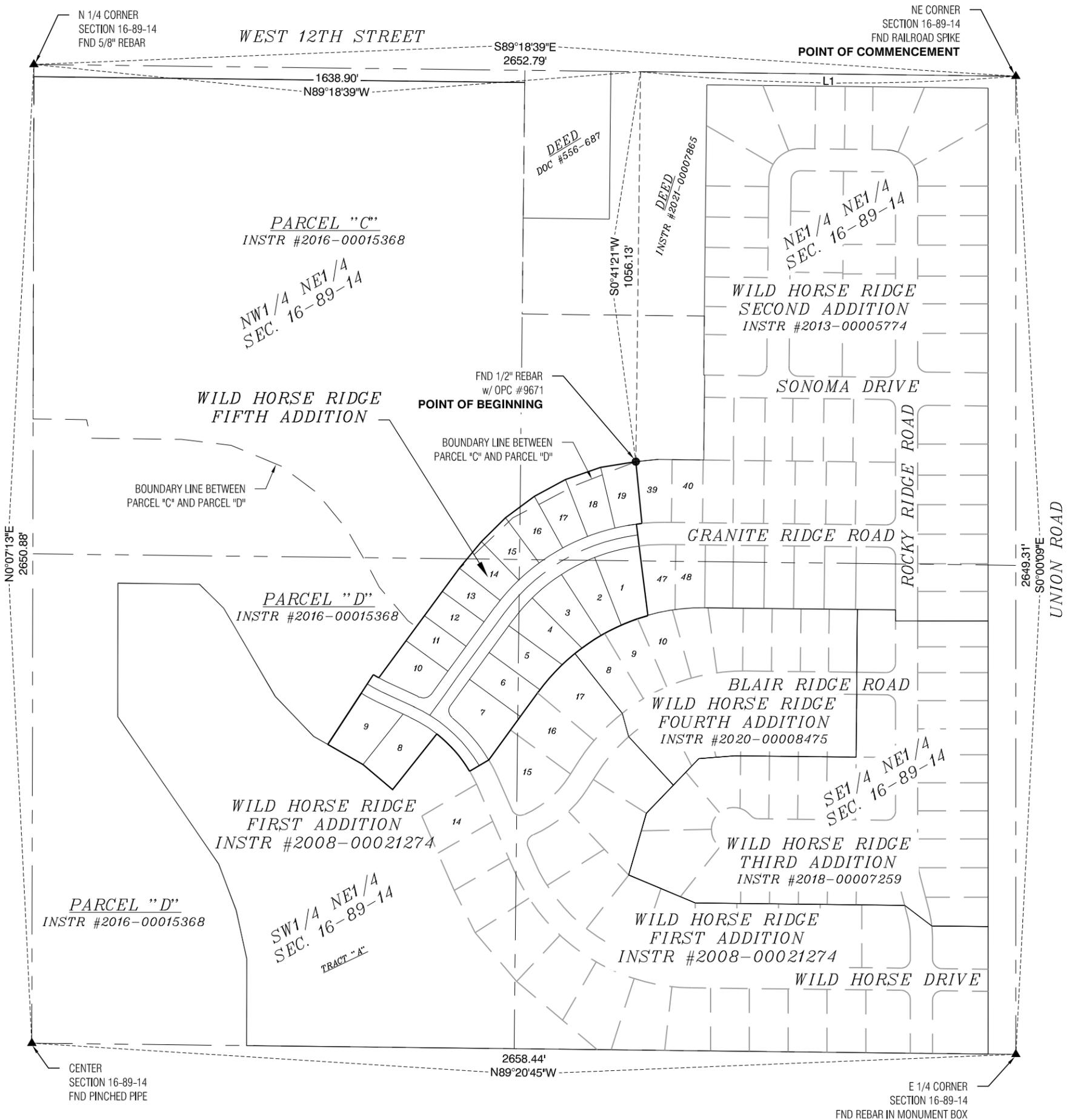
My License Renewal Date is December 31, 2023  
 Pages or sheets covered by this seal: \_\_\_\_\_  
 SHEETS 1 OF 4, 2 OF 4, 3 OF 4 AND 4 OF 4



Clapsaddle-Garber Associates, Inc  
 16 East Main Street  
 Marshalltown, Iowa 50158  
 Ph 641-752-6701  
 www.cgaconsultants.com

DRAWN CAQ	SHEET NO. 1 OF 4
DATE 3-5-2022	PROJECT NO. 5805.05

# FINAL PLAT WILD HORSE RIDGE FIFTH ADDITION CEDAR FALLS, IOWA

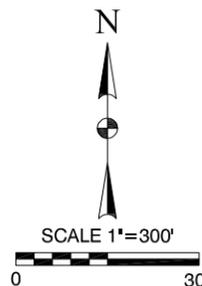


**DESCRIPTION**

A CERTAIN PARCEL OF LAND LOCATED IN PART OF PARCEL "C" AND IN PART OF PARCEL "D" OF A PLAT OF SURVEY FILED ON DOCUMENT NO. 2016-00015368 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY AND BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 ALL IN SECTION 16, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER SECTION 16, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M.; THENCE, N89°18'39"W 1013.89' ALONG THE NORTH LINE OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE, S0°41'21"W 1056.13' TO THE NORTHWESTERLY CORNER OF LOT 39 OF WILD HORSE RIDGE SECOND ADDITION, RECORDED ON DOCUMENT NO. 2013-00005774 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY AND SAID POINT BEING THE POINT OF BEGINNING; THENCE, S5°37'33"E 168.00' ALONG A WEST LINE OF SAID LOT 39 TO THE SOUTHWESTERLY CORNER OF SAID LOT 39, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF GRANITE RIDGE ROAD; THENCE, SOUTHWESTERLY 15.09' ALONG A 560.00' RADIUS CURVE, CONCAVE SOUTHEASTERLY HAVING A CHORD BEARING OF S83°36'08"W AND A CHORD DISTANCE OF 15.09' ALONG SAID NORTH RIGHT OF WAY LINE OF GRANITE RIDGE ROAD TO A WESTERLY CORNER OF SAID WILD HORSE RIDGE SECOND ADDITION; THENCE, S7°10'12"E 249.67' ALONG A WESTERLY LINE OF SAID WILD HORSE RIDGE SECOND ADDITION TO THE SOUTHWESTERLY CORNER OF LOT 47 OF SAID WILD HORSE RIDGE SECOND ADDITION, SAID POINT ALSO BEING ON A NORTHERLY LINE OF WILD HORSE RIDGE FOURTH ADDITION RECORDED ON INSTRUMENT NO. 2020-00008475 IN THE OFFICE OF THE RECORDER BLACK HAWK COUNTY; THENCE, SOUTHWESTERLY 371.49' ALONG A 550.00' RADIUS CURVE, CONCAVE SOUTHEASTERLY HAVING A CHORD BEARING S54°50'18"W AND A CHORD DISTANCE OF 364.47' ALONG THE NORTHERLY LINE OF SAID WILD HORSE RIDGE FOURTH ADDITION AND NORTHERLY LINE OF WILD HORSE RIDGE FIRST ADDITION, RECORDED ON INSTRUMENT NO. 2008-00021274 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY; THENCE, S36°00'48"W 84.21' ALONG A NORTHWESTERLY LINE OF SAID WILD HORSE RIDGE FIRST ADDITION; THENCE, S36°00'48"W 145.02' ALONG WESTERLY LINE OF SAID WILD HORSE RIDGE FIRST ADDITION TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF WILD HORSE DRIVE; THENCE, S59°18'03"W 60.00' ALONG A WESTERLY LINE OF SAID WILD HORSE RIDGE FIRST ADDITION TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF WILD HORSE DRIVE; THENCE, NORTHWESTERLY 135.29' ALONG THE ARC OF A 370.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF N41°10'28"W AND A CHORD DISTANCE OF 134.54' ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE; THENCE, S38°21'01"W 192.77' ALONG A WESTERLY LINE OF SAID WILD HORSE RIDGE FIRST ADDITION; THENCE, N49°49'03"W 105.00' ALONG A NORTHERLY LINE OF SAID WILD HORSE RIDGE FIRST ADDITION; THENCE, N60°07'44"W 109.52' ALONG A NORTHERLY LINE OF SAID WILD HORSE RIDGE FIRST ADDITION; THENCE, N33°05'13"E 225.59' TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WILD HORSE DRIVE; THENCE, SOUTHEASTERLY 16.95' ALONG A 270.00' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S58°42'40"E AND A CHORD DISTANCE OF 16.94' ALONG SAID NORTHERLY RIGHT OF WAY LINE; THENCE, N36°16'01"E 368.69'; THENCE, N39°26'18"E 93.50'; THENCE, N45°25'18"E 91.41'; THENCE, N53°11'55"E 97.37'; THENCE, N61°39'21"E 95.21'; THENCE, N70°48'25"E 100.44'; THENCE, N80°39'55"E 96.56' TO THE POINT OF BEGINNING, CONTAINING 8.13 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	N89°18'39"W	1013.89'



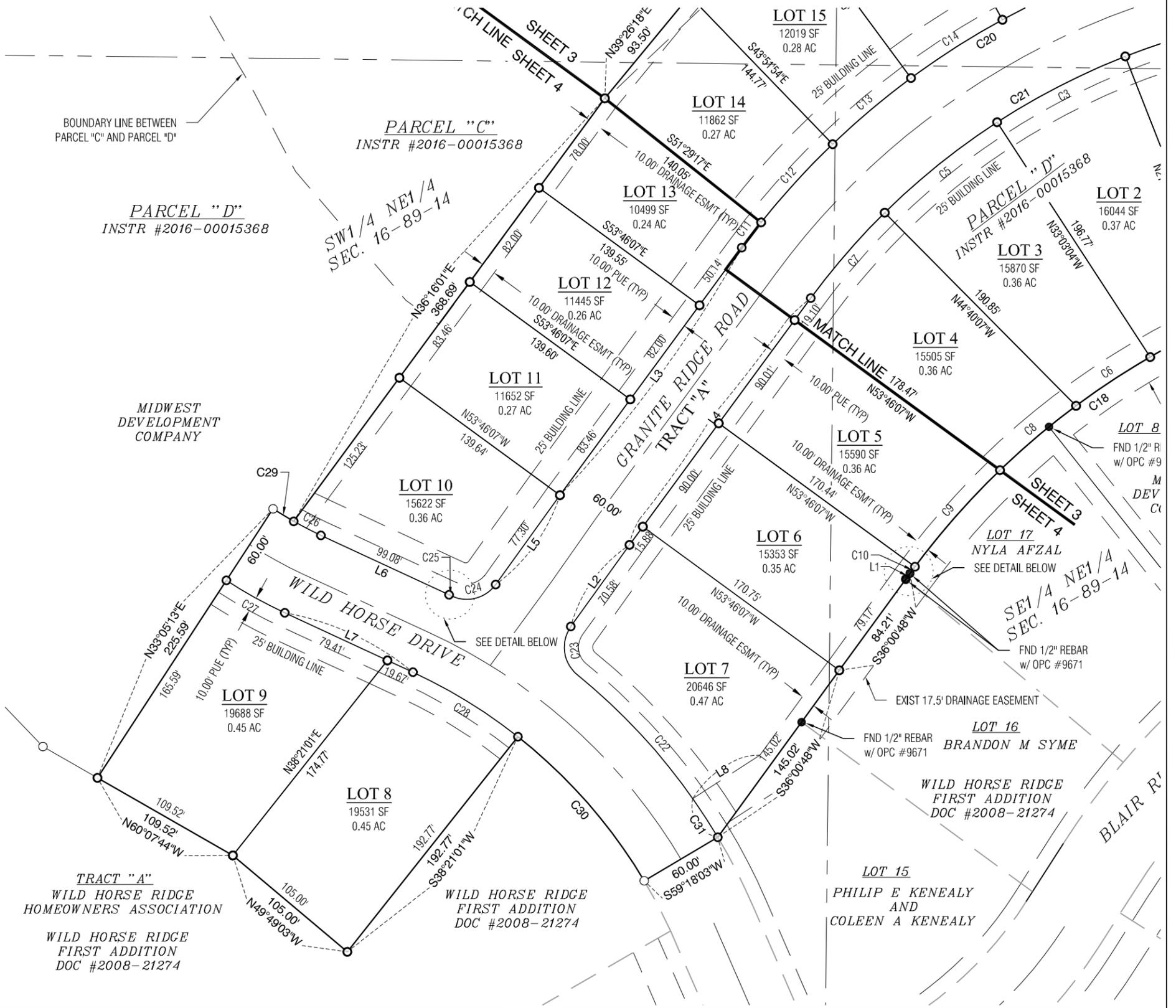
**CGA**

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16 East Main Street  
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DRAWN CAQ	SHEET NO. 2 OF 4
DATE 3-5-2022	PROJECT NO. 5805.05



# FINAL PLAT WILD HORSE RIDGE FIFTH ADDITION CEDAR FALLS, IOWA



Curve Table

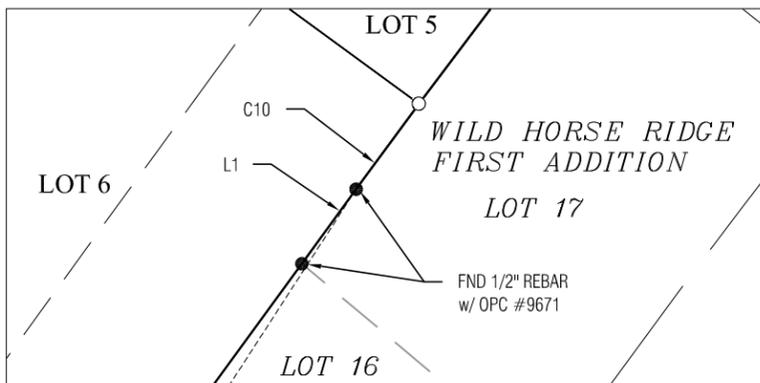
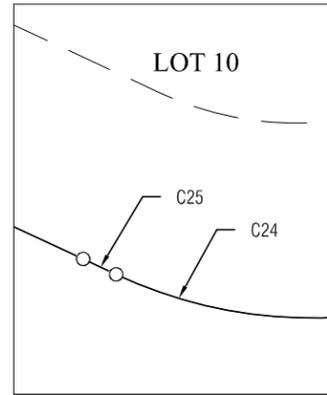
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	76.62'	550.00'	7°58'54"	S70°11'50"W	76.56'
C2	124.58'	500.00'	14°16'33"	S75°41'31"W	124.26'
C3	101.27'	500.00'	11°36'18"	S62°45'06"W	101.10'
C4	61.32'	550.00'	6°23'15"	S63°00'45"W	61.29'
C5	101.38'	500.00'	11°37'04"	S51°08'24"W	101.21'
C6	62.29'	550.00'	6°29'21"	S56°34'26"W	62.26'
C7	79.41'	500.00'	9°06'00"	S40°46'53"W	79.33'
C8	69.96'	550.00'	7°17'18"	S49°41'07"W	69.92'
C9	90.47'	550.00'	9°25'28"	S41°19'44"W	90.37'
C10	5.79'	550.00'	0°36'11"	S36°18'54"W	5.79'
C11	22.29'	560.00'	2°16'50"	S37°22'18"W	22.29'
C12	74.51'	560.00'	7°37'23"	S42°19'24"W	74.45'
C13	72.11'	560.00'	7°22'40"	S49°49'26"W	72.06'
C14	76.07'	560.00'	7°47'00"	S57°24'16"W	76.01'
C15	73.79'	560.00'	7°32'59"	S65°04'16"W	73.74'
C16	77.45'	560.00'	7°55'26"	S72°48'28"W	77.38'
C17	74.32'	560.00'	7°36'16"	S80°34'19"W	74.27'

Curve Table

CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C18	371.49'	550.00'	38°41'59"	S54°50'18"W	364.47'
C19	15.09'	560.00'	1°32'39"	S83°36'08"W	15.09'
C20	455.45'	560.00'	46°35'55"	S59°31'51"W	443.00'
C21	406.65'	500.00'	46°35'55"	S59°31'51"W	395.53'
C22	151.49'	430.00'	20°11'07"	N40°47'30"W	150.71'
C23	37.76'	25.00'	86°32'16"	S7°36'56"E	34.27'
C24	34.71'	25.00'	79°32'58"	N75°25'46"E	31.99'
C25	1.99'	430.00'	0°15'53"	N64°55'42"W	1.99'
C26	21.45'	270.00'	4°33'05"	S62°47'06"E	21.44'
C27	46.93'	330.00'	8°08'51"	S60°59'13"E	46.89'
C28	86.60'	370.00'	13°24'39"	N58°21'19"W	86.41'
C29	16.95'	270.00'	3°35'46"	S58°42'40"E	16.94'
C30	135.29'	370.00'	20°57'03"	N41°10'28"W	134.54'
C31	33.80'	430.00'	4°30'13"	N32°45'03"W	33.79'

LINE DATA

LINE NUMBER	BEARING	DISTANCE
L1	S36°00'48"W	5.04'
L2	S35°38'55"W	70.58'
L3	N36°13'57"E	215.60'
L4	N36°14'03"E	214.99'
L5	S35°38'56"W	77.30'
L6	N65°03'38"W	99.08'
L7	S65°03'38"E	99.08'
L8	N57°01'16"E	56.12'



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DRAWN CAQ	SHEET NO. 4 OF 4
DATE 3-5-2022	PROJECT NO. 5805.05

7/12/2022		CONSTRUCTION COMPLETED AND REMAINING SUMMARY						
Wildhorse Ridge Fifth Addition Subdivision								
Cedar Falls, IA								
ITEM NO.	DESCRIPTION	QUANTITY	UNIT COST	COMPLETED	REMAINING	EXTENSION		
<b>Division 1 - General</b>								
1.01	MOBILIZATION	1.00	LS	\$7,600.00	1.00	0.00		\$0
<b>TOTAL</b>								\$0.00
<b>Section 2 - Earthwork</b>								
2.01	TOPSOIL, STRIP AND STOCKPILE	6,188.00	CY	\$2.00	6188.00	0.00		\$0
2.02	EXCAVATION, CLASS 10, ROADWAY AND BORROW	9,016.40	CY	\$4.75	9016.40	0.00		\$0
2.03	TOPSOIL, SPREAD	5,000.00	CY	\$2.00	5000.00	0.00		\$0
2.04	TOPSOIL, WASTE	12,000.00	CY	\$2.00	12000.00	0.00		\$0
2.05	SUBGRADE PREPARATION, 12"	4,405.70	SY	\$3.50	2804.70	1601.00		\$5,603
2.06	MODIFIED SUBBASE, 6 INCH	4,405.70	SY	\$12.00	2804.70	1601.00		\$19,212
<b>TOTAL</b>								\$24,815
<b>Section 4 - Sewers and Drains</b>								
4.01	SANITARY SEWER, TRENCHED, TRUSS PVC, 12 IN. DIA.	221.00	LF	\$55.00	221.00	0.00		\$0
4.02	SANITARY SEWER, TRENCHED, TRUSS PVC, 8 IN. DIA.	0.00	LF	\$44.00	0.00	0.00		\$0
4.03	SANITARY SEWER SERVICE STUB, PVC, 4 IN. DIA.	776.80	LF	\$35.25	776.80	0.00		\$0
4.04	SANITARY SEWER SERVICE TAP	3.00	EA	\$1,500.00	3.00	0.00		\$0
4.05	CLEANOUT, SANITARY SEWER, PVC, 6" DIA. W/COVER CASTING	0.00	EA	\$735.00	0.00	0.00		\$0
4.06	STORM SEWER GRAVITY MAIN, TRENCHED, PERFORATED HDPE, 18 IN. DIA.	0.00	LF	\$42.00	0.00	0.00		\$0
4.06a	STORM SEWER GRAVITY MAIN, TRENCHED, PERFORATED HDPE, 15 IN. DIA.	270.00	LF	\$42.00	270.00	0.00		\$0
4.07	STORM SEWER GRAVITY MAIN, TRENCHED, PERFORATED HDPE, 24 IN. DIA.	329.50	LF	\$45.00	329.50	0.00		\$0
4.08	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 15 IN. DIA.	126.00	LF	\$49.00	126.00	0.00		\$0
4.09	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 18 IN. DIA.	31.50	LF	\$59.00	31.50	0.00		\$0
4.10	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 42 IN. DIA.	0.00	LF	\$180.00	0.00	0.00		\$0
4.11	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 48 IN. DIA.	0.00	LF	\$195.00	0.00	0.00		\$0
4.12	STORM SEWER GRAVITY MAIN, (RCAP) REINFORCED CONC. ARCH PIPE, 59x36 IN	0.00	LF	\$220.00	0.00	0.00		\$0
4.13	PIPE APRON, GALVANIZED METAL PIPE, 24 IN. DIA.	0.00	EA	\$1,000.00	0.00	0.00		\$0
4.14	PIPE APRON, RCAP, REINFORCED CONC. ARCH PIPE 59x36 IN.	0.00	EA	\$6,000.00	0.00	0.00		\$0
4.15	APRON GUARD, PIPE APRON, GALVANIZED METAL, 24 IN DIA.	0.00	EA	\$3,000.00	0.00	0.00		\$0
4.16	APRON GUARD, PIPE APRON, RCAP, REINFORCED CONC. ARCH PIPE 59x36 IN.	0.00	EA	\$6,000.00	0.00	0.00		\$0
4.17	REINFORCED P.C.C. APRON SECTION FOOTING (RACP) REINFORCED CONC. ARCH PIPE 5"	0.00	EA	\$1,000.00	0.00	0.00		\$0
4.18	SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN. DIA.	2,055.00	LF	\$16.50	1308.23	746.77		\$12,322
4.19	SUBDRAIN OUTLETS AND CONNECTIONS, TYPE (CFD.01)	10.00	EA	\$100.00	6.37	3.63		\$363
4.20	CLEANOUT, SUBDRAIN, 6 INCH, PVC	3.00	EA	\$1,250.00	0.00	3.00		\$3,750
4.21	SUBDRAIN SUMP TAPS, 4 IN. DIA.	440.75	LF	\$15.00	280.58	160.17		\$2,402
4.22	EXTERNAL SEWER DROP ON EX MH 5A-02	1.00	LS	\$6,000.00	1.00	0.00		\$0
<b>TOTAL</b>								\$18,838
<b>Section 5 - Water Main and Appurtenances</b>								
5.01	CONNECTION TO EXISTING WATER MAIN	2.00	EA	\$1,000.00	2.00	0.00		\$0
5.02	WATER, PRESSURE MAIN, TRENCHED, DIP, POLY-WRAPPED, 6 IN. DIA.	47.60	LF	\$34.00	47.60	0.00		\$0
5.03	WATER, PRESSURE MAIN, TRENCHED, DIP, POLY-WRAPPED, 8 IN. DIA.	763.40	LF	\$39.50	763.40	0.00		\$0
5.04	WATER, PRESSURE MAIN, TRENCHED, DIP, POLY-WRAPPED, 12 IN. DIA.	317.40	LF	\$59.00	317.40	0.00		\$0
5.05	WATER, SERVICE LINE, COPPER, 1 IN. DIA.	738.30	LF	\$31.50	738.30	0.00		\$0
5.06	WATER MAIN, FITTING, MJ REDUCER, 8"x6" DIA.	0.00	EA	\$500.00	0.00	0.00		\$0
5.07	WATER MAIN, FITTING, MJ BEND, 45 DEG. BEND, 8"	0.00	EA	\$500.00	0.00	0.00		\$0
5.08	WATER MAIN, FITTING, MJ BEND, 45 DEG. BEND, 12"	0.00	EA	\$500.00	0.00	0.00		\$0
5.09	WATER MAIN, FITTING, MJ, TEE, DIP, 12"x6" DIA.	0.00	EA	\$500.00	0.00	0.00		\$0
5.10	WATER MAIN, FITTING, MJ, TEE, DIP, 12"x8" DIA.	1.00	EA	\$300.00	1.00	0.00		\$0
5.10a	WATER MAIN, FITTING, MJ, TEE, DIP, 8"x6" DIA.	4.00	EA	\$300.00	4.00	0.00		\$0
5.11	WATER MAIN, FITTING, MJ, GATE VALVE, DIP, 8" DIA.	1.00	EA	\$1,700.00	1.00	0.00		\$0
5.12	WATER MAIN, FITTING, MJ, GATE VALVE, DIP, 12" DIA.	1.00	EA	\$2,400.00	1.00	0.00		\$0
5.13	WATER MAIN, FIRE HYDRANT ASSEMBLY	4.00	EA	\$5,050.00	4.00	0.00		\$0
5.14	WATER MAIN, FIRE HYDRANT ASSEMBLY, END OF WATERMAIN	1.00	EA	\$4,300.00	1.00	0.00		\$0
5.15	WATER MAIN, FIRE HYDRANT ASSEMBLY, REMOVE AND REINSTALL	1.00	EA	\$1,750.00	1.00	0.00		\$0
5.16	PRESSURE AND DISINFECTION TEST	0.50	LS	\$1,000.00	0.00	0.50		\$500
<b>TOTAL</b>								\$500
<b>Section 6 - Structures For Sanitary and Storm Sewers</b>								
6.01	SANITARY SEWER, MANHOLE, SW-301, 48 IN. DIA.	0.00	EA	\$4,600.00	0.00	0.00		\$0
6.02	SANITARY SEWER, MANHOLE, MAJOR (ADJUSTMENT)	5.00	EA	\$1,500.00	3.75	1.25		\$1,875
6.03	STORM SEWER, INTAKE, TYPE SW-507	4.00	EA	\$3,800.00	3.00	1.00		\$3,800
6.04	STORM SEWER, INTAKE, TYPE SW-509	3.00	EA	\$3,950.00	2.25	0.75		\$2,963
6.05	STORM SEWER, INTAKE, TYPE SW-509, MODIFIED, 9' x 7'	0.00	EA	\$4,460.00	0.00	0.00		\$0
6.06	STORM SEWER, INTAKE, TYPE SW-513	1.00	EA	\$4,460.00	0.75	0.25		\$1,115
6.07	STORM SEWER, MANHOLE, TYPE SW-401, 48" DIA.	0.00	EA	\$4,460.00	0.00	0.00		\$0
6.08	STORM SEWER, MANHOLE, TYPE SW-401, 72" DIA.	0.00	EA	\$5,800.00	0.00	0.00		\$0
6.09	CORE DRILL, SAN. M.H., 12" I.D. PIPE, PIPE. WATER-TIGHT	1.00	EA	\$1,200.00	1.00	0.00		\$0
<b>TOTAL</b>								\$9,753
<b>Section 7 - Streets and Related Work</b>								
7.01	PAVEMENT, P.C.C., STANDARD OR SLIPFORM, CLASS C, CLASS 3 AGGREGATE, 7 INCH	3,952.20	SY	\$37.25	2516.00	1436.20		\$53,498
7.02	SIDEWALK, P.C.C., CLASS C, 6 INCH	61.00	SY	\$173.50	0.00	61.00		\$10,584
7.03	DETECTABLE WARNING	48.00	SF	\$3.33	0.00	48.00		\$160
7.04	TEMPORARY TURNAROUND, MODIFIED, 4"	0.00	TN	\$25.00	0.00	0.00		\$0
7.05	TEMPORARY TURNAROUND, MACADAM, 8"	0.00	TN	\$25.00	0.00	0.00		\$0
<b>TOTAL</b>								\$64,242
<b>Section 8 - Traffic Control</b>								

# Exhibit B

Item 23.

8.01	TEMPORARY TRAFFIC CONTROL	0.50	LS	\$10,000.00	0.50	0.00	\$0
8.02	TRAFFIC SIGNAGE	20.70	SF	\$24.00	0.00	20.70	\$497
8.03	TRAFFIC SIGNAGE POSTS	14.00	LF	\$25.00	0.00	14.00	\$350
<b>TOTAL</b>							<b>\$847</b>
<b>Section 9 - Site Work and Landscaping</b>							
9.01	SEEDING, FERTILIZING, AND MULCHING	7.31	AC	\$2,000.00	3.65	3.66	\$7,320
9.02	COMPOST BLANKET, INSTALLATION	5,000.00	SF	\$1.00	0.00	5000.00	\$5,000
9.03	COMPOST BLANKET, MAINTENANCE	0.00	SF	\$0.00	0.00	0.00	\$0
9.04	COMPOST BLANKET, REMOVAL	0.00	SF	\$0.00	0.00	0.00	\$0
9.05	SILT FENCE, INSTALLATION	2,512.50	LF	\$2.50	2512.50	0.00	\$0
9.06	SILT FENCE, MAINTENANCE	2,512.50	LF	\$1.00	1256.00	1256.50	\$1,257
9.07	SILT FENCE, REMOVAL	2,512.50	LF	\$1.00	0.00	2512.50	\$2,513
9.08	FLTER SOCK, INSTALLATION	242.10	LF	\$2.00	242.10	0.00	\$0
9.09	FLTER SOCK, MAINTENANCE	242.10	LF	\$1.00	121.00	121.10	\$121
9.1	FLTER SOCK, REMOVAL	242.10	LF	\$0.50	0.00	242.10	\$121
9.11	EROSION STONE, RIP RAP, CHECK DAM, INSTALLATION	16.00	TN	\$50.00	0.00	16.00	\$800
9.12	EROSION STONE, RIP RAP, CHECK DAM, REMOVAL	16.00	TN	\$25.00	0.00	16.00	\$400
9.13	EROSION STONE, RIP RAP, CLASS E (w/ ENG. FABRIC), IN PLACE	0.00	TN	\$60.00	0.00	0.00	\$0
9.14	INLET PROTECTION DEVICE, INSTALLATION (CFD.04)	11.00	EA	\$225.00	0.00	11.00	\$2,475
9.15	INLET PROTECTION DEVICE, MAINTENANCE(CFD.04)	11.00	EA	\$50.00	0.00	11.00	\$550
9.16	INLET PROTECTION DEVICE, REMOVAL (CFD.04)	11.00	EA	\$50.00	0.00	11.00	\$550
<b>TOTAL</b>							<b>\$21,106</b>
<b>Section 11 - Miscellaneous</b>							
<b>Total Estimated Opinion of Construction Cost Remaining:</b>							<b>\$140,100</b>
<b>Total Estimated Opinion of Construction Cost Remaining +20%</b>							<b>\$168,120</b>

THE ABOVE INFORMATION WAS PREPARED TO THE BEST OF OUR KNOWLEDGE BASED ON INFORMATION PROVIDED BY THE CONTRACTORS AND WORK OBSERVED AT THE PROJECT SITE.


Project Manager

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NAME, TITLE

8/8/22

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DATE

7/12/2022	CONSTRUCTION COST SUMMARY				
Wildhorse Ridge Fifth Addition Subdivision					
Cedar Falls, IA					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT COST	EXTENSION	
<b>Division 1 - General</b>					
1.01	MOBILIZATION	1	LS	\$7,600.00	\$7,600
				<b>TOTAL</b>	\$7,600.00
<b>Section 2 - Earthwork</b>					
2.01	TOPSOIL, STRIP AND STOCKPILE	6,188	CY	\$2.00	\$12,376
2.02	EXCAVATION, CLASS 10, ROADWAY AND BORROW	9,016	CY	\$4.75	\$42,828
2.03	TOPSOIL, SPREAD	5,000	CY	\$2.00	\$10,000
2.04	TOPSOIL, WASTE	12,000	CY	\$2.00	\$24,000
2.05	SUBGRADE PREPARATION, 12"	4,406	SY	\$3.50	\$15,420
2.06	MODIFIED SUBBASE, 6 INCH	4,406	SY	\$12.00	\$52,868
				<b>TOTAL</b>	\$157,492
<b>Section 4 - Sewers and Drains</b>					
4.01	SANITARY SEWER, TRENCHED, TRUSS PVC, 12 IN. DIA.	221	LF	\$55.00	\$12,155
4.02	SANITARY SEWER, TRENCHED, TRUSS PVC, 8 IN. DIA.	0	LF	\$44.00	\$0
4.03	SANITARY SEWER SERVICE STUB, PVC, 4 IN. DIA.	777	LF	\$35.25	\$27,382
4.04	SANITARY SEWER SERVICE TAP	3	EA	\$1,500.00	\$4,500
4.05	CLEANOUT, SANITARY SEWER, PVC, 6" DIA. W/COVER CASTING	0	EA	\$735.00	\$0
4.06	STORM SEWER GRAVITY MAIN, TRENCHED, PERFORATED HDPE, 18 IN. DIA.	0	LF	\$42.00	\$0
4.06a	STORM SEWER GRAVITY MAIN, TRENCHED, PERFORATED HDPE, 15 IN. DIA.	270	LF	\$42.00	\$11,340
4.07	STORM SEWER GRAVITY MAIN, TRENCHED, PERFORATED HDPE, 24 IN. DIA.	330	LF	\$45.00	\$14,828
4.08	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 15 IN. DIA.	126	LF	\$49.00	\$6,174
4.09	STORM SEWER GRAVITY MAIN , TRENCHED, RCP, 18 IN. DIA	32	LF	\$59.00	\$1,859
4.10	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 42 IN. DIA.	0	LF	\$180.00	\$0
4.11	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 48 IN. DIA.	0	LF	\$195.00	\$0
4.12	STORM SEWER GRAVITY MAIN, (RCAP) REINFORCED CONC. ARCH PIPE, 59x36 IN	0	LF	\$220.00	\$0
4.13	PIPE APRON, GALVANIZED METAL PIPE, 24 IN. DIA.	0	EA	\$1,000.00	\$0
4.14	PIPE APRON, RCAP, REINFORCED CONC. ARCH PIPE 59x36 IN.	0	EA	\$6,000.00	\$0
4.15	APRON GUARD, PIPE APRON, GALVANIZED METAL, 24 IN. DIA.	0	EA	\$3,000.00	\$0
4.16	APRON GUARD, PIPE APRON, RCAP, REINFORCED CONC. ARCH PIPE 59x36 IN.	0	EA	\$6,000.00	\$0
4.17	REINFORCED P.C.C. APRON SECTION FOOTING (RACP) REINFORCED CONC. ARCH PIPE 59	0	EA	\$1,000.00	\$0
4.18	SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN. DIA.	2,055	LF	\$16.50	\$33,908
4.19	SUBDRAIN OUTLETS AND CONNECTIONS, TYPE (CFD.01)	10	EA	\$100.00	\$1,000
4.20	CLEANOUT, SUBDRAIN, 6 INCH, PVC	3	EA	\$1,250.00	\$3,750
4.21	SUBDRAIN SUMP TAPS, 4 IN. DIA.	441	LF	\$15.00	\$6,611
4.22	EXTERNAL SEWER DROP ON EX MH SA-02	1	LS	\$6,000.00	\$6,000
				<b>TOTAL</b>	\$129,506
<b>Section 5 - Water Main and Appurtenances</b>					
5.01	CONNECTION TO EXISTING WATER MAIN	2	EA	\$1,000.00	\$2,000
5.02	WATER, PRESSURE MAIN, TRENCHED, DIP, POLY-WRAPPED, 6 IN. DIA.	48	LF	\$34.00	\$1,618
5.03	WATER, PRESSURE MAIN, TRENCHED, DIP, POLY-WRAPPED, 8 IN. DIA.	763	LF	\$39.50	\$30,154
5.04	WATER, PRESSURE MAIN, TRENCHED, DIP, POLY-WRAPPED, 12 IN. DIA.	317	LF	\$59.00	\$18,727
5.05	WATER, SERVICE LINE, COPPER, 1 IN. DIA.	738	LF	\$31.50	\$23,256
5.06	WATER MAIN, FITTING, MJ REDUCER, 8"x6" DIA.	0	EA	\$500.00	\$0
5.07	WATER MAIN, FITTING, MJ BEND, 45 DEG. BEND, 8"	0	EA	\$500.00	\$0
5.08	WATER MAIN, FITTING, MJ BEND, 45 DEG. BEND, 12"	0	EA	\$500.00	\$0
5.09	WATER MAIN, FITTING, MJ, TEE, DIP, 12"x6" DIA.	0	EA	\$500.00	\$0
5.10	WATER MAIN, FITTING, MJ, TEE, DIP, 12"x8" DIA.	1	EA	\$300.00	\$300
5.10a	WATER MAIN, FITTING, MJ, TEE, DIP, 8"x6" DIA.	4	EA	\$300.00	\$1,200
5.11	WATER MAIN, FITTING, MJ, GATE VALVE, DIP, 8" DIA.	1	EA	\$1,700.00	\$1,700
5.12	WATER MAIN, FITTING, MJ, GATE VALVE, DIP, 12" DIA.	1	EA	\$2,400.00	\$2,400
5.13	WATER MAIN, FIRE HYDRANT ASSEMBLY	4	EA	\$5,050.00	\$20,200
5.14	WATER MAIN, FIRE HYDRANT ASSEMBLY, END OF WATERMAIN	1	EA	\$4,300.00	\$4,300
5.15	WATER MAIN, FIRE HYDRANT ASSEMBLY, REMOVE AND REINSTALL	1	EA	\$1,750.00	\$1,750
5.16	PRESSURE AND DISINFECTION TEST	1	LS	\$1,000.00	\$1,000
				<b>TOTAL</b>	\$108,606
<b>Section 6 - Structures For Sanitary and Storm Sewers</b>					
6.01	SANITARY SEWER, MANHOLE, SW-301, 48 IN. DIA.	0	EA	\$4,600.00	\$0
6.02	SANITARY SEWER, MANHOLE, MAJOR (ADJUSTMENT)	5	EA	\$1,500.00	\$7,500
6.03	STORM SEWER, INTAKE, TYPE SW-507	4	EA	\$3,800.00	\$15,200
6.04	STORM SEWER, INTAKE, TYPE SW-509	3	EA	\$3,950.00	\$11,850
6.05	STORM SEWER, INTAKE, TYPE SW-509, MODIFIED, 9' x 7'	0	EA	\$4,460.00	\$0

# Exhibit B

Item 23.

6.06	STORM SEWER, INTAKE, TYPE SW-513	1	EA	\$4,460.00	\$4,460
6.07	STORM SEWER, MANHOLE, TYPE SW-401, 48" DIA.	0	EA	\$4,460.00	\$0
6.08	STORM SEWER, MANHOLE, TYPE SW-401, 72" DIA.	0	EA	\$5,800.00	\$0
6.09	CORE DRILL, SAN. M.H., 12" I.D. PIPE, PIPE. WATER-TIGHT	1	EA	\$1,200.00	\$1,200
<b>TOTAL</b>					<b>\$40,210</b>
<b>Section 7 - Streets and Related Work</b>					
7.01	PAVEMENT, P.C.C., STANDARD OR SLIPFORM, CLASS C, CLASS 3 AGGREGATE, 7 INCH	3,952	SY	\$37.25	\$147,219
7.02	SIDEWALK, P.C.C, CLASS C, 6 INCH	61	SY	\$173.50	\$10,584
7.03	DETECTABLE WARNING	48	SF	\$3.33	\$160
7.04	TEMPORARY TURNAROUND, MODIFIED, 4"	0	TN	\$25.00	\$0
7.05	TEMPORARY TURNAROUND, MACADAM, 8"	0	TN	\$25.00	\$0
<b>TOTAL</b>					<b>\$157,963</b>
<b>Section 8 - Traffic Control</b>					
8.01	TEMPORARY TRAFFIC CONTROL	0	LS	\$10,000.00	\$0
8.02	TRAFFIC SIGNAGE	21	SF	\$24.00	\$497
8.03	TRAFFIC SIGNAGE POSTS	14	LF	\$25.00	\$350
<b>TOTAL</b>					<b>\$847</b>
<b>Section 9 - Site Work and Landscaping</b>					
9.01	SEEDING, FERTILIZING, AND MULCHING	7.31	AC	\$2,000.00	\$14,620
9.02	COMPOST BLANKET, INSTALLATION	0	SF		\$0
9.03	COMPOST BLANKET, MAINTENANCE	0	SF		\$0
9.04	COMPOST BLANKET, REMOVAL	0	SF		\$0
9.05	SILT FENCE, INSTALLATION	2,513	LF	\$6.00	\$15,075
9.06	SILT FENCE, MAINTENANCE	2,513	LF	\$6.00	\$15,075
9.07	SILT FENCE, REMOVAL	2,513	LF	\$6.00	\$15,075
9.08	FLTER SOCK, INSTALLATION	242	LF	\$0.75	\$182
9.09	FLTER SOCK, MAINTENANCE	242	LF	\$0.75	\$182
9.1	FLTER SOCK, REMOVAL	242	LF	\$0.75	\$182
9.11	EROSION STONE, RIP RAP, CHECK DAM, INSTALLATION	16	TN	\$100.00	\$1,600
9.12	EROSION STONE, RIP RAP, CHECK DAM, REMOVAL	16	TN	\$100.00	\$1,600
9.13	EROSION STONE, RIP RAP, CLASS E (w/ ENG. FABRIC), IN PLACE	0	TN	\$125.00	\$0
9.14	INLET PROTECTION DEVICE, INSTALLATION (CFD.04)	11	EA	\$225.00	\$2,475
9.15	INLET PROTECTION DEVICE, MAINTENANCE(CFD.04)	11	EA	\$225.00	\$2,475
9.16	INLET PROTECTION DEVICE, REMOVAL (CFD.04)	11	EA	\$225.00	\$2,475
<b>TOTAL</b>					<b>\$71,015</b>
<b>Section 11 - Miscellaneous</b>					
<b>Total Estimated Opinion of Construction Cost:</b>					<b>\$673,238</b>

THE ABOVE INFORMATION WAS PREPARED TO THE BEST OF OUR KNOWLEDGE BASED ON INFORMATION PROVIDED BY THE CONTRACTORS AND WORK OBSERVED AT THE PROJECT SITE.


Project Manager

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NAME, TITLE

8/8/22

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DATE

SURETY BOND NO. IAC593295

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL BY THESE PRESENTS:

That we, Midwest Development Company, as Principal (hereinafter the "Principal") and Merchants Bonding Company (Mutual), as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the amount of one hundred sixty-eight thousand one hundred twenty dollars (\$ 168,120), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

WHEREAS, the Principal proposes to develop a subdivision named Wild Horse Ridge Fifth Addition in the City of Cedar Falls, Iowa (the "Plat") on a parcel of land and has submitted a final plat which has not yet been approved; and

WHEREAS, the Principal desires to obtain final plat approval and to initiate work to install the required public improvements within the Plat; and

WHEREAS, the City's Subdivision Ordinance requires that all necessary public improvements shall be installed and accepted before the final plat of any subdivided area shall be approved and recorded, or that in lieu of final completion of the required public improvements and before the final plat is finally approved, the subdivider shall enter into a Contract for Completion of Improvements (hereinafter the "Contract") with the City to ensure the completion within a specific time frame of all the required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

- Earthwork, Sewers and Drains, Water Main and Appurtenances, Structures for Sanitary and Storm Sewers, streets and Related Work, Traffic Control, Site Work and Landscaping.

and

Whereas, the performance of the Contract is secured by the filing of this Performance and Payment Bond in the name of the Principal; and

Whereas, the Principal represents that it will construct and install all required improvements in accordance with the design standards established for such improvements by the City and Cedar Falls Utilities as shown on the approved construction plans for the Project;

The conditions of the above obligations are such that whereas the Principal of the land being platted has entered into the Contract with the City to ensure the completion of the improvements within a specific time;

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. **PERFORMANCE:** The Principal shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of the Contract and all approved construction plans for all required public infrastructure improvements which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities (hereinafter collectively, the "Contract Documents"), by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the City from all outlay and expense incurred by the City by reason of the Principal's default or failure to perform as required.

## (CON'T – PERFORMANCE AND PAYMENT BOND)

The Principal shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Principal and the Surety on this Bond hereby agree to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Principal or any subcontractor.

Principal's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the City at the time such work was accepted.

3. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Principal in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed.

The Principal and every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.

(CON'T – PERFORMANCE AND PAYMENT BOND)

In the event the City incurs any “outlay and expense” in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the Contract, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety’s obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans now on file in the City Engineer’s office and the Contract, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the Contract; second, if not defined in the Bond and the Contract, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract is hereby made a part of this Bond.

(CON'T -- PERFORMANCE AND PAYMENT BOND)

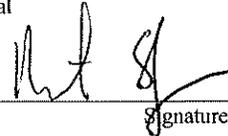
Project No. \_\_\_\_\_

Witness our hands, in triplicate, this 8 day of August, 2022.

**PRINCIPAL:**

**Hunter Skogman**

Principal

By:  Signature

President Land Acquisition and Development

Title

**SURETY:**

**Merchants Bonding Company**

Surety Company

By: \_\_\_\_\_  
Signature Attorney-in-Fact

**Chad Smeby**

Printed Name of Attorney-in-Fact

**Merchants Bonding Company**

Surety Company Name

**6700 Westown Parkway**

Surety Company Address

**West Des Moines, IA 50266-7754**

City, State, Zip Code

**800-678-8171**

Surety Company Telephone Number

**NOTE:**

1. All signatures on this performance and payment bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

01278948-1\10283-000

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Item 23.

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Chad Smeby**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of August, 2022.

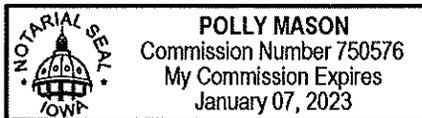


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of August, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of August, 2022.



*William Warner Jr.*  
Secretary

SURETY BOND NO. IAC593294MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Midwest Development Company, as Principal (hereinafter the "Principal") and Merchants Bonding Company (Mutual), as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the amount of six hundred seventy-three thousand two hundred sixty-eight dollars ( \$673,268.00 ), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City engineer this maintenance bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the      day of                     ,             ; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Earthwork, Sewers and Drains, Water Main and Appurtenances, Structures for Sanitary and Storm Sewers, Streets and Related Work, Traffic Control, Site Work and Landscaping

Now therefore, it is expressly understood and agreed by the Principal and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. MAINTENANCE: The Principal and Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, by reason of defects in workmanship or materials used in construction of said work;
  - B. To keep all work in continuous good repair; and
  - C. To pay the City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
  - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the city engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the city engineer for a new three-year period from the date of repair for that portion of the public

improvements involved in the structural failure and repair

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section I-D.
- B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
- C. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
- D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

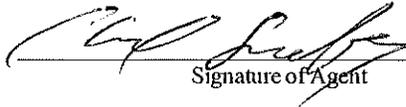
When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the approved construction plans; second, if not defined in the Bond and the approved construction plans, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it

shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The approved construction plans are hereby made a part of this bond.

Witness our hands, in triplicate, this 8th day of August, 2022.

Countersigned By:

  
Signature of Agent

Chad Smeby  
Printed Name of Agent

Skogman Insurance  
Company Name

1110 Dina CT STE B  
Company Address

Hiawatha, IA 52233  
City, State, Zip Code

319-366-6288  
Company Telephone Number

PRINCIPAL:

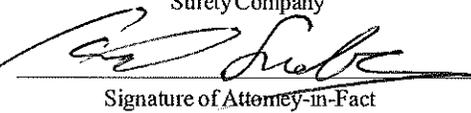
Midwest Development Company  
Principal

By:   
Signature

Hunter Skogman President Land Acquisition ar  
Title

SURETY:

Merchants Bonding Company (Mutual)  
Surety Company

By:   
Signature of Attorney-in-Fact

Chad Smeby  
Printed Name of Attorney-in-Fact

Merchants Bonding Company (Mutual)  
Company Name

P.O. Box 14498  
Company Address

Des Moines IA 50306-3498  
City, State, Zip Code

(800) 678-8171  
Company Telephone Number

**NOTE:**

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Item 23.

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Chad Smeby**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

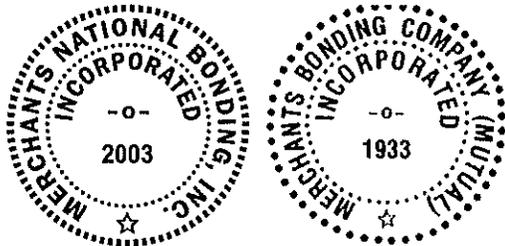
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of August, 2022.

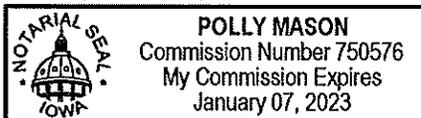


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of August, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



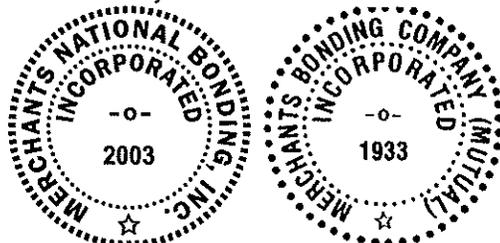
*Polly Mason*

Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of August, 2022.



*William Warner Jr.*  
Secretary



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8606  
 Fax: 319-273-8610  
 www.cedarfalls.com

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Michelle Pezley, Planner III  
 Matthew Tolan, EI, Civil Engineer II  
**DATE:** August 5, 2022  
**SUBJECT:** FP22-001 Wild Horse Fifth Addition Final Plat

**REQUEST:** Request to approve the Wild Horse Fifth Final Plat. Case #FP22-001

**PETITIONER:** Midwest Development Co., Owner; CGA Engineering, Engineer

**LOCATION:** The property is located south of W. 12st Street and west of Union Road

#### PROPOSAL

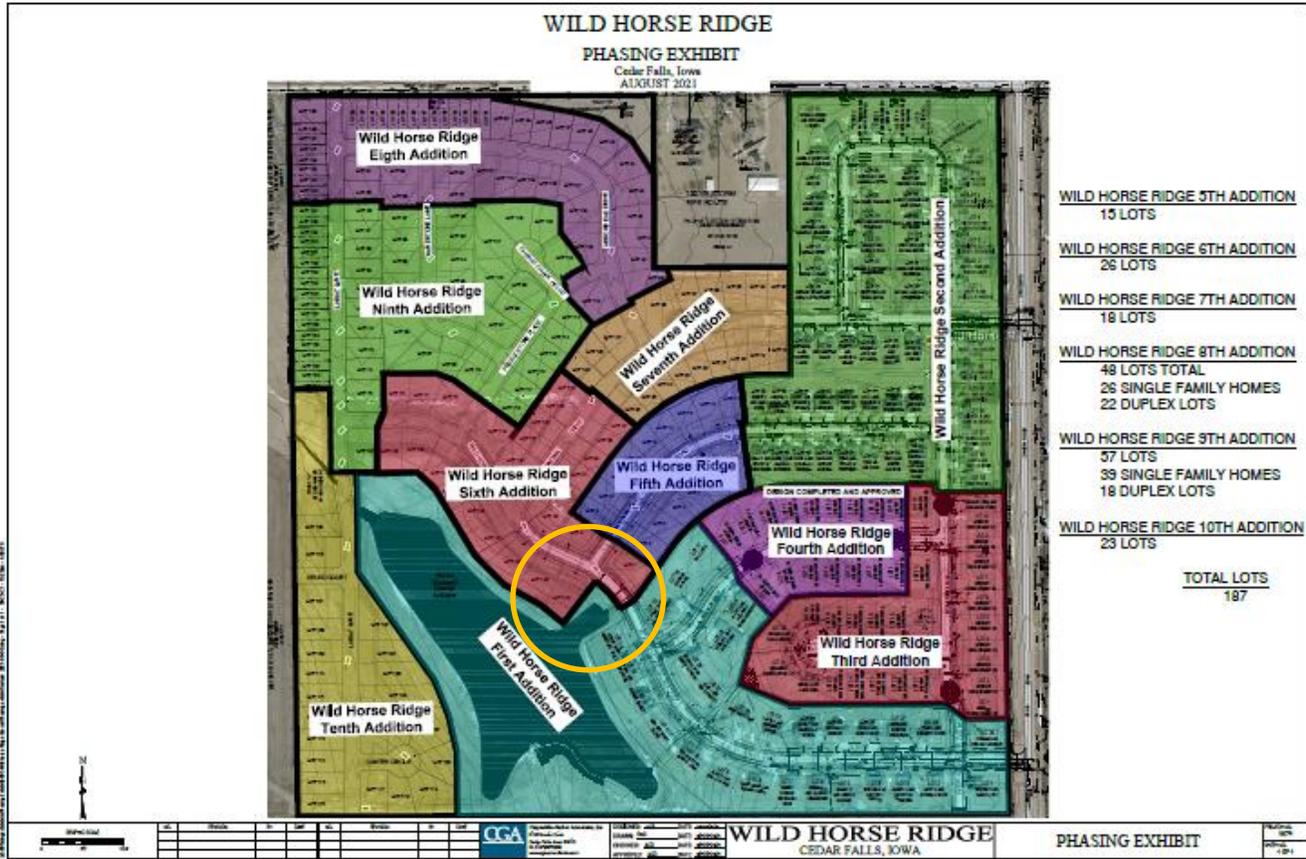
The petitioner owns a 29.9-acre parcel that is south of W. 12 Street, west of Union Road, and with access from Granite Ridge Road. The petitioner proposes to subdivide 8.13 acres of the 29.9 acres into 19 lots.

#### BACKGROUND

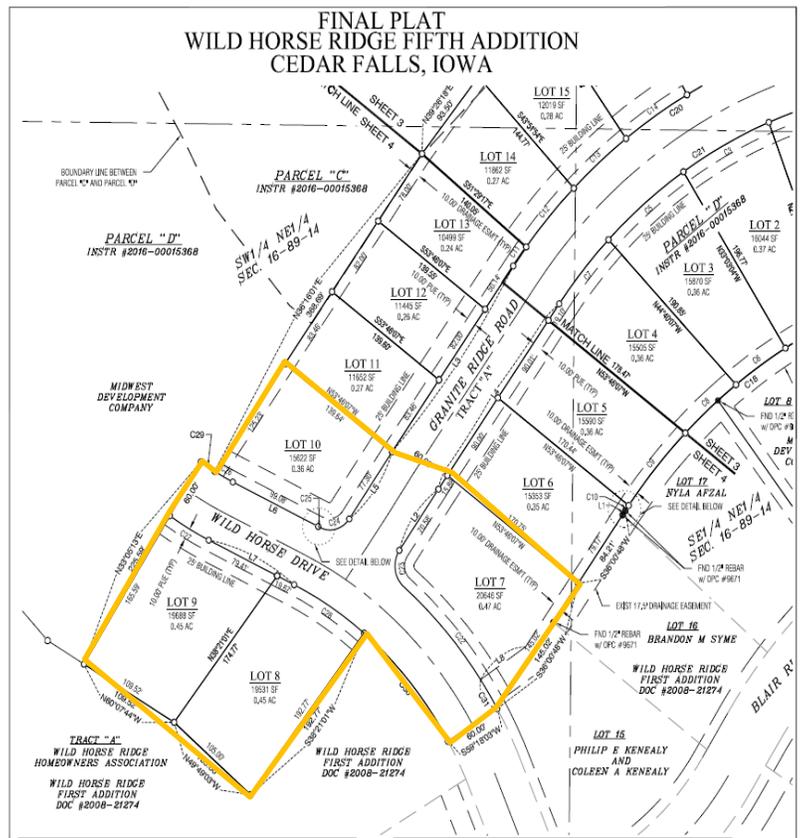
The City rezoned the entire 148-acre property from A-1, Agriculture to RP, Planned Residential for a maximum of 353 dwelling units in 2005. A Preliminary Plat for this area, called "Copperstone" was approved in July 2005. This plat covered the entire 148-acre property and proposed the establishment of 242 building lots with 353 units. The Final Plat for the Wild Horse Ridge First Addition was approved in September 2007. After several alterations to the preliminary plat, in 2021, City approved the latest alteration to the Preliminary Plat of Wild Horse Ridge, which increased the density of the development from 2.43 to 2.72 units per acre for fifth – tenth additions by adding 40 duplex lots. The duplex lots are proposed to be within Eighth and Ninth additions.

#### ANALYSIS

The petitioner, Midwest Development Co., proposes the final plat of the Fifth Addition, comprised of 8.13 acres of land within the middle of the subdivision, which includes connecting Wild Horse Drive to Granite Ridge Road. The property is zoned RP Planned Residential. The RP zoning district permits a variety of residential uses from single-family to multi-family dwellings based on a master plan approved at the time of rezoning, which in this case was revised and approved in May of 2021. The Fifth Addition consists of 19 residential lots, all intended for single-family residences.



As originally proposed, the petitioner planned to have the Fifth Addition as 15 lots that did not include the connection between Wild Horse Drive and Granite Ridge Road (highlighted in yellow above). Engineering Division and the Public Safety Department encouraged the connection between Wild Horse Drive and Granite Ridge Road to increase the connectivity of the existing subdivision and eliminate a dead end on Granite Ridge Road. The preliminary plat was approved prior to the new code requirements of addressing critical infrastructure through a phasing plan. Planning Staff has no objections to the additional 4 lots (highlighted in yellow on the right) and adding the intersection of Wild Horse Drive and Granite Ridge Road. The petitioner will connect to the existing stormwater detention. The City's maintenance and repair agreement with the owner/developer will address maintenance responsibilities for the stormwater



management facilities in the subdivision to ensure proper functioning over time. The setbacks shown on the face of the plat are consistent with the proposed setbacks from the approved Master Plat and Preliminary subdivision.

The City Code states that the final plat must be in substantial conformance with the preliminary plat. The proposed change does not change the density, lot size, or configuration of the lots. The proposed change increases safety and connection within the subdivision. Therefore, staff finds that the proposed final plat is conforming with the preliminary plat and associated conditions. The petitioner has met that criterion and the associated conditions.

### TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas, and communication services are available to the site. The developer extended the utility services to the proposed development. The easements identified on the plat satisfy Public Works and CFU requirements.

Cluster mailboxes will be sized and placed in the ROW according to USPS standards. All cluster mailboxes will be located on lower volume streets and situated to prevent undue traffic congestion according to the direction from the City Engineer's office.

The submitted Deed of Dedication for this final plat is consistent with the previously approved Deeds of Dedication from the previous additions and has addressed all the necessary requirements.

All the utilities and internal road connections within the proposed subdivision will be dedicated to the public. The installed internal infrastructure is able to serve the platted lots with access to public streets and right-of-way. The installed utilities are available for development for the platted lots. The petitioner's engineer has submitted a stormwater management plan to the City and it has been reviewed by the City Engineer. The City Engineer has determined that the plan meets the City's subdivision requirements. The Engineering Division is awaiting either final completion of public improvements or establish a 'Contract for Completion' with the Developer before all documents required would be submitted for the public improvements and proceeding with Council Approval.

City Code requires that sidewalks be installed along all streets within the subdivision. The petitioner has confirmed that sidewalks, built to City standards, will be constructed along the frontage of all lots at the time of lot development, as per City requirements.

The property is located outside of the regulated floodplain.

A courtesy mailing was sent to the neighboring property owners on April 5, 2022.

### RECOMMENDATION

City staff has reviewed the final plat for Wild Horse Ridge Fifth Addition (FP22-001) and recommends approval with the following stipulations:

- 1) Any comments or direction specified by the Planning & Zoning Commission.
- 2) Conformance to all city staff recommendations and technical requirements.

## PLANNING AND ZONING

Discussion  
4/13/22

The next item for consideration by the Commission was the Wild Horse Ridge Fifth Addition Final Plat. Chair Leeper introduced the item and Mr. Weintraut provided background information. He explained that the property is located south of West 12th Street and west of Union Road. The petitioner proposes to subdivide 8.13 acres of the 29 acres into 19 lots. Mr. Weintraut discussed the rezonings and plats over the years and changes that were made and went over the technical comments regarding the final plat. At this time the recommendation from staff is to gather any comments from the Planning and Zoning Commission and public and continue the discussion at the next Planning and Zoning meeting on April 27.

Mr. Larson asked if there was a reason why the item could not be approved at this time. Mr. Weintraut stated that it gives the public a chance to make comments. The item was continued to the next meeting.

Planning  
and Zoning  
Commission  
decision  
5/11/22

The Commission then considered the final plat for Wild Horse Ridge Fifth Addition. Chair Leeper introduced the item and Ms. Pezley provided background information. She explained that this item was brought before the Commission at a previous meeting and provided brief background on the proposal. Staff recommends approval of the plat with any comments or direction from the Planning and Zoning Commission and conformance to all staff recommendations and technical comments.

Mr. Holst made a motion to approve the item. Mr. Larson seconded the motion. The motion was approved unanimously with 7 ayes (Crisman, Grybovych, Holst, Larson, Leeper, Lynch, and Saul), and 0 nays.

### Attachments:

Wild Horse Ridge Fifth Addition Final Plat

Location Map

Deed of Dedication

Black Hawk County Auditor Approval of Subdivision Name



# FINAL PLAT

## WILD HORSE RIDGE FIFTH ADDITION

### CEDAR FALLS, BLACK HAWK COUNTY, IOWA

### JANUARY 2022

**SURVEYOR AND ENGINEER**

TRAVIS R STEWART, P.L.S.  
 ADAM DATERS, P.E.  
 CLAPSADDLE-GARBER ASSOCIATES  
 5106 NORDIC DRIVE  
 CEDAR FALLS, IOWA 50613  
 PHONE 319-266-0258

**ZONING INFORMATION:**

RP (UNLESS NOTED OTHERWISE)

**TYPICAL BUILDING SETBACKS**

FRONT YARD = 25 FT  
 REAR YARD = 30 FT  
 SIDE YARD = 5 FT

**SURVEY REQUESTED BY:**

MIDWEST DEVELOPMENT CO.  
 411 FIRST AVENUE SE  
 CEDAR RAPIDS, IOWA

**CLOSURE:**

- ALL SUBDIVISION BOUNDARIES ARE WITHIN THE 1:10,000 ERROR OF CLOSURE REQUIREMENT
- ALL LOTS ARE WITHIN THE 1:5000 ERROR OF CLOSURE REQUIREMENT.

**TRACT SUMMARY:**

TRACT A - ROAD RIGHT-OF-WAY

**SHEET INDEX**

SHEET 1	TITLE SHEET
SHEET 2	OVERALL LAYOUT
SHEET 3	FINAL PLAT
SHEET 4	FINAL PLAT

**OWNERS OF RECORD**

MIDWEST DEVELOPMENT CO.  
 411 FIRST AVENUE SE  
 CEDAR RAPIDS, IOWA

**FLOOD ZONE**

(ZONE X)  
 PANEL #19013C0145F  
 AND  
 PANEL #19013C0163F  
 EFFECTIVE DATE: JULY 18, 2011

**PREPARED DATE:**

JANUARY 10, 2022

**BENCH MARK**

ELEV = 975.45  
 AERIAL SERVICE GPS CONTROL MONUMENT #93 ON THE WEST SIDE OF UNION ROAD, APPROX 277 FEET NORTH OF WILD HORSE DRIVE & UNION ROAD INTERSECTION.

**NOTE:**

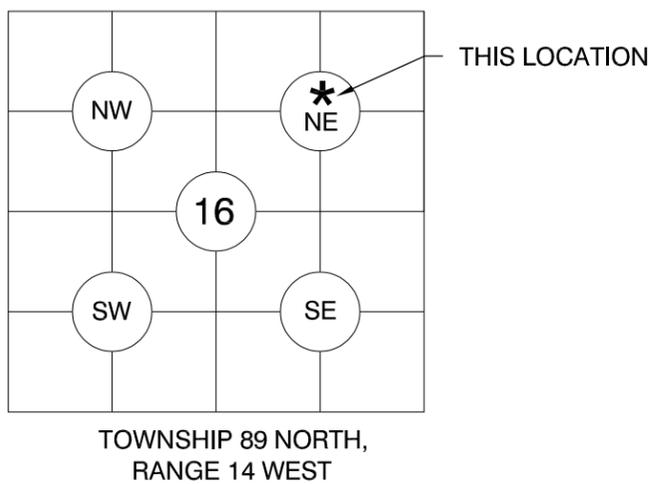
BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN BEARING NORTH 00°00'09" WEST

**AREA:**

8.13 ACRES

**MAILBOX NOTES:**

ALL MAILBOXES SHALL MEET USPS STANDARDS. CONTRACTOR SHALL COORDINATE WITH CITY OF CEDAR FALLS PRIOR TO INSTALLATION.



**LOT TABLE**

LOT	ACRES	SQ FT
1	0.45	19,486
2	0.37	16,044
3	0.36	15,870
4	0.36	15,505
5	0.36	15,590
6	0.35	15,353
7	0.47	20,646
8	0.45	19,531
9	0.45	19,688
10	0.36	15,622
11	0.27	11,652
12	0.26	11,445
13	0.24	10,499
14	0.27	11,862
15	0.28	12,019
16	0.31	13,352
17	0.31	13,564
18	0.34	14,685
19	0.33	14,264
<b>TRACT "A"</b>	<b>1.54</b>	<b>67,299</b>

	(GROSS-ACRES)	(EASE-ACRES)	(NET-ACRES)
NE1/4 NE1/4 SEC 16-89-14	1.65 AC	0.29 AC	1.36 AC
NW1/4 NE1/4 SEC 16-89-14	0.25 AC	0.00 AC	0.25 AC
SE1/4 NE1/4 SEC 16-89-14	2.00 AC	0.21 AC	1.79 AC
SW1/4 NE1/4 SEC 16-89-14	4.23 AC	1.05 AC	3.18 AC
<b>TOTAL</b>	<b>8.13 AC</b>	<b>1.55 AC</b>	<b>6.58 AC</b>

**LEGEND:**

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- ( ) RECORDED AS

**FINAL PLAT  
WILD HORSE RIDGE  
FIFTH ADDITION**



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

*Travis R. Stewart* 7-20-2022  
 Travis R. Stewart, PLS date  
 Iowa License Number 17162

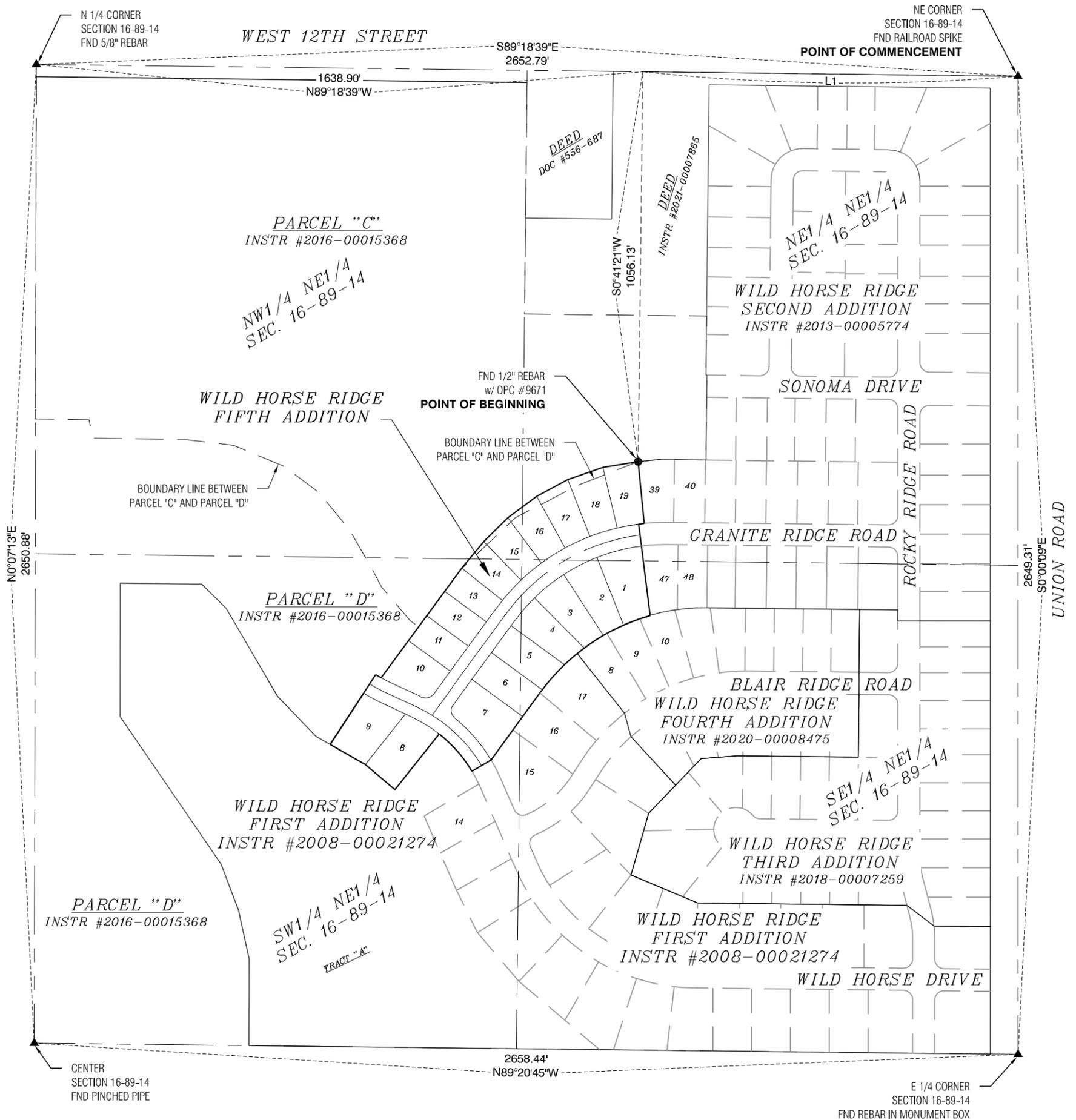
My License Renewal Date is December 31, 2023  
 Pages or sheets covered by this seal: \_\_\_\_\_  
 SHEETS 1 OF 4, 2 OF 4, 3 OF 4 AND 4 OF 4



Clapsaddle-Garber Associates, Inc  
 16 East Main Street  
 Marshalltown, Iowa 50158  
 Ph 641-752-6701  
 www.cgaconsultants.com

DRAWN CAQ	SHEET NO. 1 OF 4
DATE 3-5-2022	PROJECT NO. 5805.05

# FINAL PLAT WILD HORSE RIDGE FIFTH ADDITION CEDAR FALLS, IOWA

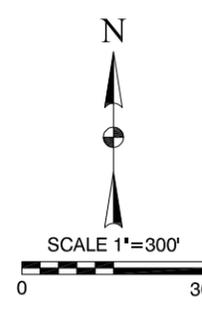


**DESCRIPTION**

A CERTAIN PARCEL OF LAND LOCATED IN PART OF PARCEL "C" AND IN PART OF PARCEL "D" OF A PLAT OF SURVEY FILED ON DOCUMENT NO. 2016-00015368 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY AND BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 ALL IN SECTION 16, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER SECTION 16, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M.; THENCE, N89°18'39"W 1013.89' ALONG THE NORTH LINE OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE, S0°41'21"W 1056.13' TO THE NORTHWESTERLY CORNER OF LOT 39 OF WILD HORSE RIDGE SECOND ADDITION, RECORDED ON DOCUMENT NO. 2013-00005774 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY AND SAID POINT BEING THE POINT OF BEGINNING; THENCE, S5°37'33"E 168.00' ALONG A WEST LINE OF SAID LOT 39 TO THE SOUTHWESTERLY CORNER OF SAID LOT 39, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF GRANITE RIDGE ROAD; THENCE, SOUTHWESTERLY 15.09' ALONG A 560.00' RADIUS CURVE, CONCAVE SOUTHEASTERLY HAVING A CHORD BEARING OF S83°36'08"W AND A CHORD DISTANCE OF 15.09' ALONG SAID NORTH RIGHT OF WAY LINE OF GRANITE RIDGE ROAD TO A WESTERLY CORNER OF SAID WILD HORSE RIDGE SECOND ADDITION; THENCE, S7°10'12"E 249.67' ALONG A WESTERLY LINE OF SAID WILD HORSE RIDGE SECOND ADDITION TO THE SOUTHWESTERLY CORNER OF LOT 47 OF SAID WILD HORSE RIDGE SECOND ADDITION, SAID POINT ALSO BEING ON A NORTHERLY LINE OF WILD HORSE RIDGE FOURTH ADDITION RECORDED ON INSTRUMENT NO. 2020-00008475 IN THE OFFICE OF THE RECORDER BLACK HAWK COUNTY; THENCE, SOUTHWESTERLY 371.49' ALONG A 550.00' RADIUS CURVE, CONCAVE SOUTHEASTERLY HAVING A CHORD BEARING S54°50'18"W AND A CHORD DISTANCE OF 364.47' ALONG THE NORTHERLY LINE OF SAID WILD HORSE RIDGE FOURTH ADDITION AND NORTHERLY LINE OF WILD HORSE RIDGE FIRST ADDITION, RECORDED ON INSTRUMENT NO. 2008-00021274 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY; THENCE, S36°00'48"W 84.21' ALONG A NORTHWESTERLY LINE OF SAID WILD HORSE RIDGE FIRST ADDITION; THENCE, S36°00'48"W 145.02' ALONG WESTERLY LINE OF SAID WILD HORSE RIDGE FIRST ADDITION TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF WILD HORSE DRIVE; THENCE, S59°18'03"W 60.00' ALONG A WESTERLY LINE OF SAID WILD HORSE RIDGE FIRST ADDITION TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF WILD HORSE DRIVE; THENCE, NORTHWESTERLY 135.29' ALONG THE ARC OF A 370.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF N41°10'28"W AND A CHORD DISTANCE OF 134.54' ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE; THENCE, S38°21'01"W 192.77' ALONG A WESTERLY LINE OF SAID WILD HORSE RIDGE FIRST ADDITION; THENCE, N49°49'03"W 105.00' ALONG A NORTHERLY LINE OF SAID WILD HORSE RIDGE FIRST ADDITION; THENCE, N60°07'44"W 109.52' ALONG A NORTHERLY LINE OF SAID WILD HORSE RIDGE FIRST ADDITION; THENCE, N33°05'13"E 225.59' TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WILD HORSE DRIVE; THENCE, SOUTHEASTERLY 16.95' ALONG A 270.00' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S58°42'40"E AND A CHORD DISTANCE OF 16.94' ALONG SAID NORTHERLY RIGHT OF WAY LINE; THENCE, N36°16'01"E 368.69'; THENCE, N39°26'18"E 93.50'; THENCE, N45°25'18"E 91.41'; THENCE, N53°11'55"E 97.37'; THENCE, N61°39'21"E 95.21'; THENCE, N70°48'25"E 100.44'; THENCE, N80°39'55"E 96.56' TO THE POINT OF BEGINNING, CONTAINING 8.13 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	N89°18'39"W	1013.89'



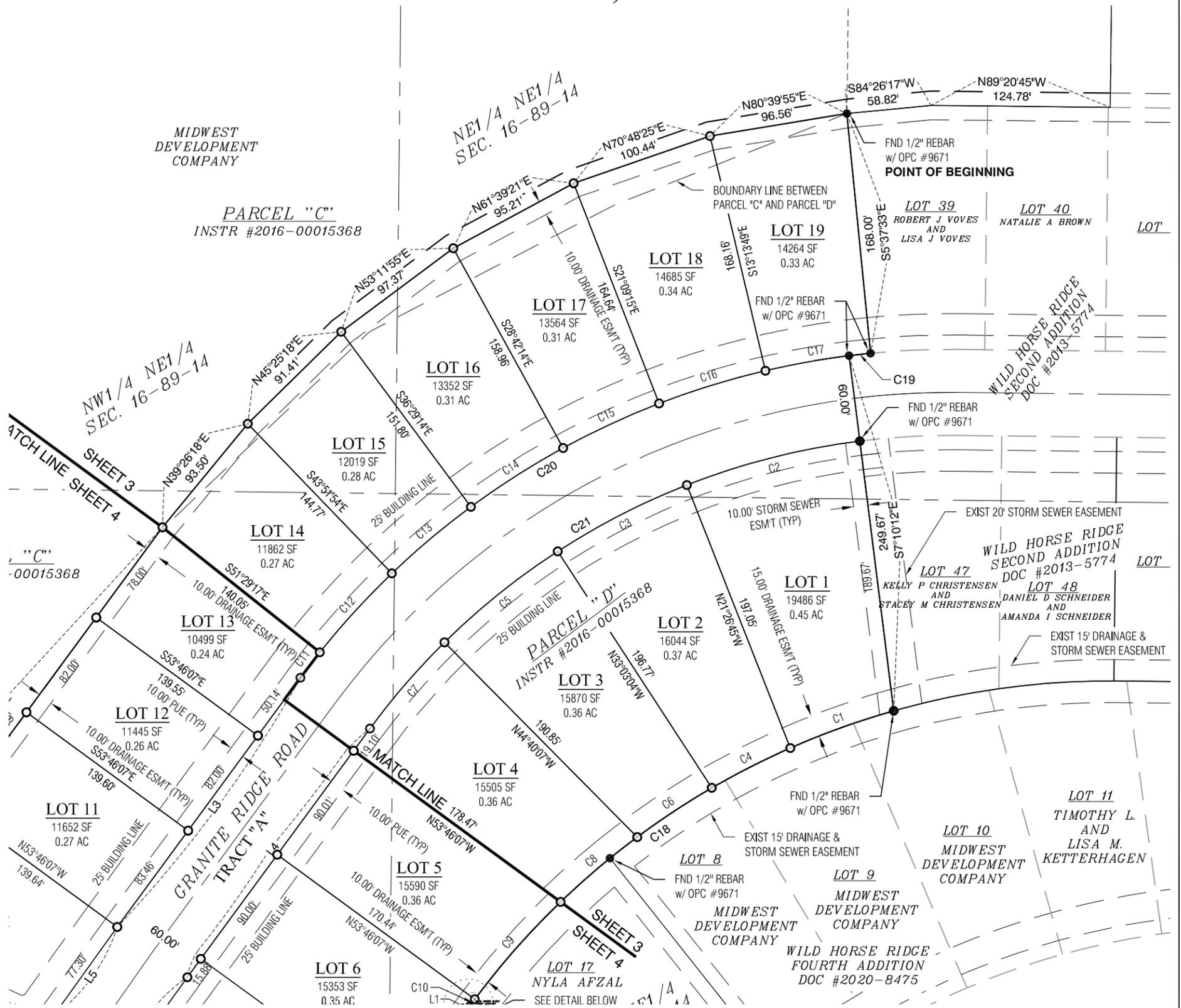


**CGA**

Clapsaddle-Garber Associates, Inc  
16 East Main Street  
Marshalltown, Iowa 50158  
Ph 641-752-6701  
www.cgaconsultants.com

DRAWN CAQ	SHEET NO. 2 OF 4
DATE 3-5-2022	PROJECT NO. 5805.05

# FINAL PLAT WILD HORSE RIDGE FIFTH ADDITION CEDAR FALLS, IOWA



**Curve Table**

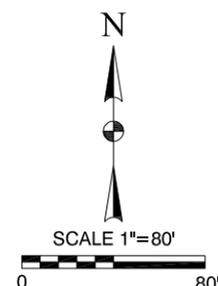
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	76.62'	550.00'	7°58'54"	S70°11'50"W	76.56'
C2	124.58'	500.00'	14°16'33"	S75°41'31"W	124.26'
C3	101.27'	500.00'	11°36'18"	S62°45'06"W	101.10'
C4	61.32'	550.00'	6°23'15"	S63°00'45"W	61.29'
C5	101.38'	500.00'	11°37'04"	S51°08'24"W	101.21'
C6	62.29'	550.00'	6°29'21"	S56°34'26"W	62.26'
C7	79.41'	500.00'	9°06'00"	S40°46'53"W	79.33'
C8	69.96'	550.00'	7°17'18"	S49°41'07"W	69.92'
C9	90.47'	550.00'	9°25'28"	S41°19'44"W	90.37'
C10	5.79'	550.00'	0°36'11"	S36°18'54"W	5.79'
C11	22.29'	560.00'	2°16'50"	S37°22'18"W	22.29'
C12	74.51'	560.00'	7°37'23"	S42°19'24"W	74.45'
C13	72.11'	560.00'	7°22'40"	S49°49'26"W	72.06'
C14	76.07'	560.00'	7°47'00"	S57°24'16"W	76.01'
C15	73.79'	560.00'	7°32'59"	S65°04'16"W	73.74'
C16	77.45'	560.00'	7°55'26"	S72°48'28"W	77.38'
C17	74.32'	560.00'	7°36'16"	S80°34'19"W	74.27'

**Curve Table**

CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C18	371.49'	550.00'	38°41'59"	S54°50'18"W	364.47'
C19	15.09'	560.00'	1°32'39"	S83°36'08"W	15.09'
C20	455.45'	560.00'	46°35'55"	S59°31'51"W	443.00'
C21	406.65'	500.00'	46°35'55"	S59°31'51"W	395.53'
C22	151.49'	430.00'	20°11'07"	N40°47'30"W	150.71'
C23	37.76'	25.00'	86°32'16"	S7°36'56"E	34.27'
C24	34.71'	25.00'	79°32'58"	N75°25'46"E	31.99'
C25	1.99'	430.00'	0°15'53"	N64°55'42"W	1.99'
C26	21.45'	270.00'	4°33'05"	S62°47'06"E	21.44'
C27	46.93'	330.00'	8°08'51"	S60°59'13"E	46.89'
C28	86.60'	370.00'	13°24'39"	N58°21'19"W	86.41'
C29	16.95'	270.00'	3°35'46"	S58°42'40"E	16.94'
C30	135.29'	370.00'	20°57'03"	N41°10'28"W	134.54'
C31	33.80'	430.00'	4°30'13"	N32°45'03"W	33.79'

**LINE DATA**

LINE NUMBER	BEARING	DISTANCE
L1	S36°00'48"W	5.04'
L2	S35°38'55"W	70.58'
L3	N36°13'57"E	215.60'
L4	N36°14'03"E	214.99'
L5	S35°38'56"W	77.30'
L6	N65°03'38"W	99.08'
L7	S65°03'38"E	99.08'
L8	N57°01'16"E	56.12'



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DRAWN CAQ	SHEET NO. 3 OF 4
DATE 3-5-2022	PROJECT NO. 5805.05



## CERTIFICATE OF SURVEY

I, Travis R. Stewart, a duly Licensed Land Surveyor in the State of Iowa, do hereby certify that I have made a survey of property to be known as:

"WILD HORSE RIDGE FIFTH ADDITION"  
Section 16-T89N-R14W  
Cedar Falls. Black Hawk County, Iowa

SAID PROPERTY IS LEGALLY DESCRIBED AS:

A CERTAIN PARCEL OF LAND LOCATED IN PART OF PARCEL "C" AND IN PART OF PARCEL "D" OF A PLAT OF SURVEY FILED ON DOCUMENT NO. 2016-00015368 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY AND BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 ALL IN SECTION 16, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER SECTION 16, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M.; THENCE, N89°18'39"W 1013.89' ALONG THE NORTH LINE OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE, S0°41'21"W 1056.13' TO THE NORTHWESTERLY CORNER OF LOT 39 OF WILD HORSE RIDGE SECOND ADDITION, RECORDED ON DOCUMENT NO. 2013-00005774 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY AND SAID POINT BEING THE POINT OF BEGINNING; THENCE, S5°37'33"E 168.00' ALONG A WEST LINE OF SAID LOT 39 TO THE SOUTHWESTERLY CORNER OF SAID LOT 39, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF GRANITE RIDGE ROAD; THENCE, SOUTHWESTERLY 15.09' ALONG A 560.00' RADIUS CURVE, CONCAVE SOUTHEASTERLY HAVING A CHORD BEARING OF S83°36'08"W AND A CHORD DISTANCE OF 15.09' ALONG SAID NORTH RIGHT OF WAY LINE OF GRANITE RIDGE ROAD TO A WESTERLY CORNER OF SAID WILD HORSE RIDGE SECOND ADDITION; THENCE, S7°10'12"E 249.67' ALONG A WESTERLY LINE OF SAID WILD HORSE RIDGE SECOND ADDITION TO THE SOUTHWESTERLY CORNER OF LOT 47 OF SAID WILD HORSE RIDGE SECOND ADDITION, SAID POINT ALSO BEING ON A NORTHERLY LINE OF WILD HORSE RIDGE FOURTH ADDITION RECORDED ON INSTRUMENT NO. 2020-00008475 IN THE OFFICE OF THE RECORDER BLACK HAWK COUNTY; THENCE, SOUTHWESTERLY 371.49' ALONG A 550.00' RADIUS CURVE, CONCAVE SOUTHEASTERLY HAVING A CHORD BEARING S54°50'18"W AND A CHORD DISTANCE OF 364.47' ALONG THE NORTHERLY LINE OF SAID WILD HORSE RIDGE FOURTH ADDITION AND



Prepared by: Richard R. Morris, 620 Lafayette Street, Ste. 300, PO Box 178, Waterloo, IA 50704 (319) 234-1766

DEED OF DEDICATION  
OF  
WILD HORSE RIDGE FIFTH ADDITION,  
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That Midwest Development Co., an Iowa corporation, with its principal office in Cedar Rapids, Iowa, being desirous of setting out and platting into lots and streets the land described in the attached Certificate of Survey by Marc Hoodjer, a licensed land surveyor, dated the 10th day of January 2022, do by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa, the same to be known as:

WILD HORSE RIDGE FIFTH ADDITION,  
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA,

all of which is with the free consent and the desire of the undersigned and the undersigned do hereby designate and set apart for public use the streets and avenues as shown upon the attached plat.

EASEMENTS

The undersigned do hereby grant and convey to the City of Cedar Falls, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, storm sewer, drain tile, surface drainage, gas, electricity, communication service or cable television, perpetual easements for the erection, laying, building, construction, reconstruction and maintenance of said services over, across, on and/or under the property as shown on the attached plat.

A drainage and stormwater easement is shared with the lots of Wild Horse Ridge Fourth Addition to the City of Cedar Falls, Black Hawk County, Iowa with the area north of Lots 15, 16, 17 and 18 and to the north and west of Lots 19 and 20 of Wild Horse Ridge Third Addition in the City of Cedar Falls, Black Hawk County, Iowa.

## RESTRICTIONS

Be it also known that the undersigned do hereby covenant and agree for themselves and their successors and assigns that each and all of the residential lots in said subdivision be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or their successors in interest may hereinafter make for any of said lots and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

1. Any dwelling that shall be erected on any lot shall have a minimum setback from the front of the lot line of 25 feet as indicated on the plat. No building shall be erected nearer to an interior sideline than 5 feet of the owner's lot width, provided however, that corner lots within the addition require a 25 foot setback from each street bordering said lot.

2. Although lots in said Addition may be split or divided in any fashion to provide for more lot area when added to an adjoining lot, no dwelling shall be built or maintained on any partial lot unless said partial lot is combined with an adjoining lot or partial lot so that the resulting lot has no less frontage than the smallest lot as indicated on the plat. The side yard setbacks set forth in paragraph 1. above shall be based on ownership property lines rather than platted lot lines.

3. No buildings or structure not attached to the original structure shall be constructed upon any lot or combination of lots in this subdivision, with the exception of a gazebo which has been approved in accordance with Paragraph 21 hereof. Sheds may be permitted but only if size, design, and materials are approved in writing by the developer. After completion of all houses in the plat, approval for a shed not previously approved by the developer shall be approved by the Association.

4. No trailer, basement, tent, shack, garage or barn erected in said Addition shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot in said Addition.

5. Only single family dwellings shall be constructed on all lots in this subdivision.

6. No single family dwelling shall be constructed, permitted or occupied on any lot herein having square footage floor space, designed, intended and constructed for living quarters, which space shall not include cellars, attics, garages, breezeways, porches, stoops, and other such non-living areas, of less than the following requirements:

A. 1,400 square feet for single story or split-level houses with a minimum of 700 square feet on the first floor level for any house of more than one story and total minimum square footage must be at least 1,400 square feet.

7. Each single family residence shall have a minimum of a two-car attached garage with a minimum of 420 square feet.

8. The owner of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris. Further, the owner and/or occupant of each lot shall jointly and severally be responsible to keep in good order or to maintain the area between the curblin and the property line abutting his property

including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement or other monument-type mail boxes, stakes, post or rods to which a metal, plastic or similar receptacle designed to hold newspapers are affixed, private irrigation or sprinkler systems, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions. No individual mailboxes are allowed in this subdivision; a cluster-style mailbox system, approved by the United States Postal Service, shall be installed by the Developer.

9. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. All approaches and driveways in said Addition shall be paved with concrete.

11. No dwelling on any lot in said Addition shall be occupied until the exterior is completed and finished and the interior substantially completed and finished.

12. No old or used buildings shall be moved upon any of the lots in said Addition for any purpose.

13. All electrical distribution lines and service entrances, all telephone lines and services therefor, all cable TV/fiber optic cable and service therefor, and all other utilities of whatever kind or nature shall be installed underground on all lots in said Addition.

14. No dog compound, enclosure, shelter, storage outbuilding, playhouse, or wood pile for firewood shall be constructed, used or maintained within ten feet of any lot line nor shall they exceed eight feet in height on any of said lots. All outbuilding exteriors shall be approved by the developer in writing prior to start of construction.

15. There shall be no fences, buildings, large plantings or other obstructions upon or under any property covered by the easements granted and conveyed herein, so that access is available for any equipment and/or persons necessary for the erection, laying, building, construction, reconstruction or maintenance of said utilities and/or drainage ways.

16. No radio station or short-wave operators of any kind shall operate from any lot which shall cause interference with audio or visual reception upon any other lot. Antennas are permitted if attached to the structure and do not extend more than eight feet above the peak of the home. All other antennas, satellite TV dishes in excess of 24 inches in diameter, poles for radios, and windmills are prohibited.

17. No motor home or recreational vehicle, trailer of any kind, whether camping, boat, house, utility or otherwise, shall be parked or kept for more than a 48 hour period on any street, driveway or on the lot in said Addition. Any such vehicle must be stored inside the garage.

18. No bus, semi-tractor, trailer or truck of any kind, except what is commonly described as a "pickup truck", shall be kept or parked on any lot or street in said Addition; provided, however, that this prohibition shall not apply to such vehicles driven in said Addition in pursuit of and in conducting their usual business.

19. No shrubs or trees shall be planted so as to infringe upon adjoining property lines based on maximum expected growth and shall be maintained so as not to infringe.

20. Each person or entity who is a record owner of a fee or undivided fee interest in any lot shall be a member of the Homeowners Association to be known as Wild Horse Ridge Homeowners Association. This shall not be construed to include persons or entities who hold an interest merely as security for the performance of an obligation. There shall be one vote per lot and each lot owner shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any lot; ownership of such lot shall be the sole qualification of membership.

The purpose of Wild Horse Ridge Homeowners Association shall be to maintain the common areas and green spaces of the entire development, including but not limited to the entrance parcel and signage to be developed, including the signage easement that is the east 40 feet of Lot 8 in Wild Horse Ridge Third Addition to the City of Cedar Falls, Black Hawk County, Iowa, as well as the pond which is owned by the Wild Horse Ridge Homeowners Association, and such other activities as set forth in the Articles of Incorporation and Bylaws of the Association. Such ownership and maintenance shall include, but not be limited to, mowing, watering, including upkeep of any underground sprinkler system, maintenance of the pond, and snow removal of common areas. Initially, the developer, Midwest Development Co. shall perform the actual construction duties to establish the common areas, green spaces, entrance and surrounding access area.

The annual dues for the Association shall initially be set at \$200.00 per lot per year beginning January 1, 2022. Dues shall be paid by each member of the Association by July 31 of each year. The Association shall have the ability and authority to adjust annual dues as it deems appropriate to carry out the maintenance duties described above. The developer, Midwest Development Co., shall have no responsibility for annual association dues.

21. No building or structure shall be erected or placed on any lot in this subdivision until two sets of building plans, site plans and specifications for the proposed structures shall be submitted to Midwest Development Co. or its designee for approval. Approved plans, site plans and building specifications will be signed and one set of each returned to the Lot Owner. In addition to plans and specifications for the structure, the site plan application shall show the location and type of fences, parking areas, tree plantings, landscaping and other relevant matters, including the location on the lot of all proposed improvements, including whether or not there is a proposed swimming pool which must be an in ground pool only, the materials to be used and the exterior color scheme proposed. No building shall have less than a 6 and 12 pitch roof unless otherwise specifically approved in writing by Midwest Development Co. or its designee. Roofing materials shall be asphalt shingles (25 year minimum rating), wood shakes, wood shingles, slate or tile unless other materials are specifically approved by Midwest Development Co. or its designee. The application shall also set forth a time schedule for construction of improvements and in no event shall an application be approved when the proposed construction will take longer than twelve (12) months. Midwest Development Co. or its designee shall approve or disapprove the application in writing within a period of ten (10) days after receipt of all the documents and in the event of disapproval shall specify the reasons to enable the applicant to correct the application in order to obtain approval. Midwest Development Co. reserves the absolute right and sole discretion, to reject any of the plans, specifications and other aspects of the proposed improvement which in Midwest Development Co.'s opinion is not suitable or desirable for the subdivision. It is the intention of this restriction to permit improvement that will enhance the aesthetics of the subdivision and maintain or improve property values.

22. All of the provisions hereof shall be enforceable by appropriate legal proceedings by any present or future owner of the legal or equitable title to any lot in said subdivision. Invalidation of any

one or more of the within restrictions by judgment or decree of court shall not be regarded as affecting the validity of any of the other provisions hereof, nor shall any judicial determination with respect to any of the restrictive provisions hereof be regarded as affecting the validity or sufficiency of this instrument as a deed of dedication of said plat, all of which such other provisions shall remain in full force and effect.

23. The undersigned and all persons and corporations hereafter requiring any right, title or interest in any of the lots in said subdivision shall be taken and held to have agreed and covenanted with the owners of all other lots in this subdivision and with the respective successors and assigns of all of the rest of such other lots to conform to and observe all of the foregoing covenants, restrictions and stipulations as to the construction of building thereon for a period of twenty-one (21) years from the date of filing of said plat and this deed of dedication for record. Within the period of twenty-one (21) years and in accordance with Iowa Code Chapter 614.24 and 614.25 (2021 Code of Iowa) or their successor provisions, these covenants, restrictions and stipulations shall be automatically extended for an additional period of twenty-one (21) years upon compliance with Chapter 614.24 and Chapter 614.25 of the 2021 Code of Iowa. In the event an extension of the covenants, restrictions and stipulations is not filed within the period of twenty-one (21) years or successive 21-year period, then the covenants, restrictions and stipulations contained herein shall terminate at the end of the existing period of twenty-one (21) years.

24. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning property in said Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and for the purpose of preventing such acts or to recover damages for such violation, or both, and for costs and reasonable attorney's fees as determined by the Court and not the statute.

25. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs or cats maximum, or other household pets are allowed and then only if they are not kept, bred or maintained for any commercial purposes. Such animals shall be kept under control so as not to constitute a public nuisance and must be kept in compliance with applicable zoning laws and regulations of the City of Cedar Falls, Black Hawk County, Iowa.

26. Upon the sale of a lot, owner shall take responsibility for any erosion control issues, certifications and/or requirements of the Iowa Department of Natural Resources.

27. All buildings erected on any lot in said Addition shall be constructed in accordance with the Building, Plumbing and Electrical Codes of the City of Cedar Falls, Iowa.

**PUBLIC IMPROVEMENTS REQUIRED  
IN WILD HORSE RIDGE FIFTH ADDITION**

The undersigned do hereby dedicate and set apart to the public and for the public's use all streets shown and laid out on the attached plat, subject to the easements set forth herein, and do further agree as follows:

- A. That the streets shown on the attached plat, Wild Horse Drive and Granite Ridge Road (Tract "A") will be thirty-one (31) feet and will be brought to City grade,

back of curb to back of curb; said street with approved hard surface pavement in accordance with City of Cedar Falls, Standard Specifications.

- B. That sanitary sewer, together with the necessary manholes and sewer service lines to all lots in the plat, will be provided.
- C. That underground utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.
- D. That the city water will be provided to all lots as required by the Cedar Falls Municipal utilities.
- E. That municipal fire hydrants will be provided as required by the Cedar Falls Public Safety Department.
- F. That storm sewer will be provided as specified by the City Engineer.
- G. That handicap ramps will be provided as required by law.
- H. That a four (4) foot wide concrete sidewalk four (4) inches thick and a concrete surface or hard surface entrance will be installed during or immediately after the construction of the residence on any particular lot, or within five (5) years after the date the plat is filed in the office of the Recorder of Black Hawk County, whichever is sooner and that the sidewalk be across the full length of the lot and on corner lots also, across the parking and full length of the lot. In the event that the City is required to construct the sidewalk as permitted by subparagraph J, a lien or liens may only be imposed against the lot or lots which require city construction and no others in the subdivision.
- I. That the work improvements called for herein shall be in accordance with the specifications of the City of Cedar Falls, Iowa, and performed under the supervision of the City Engineer. In the event that the developer, Midwest Development Co., its grantees and assigns fail to complete said work and improvements called for herein within one (1) year from the date of the acceptance of said final plat by the City of Cedar Falls, Iowa, the City may then make the improvements and assess the costs of the same to the respective lots. The undersigned, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and agree that the City may install said improvements and assess the total costs thereof against the respective lots.
- J. That the City may perform said work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the respective lots with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.

K. The Developer shall construct and install all required public improvements within the subdivision plat, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:

- (a) Shall be constructed and installed in a good and workmanlike manner;
- (b) Shall be free of defects in workmanship or materials;
- (c) Shall be free of any conditions that could result in structural or other failure of said improvements;
- (d) Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities;
- (e) Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Cedar Falls Code of Ordinances, including without limitation, Chapter 24, Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

The Developer's construction plans are now on file in the Office of the City Engineer.

28. The developer, Midwest Development Co., states:

- A. That this plat and development shall comply with the R-P Residential Zoning District Classification Regulations.

29. Notwithstanding anything contained in the Deed of Dedication to the contrary, any assessment made under the Deed of Dedication shall not be a lien against any property described herein unless and until the City of Cedar Falls records with the Black Hawk County Recorder a "Notice of Assessment Lien" which notice shall describe the property against which the lien attaches in the amount of said lien.

30. All subsequent owners of lots in the subdivision shall be obligated to meet any requirements imposed by the Commissioners of the Black Hawk County Conservation District or any other governmental agency, by the authority of Chapter 161A, Code of Iowa, pertaining to soil erosion control plans for certain land distributing activities. This covenant shall be perpetual and not be governed by the provisions of Paragraph 23 of this Deed of Dedication.

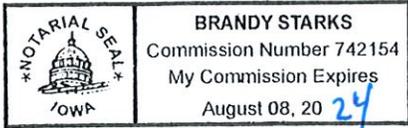
SIGNED and DATED this 15<sup>th</sup> day of July, 2022.

MIDWEST DEVELOPMENT CO.

By [Signature]  
Hunter Skogman, Vice President

STATE OF IOWA, LINN COUNTY ss

This instrument was acknowledged before me on July 15, 2022, by Hunter Skogman as Vice President of Midwest Development Co.



[Signature]  
Notary Public in and for the State of Iowa

# Daily Invoices for Council Meeting 08/15/22

Item 25.

PREPARED 08/09/2022, 9:54:06  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1  
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1008-441.72-99			OPERATING SUPPLIES / POSTAGE						
2364		12/22 AP	07/31/22	0397327	CMRS-POC	134.41		08/02/22	
			POC#8031880-REPL.POSTAGE		05/25/22-07/31/22				
			ACCOUNT TOTAL			134.41	.00	134.41	
101-1028-441.72-99			OPERATING SUPPLIES / POSTAGE						
2364		12/22 AP	07/31/22	0397327	CMRS-POC	57.07		08/02/22	
			POC#8031880-REPL.POSTAGE		05/25/22-07/31/22				
2364		12/22 AP	07/31/22	0397327	CMRS-POC	102.14		08/02/22	
			POC#8031880-REPL.POSTAGE		05/25/22-07/31/22				
			ACCOUNT TOTAL			159.21	.00	159.21	
101-1028-441.89-17			MISCELLANEOUS SERVICES / BANK SERVICE CHARGES						
63		01/23 AP	07/29/22	0006355	FARMERS STATE BANK	12.00		08/03/22	
			INCOMING WIRE FEE		MIDWEST CD				
63		01/23 AP	07/29/22	0006356	FARMERS STATE BANK	20.00		08/03/22	
			OUTGOING WIRE FEE		VERIDIAN CD				
63		01/23 AP	07/29/22	0006357	FARMERS STATE BANK	12.00		08/03/22	
			INCOMING WIRE FEE		WELLS FARGO MONEY MARKET				
63		01/23 AP	07/27/22	0006358	FARMERS STATE BANK	20.00		08/03/22	
			VOYA OUTGOING WIRE FEE		07/29/22 PAYROLL				
63		01/23 AP	07/18/22	0006354	FARMERS STATE BANK	12.00		08/03/22	
			INCOMING WIRE FEE		BOND DEPOSIT				
63		01/23 AP	07/14/22	0006352	FARMERS STATE BANK	20.00		08/03/22	
			OUTGOING WIRE FEE		VERIDIAN CDS				
63		01/23 AP	07/14/22	0006353	FARMERS STATE BANK	12.00		08/03/22	
			INCOMING WIRE FEE		MIDWEST CD				
63		01/23 AP	07/13/22	0006351	FARMERS STATE BANK	20.00		08/03/22	
			VOYA OUTGOING WIRE		07/15/22 PAYROLL				
			ACCOUNT TOTAL			128.00	.00	128.00	
101-1038-441.81-32			PROFESSIONAL SERVICES / TUITION ASSISTANCE						
2364		12/22 AP	07/30/22	0397331	SMITH JR, TIMOTHY B	1,107.00		08/02/22	
			TUITION REIMBURSEMENT		PERSONAL LDRSHP. DEVELOP.				
			ACCOUNT TOTAL			1,107.00	.00	1,107.00	
101-1048-441.71-01			OFFICE SUPPLIES / OFFICE SUPPLIES						
2364		12/22 AP	07/31/22	0397327	CMRS-POC	154.22		08/02/22	
			POC#8031880-REPL.POSTAGE		05/25/22-07/31/22				
			ACCOUNT TOTAL			154.22	.00	154.22	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2295		12/22 AP		06/27/22	0397351	OFFICE EXPRESS OFFICE PRODUCT	37.62			07/29/22
						REMOVABLE TAPE				
2295		12/22 AP		06/24/22	0397351	OFFICE EXPRESS OFFICE PRODUCT	248.53			07/29/22
						LETTER SIZE BRIGHT 92 PAPER & MAGIC TAPE				
						ACCOUNT TOTAL	286.15	.00	286.15	
101-1060-423.72-19 OPERATING SUPPLIES / PRINTING										
2295		12/22 AP		06/24/22	0397359	STOREY KENWORTHY	125.00			07/29/22
						CFPL B&W ENVELOPES				
						ACCOUNT TOTAL	125.00	.00	125.00	
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE										
2364		12/22 AP		07/31/22	0397327	CMRS-POC	38.23			08/02/22
						POC#8031880-REPL.POSTAGE 05/25/22-07/31/22				
33		02/23 AP		07/01/22	0397349	MOBIUS	7,301.07			07/29/22
						LIBRARY COURIER SERVICE FY23				
66		02/23 AP		06/26/22	0397356	QUADIENT FINANCE USA, INC.	150.00			07/29/22
						POSTAGE				
						ACCOUNT TOTAL	7,489.30	.00	7,489.30	
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
66		02/23 AP		07/12/22	0397346	GORDON FLESCH COMPANY INC	923.47			07/29/22
						COPIER CONTRACT 015-1483981-000				
						ACCOUNT TOTAL	923.47	.00	923.47	
101-1060-423.85-01 UTILITIES / UTILITIES										
2295		12/22 AP		07/05/22	0397339	CEDAR FALLS UTILITIES	7,466.20			07/29/22
						LIBRARY UTILITIES				
						ACCOUNT TOTAL	7,466.20	.00	7,466.20	
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2295		12/22 AP		06/24/22	0397333	ARAMARK	23.55			07/29/22
						LIBRARY MAT SERVICE				
66		02/23 AP		07/15/22	0397357	QUADIENT, INC.	172.33			07/29/22
						QUADIENT METER RENTAL 08/14/22-11/13/22				
66		02/23 AP		07/13/22	0397342	CITY LAUNDERING CO.	80.62			07/29/22
						FIRST AID SUPPLY SERVICE- LIBRARY				
66		02/23 AP		07/08/22	0397333	ARAMARK	23.55			07/29/22
						LIBRARY MAT SERVICE				

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ACCOUNT ACTIVITY LISTING

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
33		02/23 AP		07/03/22	0397358	SHRED-IT USA	48.15			07/29/22
						ON-SITE DOC. DESTRUCTION				
						TICKET #86883505				
						ACCOUNT TOTAL	348.20	.00	348.20	
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
2295		12/22 AP		06/21/22	0397335	BAKER & TAYLOR BOOKS	51.73			07/29/22
						ADULT BOOKS (MEM KLEPFER)				
						ACCOUNT TOTAL	51.73	.00	51.73	
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
2295		12/22 AP		06/29/22	0397335	BAKER & TAYLOR BOOKS	191.80			07/29/22
						FOTL:MEMORIAL-ADULT BOOKS				
2295		12/22 AP		06/21/22	0397335	BAKER & TAYLOR BOOKS	41.80			07/29/22
						FOTL:MEMORIAL-ADULT BOOKS				
66		02/23 AP		07/18/22	0397335	BAKER & TAYLOR BOOKS	56.85			07/29/22
						FOTL:ADULT-ADULT BOOKS				
66		02/23 AP		07/07/22	0397343	DEMCO, INC	83.70			07/29/22
						FOTL:YOUTH-KIK STEP STOOL				
33		02/23 AP		07/01/22	0397351	OFFICE EXPRESS OFFICE PRODUCT	9.43			07/29/22
						FOTL:COLAB-PENCILS & ERASERS				
						ACCOUNT TOTAL	383.58	.00	383.58	
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.										
2295		12/22 AP		06/29/22	0397335	BAKER & TAYLOR BOOKS	60.73			07/29/22
						BERG 2 RMB SLP '22-YOUTH BOOKS				
2295		12/22 AP		06/24/22	0397359	STOREY KENWORTHY	195.00			07/29/22
						BERG 2 RMB SLP '22-PRNTG. OF BOOKMARKS				
2295		12/22 AP		06/24/22	0397359	STOREY KENWORTHY	201.48			07/29/22
						BERG 2 RMB SLP '22-PRNTG. OF PROGRAM FLYERS				
2295		12/22 AP		06/24/22	0397359	STOREY KENWORTHY	195.00			07/29/22
						BERG 2 RMB SLP '22-PRNTG. OF READING LOGS				
2295		12/22 AP		06/24/22	0397359	STOREY KENWORTHY	140.00			07/29/22
						BERG 2 RMB SLP '22-PRNTG. OF SUMMER CALENDARS				
2295		12/22 AP		06/24/22	0397359	STOREY KENWORTHY	140.00			07/29/22
						BERG 2 RMB SLP '22-PRNTG. OF TEEN READING LOGS				
2295		12/22 AP		06/23/22	0397335	BAKER & TAYLOR BOOKS	10.77			07/29/22
						BERG 2 RMB SLP '22-YOUTH BOOKS				
2295		12/22 AP		06/21/22	0397335	BAKER & TAYLOR BOOKS	11.98			07/29/22
						BERG 2 RMB SLP '22-YOUTH BOOKS				
66		02/23 AP		07/20/22	0397337	BLACK HAWK COUNTY CONSERVATIO	40.00			07/29/22
						BERG 2 RMB SLP '22-OWL PELLET PROGRAM				
66		02/23 AP		07/12/22	0397335	BAKER & TAYLOR BOOKS	15.19			07/29/22
						BERG 2 RMB SLP '22-YOUNG ADULT BOOKS				

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ACCOUNT ACTIVITY LISTING

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.						continued				
66		02/23 AP		07/12/22	0397335	BAKER & TAYLOR BOOKS	18.55		07/29/22	
						BERG 2 RMB SLP '22-YOUTH BOOKS				
33		02/23 AP		07/11/22	0397354	PETTY CASH	13.99		07/29/22	
						BERG 2 RMB SLP '22-TWEZRS				
ACCOUNT TOTAL							1,042.69	.00	1,042.69	
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP										
2295		12/22 AP		06/22/22	0397338	BRODART CO.	453.60		07/29/22	
						9.5 X 6" BOOK COVERS				
2295		12/22 AP		06/22/22	0397338	BRODART CO.	287.28		07/29/22	
						9.5 X 6" BOOK COVERS				
33		02/23 AP		07/05/22	0397343	DEMCO, INC	63.56		07/29/22	
						2" BOOK TAPE & BOOK CART WHEEL INSERTS				
ACCOUNT TOTAL							804.44	.00	804.44	
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
33		02/23 AP		07/01/22	0397350	OCLC, INC.	779.19		07/29/22	
						CATALOG AND METADATA SUBSCRIPTION				
33		02/23 AP		07/01/22	0397350	OCLC, INC.	551.61		07/29/22	
						1 YR. SUB. WORLDSHARE ILL 07/01/2022-06/30/2023				
ACCOUNT TOTAL							1,330.80	.00	1,330.80	
101-1061-423.89-19 MISCELLANEOUS SERVICES / CO-LAB MATERIALS										
66		02/23 AP		07/15/22	0397351	OFFICE EXPRESS OFFICE PRODUCT	42.00		07/29/22	
						12" RULERS (X8)				
ACCOUNT TOTAL							42.00	.00	42.00	
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
2295		12/22 AP		06/29/22	0397335	BAKER & TAYLOR BOOKS	126.45		07/29/22	
						ADULT BOOKS				
2295		12/22 AP		06/27/22	0397335	BAKER & TAYLOR BOOKS	323.00		07/29/22	
						ADULT BOOKS				
2295		12/22 AP		06/23/22	0397335	BAKER & TAYLOR BOOKS	166.47		07/29/22	
						ADULT BOOKS				
2295		12/22 AP		06/22/22	0397335	BAKER & TAYLOR BOOKS	165.90		07/29/22	
						ADULT BOOKS				
2295		12/22 AP		06/21/22	0397335	BAKER & TAYLOR BOOKS	581.76		07/29/22	
						ADULT BOOKS				
2295		12/22 AP		06/21/22	0397335	BAKER & TAYLOR BOOKS	685.52		07/29/22	
						ADULT BOOKS				
2295		12/22 AP		03/28/22	0397335	BAKER & TAYLOR BOOKS		19.21	07/29/22	

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ACCOUNT ACTIVITY LISTING

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ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued				
						ADULT BOOKS CREDIT MEMO				
66		02/23 AP		07/19/22	0397335	BAKER & TAYLOR BOOKS	208.63			07/29/22
						ADULT BOOKS				
66		02/23 AP		07/19/22	0397335	BAKER & TAYLOR BOOKS	222.88			07/29/22
						ADULT BOOKS				
66		02/23 AP		07/18/22	0397335	BAKER & TAYLOR BOOKS	324.24			07/29/22
						ADULT BOOKS				
66		02/23 AP		07/13/22	0397335	BAKER & TAYLOR BOOKS	337.34			07/29/22
						ADULT BOOKS				
66		02/23 AP		07/12/22	0397335	BAKER & TAYLOR BOOKS	134.72			07/29/22
						ADULT BOOKS				
33		02/23 AP		07/08/22	0397335	BAKER & TAYLOR BOOKS	339.56			07/29/22
						ADULT BOOKS				
33		02/23 AP		07/06/22	0397335	BAKER & TAYLOR BOOKS	625.57			07/29/22
						ADULT BOOKS				
33		02/23 AP		07/05/22	0397335	BAKER & TAYLOR BOOKS	265.03			07/29/22
						ADULT BOOKS				
						ACCOUNT TOTAL	4,507.07	19.21		4,487.86
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS										
2295		12/22 AP		06/29/22	0397335	BAKER & TAYLOR BOOKS	24.89			07/29/22
						YOUNG ADULT BOOKS				
2295		12/22 AP		06/23/22	0397335	BAKER & TAYLOR BOOKS	16.80			07/29/22
						YOUNG ADULT BOOKS				
2295		12/22 AP		06/21/22	0397335	BAKER & TAYLOR BOOKS	55.61			07/29/22
						YOUNG ADULT BOOKS				
2295		12/22 AP		03/28/22	0397335	BAKER & TAYLOR BOOKS		4.39		07/29/22
						YOUNG ADULT BOOKS CREDIT MEMO				
66		02/23 AP		07/19/22	0397335	BAKER & TAYLOR BOOKS	58.09			07/29/22
						YOUNG ADULT BOOKS				
66		02/23 AP		07/18/22	0397335	BAKER & TAYLOR BOOKS	66.14			07/29/22
						YOUNG ADULT BOOKS				
66		02/23 AP		07/13/22	0397335	BAKER & TAYLOR BOOKS	33.81			07/29/22
						YOUNG ADULT BOOKS				
66		02/23 AP		07/12/22	0397335	BAKER & TAYLOR BOOKS	37.01			07/29/22
						YOUNG ADULT BOOKS				
33		02/23 AP		07/08/22	0397335	BAKER & TAYLOR BOOKS	695.63			07/29/22
						YOUNG ADULT BOOKS				
33		02/23 AP		07/06/22	0397335	BAKER & TAYLOR BOOKS	99.35			07/29/22
						YOUNG ADULT BOOKS				
						ACCOUNT TOTAL	1,087.33	4.39		1,082.94
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
2295		12/22 AP		06/29/22	0397335	BAKER & TAYLOR BOOKS	23.04			07/29/22
						YOUTH BOOKS				

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FUND 101 GENERAL FUND										
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS						continued				
2295		12/22 AP		06/27/22	0397335	BAKER & TAYLOR BOOKS	10.25		07/29/22	
						YOUTH BOOKS				
2295		12/22 AP		06/23/22	0397335	BAKER & TAYLOR BOOKS	67.93		07/29/22	
						YOUTH BOOKS				
2295		12/22 AP		06/21/22	0397335	BAKER & TAYLOR BOOKS	14.37		07/29/22	
						YOUTH BOOKS				
2295		12/22 AP		06/21/22	0397335	BAKER & TAYLOR BOOKS	31.01		07/29/22	
						YOUTH BOOKS				
2295		12/22 AP		03/28/22	0397335	BAKER & TAYLOR BOOKS		16.61	07/29/22	
						YOUTH BOOKS CREDIT MEMO				
66		02/23 AP		07/19/22	0397335	BAKER & TAYLOR BOOKS	27.33		07/29/22	
						YOUTH BOOKS				
66		02/23 AP		07/18/22	0397335	BAKER & TAYLOR BOOKS	77.79		07/29/22	
						YOUTH BOOKS				
66		02/23 AP		07/13/22	0397335	BAKER & TAYLOR BOOKS	27.56		07/29/22	
						YOUTH BOOKS				
66		02/23 AP		07/12/22	0397335	BAKER & TAYLOR BOOKS	75.25		07/29/22	
						YOUTH BOOKS				
33		02/23 AP		07/08/22	0397335	BAKER & TAYLOR BOOKS	30.51		07/29/22	
						YOUTH BOOKS				
33		02/23 AP		07/07/22	0397335	BAKER & TAYLOR BOOKS	1,056.70		07/29/22	
						YOUTH BOOKS				
33		02/23 AP		07/07/22	0397348	LIBRARY IDEAS, LLC	798.44		07/29/22	
						YOUTH BOOKS (VOX)				
33		02/23 AP		07/05/22	0397335	BAKER & TAYLOR BOOKS	14.37		07/29/22	
						YOUTH BOOKS				
ACCOUNT TOTAL							2,254.55	16.61	2,237.94	
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS										
2295		12/22 AP		06/27/22	0397335	BAKER & TAYLOR BOOKS	53.36		07/29/22	
						LARGE PRINT BOOKS				
2295		12/22 AP		06/24/22	0397340	CENGAGE LEARNING INC	53.88		07/29/22	
						LARGE PRINT BOOKS				
2295		12/22 AP		06/24/22	0397340	CENGAGE LEARNING INC	53.88		07/29/22	
						LARGE PRINT BOOKS				
2295		12/22 AP		06/23/22	0397340	CENGAGE LEARNING INC	19.59		07/29/22	
						LARGE PRINT BOOKS				
2295		12/22 AP		06/21/22	0397335	BAKER & TAYLOR BOOKS	54.60		07/29/22	
						LARGE PRINT BOOKS				
2295		12/22 AP		06/21/22	0397335	BAKER & TAYLOR BOOKS	64.99		07/29/22	
						LARGE PRINT BOOKS				
2295		12/22 AP		06/17/22	0397340	CENGAGE LEARNING INC	74.17		07/29/22	
						LARGE PRINT BOOKS				
2295		12/22 AP		06/16/22	0397340	CENGAGE LEARNING INC	22.39		07/29/22	
						LARGE PRINT BOOKS				
66		02/23 AP		07/18/22	0397340	CENGAGE LEARNING INC	48.28		07/29/22	
						LARGE PRINT BOOKS				

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FUND 101 GENERAL FUND										
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS						continued				
66		02/23 AP		07/13/22	0397335	BAKER & TAYLOR BOOKS	88.51			07/29/22
						LARGE PRINT BOOKS				
66		02/23 AP		07/12/22	0397335	BAKER & TAYLOR BOOKS	17.99			07/29/22
						LARGE PRINT BOOKS				
66		02/23 AP		07/12/22	0397340	CENGAGE LEARNING INC	25.19			07/29/22
						LARGE PRINT BOOKS				
66		02/23 AP		07/11/22	0397340	CENGAGE LEARNING INC	25.19			07/29/22
						LARGE PRINT BOOKS				
66		02/23 AP		07/08/22	0397340	CENGAGE LEARNING INC	94.46			07/29/22
						LARGE PRINT BOOKS				
33		02/23 AP		07/06/22	0397335	BAKER & TAYLOR BOOKS	50.38			07/29/22
						LARGE PRINT BOOKS				
33		02/23 AP		07/01/22	0397341	CENTER POINT LARGE PRINT	47.94			07/29/22
						LARGE PRINT BOOKS				
						ACCOUNT TOTAL	794.80	.00		794.80
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO										
2295		12/22 AP		06/27/22	0397335	BAKER & TAYLOR BOOKS	25.84			07/29/22
						ADULT CD BOOKS				
2295		12/22 AP		06/23/22	0397345	FINDAWAY WORLD LLC	299.95			07/29/22
						ADULT PLAYAWAYS				
2295		12/22 AP		06/21/22	0397335	BAKER & TAYLOR BOOKS	46.75			07/29/22
						ADULT CD BOOKS				
2295		12/22 AP		06/21/22	0397335	BAKER & TAYLOR BOOKS	21.99			07/29/22
						ADULT CD BOOKS				
66		02/23 AP		07/19/22	0397335	BAKER & TAYLOR BOOKS	8.24			07/29/22
						ADULT CD BOOKS				
66		02/23 AP		07/18/22	0397335	BAKER & TAYLOR BOOKS	21.99			07/29/22
						ADULT CD BOOKS				
66		02/23 AP		07/13/22	0397335	BAKER & TAYLOR BOOKS	46.72			07/29/22
						ADULT CD BOOKS				
66		02/23 AP		07/12/22	0397335	BAKER & TAYLOR BOOKS	51.68			07/29/22
						ADULT CD BOOKS				
33		02/23 AP		07/06/22	0397335	BAKER & TAYLOR BOOKS	35.74			07/29/22
						ADULT CD BOOKS				
						ACCOUNT TOTAL	558.90	.00		558.90
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO										
2295		12/22 AP		06/24/22	0397336	BAKER & TAYLOR ENTERTAINMENT	221.07			07/29/22
						ADULT VIDEOS				
2295		12/22 AP		06/22/22	0397336	BAKER & TAYLOR ENTERTAINMENT	4.37			07/29/22
						ADULT VIDEOS				
66		02/23 AP		07/18/22	0397336	BAKER & TAYLOR ENTERTAINMENT	16.09			07/29/22
						ADULT VIDEOS				
66		02/23 AP		07/15/22	0397336	BAKER & TAYLOR ENTERTAINMENT	228.03			07/29/22

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FUND 101 GENERAL FUND										
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO						continued				
66				02/23	AP 07/15/22 0397336	ADULT VIDEOS BAKER & TAYLOR ENTERTAINMENT	104.81		07/29/22	
66				02/23	AP 07/14/22 0397336	ADULT VIDEOS BAKER & TAYLOR ENTERTAINMENT	73.46		07/29/22	
33				02/23	AP 07/08/22 0397336	ADULT VIDEOS BAKER & TAYLOR ENTERTAINMENT	24.48		07/29/22	
33				02/23	AP 07/08/22 0397336	ADULT VIDEOS BAKER & TAYLOR ENTERTAINMENT	24.49		07/29/22	
33				02/23	AP 07/07/22 0397336	ADULT VIDEOS BAKER & TAYLOR ENTERTAINMENT	74.34		07/29/22	
33				02/23	AP 07/05/22 0397336	ADULT VIDEOS BAKER & TAYLOR ENTERTAINMENT	104.94		07/29/22	
33				02/23	AP 07/01/22 0397336	ADULT VIDEOS BAKER & TAYLOR ENTERTAINMENT	171.31		07/29/22	
33				02/23	AP 07/01/22 0397336	ADULT VIDEOS BAKER & TAYLOR ENTERTAINMENT	150.43		07/29/22	
ACCOUNT TOTAL							1,197.82	.00	1,197.82	
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES										
2295				12/22	AP 06/24/22 0397347	ADULT VIDEO GAMES INGRAM ENTERTAINMENT INC.	31.49		07/29/22	
2295				12/22	AP 06/24/22 0397347	ADULT VIDEO GAMES INGRAM ENTERTAINMENT INC.	115.48		07/29/22	
2295				12/22	AP 06/23/22 0397347	YOUNG ADULT VIDEO GAMES INGRAM ENTERTAINMENT INC.	66.98		07/29/22	
2295				12/22	AP 06/22/22 0397347	YOUNG ADULT VIDEO GAMES INGRAM ENTERTAINMENT INC.	66.99		07/29/22	
2295				12/22	AP 06/22/22 0397347	YOUNG ADULT VIDEO GAMES INGRAM ENTERTAINMENT INC.	86.98		07/29/22	
66				02/23	AP 07/15/22 0397347	YOUNG ADULT VIDEO GAMES INGRAM ENTERTAINMENT INC.	96.97		07/29/22	
66				02/23	AP 07/13/22 0397347	YOUNG ADULT VIDEO GAMES INGRAM ENTERTAINMENT INC.	126.97		07/29/22	
66				02/23	AP 07/13/22 0397347	YOUNG ADULT VIDEO GAMES INGRAM ENTERTAINMENT INC.	66.99		07/29/22	
33				02/23	AP 07/11/22 0397344	YOUNG ADULT VIDEO GAMES EBSCO INFORMATION SERVICES	5,615.00		07/29/22	
33				02/23	AP 07/07/22 0397347	EBSCO DATABASE PACKAGE INGRAM ENTERTAINMENT INC.	66.99		07/29/22	
33				02/23	AP 07/01/22 0397355	ADULT VIDEO GAMES PROQUEST, LLC	3,090.00		07/29/22	
33				02/23	AP 07/01/22 0397355	NEWSPAPERS.COM-IOWA SUB. PROQUEST, LLC	1,526.25		07/29/22	
33				02/23	AP 07/01/22 0397355	ANCESTRY LIBRARY EDITION PROQUEST, LLC	933.57		07/29/22	
33				02/23	AP 07/01/22 0397355	HERITAGE QUEST ONLINE PROQUEST, LLC	1,143.01		07/29/22	

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FUND 101 GENERAL FUND										
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES						continued				
						AF AM HERTIAGE DATABASE 07/01/2022-06/30/2023				
33		02/23 AP		06/29/22	0397347	INGRAM ENTERTAINMENT INC.	136.98			07/29/22
						YOUNG ADULT VIDEO GAMES				
						ACCOUNT TOTAL	13,170.65	.00		13,170.65
101-1061-423.89-31 MISCELLANEOUS SERVICES / PERIODICALS										
33		02/23 AP		06/21/22	0397352	OUR IOWA MAGAZINE	19.98			07/29/22
						OUR IA FY23 SUBSCRIPTION				
						ACCOUNT TOTAL	19.98	.00		19.98
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO										
2295		12/22 AP		06/29/22	0397335	BAKER & TAYLOR BOOKS	36.84			07/29/22
						YOUTH CD BOOKS				
66		02/23 AP		07/11/22	0397345	FINDAWAY WORLD LLC	269.95			07/29/22
						YOUTH PLAYAWAYS				
						ACCOUNT TOTAL	306.79	.00		306.79
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO										
66		02/23 AP		07/14/22	0397336	BAKER & TAYLOR ENTERTAINMENT	41.99			07/29/22
						YOUTH VIDEOS				
66		02/23 AP		07/12/22	0397336	BAKER & TAYLOR ENTERTAINMENT	76.96			07/29/22
						YOUTH VIDEOS				
33		02/23 AP		06/28/22	0397345	FINDAWAY WORLD LLC	745.70			07/29/22
						YOUTH LAUNCHPADS				
						ACCOUNT TOTAL	864.65	.00		864.65
101-1061-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO										
2295		12/22 AP		06/23/22	0397335	BAKER & TAYLOR BOOKS	51.68			07/29/22
						YOUNG ADULT CD BOOKS				
						ACCOUNT TOTAL	51.68	.00		51.68
101-1061-423.89-38 MISCELLANEOUS SERVICES / YOUNG ADULT VIDEO										
66		02/23 AP		07/15/22	0397336	BAKER & TAYLOR ENTERTAINMENT	45.49			07/29/22
						YOUNG ADULT VIDEOS				
33		02/23 AP		07/08/22	0397336	BAKER & TAYLOR ENTERTAINMENT	45.49			07/29/22
						YOUNG ADULT VIDEOS				
						ACCOUNT TOTAL	90.98	.00		90.98

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FUND 101 GENERAL FUND											
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS											
2295		12/22	AP	06/28/22	0397353	OVERDRIVE, INC.	104.26		07/29/22		
		ADULT E-BOOKS									
2295		12/22	AP	06/27/22	0397353	OVERDRIVE, INC.	332.08		07/29/22		
		ADULT E-BOOKS									
2295		12/22	AP	06/27/22	0397353	OVERDRIVE, INC.	27.50		07/29/22		
		ADULT E-BOOKS									
66		02/23	AP	07/19/22	0397353	OVERDRIVE, INC.	60.00		07/29/22		
		ADULT E-BOOKS									
66		02/23	AP	07/19/22	0397353	OVERDRIVE, INC.	34.49		07/29/22		
		ADULT E-BOOKS									
66		02/23	AP	07/14/22	0397353	OVERDRIVE, INC.	28.50		07/29/22		
		ADULT AUDIO BOOKS									
66		02/23	AP	07/13/22	0397353	OVERDRIVE, INC.	73.17		07/29/22		
		ADULT E-BOOKS									
66		02/23	AP	07/13/22	0397353	OVERDRIVE, INC.	178.00		07/29/22		
		ADULT AUDIO BOOKS									
66		02/23	AP	07/13/22	0397353	OVERDRIVE, INC.	33.34		07/29/22		
		ADULT E-BOOKS									
66		02/23	AP	07/12/22	0397353	OVERDRIVE, INC.	59.99		07/29/22		
		ADULT E-BOOKS									
66		02/23	AP	07/12/22	0397353	OVERDRIVE, INC.	99.99		07/29/22		
		ADULT AUDIO BOOKS									
66		02/23	AP	07/12/22	0397353	OVERDRIVE, INC.	65.00		07/29/22		
		ADULT AUDIO BOOKS									
33		02/23	AP	07/09/22	0397348	LIBRARY IDEAS, LLC	8,997.00		07/29/22		
		FREEGAL MUSIC & STREAMING SUB 7/9/22-7/8/23									
33		02/23	AP	07/06/22	0397353	OVERDRIVE, INC.	292.35		07/29/22		
		ADULT E-BOOKS									
33		02/23	AP	07/06/22	0397353	OVERDRIVE, INC.	228.00		07/29/22		
		ADULT AUDIO BOOKS									
33		02/23	AP	07/06/22	0397353	OVERDRIVE, INC.	38.00		07/29/22		
		ADULT AUDIO BOOKS									
33		02/23	AP	07/05/22	0397353	OVERDRIVE, INC.	59.99		07/29/22		
		ADULT E-BOOKS									
33		02/23	AP	07/05/22	0397353	OVERDRIVE, INC.	27.50		07/29/22		
		ADULT E-BOOKS									
33		02/23	AP	07/05/22	0397353	OVERDRIVE, INC.	47.50		07/29/22		
		ADULT AUDIO BOOKS									
		ACCOUNT TOTAL						10,786.66	.00	10,786.66	
101-1061-423.89-44 MISCELLANEOUS SERVICES / YOUNG ADULT E-MATERIALS											
33		02/23	AP	07/05/22	0397353	OVERDRIVE, INC.	354.21		07/29/22		
		YOUNG ADULT E-BOOKS									
		ACCOUNT TOTAL						354.21	.00	354.21	

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FUND 101 GENERAL FUND										
101-1061-423.89-46						MISCELLANEOUS SERVICES / YOUTH E-MATERIALS				
2295			AP	12/22	06/30/22 0397353	OVERDRIVE, INC.	146.38			07/29/22
						YOUNG ADULT E-BOOKS				
66			AP	02/23	08/01/22 0397360	TUMBLEWEED PRESS INC	799.00			07/29/22
						SUB 2 TUMBLE LIB. PREMIUM				
						08/10/2022-08/10/2023				
33			AP	02/23	07/05/22 0397353	OVERDRIVE, INC.	661.38			07/29/22
						YOUTH E-BOOKS				
33			AP	02/23	07/05/22 0397353	OVERDRIVE, INC.	288.46			07/29/22
						YOUTH AUDIO BOOKS				
						ACCOUNT TOTAL	1,895.22	.00		1,895.22
101-1061-423.93-01 EQUIPMENT / EQUIPMENT										
2380			AP	12/22	06/01/22 0397374	ENVISIONWARE, INC	3,985.00			08/08/22
						X11 COUNTERTOP				
						LANDSCAPE DISPLAY				
						ACCOUNT TOTAL	3,985.00	.00		3,985.00
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2364			AP	12/22	07/31/22 0397327	CMRS-POC	2.32			08/02/22
						POC#8031880-REPL.POSTAGE				
						05/25/22-07/31/22				
						ACCOUNT TOTAL	2.32	.00		2.32
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
2362			AP	12/22	07/05/22 0397319	CEDAR FALLS UTILITIES	162.91			07/29/22
						UTILITIES THRU 7/5/22				
146			AP	01/23	07/27/22 0397321	HUDSON HDWE. PLUMBING, HEATIN	180.00			07/29/22
						REFUND PERMIT 22-2878				
						315 MARYHILL DR				
						ACCOUNT TOTAL	342.91	.00		342.91
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS										
2371			AP	12/22	08/04/22 0397367	SKOGMAN COMPANIES	578.50			08/04/22
						REFUND INVOICE #38374				
						OVERBILLED S/B \$378.14				
2371			AP	12/22	08/04/22 0397368	SKOGMAN COMPANIES	1,570.72			08/04/22
						REFUND INVOICE #38337				
						OVERBILLED S/B \$140.64				
122			AP	01/23	07/25/22 0397315	FEREDAY HEATING COMPANY	144.00			07/27/22
						REFUND PERMIT 22-2718				
						2308 VERA WAY				
						ACCOUNT TOTAL	2,293.22	.00		2,293.22
101-2205-432.72-99 OPERATING SUPPLIES / POSTAGE										
2364			AP	12/22	07/31/22 0397327	CMRS-POC	17.19			08/02/22
						POC#8031880-REPL.POSTAGE				
						05/25/22-07/31/22				

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FUND 101 GENERAL FUND										
101-2205-432.72-99 OPERATING SUPPLIES / POSTAGE							continued			
ACCOUNT TOTAL							17.19	.00	17.19	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
2364		12/22 AP		07/31/22	0397327	CMRS-POC	669.87			08/02/22
POC#8031880-REPL.POSTAGE 05/25/22-07/31/22										
ACCOUNT TOTAL							669.87	.00	669.87	
101-2235-412.72-99 OPERATING SUPPLIES / POSTAGE										
2364		12/22 AP		07/31/22	0397327	CMRS-POC	242.41			08/02/22
POC#8031880-REPL.POSTAGE 05/25/22-07/31/22										
ACCOUNT TOTAL							242.41	.00	242.41	
101-2245-442.72-99 OPERATING SUPPLIES / POSTAGE										
2364		12/22 AP		07/31/22	0397327	CMRS-POC	35.60			08/02/22
POC#8031880-REPL.POSTAGE 05/25/22-07/31/22										
ACCOUNT TOTAL							35.60	.00	35.60	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2364		12/22 AP		07/31/22	0397327	CMRS-POC	191.16			08/02/22
POC#8031880-REPL.POSTAGE 05/25/22-07/31/22										
ACCOUNT TOTAL							191.16	.00	191.16	
101-2253-423.85-01 UTILITIES / UTILITIES										
2362		12/22 AP		07/05/22	0397319	CEDAR FALLS UTILITIES	7,083.44			07/29/22
UTILITIES THRU 7/5/22										
ACCOUNT TOTAL							7,083.44	.00	7,083.44	
101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES										
2362		12/22 AP		07/05/22	0397319	CEDAR FALLS UTILITIES	15,582.38			07/29/22
UTILITIES THRU 7/5/22										
ACCOUNT TOTAL							15,582.38	.00	15,582.38	
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
185		02/23 AP		08/03/22	0397364	JULIE TREBON	75.00			08/04/22
REFUND-DEPOSIT RENTAL GATEWAY SHELTER										

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FUND 101 GENERAL FUND										
101-2253-423.89-14						MISCELLANEOUS SERVICES / REFUNDS				
165		02/23 AP		08/01/22	0397328	CODY CLINE	75.00			08/02/22
						REFUND-DEPOSIT RENTAL				
165		02/23 AP		08/01/22	0397329	MARLIN MULLNIX	150.00			08/02/22
						REFUND-DEPOSIT RENTAL				
						GATEWAY SHELTER				
						GATEWAY SHELTER				
						ACCOUNT TOTAL	300.00	.00	300.00	
101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE										
2364		12/22 AP		07/31/22	0397327	CMRS-POC	88.33			08/02/22
						POC#8031880-REPL.POSTAGE				05/25/22-07/31/22
						ACCOUNT TOTAL	88.33	.00	88.33	
101-2280-423.85-01 UTILITIES / UTILITIES										
2362		12/22 AP		07/05/22	0397319	CEDAR FALLS UTILITIES	1,016.63			07/29/22
						UTILITIES THRU 7/5/22				
						ACCOUNT TOTAL	1,016.63	.00	1,016.63	
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
122		01/23 AP		07/20/22	0397314	CEDAR VALLEY CHAMBER MUSIC	25.00			07/27/22
						REFUND-SECURITY DEPOSIT				
						ACCOUNT TOTAL	25.00	.00	25.00	
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
63		01/23 AP		07/14/22	0006345	CLOVER APP	12.66			08/03/22
						MERCHANT SUBSCRIPTION FEE				
						ACCOUNT TOTAL	12.66	.00	12.66	
101-4511-414.72-99 OPERATING SUPPLIES / POSTAGE										
2364		12/22 AP		07/31/22	0397327	CMRS-POC	534.68			08/02/22
						POC#8031880-REPL.POSTAGE				05/25/22-07/31/22
						ACCOUNT TOTAL	534.68	.00	534.68	
101-4511-414.85-01 UTILITIES / UTILITIES										
2362		12/22 AP		07/05/22	0397319	CEDAR FALLS UTILITIES	5.25			07/29/22
						UTILITIES THRU 7/5/22				
						ACCOUNT TOTAL	5.25	.00	5.25	

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FUND 101 GENERAL FUND										
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
2362		12/22 AP		07/05/22	0397319	CEDAR FALLS UTILITIES	73.37			07/29/22
						UTILITIES THRU 7/5/22				
						ACCOUNT TOTAL	73.37	.00	73.37	
101-5521-415.72-20						OPERATING SUPPLIES / OFFICERS EQUIPMENT				
185		02/23 AP		07/22/22	0397363	JOHANNSEN, BRIAN	70.19			08/04/22
						RMB:OPT.EQUIP.-TACO POUCH HIGH SPEED GEAR				
146		01/23 AP		07/15/22	0397324	SMITH JR, TIMOTHY B	136.71			07/29/22
						RMB:OPT.EQUIP.-CUFF CASE HIGH SPEED GEAR				
						ACCOUNT TOTAL	206.90	.00	206.90	
101-5521-415.72-99						OPERATING SUPPLIES / POSTAGE				
2364		12/22 AP		07/31/22	0397327	CMRS-POC	92.70			08/02/22
						POC#8031880-REPL.POSTAGE 05/25/22-07/31/22				
						ACCOUNT TOTAL	92.70	.00	92.70	
101-5521-415.82-01						COMMUNICATION / TELEPHONE				
185		02/23 AP		07/10/22	0397370	U.S. CELLULAR	25.85			08/04/22
						PD CAMERAS:6/29-8/8/22				
						ACCOUNT TOTAL	25.85	.00	25.85	
101-5521-415.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
185		02/23 AP		07/28/22	0397362	DOUGAN JR, SCOTT	150.35			08/04/22
						RMB:TRVL-CLOSE QTR.BATTLE JOHNSTON				
185		02/23 AP		07/13/22	0397365	REIMERS, LIESEL	492.63			08/04/22
						RMB:TRAVEL-ADV.SRO TRNG. SIOUX FALLS, SD				
						ACCOUNT TOTAL	642.98	.00	642.98	
101-5521-415.83-08						TRANSPORTATION&EDUCATION / ACADEMY				
122		01/23 AP		07/27/22	0397316	LUCK, ASHLEY	300.00			07/27/22
						RMB:MEALS-AUG-CR ACADEMY PER DIEM				
185		02/23 AP		07/20/22	0397366	SCHARNAU, DYLAN	268.04			08/04/22
						RMB:FUEL-ILEA ACADEMY JOHNSTON				
						ACCOUNT TOTAL	568.04	.00	568.04	
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
185		02/23 AP		07/22/22	0397363	JOHANNSEN, BRIAN	179.27			08/04/22

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FUND 101 GENERAL FUND										
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				continued
						RMB:UNIFORM ALLOWANCE TACTICALGEAR.COM				
185		02/23 AP		07/19/22	0397361	BELLIS, RYAN	139.05			08/04/22
						RMB:UNIFORM ALLOWANCE SCHEELS				
146		01/23 AP		07/17/22	0397324	SMITH JR, TIMOTHY B	56.19			07/29/22
						RMB:UNIFORM ALLOWANCE AMAZON				
						ACCOUNT TOTAL	374.51	.00		374.51
101-6613-433.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
2364		12/22 AP		07/31/22	0397327	CMRS-POC	1.79			08/02/22
						POC#8031880-REPL.POSTAGE 05/25/22-07/31/22				
						ACCOUNT TOTAL	1.79	.00		1.79
101-6613-433.85-01						UTILITIES / UTILITIES				
2362		12/22 AP		07/05/22	0397319	CEDAR FALLS UTILITIES	324.70			07/29/22
						UTILITIES THRU 7/5/22				
						ACCOUNT TOTAL	324.70	.00		324.70
101-6616-446.85-01						UTILITIES / UTILITIES				
2362		12/22 AP		07/05/22	0397319	CEDAR FALLS UTILITIES	2,848.85			07/29/22
						UTILITIES THRU 7/5/22				
146		01/23 AP		07/10/22	0397320	CEDAR FALLS UTILITIES	3,783.31			07/29/22
						UTILITIES THRU 7/10/22				
						ACCOUNT TOTAL	6,632.16	.00		6,632.16
101-6623-423.85-01						UTILITIES / UTILITIES				
2362		12/22 AP		07/05/22	0397319	CEDAR FALLS UTILITIES	319.25			07/29/22
						UTILITIES THRU 7/5/22				
						ACCOUNT TOTAL	319.25	.00		319.25
101-6625-432.72-99						OPERATING SUPPLIES / POSTAGE				
2364		12/22 AP		07/31/22	0397327	CMRS-POC	753.39			08/02/22
						POC#8031880-REPL.POSTAGE 05/25/22-07/31/22				
						ACCOUNT TOTAL	753.39	.00		753.39
101-6633-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
2364		12/22 AP		07/31/22	0397327	CMRS-POC	196.12			08/02/22
						POC#8031880-REPL.POSTAGE 05/25/22-07/31/22				

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FUND 101 GENERAL FUND										
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
ACCOUNT TOTAL							196.12	.00	196.12	
101-6633-423.85-01 UTILITIES / UTILITIES										
2362		12/22 AP		07/05/22	0397319	CEDAR FALLS UTILITIES	1,536.63			07/29/22
UTILITIES THRU 7/5/22										
ACCOUNT TOTAL							1,536.63	.00	1,536.63	
FUND TOTAL							104,094.13	40.21	104,053.92	
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL										
2362		12/22 AP		07/05/22	0397319	CEDAR FALLS UTILITIES	167.71			07/29/22
UTILITIES THRU 7/5/22										
ACCOUNT TOTAL							167.71	.00	167.71	
206-6637-436.72-99 OPERATING SUPPLIES / POSTAGE										
2364		12/22 AP		07/31/22	0397327	CMRS-POC	13.41			08/02/22
POC#8031880-REPL.POSTAGE 05/25/22-07/31/22										
ACCOUNT TOTAL							13.41	.00	13.41	
206-6637-436.85-01 UTILITIES / UTILITIES										
2362		12/22 AP		07/05/22	0397319	CEDAR FALLS UTILITIES	44.25			07/29/22
UTILITIES THRU 7/5/22										
ACCOUNT TOTAL							44.25	.00	44.25	
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2364		12/22 AP		07/31/22	0397327	CMRS-POC	7.62			08/02/22
POC#8031880-REPL.POSTAGE 05/25/22-07/31/22										
ACCOUNT TOTAL							7.62	.00	7.62	
206-6647-436.85-01 UTILITIES / UTILITIES										
2362		12/22 AP		07/05/22	0397319	CEDAR FALLS UTILITIES	765.75			07/29/22
UTILITIES THRU 7/5/22										
ACCOUNT TOTAL							765.75	.00	765.75	

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FUND 206 STREET CONSTRUCTION FUND									
					FUND TOTAL	998.74	.00	998.74	
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.72-99					OPERATING SUPPLIES / POSTAGE				
2364		12/22	AP	07/31/22	0038742 CMRS-POC	225.45			08/02/22
					POC#8031880-REPL.POSTAGE				05/25/22-07/31/22
					ACCOUNT TOTAL	225.45	.00	225.45	
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED									
147		02/23	AP	08/01/22	0038725 RINNELS, DOUGLAS G.	304.00			07/29/22
					HAP Wierck L 082022				
147		02/23	AP	08/01/22	0038679 CHESTNUT, SHAWN	489.00			07/29/22
					HAP Chestnut N 082022				
147		02/23	AP	08/01/22	0038691 EXCEPTIONAL PERSONS,INC.	420.00			07/29/22
					HAP Blake M 082022				
147		02/23	AP	08/01/22	0038691 EXCEPTIONAL PERSONS,INC.	115.00			07/29/22
					HAP Houdek C 082022				
147		02/23	AP	08/01/22	0038691 EXCEPTIONAL PERSONS,INC.	305.00			07/29/22
					HAP Poldberg J 082022				
147		02/23	AP	08/01/22	0038691 EXCEPTIONAL PERSONS,INC.	412.00			07/29/22
					HAP Myers J 082022				
147		02/23	AP	08/01/22	0038691 EXCEPTIONAL PERSONS,INC.	374.00			07/29/22
					HAP Nissen A 082022				
147		02/23	AP	08/01/22	0038691 EXCEPTIONAL PERSONS,INC.	451.00			07/29/22
					HAP Anderson B 082022				
147		02/23	AP	08/01/22	0038698 GOLD FALLS VILLA	460.00			07/29/22
					HAP Shuman J 082022				
147		02/23	AP	08/01/22	0038694 GEELAN, JOSEPH N.	369.00			07/29/22
					HAP Becker T 082022				
147		02/23	AP	08/01/22	0038694 GEELAN, JOSEPH N.	380.00			07/29/22
					HAP Juhl A 082022				
147		02/23	AP	08/01/22	0038670 BARTELT PROPERTIES L.C.	1,018.00			07/29/22
					HAP Avino G 082022				
147		02/23	AP	08/01/22	0038670 BARTELT PROPERTIES L.C.	509.00			07/29/22
					HAP Luck L 082022				
147		02/23	AP	08/01/22	0038670 BARTELT PROPERTIES L.C.	553.00			07/29/22
					HAP Woodward C 082022				
147		02/23	AP	08/01/22	0038688 EDGE MANAGEMENT GROUP, LLC	764.00			07/29/22
					HAP Young C 082022				
147		02/23	AP	08/01/22	0038735 VALDIVIA, OSCAR J.	1,049.00			07/29/22
					HAP Davis C 082022				
147		02/23	AP	08/01/22	0038683 COOK CO.HOUSING AUTHORITY	205.00			07/29/22
					HAP Goldstein K 082022				
147		02/23	AP	08/01/22	0038738 WILKEN PROPERTIES, LLC	536.00			07/29/22
					HAP Barfels K 082022				

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
147		02/23 AP		08/01/22	0038723	PURDY PROPERTIES, LLC	933.00		07/29/22	
		HAP Cummings A 082022								
147		02/23 AP		08/01/22	0038672	BETH N BROS LLC	853.00		07/29/22	
		HAP Beaman D 082022								
147		02/23 AP		08/01/22	0038686	D & J PROPERTIES	336.00		07/29/22	
		HAP Wilson T 082022								
147		02/23 AP		08/01/22	0038686	D & J PROPERTIES	464.00		07/29/22	
		HAP Redd S 082022								
147		02/23 AP		08/01/22	0038686	D & J PROPERTIES	495.00		07/29/22	
		HAP Grant F 082022								
147		02/23 AP		08/01/22	0038686	D & J PROPERTIES	297.00		07/29/22	
		HAP Rogers S 082022								
147		02/23 AP		08/01/22	0038686	D & J PROPERTIES	587.00		07/29/22	
		HAP Terry M 082022								
147		02/23 AP		08/01/22	0038685	CV PROPERTIES, LLC	509.00		07/29/22	
		HAP Langel A 082022								
147		02/23 AP		08/01/22	0038685	CV PROPERTIES, LLC	383.00		07/29/22	
		HAP Barr G 082022								
147		02/23 AP		08/01/22	0038728	STANDARD FAMILY ASSIST.LIVING	261.00		07/29/22	
		HAP Refshaug T 082022								
147		02/23 AP		08/01/22	0038676	CEDAR APARTMENTS LLC	233.00		07/29/22	
		HAP Becerra C 082022								
147		02/23 AP		08/01/22	0038676	CEDAR APARTMENTS LLC	154.00		07/29/22	
		HAP Groskurth D 082022								
147		02/23 AP		08/01/22	0038731	SWEETING, LARRY	753.00		07/29/22	
		HAP Schumacher D 082022								
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	280.00		07/29/22	
		HAP Vognsen P 082022								
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	499.00		07/29/22	
		HAP Graves D 082022								
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	422.00		07/29/22	
		HAP Good S 082022								
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	368.00		07/29/22	
		HAP Wright S 082022								
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	287.00		07/29/22	
		HAP Ford M 082022								
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	497.00		07/29/22	
		HAP Henning S 082022								
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	466.00		07/29/22	
		HAP Turner S 082022								
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	439.00		07/29/22	
		HAP Strickland L 082022								
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	215.00		07/29/22	
		HAP Martin H 082022								
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	211.00		07/29/22	
		HAP Matthias L 082022								
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	405.00		07/29/22	
		HAP Lebahn B 082022								
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	503.00		07/29/22	

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
						HAP Stegen R 082022				
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	193.00		07/29/22	
						HAP Stock M 082022				
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	222.00		07/29/22	
						HAP Wray M 082022				
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	436.00		07/29/22	
						HAP Greene L 082022				
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	489.00		07/29/22	
						HAP Howe J 082022				
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	396.00		07/29/22	
						HAP Hayden J 082022				
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	29.00		07/29/22	
						HAP Lenz J 082022				
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	222.00		07/29/22	
						HAP Stevens R 082022				
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	346.00		07/29/22	
						HAP Shelton S 082022				
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	105.00		07/29/22	
						HAP Brown J 082022				
147		02/23 AP		08/01/22	0038734	THUNDER RIDGE SR.APARTMENTS L	143.00		07/29/22	
						HAP Garvis C 082022				
147		02/23 AP		08/01/22	0038697	GLENN, MATTHEW	279.00		07/29/22	
						HAP Clayton R 082022				
147		02/23 AP		08/01/22	0038736	VILLAGE I AT NINE23 APARTMENT	401.00		07/29/22	
						HAP Aswegan S 082022				
147		02/23 AP		08/01/22	0038736	VILLAGE I AT NINE23 APARTMENT	368.00		07/29/22	
						HAP Cameron J 082022				
147		02/23 AP		08/01/22	0038736	VILLAGE I AT NINE23 APARTMENT	430.00		07/29/22	
						HAP Brandt D 082022				
147		02/23 AP		08/01/22	0038736	VILLAGE I AT NINE23 APARTMENT	454.00		07/29/22	
						HAP Moore D 082022				
147		02/23 AP		08/01/22	0038736	VILLAGE I AT NINE23 APARTMENT	327.00		07/29/22	
						HAP Greene D 082022				
147		02/23 AP		08/01/22	0038736	VILLAGE I AT NINE23 APARTMENT	226.00		07/29/22	
						HAP Bradley J 082022				
147		02/23 AP		08/01/22	0038736	VILLAGE I AT NINE23 APARTMENT	106.00		07/29/22	
						HAP Dixon S 082022				
147		02/23 AP		08/01/22	0038736	VILLAGE I AT NINE23 APARTMENT	536.00		07/29/22	
						HAP Clark T 082022				
147		02/23 AP		08/01/22	0038736	VILLAGE I AT NINE23 APARTMENT	73.00		07/29/22	
						HAP Porter J 082022				
147		02/23 AP		08/01/22	0038736	VILLAGE I AT NINE23 APARTMENT	687.00		07/29/22	
						HAP Henderson D 082022				
147		02/23 AP		08/01/22	0038736	VILLAGE I AT NINE23 APARTMENT	232.00		07/29/22	
						HAP Havlik C 082022				
147		02/23 AP		08/01/22	0038736	VILLAGE I AT NINE23 APARTMENT	427.00		07/29/22	
						HAP Temple S 082022				
147		02/23 AP		08/01/22	0038736	VILLAGE I AT NINE23 APARTMENT	430.00		07/29/22	
						HAP Gordon Jr. T 082022				

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
147		02/23 AP		08/01/22	0038736 VILLAGE I AT NINE23 APARTMENT	254.00		07/29/22	
		HAP Aswegan J 082022							
147		02/23 AP		08/01/22	0038736 VILLAGE I AT NINE23 APARTMENT	237.00		07/29/22	
		HAP Vaughn S 082022							
147		02/23 AP		08/01/22	0038736 VILLAGE I AT NINE23 APARTMENT	455.00		07/29/22	
		HAP Redd A 082022							
147		02/23 AP		08/01/22	0038736 VILLAGE I AT NINE23 APARTMENT	506.00		07/29/22	
		HAP Smith T 082022							
147		02/23 AP		08/01/22	0038736 VILLAGE I AT NINE23 APARTMENT	453.00		07/29/22	
		HAP Nelson B 082022							
147		02/23 AP		08/01/22	0038736 VILLAGE I AT NINE23 APARTMENT	569.00		07/29/22	
		HAP Fry S 082022							
147		02/23 AP		08/01/22	0038736 VILLAGE I AT NINE23 APARTMENT	289.00		07/29/22	
		HAP Ford D 082022							
147		02/23 AP		08/01/22	0038736 VILLAGE I AT NINE23 APARTMENT	430.00		07/29/22	
		HAP Smith W 082022							
147		02/23 AP		08/01/22	0038736 VILLAGE I AT NINE23 APARTMENT	705.00		07/29/22	
		HAP Harper S 082022							
147		02/23 AP		08/01/22	0038736 VILLAGE I AT NINE23 APARTMENT	569.00		07/29/22	
		HAP Ducharme T 082022							
147		02/23 AP		08/01/22	0038736 VILLAGE I AT NINE23 APARTMENT	461.00		07/29/22	
		HAP Swartley J 082022							
147		02/23 AP		08/01/22	0038736 VILLAGE I AT NINE23 APARTMENT	489.00		07/29/22	
		HAP Prior L 082022							
147		02/23 AP		08/01/22	0038677 CEDAR FALLS UTILITIES-SEC.8	78.00		07/29/22	
		BALM 4535924167							
147		02/23 AP		08/01/22	0038677 CEDAR FALLS UTILITIES-SEC.8	46.00		07/29/22	
		Rule 9816666531							
147		02/23 AP		08/01/22	0038677 CEDAR FALLS UTILITIES-SEC.8	14.00		07/29/22	
		Guzzle 7174748062							
147		02/23 AP		08/01/22	0038677 CEDAR FALLS UTILITIES-SEC.8	4.00		07/29/22	
		Forney 5525104763							
147		02/23 AP		08/01/22	0038677 CEDAR FALLS UTILITIES-SEC.8	122.00		07/29/22	
		Grisby 3375820084							
147		02/23 AP		08/01/22	0038677 CEDAR FALLS UTILITIES-SEC.8	111.00		07/29/22	
		Jurries 7681775462							
147		02/23 AP		08/01/22	0038677 CEDAR FALLS UTILITIES-SEC.8	148.00		07/29/22	
		Archer 9095290344							
147		02/23 AP		08/01/22	0038677 CEDAR FALLS UTILITIES-SEC.8	54.00		07/29/22	
		BRINER 6898932426							
147		02/23 AP		08/01/22	0038677 CEDAR FALLS UTILITIES-SEC.8	210.00		07/29/22	
		Lowe 8726127079							
147		02/23 AP		08/01/22	0038677 CEDAR FALLS UTILITIES-SEC.8	101.00		07/29/22	
		Prior 5694286669							
147		02/23 AP		08/01/22	0038677 CEDAR FALLS UTILITIES-SEC.8	100.00		07/29/22	
		Harper 8446710175							
147		02/23 AP		08/01/22	0038677 CEDAR FALLS UTILITIES-SEC.8	100.00		07/29/22	
		Mullins 9837918987							
147		02/23 AP		08/01/22	0038715 MALBEC PROPERTIES, LLC	416.00		07/29/22	

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
						HAP Smith T 082022				
147				02/23	AP 08/01/22 0038715	MALBEC PROPERTIES, LLC	410.00		07/29/22	
						HAP Himes G 082022				
147				02/23	AP 08/01/22 0038715	MALBEC PROPERTIES, LLC	428.00		07/29/22	
						HAP Halterman A 082022				
147				02/23	AP 08/01/22 0038715	MALBEC PROPERTIES, LLC	424.00		07/29/22	
						HAP Hepker D 082022				
147				02/23	AP 08/01/22 0038715	MALBEC PROPERTIES, LLC	225.00		07/29/22	
						HAP Stevens B 082022				
147				02/23	AP 08/01/22 0038680	CHRISTOPHERSON RENTALS	688.00		07/29/22	
						HAP Hoffert J 082022				
147				02/23	AP 08/01/22 0038680	CHRISTOPHERSON RENTALS	533.00		07/29/22	
						HAP Hunt M 082022				
147				02/23	AP 08/01/22 0038680	CHRISTOPHERSON RENTALS	216.00		07/29/22	
						HAP Sherwood S 082022				
147				02/23	AP 08/01/22 0038680	CHRISTOPHERSON RENTALS	643.00		07/29/22	
						HAP Dyer A 082022				
147				02/23	AP 08/01/22 0038680	CHRISTOPHERSON RENTALS	589.00		07/29/22	
						HAP Keys A 082022				
147				02/23	AP 08/01/22 0038680	CHRISTOPHERSON RENTALS	631.00		07/29/22	
						HAP Ricks F 082022				
147				02/23	AP 08/01/22 0038680	CHRISTOPHERSON RENTALS	81.00		07/29/22	
						HAP Hall T 082022				
147				02/23	AP 08/01/22 0038680	CHRISTOPHERSON RENTALS	335.00		07/29/22	
						HAP Ross Z 082022				
147				02/23	AP 08/01/22 0038680	CHRISTOPHERSON RENTALS	193.00		07/29/22	
						HAP Schwaab A 082022				
147				02/23	AP 08/01/22 0038680	CHRISTOPHERSON RENTALS	206.00		07/29/22	
						HAP Sumerall T 082022				
147				02/23	AP 08/01/22 0038717	MELICK, KENT L.	615.00		07/29/22	
						HAP Drewelow D 082022				
147				02/23	AP 08/01/22 0038722	PETERSEN, RANDEL	605.00		07/29/22	
						HAP Brown S 082022				
147				02/23	AP 08/01/22 0038718	MHP 2216 LINCOLN STREET, LLC	460.00		07/29/22	
						HAP Wilder S 082022				
147				02/23	AP 08/01/22 0038718	MHP 2216 LINCOLN STREET, LLC	575.00		07/29/22	
						HAP Rule S 082022				
147				02/23	AP 08/01/22 0038718	MHP 2216 LINCOLN STREET, LLC	316.00		07/29/22	
						HAP Cochran S 082022				
147				02/23	AP 08/01/22 0038718	MHP 2216 LINCOLN STREET, LLC	451.00		07/29/22	
						HAP Malone S 082022				
147				02/23	AP 08/01/22 0038718	MHP 2216 LINCOLN STREET, LLC	330.00		07/29/22	
						HAP Jones T 082022				
147				02/23	AP 08/01/22 0038696	GLEESON II, JAMES G.	800.00		07/29/22	
						HAP Prior D 082022				
147				02/23	AP 08/01/22 0038690	EPM IOWA	618.00		07/29/22	
						HAP Thompson T 082022				
147				02/23	AP 08/01/22 0038690	EPM IOWA	411.00		07/29/22	
						HAP Frisch K 082022				

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
147		02/23 AP		08/01/22	0038687	DC MANAGEMENT, LLC	480.00		07/29/22	
		HAP White M 082022								
147		02/23 AP		08/01/22	0038714	LEGACY RESIDENTIAL	179.00		07/29/22	
		HAP Jordan L 082022								
147		02/23 AP		08/01/22	0038720	OWL INVESTMENTS, LLC	509.00		07/29/22	
		HAP Schroeder S 082022								
147		02/23 AP		08/01/22	0038684	CRESCENT CONDOMINIUMS, LLC	435.00		07/29/22	
		HAP Lohr K 082022								
147		02/23 AP		08/01/22	0038701	HARRINGTON'S RENTAL LLC	544.00		07/29/22	
		HAP Larronda E 082022								
147		02/23 AP		08/01/22	0038692	FERNHOLZ, KARI L.	794.00		07/29/22	
		HAP Carlton D 082022								
147		02/23 AP		08/01/22	0038726	ROGERS, DERICK	825.00		07/29/22	
		HAP Sherwood J 082022								
147		02/23 AP		08/01/22	0038726	ROGERS, DERICK	1,200.00		07/29/22	
		HAP Santiago-Lebro 082022								
147		02/23 AP		08/01/22	0038708	KAI, BRENT	278.00		07/29/22	
		HAP Hamilton T 082022								
147		02/23 AP		08/01/22	0038727	STAND FIRM PROPERTIES LLC	395.00		07/29/22	
		HAP Hodge G 082022								
147		02/23 AP		08/01/22	0038727	STAND FIRM PROPERTIES LLC	559.00		07/29/22	
		HAP Rousseau G 082022								
147		02/23 AP		08/01/22	0038741	WYMORE, LARRY R.	532.00		07/29/22	
		HAP MOFFETT J 082022								
147		02/23 AP		08/01/22	0038706	JDR PROPERTIES, INC.	161.00		07/29/22	
		HAP Poock V 082022								
147		02/23 AP		08/01/22	0038740	WINGSB, LLC	358.00		07/29/22	
		HAP Johnson A 082022								
147		02/23 AP		08/01/22	0038707	JLL EXTENDED STAY INN	319.00		07/29/22	
		HAP Moore E 082022								
147		02/23 AP		08/01/22	0038707	JLL EXTENDED STAY INN	178.00		07/29/22	
		HAP Zanders D 082022								
147		02/23 AP		08/01/22	0038713	LARSEN RENTALS LLC	484.00		07/29/22	
		HAP Boyd J 082022								
147		02/23 AP		08/01/22	0038713	LARSEN RENTALS LLC	800.00		07/29/22	
		HAP Grisby C 082022								
147		02/23 AP		08/01/22	0038737	VILLAGE II AT NINE23 APARTMEN	189.00		07/29/22	
		HAP Hoodjer S 082022								
147		02/23 AP		08/01/22	0038737	VILLAGE II AT NINE23 APARTMEN	332.00		07/29/22	
		HAP Frazier T 082022								
147		02/23 AP		08/01/22	0038737	VILLAGE II AT NINE23 APARTMEN	424.00		07/29/22	
		HAP Lam K 082022								
147		02/23 AP		08/01/22	0038737	VILLAGE II AT NINE23 APARTMEN	436.00		07/29/22	
		HAP Humphrey E 082022								
147		02/23 AP		08/01/22	0038737	VILLAGE II AT NINE23 APARTMEN	580.00		07/29/22	
		HAP BALM D 082022								
147		02/23 AP		08/01/22	0038737	VILLAGE II AT NINE23 APARTMEN	722.00		07/29/22	
		HAP Forney A 082022								
147		02/23 AP		08/01/22	0038737	VILLAGE II AT NINE23 APARTMEN	319.00		07/29/22	

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED <span style="float:right">continued</span>										
147				02/23	AP 08/01/22 0038737	VILLAGE II AT NINE23 APARTMEN	461.00		07/29/22	
147				02/23	AP 08/01/22 0038737	VILLAGE II AT NINE23 APARTMEN	357.00		07/29/22	
147				02/23	AP 08/01/22 0038737	VILLAGE II AT NINE23 APARTMEN	328.00		07/29/22	
147				02/23	AP 08/01/22 0038737	VILLAGE II AT NINE23 APARTMEN	333.00		07/29/22	
147				02/23	AP 08/01/22 0038737	VILLAGE II AT NINE23 APARTMEN	703.00		07/29/22	
147				02/23	AP 08/01/22 0038737	VILLAGE II AT NINE23 APARTMEN	435.00		07/29/22	
147				02/23	AP 08/01/22 0038737	VILLAGE II AT NINE23 APARTMEN	436.00		07/29/22	
147				02/23	AP 08/01/22 0038737	VILLAGE II AT NINE23 APARTMEN	367.00		07/29/22	
147				02/23	AP 08/01/22 0038737	VILLAGE II AT NINE23 APARTMEN	118.00		07/29/22	
147				02/23	AP 08/01/22 0038737	VILLAGE II AT NINE23 APARTMEN	430.00		07/29/22	
147				02/23	AP 08/01/22 0038737	VILLAGE II AT NINE23 APARTMEN	429.00		07/29/22	
147				02/23	AP 08/01/22 0038737	VILLAGE II AT NINE23 APARTMEN	444.00		07/29/22	
147				02/23	AP 08/01/22 0038737	VILLAGE II AT NINE23 APARTMEN	678.00		07/29/22	
147				02/23	AP 08/01/22 0038737	VILLAGE II AT NINE23 APARTMEN	405.00		07/29/22	
147				02/23	AP 08/01/22 0038737	VILLAGE II AT NINE23 APARTMEN	309.00		07/29/22	
147				02/23	AP 08/01/22 0038737	VILLAGE II AT NINE23 APARTMEN	150.00		07/29/22	
147				02/23	AP 08/01/22 0038737	VILLAGE II AT NINE23 APARTMEN	13.00		07/29/22	
147				02/23	AP 08/01/22 0038737	VILLAGE II AT NINE23 APARTMEN	722.00		07/29/22	
147				02/23	AP 08/01/22 0038737	VILLAGE II AT NINE23 APARTMEN	649.00		07/29/22	
147				02/23	AP 08/01/22 0038737	VILLAGE II AT NINE23 APARTMEN	245.00		07/29/22	
147				02/23	AP 08/01/22 0038702	HOUSING AUTHORITY OF JOLIET	1,067.00		07/29/22	
147				02/23	AP 08/01/22 0038702	HOUSING AUTHORITY OF JOLIET	1,960.00		07/29/22	
147				02/23	AP 08/01/22 0038703	HOWARD, BRAD	1,008.00		07/29/22	
147				02/23	AP 08/01/22 0038712	KREMER PROPERTIES LLC	737.00		07/29/22	

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
147		02/23 AP		08/01/22	0038711	KRAAYENBRINK, RANDY L.	654.00			07/29/22
		HAP_Cafferty M 082022								
147		02/23 AP		08/01/22	0038711	KRAAYENBRINK, RANDY L.	852.00			07/29/22
		HAP_Ewing J 082022								
147		02/23 AP		08/01/22	0038711	KRAAYENBRINK, RANDY L.	790.00			07/29/22
		HAP_Maltas M 082022								
147		02/23 AP		08/01/22	0038681	CNC INVESTMENTS, LLC	985.00			07/29/22
		HAP_Carrillo D 082022								
147		02/23 AP		08/01/22	0038724	R & R RENTAL PROPERTIES, LLC	489.00			07/29/22
		HAP_Stewart J 082022								
147		02/23 AP		08/01/22	0038673	BUTLER, MICHAEL	495.00			07/29/22
		HAP_Cochran C 082022								
147		02/23 AP		08/01/22	0038704	HUNTER PROPERTY LLC	768.00			07/29/22
		HAP_Thompson L 082022								
147		02/23 AP		08/01/22	0038700	HAGEDORN, JEREMIAH	796.00			07/29/22
		HAP_Gottfried L 082022								
147		02/23 AP		08/01/22	0038730	SUNRISE PROPERTIES LLC	291.00			07/29/22
		HAP_Lake L 082022								
147		02/23 AP		08/01/22	0038710	KOG PROPERTIES LLC	1,121.00			07/29/22
		HAP_Atkins T 082022								
147		02/23 AP		08/01/22	0038710	KOG PROPERTIES LLC	1,300.00			07/29/22
		HAP_Archer A 082022								
147		02/23 AP		08/01/22	0038699	GOV, LLC	1,100.00			07/29/22
		HAP_Guzzle T 082022								
147		02/23 AP		08/01/22	0038675	CARL ERICSON	867.00			07/29/22
		HAP_Burk B 082022								
147		02/23 AP		08/01/22	0038721	PANHWAR, ABDUL	17.00			07/29/22
		HAP_Mussman C 082022								
147		02/23 AP		08/01/22	0038709	KIDWELL, STEVE	599.00			07/29/22
		HAP_Tomlyanovich C 082022								
147		02/23 AP		08/01/22	0038682	CND PROPERTIES LLC	281.00			07/29/22
		HAP_Gilmore A 082022								
147		02/23 AP		08/01/22	0038739	WINGERT, BRIAN	385.00			07/29/22
		HAP_Holden K 082022								
147		02/23 AP		08/01/22	0038729	STEIN INVESTMENTS, LLC	1,234.00			07/29/22
		HAP_Gordon A 082022								
147		02/23 AP		08/01/22	0038719	OAKVIEW PROPERTIES LLC	1,000.00			07/29/22
		HAP_Jurries P 082022								
147		02/23 AP		08/01/22	0038678	CEDAR VALLEY LIVING LLC	216.00			07/29/22
		HAP_Bachman K 082022								
147		02/23 AP		08/01/22	0038678	CEDAR VALLEY LIVING LLC	429.00			07/29/22
		HAP_Galvez Munguia 082022								
147		02/23 AP		08/01/22	0038678	CEDAR VALLEY LIVING LLC	224.00			07/29/22
		HAP_White L 082022								
147		02/23 AP		08/01/22	0038733	THIRD AVE PLACE LLC	835.00			07/29/22
		HAP_Boehmer R 082022								
147		02/23 AP		08/01/22	0038689	ELMCREST ESTATES, L.C.	422.00			07/29/22
		HAP_Davis D 082022								
147		02/23 AP		08/01/22	0038716	MCKERNAN, JAMES M.	345.00			07/29/22

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217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
147				02/23 AP 08/01/22	0038693	G P MANAGEMENT LLC	414.00			07/29/22
147				02/23 AP 08/01/22	0038732	T.J.J.C. L.L.C.	282.00			07/29/22
147				02/23 AP 08/01/22	0038732	T.J.J.C. L.L.C.	204.00			07/29/22
147				02/23 AP 08/01/22	0038732	T.J.J.C. L.L.C.	524.00			07/29/22
147				02/23 AP 08/01/22	0038695	GERDES III, BENJAMIN P.	597.00			07/29/22
147				02/23 AP 08/01/22	0038695	GERDES III, BENJAMIN P.	726.00			07/29/22
147				02/23 AP 08/01/22	0038695	GERDES III, BENJAMIN P.	307.00			07/29/22
147				02/23 AP 08/01/22	0038695	GERDES III, BENJAMIN P.	1,333.00			07/29/22
147				02/23 AP 08/01/22	0038695	GERDES III, BENJAMIN P.	1,527.00			07/29/22
147				02/23 AP 08/01/22	0038705	J & A PROPERTIES	1,300.00			07/29/22
147				02/23 AP 08/01/22	0038671	BARTELT RENTALS L.C.	472.00			07/29/22
147				02/23 AP 08/01/22	0038671	BARTELT RENTALS L.C.	994.00			07/29/22
147				02/23 AP 08/01/22	0038674	C & H HOLDINGS LLC	721.00			07/29/22
ACCOUNT TOTAL							95,536.00	.00		95,536.00
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS										
147				02/23 AP 08/01/22	0038683	COOK CO.HOUSING AUTHORITY	34.16			07/29/22
147				02/23 AP 08/01/22	0038702	HOUSING AUTHORITY OF JOLIET	48.79			07/29/22
147				02/23 AP 08/01/22	0038702	HOUSING AUTHORITY OF JOLIET	48.79			07/29/22
ACCOUNT TOTAL							131.74	.00		131.74
FUND TOTAL							95,893.19	.00		95,893.19

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FUND 223 COMMUNITY BLOCK GRANT										
2364		12/22 AP		07/31/22	0004751	CMRS-POC	11.06			08/02/22
					POC#8031880-REPL.POSTAGE	05/25/22-07/31/22				
ACCOUNT TOTAL							11.06	0.00	11.06	
223-2224-432.88-33 OUTSIDE AGENCIES / NORTHEAST IOWA FOOD BANK										
2371		12/22 AP		08/01/22	0004753	NORTHEAST IOWA FOOD BANK	1,248.68			08/04/22
					CDBG 4TH QTR. FY22					
ACCOUNT TOTAL							1,248.68	0.00	1,248.68	
223-2224-432.89-66 MISCELLANEOUS SERVICES / STATE CARES - CV2										
2371		12/22 AP		08/01/22	0004752	NORTHEAST IOWA FOOD BANK	4,275.98			08/04/22
					IEDA-STATE CARES CV2					
PROJECT#:		022353								
ACCOUNT TOTAL							4,275.98	0.00	4,275.98	
FUND TOTAL							5,535.72	0.00	5,535.72	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT										
202		02/23 AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	27.00			08/08/22
					PROJECT#: 023283	3283-MAIN ST RECONSTRUCT				
						TEMP.CONST.EASE.-PERM PLN				
202		02/23 AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	27.00			08/08/22
					PROJECT#: 023283	3283-MAIN ST RECONSTRUCT				
						TEMP.CONST.EASE.-PRIEBE				
202		02/23 AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	37.00			08/08/22
					PROJECT#: 023283	3283-MAIN ST RECONSTRUCT				
						TEMP.CONST.EASE.-SHYMANSK				
202		02/23 AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	27.00			08/08/22
					PROJECT#: 023283	3283-MAIN ST RECONSTRUCT				
						TEMP.CONST.EASE.-1 PRESBY				
202		02/23 AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	37.00			08/08/22
					PROJECT#: 023283	3283-MAIN ST RECONSTRUCT				
						TEMP.CONST.EASE.-122SHYMA				
202		02/23 AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	37.00			08/08/22
					PROJECT#: 023283	3283-MAIN ST RECONSTRUCT				
						TEMP.CONST.EASE.-123SHYMA				
202		02/23 AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	27.00			08/08/22
					PROJECT#: 023283	3283-MAIN ST RECONSTRUCT				
						TEMP.CONST.EASE.-DEV PROP				
202		02/23 AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	27.00			08/08/22

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FUND 242 STREET REPAIR FUND										
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT continued										
3283-MAIN ST RECONSTRUCT TEMP.CONST.EASE.-WYTH FLT										
PROJECT#:		023283								
202	02/23	AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	32.00		08/08/22	
3283-MAIN ST RECONSTRUCT TEMP.CONST.EASE.-BAUCH										
PROJECT#:		023283								
202	02/23	AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	27.00		08/08/22	
3283-MAIN ST RECONSTRUCT TEMP.CONST.EASE.-NELSON F										
PROJECT#:		023283								
202	02/23	AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	27.00		08/08/22	
3283-MAIN ST RECONSTRUCT TEMP.CONST.EASE.-SCHMITT										
PROJECT#:		023283								
202	02/23	AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	27.00		08/08/22	
3283-MAIN ST RECONSTRUCT TEMP.CONST.EASE.-KNOX										
PROJECT#:		023283								
202	02/23	AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	27.00		08/08/22	
3283-MAIN ST RECONSTRUCT TEMP.CONST.EASE.-RASMUSO										
PROJECT#:		023283								
202	02/23	AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	32.00		08/08/22	
3283-MAIN ST RECONSTRUCT TEMP.CONST.EASE.-ESTATE R										
PROJECT#:		023283								
202	02/23	AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	27.00		08/08/22	
3283-MAIN ST RECONSTRUCT TEMP.CONST.EASE.-ASCHERL										
PROJECT#:		023283								
202	02/23	AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	27.00		08/08/22	
3283-MAIN ST RECONSTRUCT TEMP.CONST.EASE.-PONTIOUS										
PROJECT#:		023283								
202	02/23	AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	27.00		08/08/22	
3283-MAIN ST RECONSTRUCT TEMP.CONST.EASE.-STINER										
PROJECT#:		023283								
202	02/23	AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	27.00		08/08/22	
3283-MAIN ST RECONSTRUCT TEMP.CONST.EASE.-MAKA PRO										
PROJECT#:		023283								
202	02/23	AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	27.00		08/08/22	
3283-MAIN ST RECONSTRUCT TEMP.CONST.EASE.-FREED RE										
PROJECT#:		023283								
202	02/23	AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	27.00		08/08/22	
3283-MAIN ST RECONSTRUCT TEMP.CONST.EASE.-VETTER										
PROJECT#:		023283								
202	02/23	AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	27.00		08/08/22	
3283-MAIN ST RECONSTRUCT TEMP.CONST.EASE.-SLINKER										
PROJECT#:		023283								
202	02/23	AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	27.00		08/08/22	
3283-MAIN ST RECONSTRUCT TEMP.CONST.EASE.-REISETTE										
PROJECT#:		023283								
202	02/23	AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	27.00		08/08/22	
3283-MAIN ST RECONSTRUCT TEMP.CONST.EASE.-CLAYTON										
PROJECT#:		023283								
202	02/23	AP		08/04/22	0397373	BLACK HAWK CO.RECORDER	27.00		08/08/22	
3283-MAIN ST RECONSTRUCT TEMP.CONST.EASE.-R ROBERT										

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FUND 242 STREET REPAIR FUND									
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT						continued			
PROJECT#: 023283									
202		02/23 AP		08/04/22	0397373 BLACK HAWK CO.RECORDER	27.00		08/08/22	
					3283-MAIN ST RECONSTRUCT				
PROJECT#: 023283									
202		02/23 AP		08/04/22	0397373 BLACK HAWK CO.RECORDER	27.00		08/08/22	
					3283-MAIN ST RECONSTRUCT				
PROJECT#: 023283									
202		02/23 AP		08/04/22	0397373 BLACK HAWK CO.RECORDER	27.00		08/08/22	
					3283-MAIN ST RECONSTRUCT				
PROJECT#: 023283									
202		02/23 AP		08/04/22	0397373 BLACK HAWK CO.RECORDER	27.00		08/08/22	
					3283-MAIN ST RECONSTRUCT				
PROJECT#: 023283									
202		02/23 AP		08/04/22	0397373 BLACK HAWK CO.RECORDER	27.00		08/08/22	
					3283-MAIN ST RECONSTRUCT				
PROJECT#: 023283									
202		02/23 AP		08/04/22	0397373 BLACK HAWK CO.RECORDER	27.00		08/08/22	
					3283-MAIN ST RECONSTRUCT				
PROJECT#: 023283									
122		01/23 AP		07/26/22	0397313 BLACK HAWK CO.RECORDER	27.00		07/27/22	
					3283-MAIN ST RECONSTRUCT				
PROJECT#: 023283									
122		01/23 AP		07/26/22	0397313 BLACK HAWK CO.RECORDER	27.00		07/27/22	
					3283-MAIN ST RECONSTRUCT				
PROJECT#: 023283									
122		01/23 AP		07/26/22	0397313 BLACK HAWK CO.RECORDER	27.00		07/27/22	
					3283-MAIN ST RECONSTRUCT				
PROJECT#: 023283									
122		01/23 AP		07/26/22	0397313 BLACK HAWK CO.RECORDER	27.00		07/27/22	
					3283-MAIN ST RECONSTRUCT				
PROJECT#: 023283									
122		01/23 AP		07/26/22	0397313 BLACK HAWK CO.RECORDER	27.00		07/27/22	
					3283-MAIN ST RECONSTRUCT				
PROJECT#: 023283									
122		01/23 AP		07/26/22	0397313 BLACK HAWK CO.RECORDER	27.00		07/27/22	
					3283-MAIN ST RECONSTRUCT				
PROJECT#: 023283									
122		01/23 AP		07/26/22	0397313 BLACK HAWK CO.RECORDER	27.00		07/27/22	
					3283-MAIN ST RECONSTRUCT				
PROJECT#: 023283									
122		01/23 AP		07/26/22	0397313 BLACK HAWK CO.RECORDER	27.00		07/27/22	
					3283-MAIN ST RECONSTRUCT				
PROJECT#: 023283									
122		01/23 AP		07/26/22	0397313 BLACK HAWK CO.RECORDER	27.00		07/27/22	
					3283-MAIN ST RECONSTRUCT				
PROJECT#: 023283									

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FUND 242 STREET REPAIR FUND										
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT						continued				
122		01/23 AP		07/26/22	0397313	BLACK HAWK CO.RECORDER	27.00			07/27/22
						3283-MAIN ST RECONSTRUCT				
						TEMP.CONST.EASE.-FARMERS				
						PROJECT#: 023283				
122		01/23 AP		07/26/22	0397313	BLACK HAWK CO.RECORDER	32.00			07/27/22
						3283-MAIN ST RECONSTRUCT				
						TEMP.CONST.EASE.-SHYMANSK				
						PROJECT#: 023283				
122		01/23 AP		07/26/22	0397313	BLACK HAWK CO.RECORDER	27.00			07/27/22
						3283-MAIN ST RECONSTRUCT				
						TEMP.CONST.EASE.-CHRISTMA				
						PROJECT#: 023283				
122		01/23 AP		07/26/22	0397313	BLACK HAWK CO.RECORDER	27.00			07/27/22
						3283-MAIN ST RECONSTRUCT				
						TEMP.CONST.EASE.-1ST EVAN				
						PROJECT#: 023283				
122		01/23 AP		07/26/22	0397313	BLACK HAWK CO.RECORDER	27.00			07/27/22
						3283-MAIN ST RECONSTRUCT				
						TEMP.CONST.EASE.-CV PROPE				
						PROJECT#: 023283				
122		01/23 AP		07/26/22	0397313	BLACK HAWK CO.RECORDER	27.00			07/27/22
						3283-MAIN ST RECONSTRUCT				
						TEMP.CONST.EASE.-CALLUM				
						PROJECT#: 023283				
122		01/23 AP		07/26/22	0397313	BLACK HAWK CO.RECORDER	27.00			07/27/22
						3283-MAIN ST RECONSTRUCT				
						TEMP.CONST.EASE.-COURTNEY				
						PROJECT#: 023283				
122		01/23 AP		07/26/22	0397313	BLACK HAWK CO.RECORDER	27.00			07/27/22
						3283-MAIN ST RECONSTRUCT				
						TEMP.CONST.EASE.-MAIN PRO				
						PROJECT#: 023283				
122		01/23 AP		07/26/22	0397313	BLACK HAWK CO.RECORDER	27.00			07/27/22
						3283-MAIN ST RECONSTRUCT				
						TEMP.CONST.EASE.-RICHTER				
						PROJECT#: 023283				
122		01/23 AP		07/26/22	0397313	BLACK HAWK CO.RECORDER	27.00			07/27/22
						3283-MAIN ST RECONSTRUCT				
						TEMP.CONST.EASE.-L KOTZ				
						PROJECT#: 023283				
122		01/23 AP		07/26/22	0397313	BLACK HAWK CO.RECORDER	27.00			07/27/22
						3283-MAIN ST RECONSTRUCT				
						TEMP.CONST.EASE.-MB RENTA				
						PROJECT#: 023283				
122		01/23 AP		07/26/22	0397313	BLACK HAWK CO.RECORDER	27.00			07/27/22
						3283-MAIN ST RECONSTRUCT				
						TEMP.CONST.EASE.-M FISHER				
						PROJECT#: 023283				
122		01/23 AP		07/26/22	0397313	BLACK HAWK CO.RECORDER	27.00			07/27/22
						3283-MAIN ST RECONSTRUCT				
						TEMP.CONST.EASE.-DOLLY'S				
						PROJECT#: 023283				
						ACCOUNT TOTAL	1,476.00	.00	1,476.00	
						FUND TOTAL	1,476.00	.00	1,476.00	

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FUND 254 CABLE TV FUND										
254-1088-431.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
2364		12/22 AP		07/31/22	0397327	CMRS-POC	23.48			08/02/22
						POC#8031880-REPL.POSTAGE				05/25/22-07/31/22
						ACCOUNT TOTAL	23.48	.00	23.48	
						FUND TOTAL	23.48	.00	23.48	
FUND 258 PARKING FUND										
258-5531-435.72-99						OPERATING SUPPLIES / POSTAGE				
2364		12/22 AP		07/31/22	0397327	CMRS-POC	3.79			08/02/22
						POC#8031880-REPL.POSTAGE				05/25/22-07/31/22
						ACCOUNT TOTAL	3.79	.00	3.79	
						FUND TOTAL	3.79	.00	3.79	
FUND 261 TOURISM & VISITORS										
261-2291-423.72-99						OPERATING SUPPLIES / POSTAGE				
2364		12/22 AP		07/31/22	0397327	CMRS-POC	134.78			08/02/22
						POC#8031880-REPL.POSTAGE				05/25/22-07/31/22
						ACCOUNT TOTAL	134.78	.00	134.78	
261-2291-423.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
2364		12/22 AP		06/30/22	0397332	WAGNER, REBEKAH	5.85			08/02/22
						RMB:MILEAGE-01/05/22				
2364		12/22 AP		06/30/22	0397326	BOLANDER, ADAM	16.97			08/02/22
						RMB:MILEAGE-06/15/22				
						ACCOUNT TOTAL	22.82	.00	22.82	
						FUND TOTAL	157.60	.00	157.60	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.72-99						OPERATING SUPPLIES / POSTAGE				
2364		12/22 AP		07/31/22	0397327	CMRS-POC	3.75			08/02/22
						POC#8031880-REPL.POSTAGE				05/25/22-07/31/22
						ACCOUNT TOTAL	3.75	.00	3.75	
262-1092-423.85-01						UTILITIES / UTILITIES				

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-----										
FUND 262	SENIOR SERVICES & COMM CT									
262-1092-423.85-01	UTILITIES / UTILITIES									
2296	12/22 AP	07/05/22	0397339	CEDAR FALLS UTILITIES		1,422.13			07/29/22	
	COMMUNITY CENTR UTILITIES									
ACCOUNT TOTAL							1,422.13	0.00	1,422.13	
FUND TOTAL							1,425.88	0.00	1,425.88	
FUND 291	POLICE FORFEITURE FUND									
FUND 292	POLICE RETIREMENT FUND									
FUND 293	FIRE RETIREMENT FUND									
FUND 294	LIBRARY RESERVE									
FUND 295	SOFTBALL PLAYER CAPITAL									
FUND 296	GOLF CAPITAL									
FUND 297	REC FACILITIES CAPITAL									
FUND 298	HEARST CAPITAL									
FUND 311	DEBT SERVICE FUND									
FUND 402	WASHINGTON PARK FUND									
FUND 404	FEMA									
404-1220-431.92-37	STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS									
2364	12/22 AP	07/31/22	0397327	CMRS-POC		10.28			08/02/22	
	POC#8031880-REPL.POSTAGE 05/25/22-07/31/22									
	PROJECT#: 012017									
ACCOUNT TOTAL							10.28	0.00	10.28	
FUND TOTAL							10.28	0.00	10.28	
FUND 405	FLOOD RESERVE FUND									
FUND 407	VISION IOWA PROJECT									
FUND 408	STREET IMPROVEMENT FUND									
FUND 410	CORONAVIRUS LOCAL RELIEF									
FUND 430	2004 TIF BOND									
FUND 431	2014 BOND									
FUND 432	2003 BOND									
FUND 433	2001 TIF									
FUND 434	2000 BOND									
FUND 435	1999 TIF									
FUND 436	2012 BOND									
FUND 437	2018 BOND									
FUND 438	2020 BOND FUND									
438-1220-431.98-23	CAPITAL PROJECTS / GREENHILL RD & S MAIN INT									
165	02/23 AP	07/29/22	0397330	MICHAEL WHEATON		3,523.25			08/02/22	
	3228-GREENHILL/S.MAIN INT PARCEL#5-PURCHASE AGRMT.									
	PROJECT#: 023228									
ACCOUNT TOTAL							3,523.25	0.00	3,523.25	

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FUND 438	2020	BOND FUND								
		FUND TOTAL					3,523.25	0.00	3,523.25	
FUND 439	2022	BOND FUND								
FUND 443		CAPITAL PROJECTS								
443-1220-431.94-33		CAPITAL PROJECTS /				PROPERTY ACQUISITION				
2362		12/22 AP 07/05/22			0397319	CEDAR FALLS UTILITIES	158.91		07/29/22	
		UTILITIES THRU 7/5/22								
		ACCOUNT TOTAL					158.91	0.00	158.91	
		FUND TOTAL					158.91	0.00	158.91	
FUND 472		PARKADE RENOVATION								
FUND 473		SIDEWALK ASSESSMENT								
FUND 483		ECONOMIC DEVELOPMENT								
FUND 484		ECONOMIC DEVELOPMENT LAND								
FUND 541		2018 STORM WATER BONDS								
FUND 544		2008 SEWER BONDS								
FUND 545		2006 SEWER BONDS								
FUND 546		SEWER IMPROVEMENT FUND								
FUND 547		SEWER RESERVE FUND								
FUND 548		1997 SEWER BOND FUND								
FUND 549		1992 SEWER BOND FUND								
FUND 550		2000 SEWER BOND FUND								
FUND 551		REFUSE FUND								
551-6675-436.72-99		OPERATING SUPPLIES /				POSTAGE				
2364		12/22 AP 07/31/22			0397327	CMRS-POC	41.48		08/02/22	
		POC#8031880-REPL.POSTAGE				05/25/22-07/31/22				
		ACCOUNT TOTAL					41.48	0.00	41.48	
551-6685-436.72-99		OPERATING SUPPLIES /				POSTAGE				
2364		12/22 AP 07/31/22			0397327	CMRS-POC	110.84		08/02/22	
		POC#8031880-REPL.POSTAGE				05/25/22-07/31/22				
		ACCOUNT TOTAL					110.84	0.00	110.84	
551-6685-436.85-01		UTILITIES / UTILITIES								
2362		12/22 AP 07/05/22			0397319	CEDAR FALLS UTILITIES	1,400.73		07/29/22	
		UTILITIES THRU 7/5/22								
		ACCOUNT TOTAL					1,400.73	0.00	1,400.73	
551-6685-436.87-02		RENTALS / MATERIAL DISPOSAL/HANDLIN								



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FUND 555 STORM WATER UTILITY										
555-6630-432	92	01				STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
165		02/23 AP		08/01/22	0397325	BLACK HAWK CO.RECORDER	20.00		08/02/22	
						DECL.OF VALUE-CV COMM.3				
PROJECT#:					023215					
165		02/23 AP		08/01/22	0397325	BLACK HAWK CO.RECORDER	17.00		08/02/22	
						PTL.RLS.OF R.E.-CV COMM.3				
PROJECT#:					023215					
165		02/23 AP		08/01/22	0397325	BLACK HAWK CO.RECORDER	17.00		08/02/22	
						PTL.RLS.-RENTS-CV COMM.3				
PROJECT#:					023215					
142		01/23 AP		07/28/22	0397318	CV COMMERCIAL 3, LLC	19,930.85		07/28/22	
						2017 OLIVE ST-CV PROPERTI				
PROJECT#:					023215					
142		01/23 AP		07/28/22	0397317	BLACK HAWK CO.TREASURER	152.15		07/28/22	
						2017 OLIVE ST-PROPERTY TX				
PROJECT#:					023215					
						ACCOUNT TOTAL	20,137.00	.00	20,137.00	
						FUND TOTAL	20,195.01	.00	20,195.01	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.72	01					OPERATING SUPPLIES / OPERATING SUPPLIES				
2364		12/22 AP		07/31/22	0397327	CMRS-POC	80.49		08/02/22	
						POC#8031880-REPL.POSTAGE				
						05/25/22-07/31/22				
						ACCOUNT TOTAL	80.49	.00	80.49	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
185		02/23 AP		07/19/22	0397371	VERIZON WIRELESS	1,575.93		08/04/22	
						WIRELESS SRV:7/20-8/19/22				
185		02/23 AP		07/06/22	0397369	U.S. CELLULAR	2,721.90		08/04/22	
						WIRELESS SRV:7/6-8/5/22				
						ACCOUNT TOTAL	4,297.83	.00	4,297.83	
						FUND TOTAL	4,378.32	.00	4,378.32	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51	01					INSURANCE / HEALTH INSURANCE				
2368		12/22 AP		08/02/22	0006372	WELLMARK IOWA	50,537.90		08/04/22	
						HEALTH CLAIM PROCESSING				
2365		12/22 AP		07/25/22	0006344	WEX HEALTH, INC.	122.10		08/02/22	
						COBRA MONTHLY ADMIN FEE				

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FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE						continued				
63		01/23 AP		07/29/22	0006371 WELLMARK IOWA	73,425.49		08/03/22		
		HEALTH CLAIMS PROCESSING								
63		01/23 AP		07/25/22	0006350 EXPRESS SCRIPTS, INC.	19,823.13		08/03/22		
		RX CLAIMS PROECESSING								
63		01/23 AP		07/22/22	0006370 WELLMARK IOWA	28,875.03		08/03/22		
		HEALTH CLAIMS PROCESSING								
63		01/23 AP		07/18/22	0006349 EXPRESS SCRIPTS, INC.	27,156.57		08/03/22		
		RX CLAIMS PROCESSING								
63		01/23 AP		07/15/22	0006369 WELLMARK IOWA	20,639.83		08/03/22		
		HEALTH CLAIMS PROCESSING								
63		01/23 AP		07/08/22	0006368 WELLMARK IOWA	64,455.26		08/03/22		
		HEALTH CLAIMS PROCESSING								
		ACCOUNT TOTAL					285,035.31	.00	285,035.31	
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE										
63		01/23 AP		07/01/22	0006348 DELTA DENTAL OF IOWA	7,974.04		08/03/22		
		JULY 2022 DENTAL								
		ACCOUNT TOTAL					7,974.04	.00	7,974.04	
		FUND TOTAL					293,009.35	.00	293,009.35	
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS										
202		02/23 AP		08/08/22	0397375 REGENOLD, SHARON K.	261.17		08/08/22		
		RMB:JULY 2022 HEALTH SEV.								
		ACCOUNT TOTAL					261.17	.00	261.17	
		FUND TOTAL					261.17	.00	261.17	
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
FUND 686 PAYROLL FUND										
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES										
63		01/23 AP		07/18/22	0006365 UNITED STATES TREASURY	69,810.80		08/03/22		
		FEDERAL WITHHOLDING TAX								
63		01/23 AP		07/05/22	0006364 UNITED STATES TREASURY	65,755.35		08/03/22		
		FEDERAL WITHHOLDING TAX								
		ACCOUNT TOTAL					135,566.15	.00	135,566.15	

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FUND 686 PAYROLL FUND										
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING										
63		01/23 AP		07/18/22	0006360	IOWA DEPT.OF REVENUE	30,345.50			08/03/22
						STATE WITHHOLDING TAX				
63		01/23 AP		07/05/22	0006359	IOWA DEPT.OF REVENUE	28,867.56			08/03/22
						STATE WITHHOLDING TAX				
						ACCOUNT TOTAL	59,213.06	.00		59,213.06
686-0000-222.03-00 PAYROLL LIABILITY / FICA										
63		01/23 AP		07/18/22	0006365	UNITED STATES TREASURY	88,006.80			08/03/22
						SS & MQGE/MEDICARE TAX				
63		01/23 AP		07/05/22	0006364	UNITED STATES TREASURY	85,080.56			08/03/22
						SS & MQGE/MEDICARE TAX				
						ACCOUNT TOTAL	173,087.36	.00		173,087.36
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE										
146		01/23 AP		07/29/22	0397323	SCHMIDT ESTATE, SARAH J.	627.71			07/29/22
						PAYROLL:7/09-7/22/22				
63		01/23 AP		07/29/22	0006363	ISOLVED BENEFIT SERVICES, INC	6,475.87			08/03/22
						CAFETERIA PLAN				
63		01/23 AP		07/27/22	0006367	VOYA FINANCIAL	9,750.45			08/03/22
						EMPLOYEE 457 CONTRIBUTION				
63		01/23 AP		07/18/22	0006347	COLLECTION SERVICES CENTER	625.42			08/03/22
						CHILD SUPPORT PAYMENTS				
63		01/23 AP		07/15/22	0006362	ISOLVED BENEFIT SERVICES, INC	6,582.06			08/03/22
						CAFETERIA PLAN				
63		01/23 AP		07/13/22	0006366	VOYA FINANCIAL	9,750.45			08/03/22
						EMPLOYEE 457 CONTRIBUTION				
63		01/23 AP		07/05/22	0006346	COLLECTION SERVICES CENTER	625.42			08/03/22
						CHILD SUPPORT PAYMENTS				
63		01/23 AP		07/01/22	0006361	ISOLVED BENEFIT SERVICES, INC	6,582.06			08/03/22
						CAFETERIA PLAN				
						ACCOUNT TOTAL	41,019.44	.00		41,019.44
						FUND TOTAL	408,886.01	.00		408,886.01
FUND 687 WORKERS COMPENSATION FUND										
FUND 688 LTD INSURANCE FUND										
688-1902-457.51-03 INSURANCE / LTD INSURANCE										
146		01/23 AP		08/01/22	0397322	MADISON NATIONAL LIFE INS.CO.	3,945.06			07/29/22
						LTD-AUGUST 2022				
						ACCOUNT TOTAL	3,945.06	.00		3,945.06



# Council Invoices for Council Meeting 08/15/22

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FUND 101 GENERAL FUND										
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
191		02/23 AP		07/28/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.37		08/09/22	
		CORRECTION TAPE								
191		02/23 AP		07/28/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	28.49		08/09/22	
		COPY PAPER								
ACCOUNT TOTAL							29.86	.00	29.86	
101-1008-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
175		01/23 AP		07/07/22	0140885	US BANK	30.00		08/08/22	
		IA SECRETARY OF STATE RENEW NOTARY-J DANIELSEN								
ACCOUNT TOTAL							30.00	.00	30.00	
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
191		02/23 AP		07/28/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.55		08/09/22	
		CORRECTION TAPE								
191		02/23 AP		07/28/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.70		08/09/22	
		COPY PAPER								
ACCOUNT TOTAL							6.25	.00	6.25	
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
191		02/23 AP		07/28/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.10		08/09/22	
		GREEN INDEX CARDS								
191		02/23 AP		07/28/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.82		08/09/22	
		CORRECTION TAPE								
191		02/23 AP		07/28/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	34.19		08/09/22	
		COPY PAPER								
ACCOUNT TOTAL							37.11	.00	37.11	
101-1028-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
175		01/23 AP		07/20/22	0140885	US BANK	315.00		08/08/22	
		ASSN *ORDER FY23 MEMBERSHIP-KOCKLER								
ACCOUNT TOTAL							315.00	.00	315.00	
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
191		02/23 AP		07/28/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.55		08/09/22	
		CORRECTION TAPE								
191		02/23 AP		07/28/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	22.79		08/09/22	
		COPY PAPER								
ACCOUNT TOTAL							23.34	.00	23.34	

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FUND 101 GENERAL FUND										
101-1038	441.81-09	PROFESSIONAL SERVICES				/ HUMAN RIGHTS COMMISSION				
191	02/23	AP	07/28/22	0000000	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.28			08/09/22
ACCOUNT TOTAL							2.28	.00	2.28	
101-1038	441.81-49	PROFESSIONAL SERVICES				/ BACKGROUND CHECK				
175	01/23	AP	07/04/22	0140885	0140885	US BANK ONE SOURCE THE BACKGROUND BACKGROUND CHECKS	475.30			08/08/22
ACCOUNT TOTAL							475.30	.00	475.30	
101-1038	441.81-50	PROFESSIONAL SERVICES				/ PRE-EMPLOYMENT PHYSICALS				
191	02/23	AP	07/21/22	0000000	0000000	OCCUPATIONAL HEALTH CENTERS PRE-EMPLOY.PHYS-JULY'22	186.00			08/09/22
ACCOUNT TOTAL							186.00	.00	186.00	
101-1038	441.81-53	PROFESSIONAL SERVICES				/ JOB NOTICES				
175	01/23	AP	07/18/22	0140885	0140885	US BANK	195.00			08/08/22
175	01/23	AP	07/11/22	0140885	0140885	US BANK	20.00			08/08/22
175	01/23	AP	07/08/22	0140885	0140885	US BANK	220.00			08/08/22
175	01/23	AP	07/08/22	0140885	0140885	US BANK	295.00			08/08/22
175	01/23	AP	07/08/22	0140885	0140885	US BANK	299.00			08/08/22
175	01/23	AP	07/05/22	0140885	0140885	US BANK	119.95			08/08/22
ACCOUNT TOTAL							1,148.95	.00	1,148.95	
101-1038	441.81-99	PROFESSIONAL SERVICES				/ CIVIL SERVICE COMMISSION				
180	02/23	AP	07/29/22	0000000	0000000	STANARD & ASSOCIATES, INC. PSO APPLICANT TESTING	91.00			08/09/22
ACCOUNT TOTAL							91.00	.00	91.00	
101-1048	441.71-01	OFFICE SUPPLIES				/ OFFICE SUPPLIES				
191	02/23	AP	07/28/22	0000000	0000000	OFFICE EXPRESS OFFICE PRODUCT CORRECTION TAPE	.27			08/09/22
191	02/23	AP	07/28/22	0000000	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	4.56			08/09/22

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FUND 101 GENERAL FUND										
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES							continued			
ACCOUNT TOTAL							4.83	0.00	4.83	
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS										
2379		12/22 AP		07/24/22	0000000	AHLERS AND COONEY, P.C.	204.00			08/09/22
						LGL:GENERAL MATTERS				6/21/22-7/1/22
ACCOUNT TOTAL							204.00	0.00	204.00	
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
176		01/23 AP		07/20/22	0140885	US BANK		9.99		08/08/22
						SPOTIFY				RETURN OFFICE SUPPLIES
176		01/23 AP		07/01/22	0140885	US BANK	9.99			08/08/22
						SPOTIFY				OFFICE SUPPLIES
ACCOUNT TOTAL							9.99	9.99	0.00	
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
176		01/23 AP		07/12/22	0140885	US BANK	80.00			08/08/22
						INTUIT *QBOOKS ONLINE				QUICKBOOKS MONTHLY SUB.
ACCOUNT TOTAL							80.00	0.00	80.00	
101-1060-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
176		01/23 AP		07/04/22	0140885	US BANK	262.00			08/08/22
						AMERLIBASSOC ECOMMERCE				FY23 MEMBERSHIP (STERN)
ACCOUNT TOTAL							262.00	0.00	262.00	
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
2367		12/22 AP		06/22/22	0140885	US BANK	12.99			08/08/22
						AMZN MKTP US*JT4VP9B53				FOTL:YOUTH-MAIL CARRIER
176		01/23 AP		07/11/22	0140885	US BANK	51.97			08/08/22
						AMAZON.COM*FJ4EA4B53 AMZN				FOTL:YOUTH-YOUTH BOOKS
176		01/23 AP		07/04/22	0140885	US BANK	59.99			08/08/22
						AMAZON.COM*FE7LG7J13 AMZN				FOTL:OUTREACH-TABLE
176		01/23 AP		07/04/22	0140885	US BANK	127.92			08/08/22
						AMAZON.COM*9M9YK1EX3 AMZN				FOTL:COLAB-JOURNALS & PEN
176		01/23 AP		07/04/22	0140885	US BANK	14.49			08/08/22
						AMZN MKTP US*TH58V7523				FOTL:YOUTH-COMBO LOCK
ACCOUNT TOTAL							267.36	0.00	267.36	

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FUND 101 GENERAL FUND										
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.										
2367		12/22 AP		06/28/22	0140885	US BANK	16.30			08/08/22
						WM SUPERCENTER #753				
2367		12/22 AP		06/27/22	0140885	US BANK	7.99			08/08/22
						AMZN MKTP US*066QZ0103				
2367		12/22 AP		06/21/22	0140885	US BANK	21.33			08/08/22
						HY-VEE CEDAR FALLS 1052				
2367		12/22 AP		06/21/22	0140885	US BANK	15.87			08/08/22
						MICHAELS STORES 1246				
176		01/23 AP		07/19/22	0140885	US BANK	11.99			08/08/22
						AMZN MKTP US*5B3CUIPO3				
176		01/23 AP		07/11/22	0140885	US BANK	22.89			08/08/22
						AMZN MKTP US*BD7XB29G3				
176		01/23 AP		07/04/22	0140885	US BANK	29.98			08/08/22
						AMZN MKTP US*GD2W121C3				
						BERG 2 RMB SLP '22-SNACKS				
						BERG 2 RMB SLP '22-COTTON				
						BERG 2 RMB SLP '22-ICING				
						BERG 2 RMB SLP '22-ICING				
						BERG 2 RMB SLP '22-ICING				
						BERG 2 RMB SLP '22-GREEN				
						BERG 2 RMB SLP '22-WOOD				
						ACCOUNT TOTAL	126.35	.00	126.35	
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
176		01/23 AP		07/20/22	0140885	US BANK		2,280.00		08/08/22
						MOBILE BEACON				
176		01/23 AP		07/04/22	0140885	US BANK	2,280.00			08/08/22
						MOBILE BEACON				
						1YR SERVCE 4 HOTSPOTS(19)				
						ACCOUNT TOTAL	2,280.00	2,280.00	.00	
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
2367		12/22 AP		06/22/22	0140885	US BANK	28.80			08/08/22
						AMAZON.COM*FN7F24H13 AMZN				
2367		12/22 AP		06/22/22	0140885	US BANK	40.85			08/08/22
						AMZN MKTP US*RO2454XK3				
176		01/23 AP		07/19/22	0140885	US BANK	20.94			08/08/22
						AMAZON.COM*TJ4275A83 AMZN				
176		01/23 AP		07/18/22	0140885	US BANK	9.99			08/08/22
						AMAZON.COM*LP7MZ0XK3 AMZN				
176		01/23 AP		07/14/22	0140885	US BANK	32.88			08/08/22
						AMZN MKTP US*0B80J9953				
176		01/23 AP		07/14/22	0140885	US BANK	51.70			08/08/22
						AMAZON.COM*EW2FS9043				
176		01/23 AP		07/11/22	0140885	US BANK	45.55			08/08/22
						AMAZON.COM*9X1RC2PQ3 AMZN				
176		01/23 AP		07/11/22	0140885	US BANK	15.99			08/08/22
						AMAZON.COM*YK5VK6PR3				
176		01/23 AP		07/08/22	0140885	US BANK	53.96			08/08/22
						AMAZON.COM*GS6QP3W73				
176		01/23 AP		07/04/22	0140885	US BANK	14.49			08/08/22
						AMAZON.COM*W73WU7Y13				
176		01/23 AP		07/04/22	0140885	US BANK	13.49			08/08/22

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FUND 101 GENERAL FUND								
101-1061-423.89-20					MISCELLANEOUS SERVICES / ADULT BOOKS AMAZON.COM*9I0DH1GE3 ADULT BOOKS			continued
					ACCOUNT TOTAL	328.64	.00	328.64
101-1061-423.89-21					MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS			
176	01/23	AP	07/14/22	0140885	US BANK	18.99		08/08/22
					AMZN MKTP US*0B80J9953 YOUNG ADULT BOOKS			
					ACCOUNT TOTAL	18.99	.00	18.99
101-1061-423.89-22					MISCELLANEOUS SERVICES / YOUTH BOOKS			
176	01/23	AP	07/14/22	0140885	US BANK	75.28		08/08/22
					AMZN MKTP US*0B80J9953 YOUTH BOOKS			
176	01/23	AP	07/13/22	0140885	US BANK	12.16		08/08/22
					AMZN MKTP US*7E15E4YB3 YOUTH BOOKS			
176	01/23	AP	07/11/22	0140885	US BANK	14.99		08/08/22
					AMAZON.COM*ZN12X5M03 AMZN YOUTH BOOKS			
176	01/23	AP	07/11/22	0140885	US BANK	17.99		08/08/22
					AMZN MKTP US*IR0A86X03 YOUTH BOOKS			
176	01/23	AP	07/04/22	0140885	US BANK	8.99		08/08/22
					AMAZON.COM*9I0DH1GE3 YOUTH BOOKS			
					ACCOUNT TOTAL	129.41	.00	129.41
101-1061-423.89-24					MISCELLANEOUS SERVICES / ADULT AUDIO			
176	01/23	AP	07/04/22	0140885	US BANK	11.99		08/08/22
					AMAZON.COM*PF5FE7K13 AMZN ADULT CD MUSIC			
					ACCOUNT TOTAL	11.99	.00	11.99
101-1061-423.89-25					MISCELLANEOUS SERVICES / ADULT VIDEO			
176	01/23	AP	07/18/22	0140885	US BANK	9.99		08/08/22
					AMAZON.COM*I96Q02GZ3 AMZN ADULT VIDEOS			
176	01/23	AP	07/14/22	0140885	US BANK	13.95		08/08/22
					AMZN MKTP US*0B80J9953 ADULT VIDEOS			
					ACCOUNT TOTAL	23.94	.00	23.94
101-1061-423.89-36					MISCELLANEOUS SERVICES / YOUTH VIDEO			
2367	12/22	AP	06/22/22	0140885	US BANK	20.55		08/08/22
					AMZN MKTP US*RO2454XK3 YOUTH VIDEOS			
					ACCOUNT TOTAL	20.55	.00	20.55

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FUND 101 GENERAL FUND										
101-1061-423.89-47						MISCELLANEOUS SERVICES / LIBRARY OF THINGS				
2367		12/22	AP	06/27/22	0140885	US BANK	83.75			08/08/22
						SP KEYMASTER GAMES				
2367		12/22	AP	06/27/22	0140885	US BANK	208.48			08/08/22
						AMZN MKTP US*DG2IR7C63				
						BOARD GAMES				
						RADON DETECTOR, 9V BATERT				
						ACCOUNT TOTAL	292.23	.00	292.23	
101-1061-423.93-01 EQUIPMENT / EQUIPMENT										
176		01/23	AP	07/01/22	0140885	US BANK	135.00			08/08/22
						AMZN MKTP US*PX7DJ6PZ3				
						HARD DRIVES				
						ACCOUNT TOTAL	135.00	.00	135.00	
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
191		02/23	AP	07/28/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28			08/09/22
						COPY PAPER				
						ACCOUNT TOTAL	2.28	.00	2.28	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
191		02/23	AP	07/28/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28			08/09/22
						COPY PAPER				
						ACCOUNT TOTAL	2.28	.00	2.28	
101-1199-411.32-90 COMM PROTECTION GRANTS / GRANTS - POLICE EQUIPMENT										
180		02/23	AP	06/22/22	0000000	MIDWEST DEFENSE SOLUTIONS, LL	1,076.22			08/09/22
						4 BALLISTIC VESTS				
						50% REIMBURSED BY GRANT				
						ACCOUNT TOTAL	1,076.22	.00	1,076.22	
101-1199-411.32-91 COMM PROTECTION GRANTS / POL-TARGET CHILD SAFETY										
175		01/23	AP	07/14/22	0140885	US BANK	324.00			08/08/22
						PROMOTIONS NOW				
						SAFETY CITY PROMO. SUPPL.				
						ACCOUNT TOTAL	324.00	.00	324.00	
101-1199-421.31-12 HUMAN DEVELOPMENT GRANTS / GRANTS-CULT IAC GEN OP										
186		02/23	AP	07/22/22	0000000	VAN DOREN'S, LLC	1,592.00			08/09/22
						FRAMING OF PERMANENT				
						COLLECTION PIECES				
						ACCOUNT TOTAL	1,592.00	.00	1,592.00	

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FUND 101 GENERAL FUND										
101-1199-441.72-19						OPERATING SUPPLIES / PRINTING				
191		02/23 AP		07/29/22	0000000	CIVICPLUS	2,563.10			08/09/22
						SUPP.#13 CODE OF ORDS				
						ACCOUNT TOTAL	2,563.10	.00	2,563.10	
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES										
175		01/23 AP		07/07/22	0140885	US BANK	5.00			08/08/22
						IA SECRETARY OF STATE				
						UCC-3 FILING FEE				
						ACCOUNT TOTAL	5.00	.00	5.00	
101-1199-441.88-23 OUTSIDE AGENCIES / CEDAR VALLEY COALITION										
191		02/23 AP		07/22/22	0000000	CEDAR VALLEY COALITION/INRCOG	1,660.00			08/09/22
						FY23 DUES				
						ACCOUNT TOTAL	1,660.00	.00	1,660.00	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
2379		12/22 AP		07/20/22	0000000	ASCAP	13.42			08/09/22
						MUSIC LICENSE FEE ADJ				
						01/01/22-07/31/22				
						ACCOUNT TOTAL	13.42	.00	13.42	
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
159		02/23 AP		07/18/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.32			08/09/22
						COPY PAPER				
						ACCOUNT TOTAL	5.32	.00	5.32	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
159		02/23 AP		07/18/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	34.38			08/09/22
						ENVELOPES, PENS				
159		02/23 AP		07/18/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	18.99			08/09/22
						COPY PAPER				
175		01/23 AP		07/12/22	0140885	US BANK	48.96			08/08/22
						AMAZON.COM*H977N2VA3 AMZN				
						LAMINATOR, SHEETS				
						ACCOUNT TOTAL	102.33	.00	102.33	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
167		02/23 AP		07/29/22	0000000	PROFESSIONAL LAWN CARE, LLC	142.50			08/09/22
						CODE MOW-1720 QUAIL RIDGE				
167		02/23 AP		07/29/22	0000000	PROFESSIONAL LAWN CARE, LLC	95.00			08/09/22

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FUND 101 GENERAL FUND										
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES <span style="float:right">continued</span>										
167				02/23	AP 07/29/22 0000000	CODE MOW-2208 COVENTRY PROFESSIONAL LAWN CARE, LLC	190.00		08/09/22	
167				02/23	AP 07/29/22 0000000	CODE MOW-8702 UNIVERSITY PROFESSIONAL LAWN CARE, LLC	47.50		08/09/22	
167				02/23	AP 07/28/22 0000000	CODE MOW-1431 STARBECK PROFESSIONAL LAWN CARE, LLC	475.00		08/09/22	
167				02/23	AP 07/26/22 0000000	CODE WEED-5826 UNIVERSITY PROFESSIONAL LAWN CARE, LLC	190.00		08/09/22	
167				02/23	AP 07/26/22 0000000	CODE TX.WEED-1918 TREMONT PROFESSIONAL LAWN CARE, LLC	90.36		08/09/22	
167				02/23	AP 07/26/22 0000000	EXTRA PPE-1918 TREMONT PROFESSIONAL LAWN CARE, LLC	285.00		08/09/22	
167				02/23	AP 07/25/22 0000000	CODE MOW-1802 FRANKLIN PROFESSIONAL LAWN CARE, LLC	285.00		08/09/22	
						CODE TRIM-704 18TH				
						ACCOUNT TOTAL	1,800.36	.00	1,800.36	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
159				02/23	AP 07/18/22 0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	15.20		08/09/22	
						ACCOUNT TOTAL	15.20	.00	15.20	
101-2245-442.81-18 PROFESSIONAL SERVICES / INRCOG										
191				02/23	AP 07/22/22 0000000	IOWA NORTHLAND REGIONAL CO. O MEMBERSHIP DUES FY23	14,113.84		08/09/22	
						ACCOUNT TOTAL	14,113.84	.00	14,113.84	
101-2245-442.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
2366				12/22	AP 06/24/22 0140885	US BANK AMERICAN PLANNING A MEMBERSHIP-M PEZLEY	372.00		08/08/22	
						ACCOUNT TOTAL	372.00	.00	372.00	
101-2245-442.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
175				01/23	AP 07/01/22 0140885	US BANK IA CITY OF DAVENPORT P&CS TRAINING - VIRTUAL	100.00		08/08/22	
175				01/23	AP 07/01/22 0140885	US BANK IA CITY OF DAVENPORT P&CS TRAINING - VIRTUAL	100.00		08/08/22	
						ACCOUNT TOTAL	200.00	.00	200.00	

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FUND 101 GENERAL FUND										
101-2253-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2366				12/22	AP 06/28/22 0140885	US BANK	39.43		08/08/22	
						AMZN MKTP US*8P9RN8CZ3 AM MARKERS, LABEL TAPE				
2366				12/22	AP 06/27/22 0140885	US BANK	224.99		08/08/22	
						AMZN MKTP US*IK79L2GK3 INK-PRINTER RIBBONS				
2366				12/22	AP 06/27/22 0140885	US BANK	16.87		08/08/22	
						AMZN MKTP US*PB94D34U3 LABELER CASE				
2366				12/22	AP 06/22/22 0140885	US BANK	30.62		08/08/22	
						AMZN MKTP US*JG8CS7WM3 LAPTOP STAND				
2366				12/22	AP 06/21/22 0140885	US BANK	18.36		08/08/22	
						WM SUPERCENTER #753 BATTERIES REC				
175				01/23	AP 07/20/22 0140885	US BANK	30.62		08/08/22	
						AMZN MKTP US*6P8JD35B3 LAPTOP STAND				
121				02/23	AP 07/19/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	81.73		08/09/22	
						PAPER & QUARTER WRAPS				
						ACCOUNT TOTAL	442.62	.00	442.62	
101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES										
2366				12/22	AP 06/29/22 0140885	US BANK	127.64		08/08/22	
						WAL-MART #0753 CAMP SUPPLIES				
2366				12/22	AP 06/27/22 0140885	US BANK	71.55		08/08/22	
						WM SUPERCENTER #753 CAMP SUPPLIES				
2366				12/22	AP 06/27/22 0140885	US BANK	65.27		08/08/22	
						WM SUPERCENTER #753 CAMP SUPPLIES				
2366				12/22	AP 06/23/22 0140885	US BANK	9.16		08/08/22	
						HOBBY-LOBBY #0135 CRAFT SUPPLIES				
2366				12/22	AP 06/22/22 0140885	US BANK	49.40		08/08/22	
						WAL-MART #0753 CAMP SUPPLIES				
2366				12/22	AP 06/22/22 0140885	US BANK	34.01		08/08/22	
						WAL-MART #0753 CAMP SUPPLIES				
2366				12/22	AP 06/21/22 0140885	US BANK	92.21		08/08/22	
						WM SUPERCENTER #753 TOT LOT				
2366				12/22	AP 06/21/22 0140885	US BANK	26.04		08/08/22	
						WAL-MART #0753 CAMP SUPPLIES				
161				02/23	AP 07/29/22 0000000	GET AIR WATERLOO	312.00		08/09/22	
						CAMP FIELD TRIP				
161				02/23	AP 07/27/22 0000000	GET AIR WATERLOO	288.00		08/09/22	
						CAMP FIELD TRIP				
161				02/23	AP 07/26/22 0000000	GET AIR WATERLOO	348.00		08/09/22	
						CAMP FIELD TRIP				
121				02/23	AP 07/21/22 0000000	CEDAR VALLEY ARBORETUM & BOTA	376.00		08/09/22	
						CAMP CF FIELD TRIP				
175				01/23	AP 07/18/22 0140885	US BANK	66.02		08/08/22	
						WM SUPERCENTER #753 CAMP SUPPLIES				
175				01/23	AP 07/18/22 0140885	US BANK	48.30		08/08/22	
						WM SUPERCENTER #753 CAMP SUPPLIES				
175				01/23	AP 07/15/22 0140885	US BANK	75.17		08/08/22	
						WAL-MART #0753 CAMP SUPPLIES				

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									POST DT	
FUND 101 GENERAL FUND										
101-2253-423.72-28 OPERATING SUPPLIES /						CAMP SUPPLIES	continued			
161		02/23 AP		07/14/22	0000000	GROUT MUSEUM DISTRICT	264.00		08/09/22	
		CAMP TRIP								
161		02/23 AP		07/13/22	0000000	GROUT MUSEUM DISTRICT	264.00		08/09/22	
		CAMP TRIP								
175		01/23 AP		07/13/22	0140885	US BANK	3.99		08/08/22	
		HOBBY-LOBBY #0135				CAMP SUPPLIES				
161		02/23 AP		07/12/22	0000000	GROUT MUSEUM DISTRICT	264.00		08/09/22	
		CAMP TRIP								
175		01/23 AP		07/12/22	0140885	US BANK	84.62		08/08/22	
		WAL-MART #0753				CAMP SUPPLIES				
175		01/23 AP		07/11/22	0140885	US BANK	8.00		08/08/22	
		WAL-MART #0753				CAMP SUPPLIES				
175		01/23 AP		07/11/22	0140885	US BANK	100.65		08/08/22	
		WM SUPERCENTER #753				CAMP SUPPLIES				
175		01/23 AP		07/11/22	0140885	US BANK	56.71		08/08/22	
		WAL-MART #0753				CAMP SUPPLIES				
175		01/23 AP		07/07/22	0140885	US BANK	17.57		08/08/22	
		WAL-MART #0753				CAMP SUPPLIES				
175		01/23 AP		07/05/22	0140885	US BANK	40.55		08/08/22	
		WAL-MART #0753				CAMP SUPPLIES				
175		01/23 AP		07/04/22	0140885	US BANK	106.95		08/08/22	
		WM SUPERCENTER #753				CAMP SUPPLIES				
175		01/23 AP		07/04/22	0140885	US BANK	117.61		08/08/22	
		WM SUPERCENTER #753				CAMP SUPPLIES				
175		01/23 AP		07/01/22	0140885	US BANK	19.17		08/08/22	
		WAL-MART #0753				CAMP SUPPLIES				
ACCOUNT TOTAL							3,336.59	.00	3,336.59	
101-2253-423.72-32 OPERATING SUPPLIES /						ADULT SPORTS EQUIPMENT				
2366		12/22 AP		06/23/22	0140885	US BANK	49.99		08/08/22	
		O DONNELL ACE HARDWARE				ROUND UP				
2366		12/22 AP		06/22/22	0140885	US BANK	287.68		08/08/22	
		BUILDERS SELECT LLC 5258				BALLFIELD CHALK				
2354		12/22 AP		06/06/22	0000000	BSN SPORTS, INC.	206.79		08/09/22	
		INDOOR PICKLEBALL SETUP								
173		02/23 AP		08/02/22	0000000	IOWA SPORTS SUPPLY	136.00		08/09/22	
		ADULT SOFTBALL AWARDS								
175		01/23 AP		07/20/22	0140885	US BANK	20.80		08/08/22	
		SQ *COMMUNITY MAIN STREET				BAG LEAG. AWARDS				
175		01/23 AP		07/20/22	0140885	US BANK	535.00		08/08/22	
		SQ *TURTLEDRAIN				BALLFIELD TOOL				
ACCOUNT TOTAL							1,236.26	.00	1,236.26	
101-2253-423.72-41 OPERATING SUPPLIES /						THE FALLS CONCESSIONS				
173		02/23 AP		08/01/22	0000000	PAPA JOHN'S PIZZA	72.00		08/09/22	

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FUND 101 GENERAL FUND									
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS						continued			
		9 PIZZAS							
173		02/23 AP	08/01/22	0000000		PAPA JOHN'S PIZZA	72.00		08/09/22
		9 PIZZAS							
173		02/23 AP	07/31/22	0000000		PAPA JOHN'S PIZZA	72.00		08/09/22
		9 PIZZAS							
173		02/23 AP	07/31/22	0000000		PAPA JOHN'S PIZZA	48.00		08/09/22
		6 PIZZAS							
173		02/23 AP	07/30/22	0000000		PAPA JOHN'S PIZZA	72.00		08/09/22
		9 PIZZAS							
173		02/23 AP	07/30/22	0000000		PAPA JOHN'S PIZZA	48.00		08/09/22
		6 PIZZAS							
173		02/23 AP	07/30/22	0000000		PAPA JOHN'S PIZZA	48.00		08/09/22
		6 PIZZAS							
173		02/23 AP	07/29/22	0000000		PAPA JOHN'S PIZZA	48.00		08/09/22
		6 PIZZAS							
173		02/23 AP	07/29/22	0000000		PAPA JOHN'S PIZZA	48.00		08/09/22
		6 PIZZAS							
173		02/23 AP	07/28/22	0000000		ATLANTIC COCA-COLA CONCESSIONS-SODA	667.22		08/09/22
		6 PIZZAS							
173		02/23 AP	07/28/22	0000000		MYERS-COX COMPANY CONCESSIONS	2,012.20		08/09/22
		6 PIZZAS							
173		02/23 AP	07/28/22	0000000		PAPA JOHN'S PIZZA	48.00		08/09/22
		9 PIZZAS							
173		02/23 AP	07/28/22	0000000		PAPA JOHN'S PIZZA	72.00		08/09/22
		9 PIZZAS							
161		02/23 AP	07/27/22	0000000		PAPA JOHN'S PIZZA	72.00		08/09/22
		9 PIZZAS							
161		02/23 AP	07/27/22	0000000		PAPA JOHN'S PIZZA	48.00		08/09/22
		6 PIZZAS							
161		02/23 AP	07/26/22	0000000		PAPA JOHN'S PIZZA	72.00		08/09/22
		9 PIZZAS							
161		02/23 AP	07/26/22	0000000		PAPA JOHN'S PIZZA	48.00		08/09/22
		6 PIZZAS							
161		02/23 AP	07/25/22	0000000		PAPA JOHN'S PIZZA	48.00		08/09/22
		6 PIZZAS							
161		02/23 AP	07/25/22	0000000		PAPA JOHN'S PIZZA	48.00		08/09/22
		6 PIZZAS							
173		02/23 AP	07/25/22	0000000		DIPPIN' DOTS, LLC	1,588.96		08/09/22
		DIPPIN DOTS							
161		02/23 AP	07/24/22	0000000		PAPA JOHN'S PIZZA	48.00		08/09/22
		6 PIZZAS							
161		02/23 AP	07/24/22	0000000		PAPA JOHN'S PIZZA	72.00		08/09/22
		9 PIZZAS							
121		02/23 AP	07/23/22	0000000		PAPA JOHN'S PIZZA	48.00		08/09/22
		6 PIZZAS							
161		02/23 AP	07/23/22	0000000		PAPA JOHN'S PIZZA	72.00		08/09/22
		9 PIZZAS							
161		02/23 AP	07/23/22	0000000		PAPA JOHN'S PIZZA	72.00		08/09/22
		9 PIZZAS							

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FUND 101 GENERAL FUND											
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS						continued					
121		02/23	AP	07/22/22	0000000	PAPA JOHN'S PIZZA	72.00		08/09/22		
		9				PIZZAS					
121		02/23	AP	07/21/22	0000000	PAPA JOHN'S PIZZA	72.00		08/09/22		
		9				PIZZAS					
121		02/23	AP	07/21/22	0000000	PAPA JOHN'S PIZZA	72.00		08/09/22		
		9				PIZZAS					
121		02/23	AP	07/21/22	0000000	ATLANTIC COCA-COLA	411.83		08/09/22		
						CONCESSIONS-SODA					
121		02/23	AP	07/21/22	0000000	MYERS-COX COMPANY	1,261.15		08/09/22		
						CONCESSION ORDER					
121		02/23	AP	07/20/22	0000000	PAPA JOHN'S PIZZA	72.00		08/09/22		
		9				PIZZAS					
121		02/23	AP	07/20/22	0000000	PAPA JOHN'S PIZZA	64.00		08/09/22		
		8				PIZZAS					
121		02/23	AP	07/20/22	0000000	PAPA JOHN'S PIZZA	72.00		08/09/22		
		9				PIZZAS					
175		01/23	AP	07/18/22	0140885	US BANK	99.00		08/08/22		
						GEHL FOODS INC					
						CHEESE DISPEN.					
175		01/23	AP	07/15/22	0140885	US BANK	95.92		08/08/22		
						MARTIN BROTHERS					
						SNOW CONE SYRUP					
		ACCOUNT TOTAL						7,856.28	.00	7,856.28	
101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP											
2366		12/22	AP	06/29/22	0140885	US BANK	109.99		08/08/22		
						BARRE ABOVE					
2366		12/22	AP	06/23/22	0140885	US BANK	1,833.06		08/08/22		
						DIRECT FITNESS SOLUTIONS					
						ADULT EXERCISE EQUIPMENT					
175		01/23	AP	07/15/22	0140885	US BANK	63.80		08/08/22		
						AMZN MKTP US*N55RW53Y3					
						BANDANAS					
		ACCOUNT TOTAL						2,006.85	.00	2,006.85	
101-2253-423.73-17 OTHER SUPPLIES / THE FALLS POOL CHEMICALS											
173		02/23	AP	07/28/22	0000000	ACCO UNLIMITED CORPORATION	2,858.80		08/09/22		
						ACID & CHLORINE					
121		02/23	AP	07/19/22	0000000	ACCO UNLIMITED CORPORATION	1,846.60		08/09/22		
						ACID AND CHLORINE					
121		02/23	AP	07/15/22	0000000	CARRICO AQUATIC RESOURCES INC	146.79		08/09/22		
						INJECTOR PARTS					
175		01/23	AP	07/08/22	0140885	US BANK	47.96		08/08/22		
						MARTIN BROTHERS					
						SNO-CONE SYRUP					
175		01/23	AP	07/06/22	0140885	US BANK	18.95		08/08/22		
						HY-VEE CEDAR FALLS 1052					
						HOT DOG BUNS					
		ACCOUNT TOTAL						4,919.10	.00	4,919.10	

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FUND 101 GENERAL FUND										
101-2253-423.73-55						OTHER SUPPLIES / MEDIA				
2366		12/22	AP	06/28/22	0140885	US BANK	12.99			08/08/22
						CANVA* I03464-27879521				
						MEDIA-SUBSCRIPTION				
						ACCOUNT TOTAL	12.99	.00	12.99	
101-2253-423.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				
2354		12/22	AP	07/28/22	0000000	BLACK HAWK TENNIS CLUB	1,812.51			08/09/22
						CONDUCTING TENNIS PROGRAM				
121		02/23	AP	07/28/22	0000000	BLACK HAWK TENNIS CLUB	2,416.69			08/09/22
						CONDUCTING TENNIS PROGRAM				
						ACCOUNT TOTAL	4,229.20	.00	4,229.20	
101-2253-423.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
2366		12/22	AP	06/22/22	0140885	US BANK	175.00			08/08/22
						NRPA OPERATING				
						DUES-B GOOS				
						ACCOUNT TOTAL	175.00	.00	175.00	
101-2253-423.86-30						REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP				
2354		12/22	AP	06/29/22	0000000	MICROBAC LABORATORIES, INC	51.75			08/09/22
						JUNE WATER TEST				
173		02/23	AP	07/31/22	0000000	CULLIGAN WATER CONDITIONING	121.25			08/09/22
						JULY 22 CULLIGAN SERVICE				
175		01/23	AP	07/15/22	0140885	US BANK	33.99			08/08/22
						O DONNELL ACE HARDWARE				
175		01/23	AP	07/06/22	0140885	US BANK	275.00			08/08/22
						EXPRESSO				
175		01/23	AP	07/06/22	0140885	US BANK	275.00			08/08/22
						EXPRESSO				
175		01/23	AP	07/06/22	0140885	US BANK	275.00			08/08/22
						EXPRESSO				
						EXPRESSO ANNUAL PLAN 2023				
						ACCOUNT TOTAL	1,031.99	.00	1,031.99	
101-2253-423.86-31						REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.				
2366		12/22	AP	06/29/22	0140885	US BANK	88.22			08/08/22
						WM SUPERCENTER #753				
2366		12/22	AP	06/29/22	0140885	US BANK	44.71			08/08/22
						CONSC MICROWAVE				
2366		12/22	AP	06/21/22	0140885	US BANK	149.98			08/08/22
						SP SPRINKL SUPPLY				
2355		12/22	AP	05/31/22	0000000	NAPA AUTO PARTS	11.48			08/09/22
						O DONNELL ACE HARDWARE				
121		02/23	AP	07/22/22	0000000	MICROBAC LABORATORIES, INC	51.75			08/09/22
						TAPE FOR ELEPHANT				

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FUND 101 GENERAL FUND								
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.						continued		
				JULY WATER TEST 2022				
161				02/23 AP 07/22/22	0000000 CITY LAUNDERING CO.	208.85		08/09/22
				FIRST AID RESTOCK				
175				01/23 AP 07/20/22	0140885 US BANK	239.98		08/08/22
				AMZN MKTP US*VI7F93UV3 REPL HOT DOG COOKER				
175				01/23 AP 07/19/22	0140885 US BANK	21.76		08/08/22
				O DONNELL ACE HARDWARE DUCT TAPE, FLY CONTROL				
175				01/23 AP 07/19/22	0140885 US BANK	792.00		08/08/22
				THE LIFE GUARD STORE HEAD IMMOBILE, HIP PACKS,				
175				01/23 AP 07/15/22	0140885 US BANK	8.69		08/08/22
				O DONNELL ACE HARDWARE SIGN PAINT				
175				01/23 AP 07/13/22	0140885 US BANK	246.00		08/08/22
				AMERICAN RED CROSS GAURD STAFF RECERT				
175				01/23 AP 07/07/22	0140885 US BANK	3.99		08/08/22
				FARM & FLT OF CEDAR FLS VASELINE FOR STARTING				
175				01/23 AP 07/04/22	0140885 US BANK	6.69		08/08/22
				O DONNELL ACE HARDWARE TOILET BOLTS				
175				01/23 AP 07/04/22	0140885 US BANK	111.39		08/08/22
				AMZN MKTP US*2L0TC8B63 CONCESSIONS MENU BOARD				
175				01/23 AP 07/01/22	0140885 US BANK	19.69		08/08/22
				O DONNELL ACE HARDWARE SNAP RINGS PLIERS				
175				01/23 AP 07/01/22	0140885 US BANK	41.00		08/08/22
				AMERICAN RED CROSS STAFF RECERT				
ACCOUNT TOTAL						2,046.18	.00	2,046.18
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
2366				12/22 AP 06/27/22	0140885 US BANK	86.67		08/08/22
				AMZN MKTP US*Q26WF7FW3 AM CORDS, DISH SOAP, SILVERWARE				
ACCOUNT TOTAL						86.67	.00	86.67
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES								
2366				12/22 AP 06/30/22	0140885 US BANK	1.98		08/08/22
				COPYWORKS CEDAR FALLS ACETATE COPIES				
2366				12/22 AP 06/24/22	0140885 US BANK	21.36		08/08/22
				WAL-MART #0753 COOKIE DOUGH, APPLES, GRAPE				
2366				12/22 AP 06/24/22	0140885 US BANK	80.94		08/08/22
				MICHAELS STORES 1246 FACEPAINTING KITS				
2366				12/22 AP 06/24/22	0140885 US BANK	55.00		08/08/22
				AMZN MKTP US*8I6806J3R3 EPOXY				
2366				12/22 AP 06/22/22	0140885 US BANK	18.94		08/08/22
				MENARDS WATERLOO IA GRAVEL, SAND ROCKS FOR				
175				01/23 AP 07/15/22	0140885 US BANK	35.98		08/08/22
				HOBBY-LOBBY #0135 JEWELRY MAKING SUPPLIES				
175				01/23 AP 07/13/22	0140885 US BANK	25.00		08/08/22
				DOLLAR TREE BATTERIES, BLACK BOARD				

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FUND 101 GENERAL FUND											
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES						continued					
175		01/23	AP	07/11/22	0140885	US BANK	275.55		08/08/22		
		WM SUPERCENTER #753 SNACKS, PAINT, STRAWS									
175		01/23	AP	07/11/22	0140885	US BANK	57.51		08/08/22		
		MICHAELS STORES 1246 PLASTIC BOXES, BIRDBOUSES									
175		01/23	AP	07/08/22	0140885	US BANK	30.99		08/08/22		
		AMZN MKTP US*IJ49H0FC3 BLACK LIGHT FLASHLIGHTS									
175		01/23	AP	07/07/22	0140885	US BANK	107.43		08/08/22		
		WAL-MART #0753 GLUE, PAINT, MARKERS									
175		01/23	AP	07/07/22	0140885	US BANK	128.40		08/08/22		
		MICHAELS STORES 1246 CANVAS, WATERCOLOR									
175		01/23	AP	07/07/22	0140885	US BANK	58.32		08/08/22		
		DOLLAR TREE MARKERS, MAGNETS, BAKING									
175		01/23	AP	07/06/22	0140885	US BANK	57.32		08/08/22		
		PAYPAL *OWLPelletSC OWL PELLETS									
175		01/23	AP	07/04/22	0140885	US BANK	44.32		08/08/22		
		DBC*BLICK ART MATERIAL SCREEN PRINT CHEMICALS									
		ACCOUNT TOTAL						999.04	.00	999.04	
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES											
2374		12/22	AP	06/01/22	0000000	SIGNS & DESIGNS, INC.	100.00		08/09/22		
		SCHWARZ SHOW VINYL									
186		02/23	AP	08/04/22	0000000	SIGNS BY TOMORROW	148.00		08/09/22		
		LUMINOUS PINNACLES LABELS									
		ACCOUNT TOTAL						248.00	.00	248.00	
101-2280-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE											
186		02/23	AP	08/03/22	0000000	FINAL THURSDAY PRESS	13.14		08/09/22		
		JEFF SEARS BOOK-THE WORTH OF THE HARVEST									
186		02/23	AP	07/06/22	0000000	SCHWARZ, DEAN LESTER	162.50		08/09/22		
		SCHWARZ BOOKS FOR SALE									
		ACCOUNT TOTAL						175.64	.00	175.64	
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.											
175		01/23	AP	07/18/22	0140885	US BANK	4.98		08/08/22		
		KWIK STAR 72600007260 ICE FOR PARTY ON PATIO									
175		01/23	AP	07/15/22	0140885	US BANK	6.00		08/08/22		
		HY-VEE CEDAR FALLS 1052 PLASTIC CUPS									
		ACCOUNT TOTAL						10.98	.00	10.98	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											
186		02/23	AP	08/03/22	0000000	MYERS, BRAD	500.00		08/09/22		

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FUND 101 GENERAL FUND								
101-2280-423.81-01					PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			continued
186		02/23 AP		07/22/22	0000000 ARAMARK	9.84		08/09/22
					CONCERT PERFORMANCE WITH KATE MYERS 9/8/22			
					RUG SERVICE			
					ACCOUNT TOTAL	509.84	.00	509.84
101-2280-423.81-06					PROFESSIONAL SERVICES / PRINTING & PUBLICATION			
186		02/23 AP		08/03/22	0000000 KAREN'S PRINT-RITE	339.00		08/09/22
					LUMINOUS PINNACLES POST CARDS			
186		02/23 AP		07/28/22	0000000 LEVERAGE PRINTING INC	1,116.80		08/09/22
					FALL BROCHURE PRINTING			
					ACCOUNT TOTAL	1,455.80	.00	1,455.80
101-2280-423.81-61					PROFESSIONAL SERVICES / PROMOTIONS			
2366		12/22 AP		06/27/22	0140885 US BANK	250.00		08/08/22
					FACEBK VAPRUFTYN2 FACEBOOK ADS			
175		01/23 AP		07/11/22	0140885 US BANK	12.95		08/08/22
					CANVA* I03476-13626516 MONTHLY CHARGE			
175		01/23 AP		07/04/22	0140885 US BANK	203.40		08/08/22
					DREAMHOST ANNUAL WEBHOST CHARGE			
175		01/23 AP		07/01/22	0140885 US BANK	250.00		08/08/22
					FACEBK QHBHDFPYN2 FACEBOOK ADS			
					ACCOUNT TOTAL	716.35	.00	716.35
101-2280-423.83-06					TRANSPORTATION&EDUCATION / EDUCATION			
175		01/23 AP		07/13/22	0140885 US BANK	50.00		08/08/22
					IA CULTURAL AFFAIRS IOWA ARTS SUMMIT-SHERI O			
					ACCOUNT TOTAL	50.00	.00	50.00
101-2280-423.93-01					EQUIPMENT / EQUIPMENT			
2366		12/22 AP		06/29/22	0140885 US BANK	700.09		08/08/22
					TENSATOR INC. STANCHIONS			
186		02/23 AP		07/30/22	0000000 O'DONNELL ACE HARDWARE	12.68		08/09/22
					DREMME/SANDING EQUIPMENT FOR CERAMICS LAB			
					ACCOUNT TOTAL	712.77	.00	712.77
101-4511-414.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
191		02/23 AP		07/28/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	4.56		08/09/22
					COPY PAPER			
					ACCOUNT TOTAL	4.56	.00	4.56

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FUND 101 GENERAL FUND										
101-4511-174	414.72-02	OPERATING SUPPLIES /		02/23 AP 07/22/22	0000000	LAUNDRY ARAMARK	7.25		08/09/22	
174		TOWELS-STATION #1		02/23 AP 07/22/22	0000000	ARAMARK	18.98		08/09/22	
		TOWELS;MATS-PSS BUILDING								
		ACCOUNT TOTAL					26.23	.00	26.23	
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES										
101-4511-175	01/23 AP 07/19/22	0140885		01/23 AP 07/19/22	0140885	US BANK	86.48		08/08/22	
		AMZN MKTP US*HA4B71J93				4-PATIENT TRANSPORT SHEET				
175	01/23 AP 07/11/22	0140885		01/23 AP 07/11/22	0140885	US BANK	40.42		08/08/22	
		ARIZONA HIKING SHACK				ROPE FOR SKED RESCUE				
		ACCOUNT TOTAL					126.90	.00	126.90	
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR										
101-4511-174	02/23 AP 08/01/22	0000000		02/23 AP 08/01/22	0000000	O'DONNELL ACE HARDWARE	22.47		08/09/22	
		BATTERIES & BOLT W/NUT								
174	02/23 AP 07/26/22	0000000		02/23 AP 07/26/22	0000000	SANDRY FIRE SUPPLY, L.L.C.	3,672.75		08/09/22	
		SCBA TESTING & REPAIR				2022 ANNUAL SERVICE				
		ACCOUNT TOTAL					3,695.22	.00	3,695.22	
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
101-4511-2366	12/22 AP 06/23/22	0140885		12/22 AP 06/23/22	0140885	US BANK	284.07		08/08/22	
		AMZN MKTP US*MX9GX9FS3				STRAPS-FIREFIGHTER RADIOS				
		ACCOUNT TOTAL					284.07	.00	284.07	
101-4511-414.72-23 OPERATING SUPPLIES / RADIO & MDC FEES										
101-4511-174	02/23 AP 08/01/22	0000000		02/23 AP 08/01/22	0000000	BLACK HAWK CO.E911-TREASURER	300.00		08/09/22	
		3 LICENSES W/SHIELD TECH.				SW MOBILE FY23				
		ACCOUNT TOTAL					300.00	.00	300.00	
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
101-4511-2355	12/22 AP 05/31/22	0000000		12/22 AP 05/31/22	0000000	NAPA AUTO PARTS	70.81		08/09/22	
		PARTS & EXPENSES-MAY'22								
174	02/23 AP 07/27/22	0000000		02/23 AP 07/27/22	0000000	O'DONNELL ACE HARDWARE		6.69	08/09/22	
		RETURNED FLEX TUBING				WRONG SIZE				
174	02/23 AP 07/27/22	0000000		02/23 AP 07/27/22	0000000	O'DONNELL ACE HARDWARE	6.69		08/09/22	
		FLEX TUBING								
174	02/23 AP 07/26/22	0000000		02/23 AP 07/26/22	0000000	O'DONNELL ACE HARDWARE	6.69		08/09/22	
		FLEX TUBING								

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FUND 101 GENERAL FUND										
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
	180	02/23 AP		07/14/22	0000000	MENARDS-CEDAR FALLS	119.98			08/09/22
					4	PORTABLE TABLES				
						ACCOUNT TOTAL	204.17	6.69	197.48	
101-4511-414.73-55 OTHER SUPPLIES / MEDIA										
	175	01/23 AP		07/01/22	0140885	US BANK	48.30			08/08/22
					FACEBK *974V2HTTJ2	FIREWORKS AD ON FACEBOOK				
					PROJECT#: 909					
						ACCOUNT TOTAL	48.30	.00	48.30	
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2366		12/22 AP		06/27/22	0140885	US BANK	7.49			08/08/22
					KWIK TRIP 48100004812	MEALS-CMC TRAINING				
2366		12/22 AP		06/27/22	0140885	US BANK	9.53			08/08/22
					KWIK TRIP 48100004812	MEALS-CMC TRAINING				
2366		12/22 AP		06/27/22	0140885	US BANK	13.32			08/08/22
					APPLEBEES RED 19219591	MEALS-CMC TRAINING				
2366		12/22 AP		06/27/22	0140885	US BANK	10.17			08/08/22
					KWIK TRIP 37600003764	MEALS-CMC TRAINING				
2366		12/22 AP		06/27/22	0140885	US BANK	27.00			08/08/22
					KWIK TRIP 48100004812	FUEL-CMC TRAINING				
2366		12/22 AP		06/27/22	0140885	US BANK	7.20			08/08/22
					KWIK TRIP 48100004812	MEALS-CMC TRAINING				
2366		12/22 AP		06/27/22	0140885	US BANK	11.59			08/08/22
					CASEYS #3439	MEALS-CMC TRAINING				
2366		12/22 AP		06/24/22	0140885	US BANK	6.98			08/08/22
					KWIK TRIP 48100004812	MEALS-CMC TRAINING				
2366		12/22 AP		06/24/22	0140885	US BANK	21.57			08/08/22
					THE SMOKIN OAK	MEALS-CMC TRAINING				
2366		12/22 AP		06/23/22	0140885	US BANK	6.98			08/08/22
					KWIK TRIP 48100004812	MEALS-CMC TRAINING				
2366		12/22 AP		06/23/22	0140885	US BANK	16.94			08/08/22
					SUBWAY 32201	MEALS-CMC TRAINING				
2366		12/22 AP		06/22/22	0140885	US BANK	6.71			08/08/22
					RANDYS RESTAURANT	MEALS-CMC TRAINING				
2366		12/22 AP		06/22/22	0140885	US BANK	16.94			08/08/22
					SUBWAY 32201	MEALS-CMC TRAINING				
2366		12/22 AP		06/21/22	0140885	US BANK	16.94			08/08/22
					SUBWAY 32201	MEALS-CMC TRAINING				
						ACCOUNT TOTAL	179.36	.00	179.36	
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
2366		12/22 AP		06/21/22	0140885	US BANK		4.20		08/08/22

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FUND 101 GENERAL FUND								
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE						continued		
174		02/23 AP		07/25/22	0000000 SHIRT SHACK INC., THE	406.75		08/09/22
					T-SHIRTS;INVENTORY			
					ACCOUNT TOTAL	406.75	4.20	402.55
101-4511-414.93-01 EQUIPMENT / EQUIPMENT								
174		02/23 AP		07/21/22	0000000 SANDRY FIRE SUPPLY, L.L.C.	2,448.00		08/09/22
					HYDRA RAM FORCIBLE ENTRY			
174		02/23 AP		07/21/22	0000000 O'DONNELL ACE HARDWARE	889.48		08/09/22
					GRILL AND COVER			
					ACCOUNT TOTAL	3,337.48	.00	3,337.48
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
191		02/23 AP		07/28/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	4.56		08/09/22
					COPY PAPER			
175		01/23 AP		07/19/22	0140885 US BANK	20.98		08/08/22
					AMAZON.COM*KI7X71283			
					ACCOUNT TOTAL	25.54	.00	25.54
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
2366		12/22 AP		06/22/22	0140885 US BANK	71.00		08/08/22
					WM SUPERCENTER #753			
2366		12/22 AP		06/21/22	0140885 US BANK	166.80		08/08/22
					FILMTOOLS			
180		02/23 AP		08/01/22	0000000 L & M TRANSMISSION	100.00		08/09/22
					TOW WHITE AUDI			
180		02/23 AP		08/01/22	0000000 MARTIN BROS.DISTRIBUTING	176.96		08/09/22
					CUPS;SPOONS-PD KITCHEN			
174		02/23 AP		07/22/22	0000000 ARAMARK	18.98		08/09/22
					TOWELS;MATS-PSS BUILDING			
175		01/23 AP		07/20/22	0140885 US BANK	260.00		08/08/22
					AMZN MKTP US*R84224S33			
180		02/23 AP		07/19/22	0000000 SIGNS BY TOMORROW	63.75		08/09/22
					ACTIVE SHOOTER SIGNS			
180		02/23 AP		07/14/22	0000000 MENARDS-CEDAR FALLS	119.98		08/09/22
					4 PORTABLE TABLES			
					ACCOUNT TOTAL	977.47	.00	977.47
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT								
2366		12/22 AP		06/22/22	0140885 US BANK	226.98		08/08/22
					PAYPAL *REOLINK			
					PD COVERT CAMERA-TESTING			

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FUND 101 GENERAL FUND										
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT						continued				
PROJECT#: 052407										
175		01/23 AP		07/11/22	0140885	US BANK	38.96			08/08/22
						AMZN MKTP US*HX55C6PR3				
175		01/23 AP		07/04/22	0140885	US BANK	126.25			08/08/22
						TRITECH FORENSICS				
175		01/23 AP		07/01/22	0140885	US BANK	59.97			08/08/22
						AMAZON.COM*TL68CONS3 AMZN				
						SD CARDS-PD DRONE				
						ACCOUNT TOTAL	452.16	.00	452.16	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
180		02/23 AP		06/22/22	0000000	MIDWEST DEFENSE SOLUTIONS, LL	2,071.26			08/09/22
						4 BALLISTIC VESTS				50% REIMBURSED BY GRANT
						ACCOUNT TOTAL	2,071.26	.00	2,071.26	
101-5521-415.72-23 OPERATING SUPPLIES / RADIO & MDC FEES										
180		02/23 AP		08/01/22	0000000	BLACK HAWK CO.E911-TREASURER	875.00			08/09/22
						AVL INTERFACE SW MOBILE				13 SHIELDWARE LICENSES
						ACCOUNT TOTAL	875.00	.00	875.00	
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE										
175		01/23 AP		07/11/22	0140885	US BANK	13.78			08/08/22
						THE UPS STORE 5617				SHIP EXAMS TO STANARD
						ACCOUNT TOTAL	13.78	.00	13.78	
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
175		01/23 AP		07/01/22	0140885	US BANK	30.00			08/08/22
						IA SECRETARY OF STATE				RENEW NOTARY-J. CREIGHTON
						ACCOUNT TOTAL	30.00	.00	30.00	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2366		12/22 AP		06/27/22	0140885	US BANK	344.91			08/08/22
						BW PLUS DES MOINES WES				HOTEL-SCH.SAFETY-REIMERS
2366		12/22 AP		06/23/22	0140885	US BANK	24.13			08/08/22
						TST* TRIBUTE				MEAL-IA ACTS OF INTEREST
175		01/23 AP		07/19/22	0140885	US BANK	56.00			08/08/22
						IA PUBLIC DEF TRAINING				HOTEL-SUPV.INVEST.UNITS
175		01/23 AP		07/01/22	0140885	US BANK	10.58			08/08/22
						CASEYS #2816				MEAL-RIFLE INSTR.RECERT.
						ACCOUNT TOTAL	435.62	.00	435.62	

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FUND 101 GENERAL FUND									
101-5521-415.93-01					EQUIPMENT / EQUIPMENT				
2366				12/22 AP 06/24/22	0140885 US BANK	415.00		08/08/22	
					INTOXIMETERS INC				
					1 BREATHALIZER				
					ACCOUNT TOTAL	415.00	.00	415.00	
101-6613-433.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES				
2355				12/22 AP 06/30/22	0000000 NAPA AUTO PARTS	645.58		08/09/22	
					PARTS & EXPENSES-JUNE'22				
2355				12/22 AP 05/31/22	0000000 NAPA AUTO PARTS	867.93		08/09/22	
					PARTS & EXPENSES-MAY'22				
191				02/23 AP 08/01/22	0000000 BROWN'S SHOE FIT	160.00		08/09/22	
					SAFETY SHOES-C FRAZER				
					P.O. 56741				
191				02/23 AP 08/01/22	0000000 BROWN'S SHOE FIT	175.00		08/09/22	
					SAFETY SHOES-S CRAWFORD				
					P.O. 56747				
160				02/23 AP 07/26/22	0000000 BUILDERS SELECT LLC	26.97		08/09/22	
					CLEAR SEALANT				
179				02/23 AP 07/25/22	0000000 BUILDERS SELECT LLC	26.97		08/09/22	
					SEALANT				
160				02/23 AP 07/21/22	0000000 O'DONNELL ACE HARDWARE	23.99		08/09/22	
					SHOVEL HANDLE				
179				02/23 AP 07/13/22	0000000 O'DONNELL ACE HARDWARE	139.95		08/09/22	
					PICK UP TOOL				
179				02/23 AP 07/13/22	0000000 O'DONNELL ACE HARDWARE	9.69		08/09/22	
					EPOXY				
					ACCOUNT TOTAL	2,076.08	.00	2,076.08	
101-6616-446.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES				
2355				12/22 AP 06/30/22	0000000 NAPA AUTO PARTS	3,969.93		08/09/22	
					PARTS & EXPENSES-JUNE'22				
2369				12/22 AP 06/29/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	83.45		08/09/22	
					TRASH LINERS				
PROJECT#:					062507				
2366				12/22 AP 06/24/22	0140885 US BANK	131.96		08/08/22	
					AMZN MKTP US*QV6SV5WJ3				
PROJECT#:					062506				
2355				12/22 AP 05/31/22	0000000 NAPA AUTO PARTS	288.13		08/09/22	
					PARTS & EXPENSES-MAY'22				
160				02/23 AP 08/01/22	0000000 FRESH START CLEANING SOLUTION	3,700.00		08/09/22	
					JANITORIAL SERVICE				
PROJECT#:					062501				
160				02/23 AP 08/01/22	0000000 FRESH START CLEANING SOLUTION	700.00		08/09/22	
					JANITORIAL SERVICE				
PROJECT#:					062509				
160				02/23 AP 08/01/22	0000000 FRESH START CLEANING SOLUTION	7,000.00		08/09/22	
					JANITORIAL SERVICE				
PROJECT#:					062507				

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FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
	160	02/23 AP		08/01/22	0000000	FRESH START CLEANING SOLUTION	3,165.00			08/09/22
						JANITORIAL SERVICE				
	PROJECT#:				062511					
	160	02/23 AP		08/01/22	0000000	FRESH START CLEANING SOLUTION	2,170.00			08/09/22
						JANITORIAL SERVICE				
	PROJECT#:				062508					
	160	02/23 AP		08/01/22	0000000	FRESH START CLEANING SOLUTION	3,300.00			08/09/22
						JANITORIAL SERVICE				
	PROJECT#:				062503					
	160	02/23 AP		08/01/22	0000000	FRESH START CLEANING SOLUTION	1,865.00			08/09/22
						JANITORIAL SERVICE				
	PROJECT#:				062506					
	160	02/23 AP		08/01/22	0000000	FRESH START CLEANING SOLUTION	1,500.00			08/09/22
						JANITORIAL SERVICE				
	PROJECT#:				062505					
	160	02/23 AP		08/01/22	0000000	FRESH START CLEANING SOLUTION	500.00			08/09/22
						JANITORIAL SERVICE				
	PROJECT#:				062515					
	160	02/23 AP		07/27/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	455.80			08/09/22
						TISSUE, SOAP AND TOWELS				
	PROJECT#:				062514					
	160	02/23 AP		07/27/22	0000000	O'DONNELL ACE HARDWARE	12.69			08/09/22
						ADHESIVE				
	PROJECT#:				062503					
	127	02/23 AP		07/19/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	94.94			08/09/22
						LINERS, TOWELS, SOAP AND CLEANER				
	PROJECT#:				062501					
	127	02/23 AP		07/19/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	593.02			08/09/22
						LINERS, TOWELS, SOAP AND CLEANER				
	PROJECT#:				062503					
	127	02/23 AP		07/19/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	208.13			08/09/22
						LINERS, TOWELS, SOAP AND CLEANER				
	PROJECT#:				062506					
	127	02/23 AP		07/19/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	464.49			08/09/22
						LINERS, TOWELS, SOAP AND CLEANER				
	PROJECT#:				062507					
	127	02/23 AP		07/19/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	238.61			08/09/22
						LINERS, TOWELS, SOAP AND CLEANER				
	PROJECT#:				062511					
	127	02/23 AP		07/14/22	0000000	O'DONNELL ACE HARDWARE	27.38			08/09/22
						TAPE AND PLASTIC				
	PROJECT#:				062501					
	127	02/23 AP		07/12/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	166.92			08/09/22
						TRASH LINERS				
	PROJECT#:				062507					
						ACCOUNT TOTAL	30,635.45	0.00		30,635.45

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FUND 101 GENERAL FUND									
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
	179	02/23 AP		07/20/22	0000000	O'DONNELL ACE HARDWARE	36.99		08/09/22
						COOLER FOR PAINT TRUCK			
		PROJECT#:			062506				
	175	01/23 AP		07/01/22	0140885	US BANK	79.95		08/08/22
						HINGE STRAIGHTENER			
		PROJECT#:			062506				
						ACCOUNT TOTAL	116.94	0.00	116.94
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
	2379	12/22 AP		07/24/22	0000000	PLUMB TECH INC.	464.00		08/09/22
						PUMP REPAIR			
		PROJECT#:			062503	DATE OF SERVICE 6/22&6/30			
	2379	12/22 AP		07/20/22	0000000	KOCH CONSTRUCTION, INC.	449.03		08/09/22
						REPAIR WALL-RESTROOM V&T			
		PROJECT#:			062509	DATE OF SERVICE 6/30/22			
	2379	12/22 AP		07/19/22	0000000	PLUMB TECH INC.	267.31		08/09/22
						HVAC REPAIR			
		PROJECT#:			062506	DATE OF SERVICE 6/22/22			
	2355	12/22 AP		07/15/22	0000000	AIRE SERV.OF THE CEDAR VALLEY	558.28		08/09/22
						HVAC REPAIR 6/30/22			
		PROJECT#:			062501				
	160	02/23 AP		07/27/22	0000000	O'DONNELL ACE HARDWARE	13.69		08/09/22
						PICTURE HANGERS			
		PROJECT#:			062503				
	179	02/23 AP		07/25/22	0000000	ECHO GROUP, INC.	179.60		08/09/22
						LIGHT BALLAST			
		PROJECT#:			062503				
	179	02/23 AP		07/25/22	0000000	ECHO GROUP, INC.	194.40		08/09/22
						LIGHT BULBS			
		PROJECT#:			062503				
	175	01/23 AP		07/20/22	0140885	US BANK	191.65		08/08/22
						AMZN MKTP US*BN8W501H3 AM			
		PROJECT#:			062514	DRAIN COVERS, PIPE CLAMPS			
	127	02/23 AP		07/15/22	0000000	POLK'S LOCK SERVICE, INC.	230.00		08/09/22
						LOCK REPLACEMENT OFFICE			
		PROJECT#:			062514				
	127	02/23 AP		07/13/22	0000000	AIRE SERV.OF THE CEDAR VALLEY	550.00		08/09/22
						HVAC REPAIR			
		PROJECT#:			062507				
	179	02/23 AP		07/12/22	0000000	O'DONNELL ACE HARDWARE	11.12		08/09/22
						DRIVERS AND SCREWS			
		PROJECT#:			062506				
	127	02/23 AP		07/11/22	0000000	PLUMB SUPPLY COMPANY, LLC	20.75		08/09/22
						STOOL VALVE REPAIR			
		PROJECT#:			062506				
	175	01/23 AP		07/11/22	0140885	US BANK	37.90		08/08/22
						AMZN MKTP US*5D8SH2873			
						TRIM TO REPLACE DAMAGE			

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FUND 101 GENERAL FUND									
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued			
					PROJECT#:	062511			
	127	02/23 AP		07/06/22	0000000	POLK'S LOCK SERVICE, INC.	230.00		08/09/22
						LOCK REPLACEMENT CHEMICAL ROOM			
					PROJECT#:	062514			
	175	01/23 AP		07/01/22	0140885	US BANK	13.49		08/08/22
						AMZN MKTP US*WLLLC6Q73 HINGE SHIMS			
					PROJECT#:	062506			
					ACCOUNT TOTAL		3,411.22	.00	3,411.22
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL									
	179	02/23 AP		08/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	50.52		08/09/22
						PEST CONTROL			
					PROJECT#:	062511			
	179	02/23 AP		08/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	26.96		08/09/22
						PEST CONTROL			
					PROJECT#:	062508			
	179	02/23 AP		08/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	26.75		08/09/22
						PEST CONTROL			
					PROJECT#:	062505			
	179	02/23 AP		08/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	32.10		08/09/22
						PEST CONTROL			
					PROJECT#:	062510			
	179	02/23 AP		08/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	42.80		08/09/22
						PEST CONTROL			
					PROJECT#:	062507			
	179	02/23 AP		08/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	42.80		08/09/22
						PEST CONTROL			
					PROJECT#:	062515			
	179	02/23 AP		07/21/22	0000000	PLUNKETT'S PEST CONTROL, INC	42.00		08/09/22
						RODENT CONTROL			
					PROJECT#:	062506			
					ACCOUNT TOTAL		263.93	.00	263.93
101-6616-446.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
	2366	12/22 AP		06/22/22	0140885	US BANK	80.00		08/08/22
						INTERNATIONAL MUNICIPA IMSA TRAFFIC SIGNAL			
					PROJECT#:	062506			
					ACCOUNT TOTAL		80.00	.00	80.00
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS									
	160	02/23 AP		07/22/22	0000000	ARAMARK	19.50		08/09/22
						MAT SERVICE			
					PROJECT#:	062501			

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FUND 101 GENERAL FUND											
101-6616-446.86-02				REPAIR & MAINTENANCE / BUILDINGS & GROUNDS							
160		02/23 AP		07/21/22 0000000			GOODWIN TUCKER GROUP	294.50		08/09/22	
				ICE MACHINE CLEANING							
PROJECT#:				062506							
160		02/23 AP		07/20/22 0000000			PROSHIELD FIRE & SECURITY	2,656.50		08/09/22	
				FIRE EXTINGUISHER ANNUAL			MAINTENANCE				
PROJECT#:				062506							
				ACCOUNT TOTAL				2,970.50	.00	2,970.50	
101-6616-446.86-30				REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP							
158		02/23 AP		07/26/22 0000000			C & C WELDING & SANDBLASTING	307.25		08/09/22	
				STAIR RAILING REPAIR			BUILDING MAINT				
158		02/23 AP		07/21/22 0000000			SIGNS & DESIGNS, INC.	130.00		08/09/22	
				VINYL LETTERING REPLACEME							
				ACCOUNT TOTAL				437.25	.00	437.25	
101-6623-423.86-01				REPAIR & MAINTENANCE / REPAIR & MAINTENANCE							
158		02/23 AP		08/25/22 0000000			IOWA DEPT-NATURAL RESOURCES	25.00		08/09/22	
				ANNUAL WATER SUPPLY FEE			PHEASANT RIDGE				
				ACCOUNT TOTAL				25.00	.00	25.00	
101-6625-432.71-01				OFFICE SUPPLIES / OFFICE SUPPLIES							
159		02/23 AP		07/18/22 0000000			OFFICE EXPRESS OFFICE PRODUCT	51.56		08/09/22	
				ENVELOPES, PENS							
159		02/23 AP		07/18/22 0000000			OFFICE EXPRESS OFFICE PRODUCT	18.99		08/09/22	
				COPY PAPER							
				ACCOUNT TOTAL				70.55	.00	70.55	
101-6625-432.72-01				OPERATING SUPPLIES / OPERATING SUPPLIES							
159		02/23 AP		07/11/22 0000000			MENARDS-CEDAR FALLS	56.92		08/09/22	
				DRILL BITS, SCREWS							
				ACCOUNT TOTAL				56.92	.00	56.92	
101-6625-432.81-44				PROFESSIONAL SERVICES / USGS RIVER GAUGE							
159		02/23 AP		07/22/22 0000000			MIDAMERICAN ENERGY	10.22		08/09/22	
				FINCHFORD RIVER GAUGE			06/22-07/22/22				
				ACCOUNT TOTAL				10.22	.00	10.22	

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FUND 101 GENERAL FUND										
101-6633-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
2355		12/22	AP	06/30/22	0000000	NAPA AUTO PARTS	528.32			08/09/22
						PARTS & EXPENSES-JUNE'22				
2355		12/22	AP	05/31/22	0000000	NAPA AUTO PARTS	1,450.46			08/09/22
						PARTS & EXPENSES-MAY'22				
160		02/23	AP	07/28/22	0000000	OUTDOOR RECREATION PROD	3,483.00			08/09/22
						PLAYGROUND MULCH				
158		02/23	AP	07/25/22	0000000	IOWA DEPT-NATURAL RESOURCES	25.00			08/09/22
						ANNUAL WATER SUPPLY FEE				
160		02/23	AP	07/21/22	0000000	O'DONNELL ACE HARDWARE	4.39			08/09/22
						HOOK				
179		02/23	AP	07/21/22	0000000	FASTENAL COMPANY	383.90			08/09/22
						GREASE KITS				
179		02/23	AP	07/21/22	0000000	FASTENAL COMPANY	70.07			08/09/22
						TOLIET BOWL CLEANER				
175		01/23	AP	07/20/22	0140885	US BANK	291.20			08/08/22
						GLASDON INC				
160		02/23	AP	07/19/22	0000000	MENARDS-CEDAR FALLS	127.38			08/09/22
						CONCRETE SUPPLIES-BITS,				
160		02/23	AP	07/19/22	0000000	ZIMCO SUPPLY CO.	747.50			08/09/22
						LAWN CHEMICAL				
160		02/23	AP	07/13/22	0000000	PLUMB SUPPLY COMPANY, LLC	215.31			08/09/22
						SOLENOID				
160		02/23	AP	07/12/22	0000000	ZIMCO SUPPLY CO.	156.00			08/09/22
						LAWN CHEMICAL				
179		02/23	AP	07/11/22	0000000	OUTDOOR & MORE	7.35			08/09/22
						PROPANE				
179		02/23	AP	07/11/22	0000000	OUTDOOR & MORE	7.35			08/09/22
						PROPANE				
127		02/23	AP	07/08/22	0000000	FASTENAL COMPANY	740.88			08/09/22
						SAFETY GLOVES				
160		02/23	AP	07/08/22	0000000	ZIMCO SUPPLY CO.	357.80			08/09/22
						HYDRO MULCH				
179		02/23	AP	07/07/22	0000000	O'DONNELL ACE HARDWARE	26.99			08/09/22
						GARDEN HOSE				
179		02/23	AP	07/07/22	0000000	OUTDOOR & MORE	7.35			08/09/22
						PROPANE				
179		02/23	AP	07/07/22	0000000	OUTDOOR & MORE	10.50			08/09/22
						PROPANE				
179		02/23	AP	07/05/22	0000000	OUTDOOR & MORE	8.40			08/09/22
						PROPANE				
						ACCOUNT TOTAL	8,649.15	.00		8,649.15
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
160		02/23	AP	07/01/22	0000000	COOLEY PUMPING, LLC	115.00			08/09/22
						PORTA POTTY EL DORADO				
						ACCOUNT TOTAL	115.00	.00		115.00

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FUND 101 GENERAL FUND								
101-6633-423	92	01			STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			
179		02/23	AP	08/01/22	0000000 HAWKEYE COMMUNITY COLLEGE	7,000.00		08/09/22
					1998 HYDROSEEDER PW03253			
					ACCOUNT TOTAL	7,000.00	.00	7,000.00
					FUND TOTAL	132,472.95	2,300.88	130,172.07
FUND 203 TAX INCREMENT FINANCING								
FUND 206 STREET CONSTRUCTION FUND								
206-6637-436	72	16			OPERATING SUPPLIES / TOOLS			
179		02/23	AP	08/01/22	0000000 O'DONNELL ACE HARDWARE	13.98		08/09/22
					CLR FOR SWEEPERS- LIME-A-WAY			
179		02/23	AP	07/27/22	0000000 MENARDS-CEDAR FALLS	32.98		08/09/22
					SLEDGE HAMMER			
179		02/23	AP	07/27/22	0000000 MENARDS-CEDAR FALLS	4.99		08/09/22
					RUBBER WHEEL			
					ACCOUNT TOTAL	51.95	.00	51.95
206-6637-436	72	60			OPERATING SUPPLIES / SAFETY SUPPLIES			
127		02/23	AP	07/08/22	0000000 FASTENAL COMPANY	740.88		08/09/22
					SAFETY GLOVES			
					ACCOUNT TOTAL	740.88	.00	740.88
206-6637-436	73	06			OTHER SUPPLIES / BUILDING REPAIR			
127		02/23	AP	07/15/22	0000000 TRACTOR SUPPLY CO.	19.99		08/09/22
					WHEEL FOR GATE			
					ACCOUNT TOTAL	19.99	.00	19.99
206-6637-436	73	19			OTHER SUPPLIES / BARRICADES & FLASHERS			
158		02/23	AP	07/26/22	0000000 O'DONNELL ACE HARDWARE	44.07		08/09/22
					CAUTION TAPE			
					ACCOUNT TOTAL	44.07	.00	44.07
206-6637-436	73	28			OTHER SUPPLIES / SIDEWALKS			
158		02/23	AP	07/18/22	0000000 BENTON'S READY MIX CONCRETE,	571.50		08/09/22
					CONCRETE-SIDEWALKS 2ND & CLAY			
					ACCOUNT TOTAL	571.50	.00	571.50

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FUND 206 STREET CONSTRUCTION FUND								
206-6637-436.73-32 OTHER SUPPLIES / STREETS								
2355				12/22 AP 06/30/22 0000000	NAPA AUTO PARTS	238.73		08/09/22
					PARTS & EXPENSES-JUNE'22			
2355				12/22 AP 06/30/22 0000000	BITUMINOUS MATERIALS & SUPPLY	1,820.73		08/09/22
					CRS-2 EMULSION			
2355				12/22 AP 05/31/22 0000000	NAPA AUTO PARTS	1,258.10		08/09/22
					PARTS & EXPENSES-MAY'22			
179				02/23 AP 07/28/22 0000000	GIERKE-ROBINSON COMPANY, INC.	109.05		08/09/22
					EXPANSION			
179				02/23 AP 07/26/22 0000000	BENTON'S READY MIX CONCRETE,	571.50		08/09/22
					REPAIR			
179				02/23 AP 07/26/22 0000000	BENTON'S READY MIX CONCRETE,	218.75		08/09/22
					CONCRETE-CFU REPAIR			
					10TH & CLAY			
179				02/23 AP 07/25/22 0000000	BENTON'S READY MIX CONCRETE,	358.75		08/09/22
					REPAIR			
					CONCRETE FOR STREET			
179				02/23 AP 07/23/22 0000000	ASPRO, INC.	713.22		08/09/22
					HOTMIX ASPHALT			
179				02/23 AP 07/22/22 0000000	BENTON'S READY MIX CONCRETE,	487.50		08/09/22
					CONCRETE-CFU REPAIR			
					L Laurinda CURB AND GUTTER			
PROJECT#:				062436				
179				02/23 AP 07/21/22 0000000	BENTON'S READY MIX CONCRETE,	562.50		08/09/22
					CONCRETE-CFU REPAIR			
					Laurinda & KNOLL RIDGE			
PROJECT#:				062436				
158				02/23 AP 07/20/22 0000000	BENTON'S READY MIX CONCRETE,	653.25		08/09/22
					CONCRETE-CFU REPAIR			
					Calumet & McCLAIN			
PROJECT#:				062436				
179				02/23 AP 07/19/22 0000000	OUTDOOR & MORE	31.50		08/09/22
					PROPANE FOR ALLEY MAINT			
158				02/23 AP 07/18/22 0000000	BENTON'S READY MIX CONCRETE,	600.00		08/09/22
					CONCRETE-CFU REPAIR			
					Oakpark & Minnetonka			
PROJECT#:				062436				
179				02/23 AP 07/18/22 0000000	OUTDOOR & MORE	7.35		08/09/22
					PROPANE			
127				02/23 AP 07/16/22 0000000	ASPRO, INC.	191.04		08/09/22
					HOT MIX ASPHALT			
127				02/23 AP 07/16/22 0000000	ASPRO, INC.	290.88		08/09/22
					HOT MIX ASPHALT			
179				02/23 AP 07/15/22 0000000	BMC AGGREGATES L.C.	2,588.70		08/09/22
					ROCK FOR ROAD WORK PROJEC			
179				02/23 AP 07/15/22 0000000	BMC AGGREGATES L.C.	2,135.28		08/09/22
					ROAD SHOULDER			
179				02/23 AP 07/15/22 0000000	BMC AGGREGATES L.C.	448.80		08/09/22
					ROCK FOR ROAD CONST			
127				02/23 AP 07/14/22 0000000	BENTON'S READY MIX CONCRETE,	175.00		08/09/22
					CONCRETE FOR CFU PATCH AT			
					519 IOWA STREET			
PROJECT#:				062436				
179				02/23 AP 07/14/22 0000000	STETSON BUILDING PRODUCTS LLC	497.74		08/09/22
					EXPANSION FOR ROAD PROJ			
127				02/23 AP 07/13/22 0000000	BENTON'S READY MIX CONCRETE,	793.75		08/09/22
					CONCRETE FOR CURB AND GUT			
					2ND AND CLAY			

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.73-32 OTHER SUPPLIES / STREETS <span style="float: right;">continued</span>										
	127	02/23 AP		07/12/22	0000000	BENTON'S READY MIX CONCRETE, CONCRETE-STREET REPAIR	175.00			08/09/22
						BLUEBELL ROAD				
						ACCOUNT TOTAL	14,927.12	.00	14,927.12	
206-6637-436.73-38 OTHER SUPPLIES / CREEK MAINTENANCE										
	127	02/23 AP		07/14/22	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR ADA RAMP	262.50			08/09/22
						2ND AND CLAY				
						ACCOUNT TOTAL	262.50	.00	262.50	
206-6637-436.81-18 PROFESSIONAL SERVICES / INRCOG										
	191	02/23 AP		07/22/22	0000000	IOWA NORTHLAND REGIONAL CO. O MEMBERSHIP DUES FY23	7,056.92			08/09/22
						ACCOUNT TOTAL	7,056.92	.00	7,056.92	
206-6637-436.92-81 STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM										
	159	02/23 AP		07/29/22	0000000	OWEN CONTRACTING INC. 3268-2022 ALLEY RECON.	41,454.30			08/09/22
						PROJECT#: 023268				
						ACCOUNT TOTAL	41,454.30	.00	41,454.30	
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS										
	2363	12/22 AP		07/26/22	0000000	TERRACON CONSULTANTS, INC. 3240-W 27TH ST RECON	240.21			08/09/22
						PROJECT#: 023240				
	159	02/23 AP		08/01/22	0000000	PETERSON CONTRACTORS 3240-W 27TH ST RECON	87,162.50			08/09/22
						PROJECT#: 023240				
						ACCOUNT TOTAL	87,402.71	.00	87,402.71	
206-6637-436.93-01 EQUIPMENT / EQUIPMENT										
	191	02/23 AP		07/20/22	0000000	BLACK HAWK RENTAL DROP DECK TRAILER	12,850.00			08/09/22
						ACCOUNT TOTAL	12,850.00	.00	12,850.00	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
	2355	12/22 AP		06/30/22	0000000	NAPA AUTO PARTS PARTS & EXPENSES-JUNE'22	563.57			08/09/22

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FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.72-01				OPERATING SUPPLIES /	OPERATING SUPPLIES				
2355		12/22	AP	05/31/22 0000000	NAPA AUTO PARTS	511.54		08/09/22	
					PARTS & EXPENSES-MAY'22				
158		02/23	AP	07/18/22 0000000	ECHO GROUP, INC.	794.93		08/09/22	
					WIRE				
127		02/23	AP	07/13/22 0000000	ECHO GROUP, INC.	16.98		08/09/22	
					ELECTRICAL BUSHING				
					ACCOUNT TOTAL	1,887.02	.00	1,887.02	
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS									
160		02/23	AP	07/19/22 0000000	MENARDS-CEDAR FALLS	83.79		08/09/22	
					PLIERS, CRVJAW, TINNER, TIES				
					ACCOUNT TOTAL	83.79	.00	83.79	
206-6647-436.72-62 OPERATING SUPPLIES / PAINT									
160		02/23	AP	07/27/22 0000000	DIAMOND VOGEL PAINT - #64/#55	180.80		08/09/22	
					PAINT				
127		02/23	AP	07/15/22 0000000	DIAMOND VOGEL PAINT - #64/#55	209.70		08/09/22	
					PAINT				
					ACCOUNT TOTAL	390.50	.00	390.50	
206-6647-436.73-12 OTHER SUPPLIES / TRAFFIC SIGNALS									
160		02/23	AP	07/29/22 0000000	MOBOTREX, INC	4,020.00		08/09/22	
					CABINET & FILTERS-SIGNALS				
					ACCOUNT TOTAL	4,020.00	.00	4,020.00	
					FUND TOTAL	171,763.25	.00	171,763.25	
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.71-01				OFFICE SUPPLIES /	OFFICE SUPPLIES				
159		02/23	AP	07/18/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	3.04		08/09/22	
					COPY PAPER				
					ACCOUNT TOTAL	3.04	.00	3.04	
					FUND TOTAL	3.04	.00	3.04	

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FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
191		02/23	AP	07/28/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	2.28		08/09/22	
					COPY PAPER				
159		02/23	AP	07/18/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	.76		08/09/22	
					COPY PAPER				
					ACCOUNT TOTAL	3.04	.00	3.04	
					FUND TOTAL	3.04	.00	3.04	
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION									
2363		12/22	AP	07/26/22	0000000 TERRACON CONSULTANTS, INC.	180.53		08/09/22	
					3230-2022 STREET RECON OLIVE ST THROUGH 06/30/22				
					PROJECT#: 023230				
159		02/23	AP	07/28/22	0000000 PETERSON CONTRACTORS	742,505.77		08/09/22	
					3230-2022 STREET CONST.				
					PROJECT#: 023230				
					ACCOUNT TOTAL	742,686.30	.00	742,686.30	
242-1240-431.92-99 STRUCTURE IMPROV & BLDGS / STREET PATCHING									
159		02/23	AP	07/13/22	0000000 BOULDER CONTRACTING, LLC	3,146.06		08/09/22	
					3275-2021 STREET PATCHING CFU				
					PROJECT#: 023275				
					ACCOUNT TOTAL	3,146.06	.00	3,146.06	
					FUND TOTAL	745,832.36	.00	745,832.36	
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
159		02/23	AP	07/18/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	3.04		08/09/22	
					COPY PAPER				
175		01/23	AP	07/11/22	0140885 US BANK	34.95		08/08/22	
					AMZN MKTP US*E18N83UT3 9 VOLT BATTERIES				
175		01/23	AP	07/07/22	0140885 US BANK	32.97		08/08/22	
					AMZN MKTP US*U80B0PD3 LITHIUM COIN BATTERIES				
					ACCOUNT TOTAL	70.96	.00	70.96	
254-1088-431.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
2366		12/22	AP	06/24/22	0140885 US BANK	149.00		08/08/22	

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FUND 254 CABLE TV FUND										
254-1088-431.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES						continued				
2366				12/22 AP 06/22/22	0140885	US BANK	128.27		08/08/22	
						STORY BLOCKSVIDEO ANNUAL SUBSCRIPTION				
191				02/23 AP 08/01/22	0000000	TUNEDGE, INC.	450.00		08/09/22	
						DROPBOX*NQ8ZQV37YM9M				
						STANDARD MUSIC LICENSE 8/1/22-8/1/23				
ACCOUNT TOTAL							727.27	0.00	727.27	
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
2366				12/22 AP 06/28/22	0140885	US BANK	302.40		08/08/22	
						B&H PHOTO 800-606-6969 TERADEK ANTENNAS				
175				01/23 AP 07/20/22	0140885	US BANK	179.86		08/08/22	
						B&H PHOTO 800-606-6969 DMX CABLES				
175				01/23 AP 07/12/22	0140885	US BANK		81.32	08/08/22	
						FULL COMPASS SYSTEMS CANCELLED ORDER-CLAMP				
175				01/23 AP 07/11/22	0140885	US BANK	81.32		08/08/22	
						FULL COMPASS SYSTEMS PLATFORM CLAMP KNOB				
ACCOUNT TOTAL							563.58	81.32	482.26	
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2366				12/22 AP 06/27/22	0140885	US BANK	5.99		08/08/22	
						CASEYS #1887 ICE FOR STURGIS CREW				
2366				12/22 AP 06/27/22	0140885	US BANK	8.00		08/08/22	
						CASEYS #3045 WATER-CREW STURGIS FALLS				
2366				12/22 AP 06/22/22	0140885	US BANK	7.48		08/08/22	
						HY-VEE F&F WATERLOO 5869 WATER-CREW STURGIS FALLS				
ACCOUNT TOTAL							21.47	0.00	21.47	
254-1088-431.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2366				12/22 AP 06/24/22	0140885	US BANK	1,782.93		08/08/22	
						B&H PHOTO 800-606-6969 MONITOR,RECORDER,SWITCHER				
ACCOUNT TOTAL							1,782.93	0.00	1,782.93	
254-1088-431.93-01 EQUIPMENT / EQUIPMENT										
2366				12/22 AP 06/29/22	0140885	US BANK	90.72		08/08/22	
						B&H PHOTO 800-606-6969 MOUNT PWR ADAPTER				
2366				12/22 AP 06/28/22	0140885	US BANK	1,890.00		08/08/22	
						B&H PHOTO 800-606-6969 LED LIGHT,LCD MONITOR				
2379				12/22 AP 06/09/22	0000000	ALLIED BROADCAST GROUP LLC	6,450.00		08/09/22	
						FUJINON XA25X8.5 BERM				
191				02/23 AP 07/28/22	0000000	B & H PHOTO-VIDEO-PRO AUDIO	4,282.74		08/09/22	
						KINO-FLO CELEB 450 LED YOKE MNT				

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FUND 254 CABLE TV FUND											
254-1088-431.93-01 EQUIPMENT / EQUIPMENT						continued					
191		02/23 AP		07/26/22	0000000	ALLIED BROADCAST GROUP LLC	6,450.00			08/09/22	
		FUJINON KA20X8.5BERM									
191		02/23 AP		07/26/22	0000000	B & H PHOTO-VIDEO-PRO AUDIO	2,302.91			08/09/22	
		SONY 100-400 LENS									
191		02/23 AP		07/26/22	0000000	VSA INC	3,380.00			08/09/22	
		FUJINON 2/3 MOUNT LENS									
175		01/23 AP		07/18/22	0140885	US BANK	60.84			08/08/22	
		AMZN MKTP US*FW8KH6CZ3									
175		01/23 AP		07/12/22	0140885	US BANK	277.33			08/08/22	
		B&H PHOTO 800-606-6969									
175		01/23 AP		07/07/22	0140885	US BANK	836.93			08/08/22	
		B&H PHOTO 800-606-6969									
		CASE,SEAGATE PRO 7200									
		ACCOUNT TOTAL						26,021.47	.00		26,021.47
		FUND TOTAL						29,187.68	81.32		29,106.36
FUND 258 PARKING FUND											
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
159		02/23 AP		07/18/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56			08/09/22	
		COPY PAPER									
		ACCOUNT TOTAL						4.56	.00		4.56
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES											
191		02/23 AP		07/31/22	0000000	IPS GROUP, INC	4,062.35			08/09/22	
		PRKNG CITATION FEES-JUL22									
191		02/23 AP		07/31/22	0000000	IPS GROUP, INC	50.00			08/09/22	
		GATEWAY FEES-JULY'22									
		(2) PAYSTATIONS									
		ACCOUNT TOTAL						4,112.35	.00		4,112.35
		FUND TOTAL						4,116.91	.00		4,116.91
FUND 261 TOURISM & VISITORS											
261-2291-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
181		02/23 AP		07/26/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	37.99			08/09/22	
		CASE OF COPY PAPER									
175		01/23 AP		07/20/22	0140885	US BANK	9.26			08/08/22	
		WM SUPERCENTER #753									
		OFFICE SUPPLIES-BATTERIES									
		ACCOUNT TOTAL						47.25	.00		47.25

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FUND 261 TOURISM & VISITORS										
261-2291-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2366		12/22 AP		06/21/22	0140885	US BANK	3.12		08/08/22	
						WM SUPERCENTER #753				
						KITCHEN CLEANING SUPPLIES				
ACCOUNT TOTAL							3.12	.00	3.12	
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE										
2366		12/22 AP		06/27/22	0140885	US BANK	90.73		08/08/22	
						THE UPS STORE 5189				
						SHIP VG - 1 BOX COUNCIL				
175		01/23 AP		07/04/22	0140885	US BANK	23.04		08/08/22	
						THE UPS STORE 5189				
						SHIP 1 BOX VG TO KALONA				
ACCOUNT TOTAL							113.77	.00	113.77	
261-2291-423.73-52 OTHER SUPPLIES / BROCHURES & PUBLICATIONS										
181		02/23 AP		07/26/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	137.26		08/09/22	
						6-8.5X11 / 2-8.5X14 BROCH				
						PAPER / 1-8.5X11 CARD STK				
ACCOUNT TOTAL							137.26	.00	137.26	
261-2291-423.73-53 OTHER SUPPLIES / INTERNET DESIGN										
181		02/23 AP		08/01/22	0000000	IDSS GLOBAL LLC	1,500.00		08/09/22	
						QUARTERLY SUBSCRIPTION				
						SEPT-OCT-DEC 2022				
ACCOUNT TOTAL							1,500.00	.00	1,500.00	
261-2291-423.73-54 OTHER SUPPLIES / PROMOTIONAL ITEMS										
2366		12/22 AP		06/27/22	0140885	US BANK	133.54		08/08/22	
						SAMS CLUB #6514				
						TRAIL MIX FOR EVENTS				
ACCOUNT TOTAL							133.54	.00	133.54	
261-2291-423.73-55 OTHER SUPPLIES / MEDIA										
2372		12/22 AP		08/02/22	0000000	UNI ALUMNI ASSOCIATION (UNIAA	3,000.00		08/09/22	
						AD IN UNI ALMNI NEWSLETTR				
						11 MONTHS JULY'21-JUN'22				
ACCOUNT TOTAL							3,000.00	.00	3,000.00	
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP										
2370		12/22 AP		06/30/22	0000000	DOLGENER, ALICE	281.05		08/09/22	
						ITEMS SOLD JUL-JUN FY22/				
						PURCHASE REMAINING ITEMS				
2370		12/22 AP		06/30/22	0000000	SMITH, BONNIE	2.40		08/09/22	
						GIFT SHOP ITEMS SOLD				
						JUL2021-JUN2022				
2370		12/22 AP		06/30/22	0000000	CEDAR FALLS HISTORICAL SOCIET	23.39		08/09/22	

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FUND 261 TOURISM & VISITORS										
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP						continued				
2370				12/22	AP 06/30/22 0000000	GIFT SHOP ITEMS SOLD CEDAR VALLEY TRAILS PARTNERSH	22.50		08/09/22	
2370				12/22	AP 06/30/22 0000000	GIFT SHOP ITEMS SOLD FRIENDS OF THE HEARST	14.30		08/09/22	
2370				12/22	AP 06/30/22 0000000	GIFT SHOP ITEMS SOLD BARN HAPPY-KRISTIN L. BOETTGE	71.80		08/09/22	
2370				12/22	AP 06/30/22 0000000	GIFT SHOP ITEMS SOLD STURGIS FALLS CELEBRATION, IN	54.00		08/09/22	
2370				12/22	AP 06/30/22 0000000	GIFT SHOP ITEMS SOLD GROUT MUSEUM DISTRICT	113.35		08/09/22	
2370				12/22	AP 06/30/22 0000000	ITEMS SOLD JUL'21-JUN'22 PURCHASE REMAINING ITEMS	249.80		08/09/22	
175				01/23	AP 07/20/22 0140885	KENYON, JAMES PURCHASE REMAINING ITEMS	3.18		08/08/22	
						WM SUPERCENTER #753 SODA FOR GIFT SHOP				
ACCOUNT TOTAL							835.77	.00	835.77	
261-2291-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
175				01/23	AP 07/13/22 0140885	US BANK IOWA SOCIETY OF ASSOCIATI	175.00		08/08/22	
ACCOUNT TOTAL							175.00	.00	175.00	
261-2291-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
175				01/23	AP 07/15/22 0140885	US BANK IA CULTURAL AFFAIRS	50.00		08/08/22	
ACCOUNT TOTAL							50.00	.00	50.00	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
181				02/23	AP 07/22/22 0000000	ARAMARK MAT SERVICE	7.80		08/09/22	
ACCOUNT TOTAL							7.80	.00	7.80	
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS										
2366				12/22	AP 06/21/22 0140885	US BANK WM SUPERCENTER #753	6.78		08/08/22	
175				01/23	AP 07/20/22 0140885	US BANK STURGIS KIDS PARADE SUPPL	5.36		08/08/22	
175				01/23	AP 07/08/22 0140885	US BANK WATER-VOLUNTEERS TRPSHOOT	18.76		08/08/22	
175				01/23	AP 07/08/22 0140885	US BANK WAL-MART #0753	59.96		08/08/22	
						J'S HOMESTYLE COOKING SUPPLIES FOR HOSTING				

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FUND 261 TOURISM & VISITORS										
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS						continued				
PROJECT#: 032422										
ACCOUNT TOTAL							90.86	.00	90.86	
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS										
2370		12/22 AP		07/20/22	0000000	CEDAR BASIN MUSIC FESTIVAL	500.00			08/09/22
JUNE 2022 FESTIVAL GRANT										
ACCOUNT TOTAL							500.00	.00	500.00	
261-2291-423.88-43 OUTSIDE AGENCIES / COMMUNITY BETTERMENT GRTS										
2370		12/22 AP		07/20/22	0000000	WATERLOO-CEDAR FALLS SYMPHONY	2,000.00			08/09/22
WCF SYMPHONY FY22 GRANT						EDUCATIONAL PROGRAMMING				
ACCOUNT TOTAL							2,000.00	.00	2,000.00	
261-2291-423.93-01 EQUIPMENT / EQUIPMENT										
2375		12/22 AP		05/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	54.91			08/09/22
PRESENTATION POINTER										
ACCOUNT TOTAL							54.91	.00	54.91	
FUND TOTAL							8,649.28	.00	8,649.28	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
112		02/23 AP		07/27/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	10.43			08/09/22
GOLF PENCILS										
176		01/23 AP		07/11/22	0140885	US BANK	7.99			08/08/22
AMZN MKTP US*BG7X199A3						FLY SWATTERS				
176		01/23 AP		07/11/22	0140885	US BANK	15.03			08/08/22
AMAZON.COM*OQ5XC8Q03 AMZN						PENCIL SHARPENER				
ACCOUNT TOTAL							33.45	.00	33.45	
262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2367		12/22 AP		06/27/22	0140885	US BANK	22.89			08/08/22
AMZN MKTP US*MH2WX05E3 AM						BUTTERSCOTCH CANDY				
112		02/23 AP		07/22/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	33.20			08/09/22
REGULAR COFFEE (X2)										
176		01/23 AP		07/19/22	0140885	US BANK	23.89			08/08/22
AMZN MKTP US*VV8UU2063						CANDY				
176		01/23 AP		07/11/22	0140885	US BANK	72.66			08/08/22

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FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES continued									
		AMZN MKTP	US*VP7D75B23			DIXIE HOT CUPS (4 COFFEE)			
176		01/23 AP	07/11/22	0140885		US BANK	18.66		08/08/22
		AMAZON.COM*HK8012TO3	AMZN			DECAF COFFEE (X2)			
ACCOUNT TOTAL							171.30	.00	171.30
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
112		02/23 AP	07/22/22	0000000		ARAMARK	7.80		08/09/22
ACCOUNT TOTAL							7.80	.00	7.80
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING									
176		01/23 AP	07/11/22	0140885		US BANK	450.00		08/08/22
		IOWA STATE FAIR				IA STAIR FAIR TICKETS(50)			
ACCOUNT TOTAL							450.00	.00	450.00
262-1092-423.93-01 EQUIPMENT / EQUIPMENT									
176		01/23 AP	07/19/22	0140885		US BANK	35.54		08/08/22
		AMZN MKTP	US*VV8UU2063			PAPER SHREDDER			
ACCOUNT TOTAL							35.54	.00	35.54
FUND TOTAL							698.09	.00	698.09
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
404-1220-431.92-37 STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS									
167		02/23 AP	07/22/22	0000000		BLACK HAWK CO.ABSTRACT	980.00		08/09/22
		3198-FLOOD BUYOUT				NEW ABSTRACT-628 LONGVIEW			
PROJECT#: 023198									
ACCOUNT TOTAL							980.00	.00	980.00

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FUND 404 FEMA										
FUND TOTAL							980.00	.00	980.00	
FUND 405 FLOOD RESERVE FUND										
405-1220-431.98-77 CAPITAL PROJECTS / CENTER STREET										
159		02/23 AP		07/29/22	0000000	OWEN CONTRACTING INC.	100,888.06			08/09/22
PROJECT#: 3206-CENTER STREETSCAPE										
PROJECT#: 023206										
ACCOUNT TOTAL							100,888.06	.00	100,888.06	
FUND TOTAL							100,888.06	.00	100,888.06	
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 410 CORONAVIRUS LOCAL RELIEF										
FUND 430 2004 TIF BOND										
430-1220-431.97-64 TIF BOND PROJECTS / VIKING ROAD EXTENSION										
159		02/23 AP		08/01/22	0000000	PETERSON CONTRACTORS	590,217.84			08/09/22
PROJECT#: 3189-W VIKING IND.PARK V										
PROJECT#: 023189										
ACCOUNT TOTAL							590,217.84	.00	590,217.84	
430-1220-431.97-82 TIF BOND PROJECTS / STREETSCAPE MAINTENANCE										
159		02/23 AP		08/02/22	0000000	GRIND TO A HALT, INC.	2,397.05			08/09/22
PROJECT#: 3242-DWNTWN STRETSCAPE II										
PROJECT#: 023242										
159		02/23 AP		07/26/22	0000000	OWEN CONTRACTING INC.	37,937.26			08/09/22
PROJECT#: 3242-DWNTWN STREETSCP II										
PROJECT#: 023242										
ACCOUNT TOTAL							40,334.31	.00	40,334.31	
430-1220-431.98-47 CAPITAL PROJECTS / CYBER LANE										
159		02/23 AP		07/29/22	0000000	OWEN CONTRACTING INC.	4,172.78			08/09/22
PROJECT#: 3245-CYBER LANE EXTENSION										
PROJECT#: 023245										
ACCOUNT TOTAL							4,172.78	.00	4,172.78	
FUND TOTAL							634,724.93	.00	634,724.93	

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FUND 431	2014	BOND								
FUND 432	2003	BOND								
FUND 433	2001	TIF								
FUND 434	2000	BOND								
FUND 435	1999	TIF								
FUND 436	2012	BOND								
FUND 437	2018	BOND								
437-1220-431.98-97		CAPITAL PROJECTS /				PEDESTRIAN BRIDGE				
2355		12/22 AP 07/07/22 0000000				RASMUSSEN CO., THE	2,400.00			08/09/22
		LIFT FOR BRIDGE PROJECT				ON 6/21/2022				
		ACCOUNT TOTAL					2,400.00	.00	2,400.00	
		FUND TOTAL					2,400.00	.00	2,400.00	
FUND 438	2020	BOND FUND								
438-1220-431.98-23		CAPITAL PROJECTS /				GREENHILL RD & S MAIN INT				
2363		12/22 AP 07/20/22 0000000				SHIVE-HATTERY	485.40			08/09/22
		3228-GREENHILL/S MAIN INT				SERVICES 5/14-7/15/22				
		PROJECT#: 023228								
159		02/23 AP 07/26/22 0000000				PETERSON CONTRACTORS	58,735.08			08/09/22
		3228-GREENHILL/S MAIN INT								
		PROJECT#: 023228								
		ACCOUNT TOTAL					59,220.48	.00	59,220.48	
438-1220-431.98-83		CAPITAL PROJECTS /				CEDAR HGTS DRIVE RECON				
2363		12/22 AP 07/26/22 0000000				TERRACON CONSULTANTS, INC.	985.21			08/09/22
		3171-CEDAR HEIGHTS RECON				SERVICES THROUGH 06/30/22				
		PROJECT#: 023171								
159		02/23 AP 08/01/22 0000000				PETERSON CONTRACTORS	219,721.30			08/09/22
		3171-CEDAR HEIGHTS RECON.								
		PROJECT#: 023171								
		ACCOUNT TOTAL					220,706.51	.00	220,706.51	
		FUND TOTAL					279,926.99	.00	279,926.99	
FUND 439	2022	BOND FUND								
FUND 443		CAPITAL PROJECTS								
443-1220-431.98-88		CAPITAL PROJECTS /				ASHWORTH DR TO HUDSON RD				
191		02/23 AP 07/27/22 0000000				AHLERS AND COONEY, P.C.	51.00			08/09/22
		3244-ASHWORTH DR EXT.				JOHNSON/NICOL, 7/11/22				
		PROJECT#: 023244								
		ACCOUNT TOTAL					51.00	.00	51.00	

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FUND 443 CAPITAL PROJECTS										
FUND TOTAL							51.00	.00	51.00	
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-6675-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
160				02/23	AP 07/19/22 0000000	OFFICE EXPRESS OFFICE PRODUCT PENS AND LABEL MAKER	142.18			08/09/22
ACCOUNT TOTAL							142.18	.00	142.18	
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
179				02/23	AP 07/31/22 0000000	CULLIGAN WATER CONDITIONING 5 GAL WATER PICK UP	5.25			08/09/22
179				02/23	AP 07/31/22 0000000	CULLIGAN WATER CONDITIONING WATER DELIVERY FOR TRANS STATION	29.80			08/09/22
ACCOUNT TOTAL							35.05	.00	35.05	
551-6685-436.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
2366				12/22	AP 06/30/22 0140885	US BANK IOWA RECYCLING ASSOCIATIO	175.00			08/08/22
ACCOUNT TOTAL							175.00	.00	175.00	
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
191				02/23	AP 08/01/22 0000000	BROWN'S SHOE FIT SAFETY SHOES-C KONZ P.O. 56749	175.00			08/09/22
ACCOUNT TOTAL							175.00	.00	175.00	
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
2369				12/22	AP 05/02/22 0000000	COOLEY PUMPING, LLC TRUCK STORAGE BLDG	660.00			08/09/22
158				02/23	AP 07/27/22 0000000	O'DONNELL ACE HARDWARE	21.38			08/09/22

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FUND 551 REFUSE FUND									
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES						continued			
158		02/23 AP		07/21/22	0000000 CLEVIS HOOKS FOR RECYCLIN	46.96		08/09/22	
127		02/23 AP		07/15/22	0000000 WEED KILLER FOR TRANSFER	75.60		08/09/22	
127		02/23 AP		07/15/22	0000000 HOSE BARB, VALVES, CLAMPS		23.56	08/09/22	
127		02/23 AP		07/15/22	0000000 RETURN HOSE BARBS	16.45		08/09/22	
ACCOUNT TOTAL						820.39	23.56	796.83	
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
2355		12/22 AP		06/30/22	0000000 NAPA AUTO PARTS	625.47		08/09/22	
2355		12/22 AP		05/31/22	0000000 PARTS & EXPENSES-JUNE'22	1,018.44		08/09/22	
ACCOUNT TOTAL						1,643.91	0.00	1,643.91	
551-6685-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
158		02/23 AP		07/22/22	0000000 MILLER FENCE CO., INC.	303.25		08/09/22	
ACCOUNT TOTAL						303.25	0.00	303.25	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
2355		12/22 AP		07/14/22	0000000 MIDWEST ELECTRONIC RECOVERY	1,717.15		08/09/22	
179		02/23 AP		07/29/22	0000000 RECYCLE ELECTRONIC WASTE	533.60		08/09/22	
ACCOUNT TOTAL						2,250.75	0.00	2,250.75	
551-6685-436.93-01 EQUIPMENT / EQUIPMENT									
158		02/23 AP		07/08/22	0000000 GREGORY CONTAINER	23,525.00		08/09/22	
ACCOUNT TOTAL						23,525.00	0.00	23,525.00	
FUND TOTAL						29,070.53	23.56	29,046.97	

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FUND 552 SEWER RENTAL FUND										
552-6655-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
190		02/23 AP		07/09/22	0000000	UNITED PARCEL SERVICE UPS FOR RADWELL CHRIS ROBINSON	15.94			08/09/22
ACCOUNT TOTAL							15.94	.00	15.94	
552-6655-436.73-27 OTHER SUPPLIES / IOWA ONE CALL										
2355		12/22 AP		07/19/22	0000000	IOWA ONE CALL IOWA ONE CALL JUNE 2022	580.50			08/09/22
ACCOUNT TOTAL							580.50	.00	580.50	
552-6665-436.72-05 OPERATING SUPPLIES / GAS & OIL										
190		02/23 AP		07/27/22	0000000	O'DONNELL ACE HARDWARE TRUFUEL	59.98			08/09/22
ACCOUNT TOTAL							59.98	.00	59.98	
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB										
2366		12/22 AP		06/27/22	0140885	US BANK	469.00			08/08/22
						LOWES #00907* LAB SAMPLER FRIDGE				
190		02/23 AP		08/01/22	0000000	MIDLAND SCIENTIFIC, INC.		35.58		08/09/22
						LAB SUPPLIES-RETURN				
190		02/23 AP		07/28/22	0000000	MIDLAND SCIENTIFIC, INC.	49.17			08/09/22
						LAB SUPPLIES				
ACCOUNT TOTAL							518.17	35.58	482.59	
552-6665-436.72-68 OPERATING SUPPLIES / POLYMER										
190		02/23 AP		07/22/22	0000000	MSD ENVIRONMENTAL SERVICES, I POLYMER	5,048.98			08/09/22
ACCOUNT TOTAL							5,048.98	.00	5,048.98	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
2355		12/22 AP		06/30/22	0000000	NAPA AUTO PARTS	10.50			08/09/22
						PARTS & EXPENSES-JUNE'22				
2366		12/22 AP		06/23/22	0140885	US BANK	400.00			08/08/22
						IOWA DNR SALES LAB CERTIFICATION FEE				
2355		12/22 AP		05/31/22	0000000	NAPA AUTO PARTS	100.78			08/09/22
						NAPA PARTS WATER REC				
2373		12/22 AP		08/27/21	0000000	ENGINEERED EQUIPMENT SOLUTION	312.20			08/09/22
						GAS FLARE PARTS				
190		02/23 AP		07/28/22	0000000	ELECTRICAL ENGINEERING & EQUI HMI SCREEN	1,076.08			08/09/22

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FUND 552 SEWER RENTAL FUND										
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT						continued				
190		02/23	AP	07/25/22	0000000	CAMPBELL SUPPLY WATERLOO	336.07			08/09/22
						GLOVES SPRAY BOTTLES				
190		02/23	AP	07/22/22	0000000	ARNOLD MOTOR SUPPLY	86.16			08/09/22
						CLEANER				
190		02/23	AP	07/22/22	0000000	O'DONNELL ACE HARDWARE	22.14			08/09/22
						CLEANER				
190		02/23	AP	07/21/22	0000000	O'DONNELL ACE HARDWARE	26.76			08/09/22
						WASP SPRAY				
190		02/23	AP	07/21/22	0000000	O'DONNELL ACE HARDWARE	8.95			08/09/22
						O RING AND PLUGS				
190		02/23	AP	07/20/22	0000000	MENARDS-CEDAR FALLS	63.90			08/09/22
						SUPPLIES ELEC.				
190		02/23	AP	07/20/22	0000000	UTILITY EQUIPMENT COMPANY	324.56			08/09/22
						GASKETS				
190		02/23	AP	07/12/22	0000000	ZIMMER & FRANCESCONE, INC.	40.00			08/09/22
						O RINGS				
						ACCOUNT TOTAL	2,808.10	.00		2,808.10
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.										
190		02/23	AP	07/25/22	0000000	ELECTRONIC ENGINEERING	953.05			08/09/22
						RADIO ALARM REPAIR LS				
190		02/23	AP	07/20/22	0000000	CONTINENTAL RESEARCH CORP.	246.30			08/09/22
						WASP SPRAY LS				
						ACCOUNT TOTAL	1,199.35	.00		1,199.35
552-6665-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
175		01/23	AP	07/15/22	0140885	US BANK	100.00			08/08/22
						LAB SYMPOSIUM CONFERENCE				
						ACCOUNT TOTAL	100.00	.00		100.00
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS										
190		02/23	AP	07/22/22	0000000	ARAMARK	28.48			08/09/22
						RUGS				
						ACCOUNT TOTAL	28.48	.00		28.48
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING										
190		02/23	AP	07/26/22	0000000	TESTAMERICA LABORATORIES, INC	412.00			08/09/22
						LAB TESTS				
						ACCOUNT TOTAL	412.00	.00		412.00

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FUND 552 SEWER RENTAL FUND									
					FUND TOTAL		10,771.50	35.58	10,735.92
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
159		02/23 AP		07/18/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.52		08/09/22
						ENVELOPES, PENS			
159		02/23 AP		07/18/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.80		08/09/22
						COPY PAPER			
					ACCOUNT TOTAL		8.32	.00	8.32
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS									
179		02/23 AP		07/25/22	0000000	STETSON BUILDING PRODUCTS LLC	113.87		08/09/22
						EROSION CONTROL			
179		02/23 AP		07/21/22	0000000	NORTHERN IOWA CONSTRUCTION PR	270.00		08/09/22
						CULVERT APRON			
179		02/23 AP		07/21/22	0000000	STETSON BUILDING PRODUCTS LLC	107.44		08/09/22
						EROSION CONTROL			
158		02/23 AP		07/20/22	0000000	BENTON'S READY MIX CONCRETE,	337.50		08/09/22
						CONCRETE-STRMWATER COLLAR			
						FOR SINK HOLE ON PLEASANT			
179		02/23 AP		07/18/22	0000000	LEYMASTER TILE, RUSTY	91.81		08/09/22
						TILE FOR SUBDRAIN			
127		02/23 AP		07/15/22	0000000	MENARDS-CEDAR FALLS	129.44		08/09/22
						CONCRETE,FOAM,VULKEN			
					ACCOUNT TOTAL		1,050.06	.00	1,050.06
555-6630-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2366		12/22 AP		06/30/22	0140885	US BANK	686.60		08/08/22
						MENARDS LOVELAND OH			
						RAIN BARREL KITS			
2366		12/22 AP		06/21/22	0140885	US BANK	219.99		08/08/22
						COPYWORKS CEDAR FALLS			
						DELUXE BANNER STAND 33X80			
					ACCOUNT TOTAL		906.59	.00	906.59
					FUND TOTAL		1,964.97	.00	1,964.97
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
159		02/23 AP		07/18/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		08/09/22
						COPY PAPER			
					ACCOUNT TOTAL		2.28	.00	2.28

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FUND 606 DATA PROCESSING FUND										
606-1078-441.81-40						PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.				
175		01/23 AP		07/01/22	0140885	US BANK	99.00			08/08/22
						STK*BIGSTOCKPHOTO.COM				
						ONLINE IMAGE SUBSCRIPTION				
						ACCOUNT TOTAL	99.00	.00	99.00	
606-1078-441.81-42 PROFESSIONAL SERVICES / CJIS OPERATION										
191		02/23 AP		07/26/22	0000000	BLACK HAWK CO.CJIS	14,158.38			08/09/22
						FY'23 1ST 1/2 OPERATE EXP				
						ACCOUNT TOTAL	14,158.38	.00	14,158.38	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
191		02/23 AP		07/22/22	0000000	GORDON FLESCH COMPANY	1,083.25			08/09/22
						COPIERS/24629-MPS01				
						7/22/22-8/21/22				
						ACCOUNT TOTAL	1,083.25	.00	1,083.25	
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
175		01/23 AP		07/04/22	0140885	US BANK	95.12			08/08/22
						AMZN MKTP US*XU90H6TX3				
						SPEAKER,KEYBOARD-BERTE				
175		01/23 AP		07/01/22	0140885	US BANK	1,735.79			08/08/22
						AMZN MKTP US*594Z27123				
						MINI PC,DOCKING STATIONS				
						ACCOUNT TOTAL	1,830.91	.00	1,830.91	
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
191		02/23 AP		07/28/22	0000000	GORDON FLESCH COMPANY	2,685.00			08/09/22
						LASERFICHE USER LICENSE				
						ACCOUNT TOTAL	2,685.00	.00	2,685.00	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
175		01/23 AP		07/18/22	0140885	US BANK	88.89			08/08/22
						AMZN MKTP US*FA18F05F3				
						SPEAKERS, WIRELESS KEYBRD				
191		02/23 AP		07/15/22	0000000	ECHO GROUP, INC.	1,379.07			08/09/22
						CAMERA MAINTENANCE				
175		01/23 AP		07/11/22	0140885	US BANK	93.24			08/08/22
						AMZN MKTP US*AR45R3S93				
						EAR PHONES,SPEAKERS				
175		01/23 AP		07/04/22	0140885	US BANK	184.85			08/08/22
						AMZN MKTP US*KP7075543				
						TONER,ADAPTERS				
						ACCOUNT TOTAL	1,746.05	.00	1,746.05	

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FUND 606 DATA PROCESSING FUND									
FUND TOTAL							21,604.87	.00	21,604.87
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2355				12/22 AP 06/30/22 0000000		NAPA AUTO PARTS	1,099.46		08/09/22
PARTS & EXPENSES-JUNE'22									
ACCOUNT TOTAL							1,099.46	.00	1,099.46
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL									
2355				12/22 AP 06/30/22 0000000		AIRGAS USA, LLC	70.83		08/09/22
WELDING GAS									
2355				12/22 AP 06/30/22 0000000		NAPA AUTO PARTS	250.80		08/09/22
PARTS & EXPENSES-JUNE'22									
2355				12/22 AP 05/31/22 0000000		NAPA AUTO PARTS	767.30		08/09/22
PARTS & EXPENSES-MAY'22									
158				02/23 AP 07/19/22 0000000		HTP ENERGY	35,608.46		08/09/22
2200 TECH GASOHOL									
158				02/23 AP 07/19/22 0000000		HTP ENERGY	32,267.80		08/09/22
2200 TECH DIESEL									
158				02/23 AP 07/19/22 0000000		HTP ENERGY	33,999.84		08/09/22
BLUFF STREET DIESEL									
158				02/23 AP 07/18/22 0000000		HTP ENERGY	35,746.47		08/09/22
BLUFF STREET GAS									
158				02/23 AP 07/13/22 0000000		CONSOLIDATED ENERGY COMPANY	823.25		08/09/22
GAS TO GREENWOOD CEMETERY									
158				02/23 AP 07/12/22 0000000		NORTHLAND PRODUCTS CO.	294.70		08/09/22
USED OIL COLLECTION									
158				02/23 AP 07/11/22 0000000		NORTHLAND PRODUCTS CO.	3,292.30		08/09/22
BULK OIL									
158				02/23 AP 07/11/22 0000000		NORTHLAND PRODUCTS CO.		22.00	08/09/22
DRUM RETURN CREDIT									
158				02/23 AP 07/07/22 0000000		NORTHLAND PRODUCTS CO.	293.30		08/09/22
USED OIL									
ACCOUNT TOTAL							143,415.05	22.00	143,393.05
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS									
160				02/23 AP 07/28/22 0000000		KAY, PHILIP R.	150.00		08/09/22
SHOP CREEPER									
158				02/23 AP 07/19/22 0000000		FAIRHURST, MARK	116.99		08/09/22
FUEL INJECTOR WRENCH KIT									
160				02/23 AP 07/10/22 0000000		KAY, PHILIP R.	83.05		08/09/22
TOOL HOLDER									

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FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS							continued		
ACCOUNT TOTAL							350.04	.00	350.04
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
2355				12/22 AP 05/31/22	0000000	NAPA AUTO PARTS	70.81		08/09/22
PARTS & EXPENSES-MAY'22									
ACCOUNT TOTAL							70.81	.00	70.81
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
2355				12/22 AP 06/30/22	0000000	NAPA AUTO PARTS	32,133.89		08/09/22
PARTS & EXPENSES-JUNE'22									
2355				12/22 AP 05/31/22	0000000	NAPA AUTO PARTS	33,395.96		08/09/22
PARTS & EXPENSES-MAY'22									
179				02/23 AP 07/29/22	0000000	O'DONNELL ACE HARDWARE	53.99		08/09/22
TARP FOR ART STRUCTURE									
158				02/23 AP 07/11/22	0000000	AIRGAS USA, LLC	22.20		08/09/22
WELDING WIRE									
158				02/23 AP 07/08/22	0000000	LAWSON PRODUCTS, INC.	1,921.26		08/09/22
MISC SHOP SUPPLIES									
160				02/23 AP 07/08/22	0000000	TOYNE, INC.	346.05		08/09/22
KUSSMUAL FOR FD561									
ACCOUNT TOTAL							67,873.35	.00	67,873.35
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
2355				12/22 AP 07/07/22	0000000	RASMUSSEN CO., THE	90.00		08/09/22
TOWED 2137 ON 6/23/22 TO PW BLDG									
2355				12/22 AP 07/06/22	0000000	RASMUSSEN CO., THE	60.00		08/09/22
TOWED #046 TO PW 6/15/22									
160				02/23 AP 07/27/22	0000000	RASMUSSEN CO., THE	60.00		08/09/22
311 ROLLBACK TO P/W									
160				02/23 AP 07/26/22	0000000	RASMUSSEN CO., THE	60.00		08/09/22
#13 TOWED BACK TO P/W									
160				02/23 AP 07/21/22	0000000	CEDAR VALLEY AUTO GLASS INC.	200.00		08/09/22
#2301 REPL.REAR WINDOW									
160				02/23 AP 07/15/22	0000000	RASMUSSEN CO., THE	225.00		08/09/22
#287 TOWED TO MURPHY TRACTOR									
160				02/23 AP 07/15/22	0000000	SIGNS BY TOMORROW	192.75		08/09/22
DECALS ON NEW MOWER									
160				02/23 AP 07/13/22	0000000	C & C WELDING & SANDBLASTING	35.00		08/09/22
CAP REAR A/C LINES #502									
160				02/23 AP 07/08/22	0000000	RASMUSSEN CO., THE	187.50		08/09/22
#287 TOWED TO MURPHY TRACTOR									
ACCOUNT TOTAL							1,110.25	.00	1,110.25

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	----	
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446	93-01	EQUIPMENT / EQUIPMENT								
160	02/23 AP	07/21/22	0000000	STIVERS FORD, INC.		31,155.00			08/09/22	
				PARKS PICK UP FORD F250	VM00637					
				ACCOUNT TOTAL		31,155.00	.00	31,155.00		
				FUND TOTAL		245,073.96	22.00	245,051.96		
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457	51-05	INSURANCE / LIABILITY INSURANCE								
191	02/23 AP	07/20/22	0000000	BLACK HAWK RENTAL		3,000.00			08/09/22	
				DROP DECK TRAILER						
				ACCOUNT TOTAL		3,000.00	.00	3,000.00		
				FUND TOTAL		3,000.00	.00	3,000.00		
FUND 724 TRUST & AGENCY										
FUND 727 GREENWOOD CEMETERY P-CARE										
FUND 728 FAIRVIEW CEMETERY P-CARE										
FUND 729 HILLSIDE CEMETERY P-CARE										
FUND 790 FLOOD LEVY										
				GRAND TOTAL		2,423,183.41	2,463.34	2,420,720.07		