

EASEMENT AGREEMENT BETWEEN THE BOARD OF REGENTS, STATE OF IOWA AND
THE CEDAR FALLS COMMUNITY SCHOOL DISTRICT

This Agreement is entered into this _____ day of _____, 2022, by and between the Board of Regents, State of Iowa for the use and benefit of the University of Northern Iowa (hereinafter referred to as "University") and the Cedar Falls Community School District, Cedar Falls, Iowa (hereinafter referred to as "CFCSD").

WHEREAS, the University is the owner of certain real property commonly known as PE Center Drive which is legally described on Exhibit A attached hereto. This real property is referred to in this Agreement as both "University Property" and "PE Center Drive"; and

WHEREAS, CFCSD is the owner of certain real property located to the west of and adjacent to the University Property. This real property owned by CFCSD is legally described as shown on the attached Exhibit B attached hereto and is referred to in this Agreement as "CFCSD Property"; and

WHEREAS, CFCSD desires to improve a portion of PE Center Drive and utilize this road for access to the CFCSD Property; and

WHEREAS, this agreement is entered into to grant property rights to CFCSD required for the improvements, and establish a permanent easement and the permitted use thereof;

NOW THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. **Grant of Easement:** The University hereby grants CFCSD a permanent easement for ingress and egress over that portion of the University Property which is legally described on Exhibit A attached hereto. The portion of the University Property over which the easement is located is also referred to in this Agreement as "the Easement Area." A plat of the Easement Area is attached hereto Exhibit C. CFCSD shall have unlimited and unrestricted use of the Easement Area for purpose of ingress and egress to and from the CFCSD Property, as provided in this Agreement.
2. **Consideration for Grant of Easement:** As consideration for this grant of easement, CFCSD agrees that it will:
 - A. Construct a concrete street over the University Property, thirty-one (31) feet in width by approximately 620 feet in length, using 7" thick concrete with a 6" sub base, and blend the paved portion with the existing gravel road that continues north of the University property. A thirty-one (31) foot wide curb cut along the west side of the new street will be included (location to be determined by the University). Exhibit D attached hereto shows the concrete street and the curb cut referred to in this paragraph.
 - B. Construct a concrete sidewalk/bike trail ten (10) feet in width by approximately 628 feet in length and five (5) inches thick to connect to the existing 27th Street sidewalk and terminating where the concrete street blends into the existing gravel road. Exhibit D attached hereto shows the location of the sidewalk/bike trail referred to in this paragraph.

C. Construct a new four stall handicap parking area (approximately 49 ft. x 19.5 ft.), using 6" thick concrete with a 6" sub base, just to the north of the existing handicap parking and sidewalk, and remove the existing handicap parking area. The existing handicap parking area and the new four-stall handicap parking area are shown on Exhibit D attached hereto. The new four-stall handicap parking area shall be for the exclusive use of the University unless otherwise agreed to by the University for specific activities.

D. Construct a gate at the north edge of the concrete street which shall be of steel construction with two (2) columns upon which each portion of the gate will be attached. Each portion of the gate will be able to swing a minimum of 90 degrees. The final design and color of gate shall be subject to approval by the University. After installation of the gate has been completed, any and all future maintenance of the gate will be the responsibility of the University. Exhibit D attached hereto shows the location of the gate referred to in this paragraph.

CFCSD will complete the aforementioned construction at its sole cost and expense and in compliance with all applicable laws and regulations and in a good and workmanlike manner without disturbing the operations and activities of the University in the vicinity of the Easement Area. The work shall be in compliance with the parameters and specifications of the Statewide Urban Design and Specifications (SUDAS) manual. The aforementioned described construction shall be completed in a timely manner determined by mutual agreement of the parties, with completion no later than December 31, 2023. CFCSD shall timely and fully pay all such costs of the construction and shall keep the Easement Area and the rest of University's property free and clear of Mechanic's Liens and Material's Liens at all times.

3. **Use of Driveway:** This Agreement does not grant exclusive use of the University Property to CFCSD. The University expressly reserves the right for itself and other parties to use the University Property. Neither party herein shall use or obstruct the University Property in a manner which will prevent the free and uninterrupted use of the University Property by the other party, except as agreed to by the parties (e.g., for maintenance work).
4. **Maintenance:**
 - A. CFCSD shall maintain the concrete street and trail after the completion of the construction work described in Section 2. Maintenance on the four (4) stall handicap parking area shall be the responsibility of the University.
 - B. CFCSD agrees to perform snow removal on the University Property (as defined herein) as CFCSD deems necessary. Snow removal for the four (4) stall handicap parking area shall be the responsibility of the University.
 - C. In the event that PE Center Drive becomes a through street or thoroughfare in the future, continued maintenance of the Easement Area, and snow removal of the street and trails, shall be discussed and agreed upon by the University, CFCSD and the City of Cedar Falls.
 - D. Notwithstanding the above provisions, if any party, or their invitees or licensees, or others for them or on their behalf, causes damage to the University Property negligently

or intentionally, such party shall be wholly responsible to promptly repair and restore the University Property from any such damage.

E. For purposes of this agreement, the maintenance responsibility of CFCSD described in this section 4. shall be limited to the Easement Area.

5. **Duration:** The permanent easement shall be perpetual in nature, shall benefit and shall be binding upon University and CFCSD and their respective successors and assigns.
6. **Liability:** To the extent allowed by Iowa law, each party to this Agreement agrees to indemnify and hold harmless the other party to this Agreement for any damages resulting from the negligence of the indemnifying party. Damages to property of the University, the Board of Regents of the State of Iowa, and the State of Iowa rising from the construction, maintenance, operation, inspection, repair, replacement and use of the Easement Area by CFCSD shall be repaired, replaced or restored by CFCSD within a reasonable period of time.
7. **Insurance:** CFCSD shall maintain insurance in the amounts not less than the amounts then required by the University of its contractors. The University of Northern Iowa, Board of Regents of the State of Iowa, and the State of Iowa shall be named as an additional insured on the policies.
8. **Severability:** This agreement shall be constructed, construed and enforced in accordance with the laws of the state of Iowa. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

IN WITNESS WHEREOF, the parties have executed this instrument by their lawfully designated officials as of the date first written above.

BOARD OF REGENTS, STATE OF IOWA
For the Use and Benefit of the University of
Northern Iowa

By: _____
Mark Braun, Executive Director

STATE OF IOWA)
) ss.
COUNTY OF POLK)

This instrument was acknowledged before me on _____, 2022, by Mark Braun as Executive Director, of the Board of Regents, State of Iowa, and for the Use and Benefit of the University of Northern Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

ACCEPTANCE OF EASEMENT AGREEMENT

CEDAR FALLS COMMUNITY SCHOOL DISTRICT

By

By

STATE OF IOWA)

COUNTY OF BLACK HAWK) ss.

This record was acknowledged before me on this _____ day of _____,
2021, by _____ as _____, and by _____ as
_____, of the Cedar Falls Community School District.

Notary Public

EXHIBIT A

PREPARED BY: AARON L. MUELLER, PLS., AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

DESCRIPTION:

PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SAID SECTION 14; THENCE SOUTH 89°32'09" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14, 514.71 FEET; THENCE NORTH 00°27'51" EAST, 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE ON WEST 27TH STREET; THENCE NORTH 39°39'44" EAST, 65.08 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY AN ARC LENGTH OF 5.04 FEET ALONG AN 84.50 FOOT RADIUS CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A LONG CHORD OF NORTH 15°28'33" EAST, 5.04 FEET; THENCE NORTHEASTERLY AN ARC LENGTH OF 38.05 FEET ALONG A 121.00 FOOT RADIUS CURVE BEING CONCAVE WESTERLY AND HAVING A LONG CHORD OF NORTH 4°45'26" EAST, 37.90 FEET; THENCE NORTH 4°15'08" WEST, 73.37 FEET; THENCE NORTH 00°23'54" WEST, 88.59 FEET; THENCE NORTHWESTERLY AN ARC LENGTH OF 247.61 FEET ALONG A 385.50 FOOT RADIUS CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A LONG CHORD OF NORTH 18°47'56" WEST, 243.37 FEET; THENCE NORTH 00°00'00" EAST, 0.64 FEET TO THE SOUTHEAST CORNER OF PARCEL "A" (DOC.#2018-2100); THENCE NORTH 39°50'17" WEST ALONG THE EAST LINE OF SAID PARCEL "A", 72.92 FEET (RECORD S40°36'05"E, 73.10 FT.); THENCE CONTINUING ALONG THE EAST LINE OF SAID PARCEL "A", NORTHWESTERLY AN ARC LENGTH OF 87.04 FEET ALONG A 250.07 FOOT RADIUS CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A LONG CHORD OF NORTH 29°52'02" WEST, 86.60 FEET; THENCE NORTH 68°26'13" EAST, 84.97 FEET; THENCE SOUTH 19°18'35" EAST, 82.56 FEET; THENCE SOUTH 36°40'55" EAST, 84.94 FEET; THENCE SOUTH 44°45'26" EAST, 109.19 FEET; THENCE SOUTH 3°51'46" EAST, 71.91 FEET; THENCE SOUTHEASTERLY AN ARC LENGTH OF 15.99 FEET ALONG A 467.00 FOOT RADIUS CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A LONG CHORD OF SOUTH 11°28'18" EAST, 15.99 FEET; THENCE SOUTH 89°22'06" EAST, 14.82 FEET; THENCE SOUTH 00°13'01" EAST, 17.86 FEET; THENCE SOUTH 89°52'23" WEST, 10.17 FEET; THENCE SOUTH 07°13'12" WEST, 101.81 FEET; THENCE SOUTH 00°56'43" EAST, 106.83 FEET; THENCE SOUTHEASTERLY AN ARC LENGTH OF 67.92 FEET ALONG A 125.00 FOOT RADIUS CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A LONG CHORD OF SOUTH 21°48'21" EAST, 67.09 FEET; THENCE NORTH 89°05'54" WEST, 90.76 FEET TO THE POINT OF BEGINNING.

THIS EASEMENT CONTAINS 1.07 ACRE.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14 BEARING SOUTH 89°32'09" EAST.

EXHIBIT B

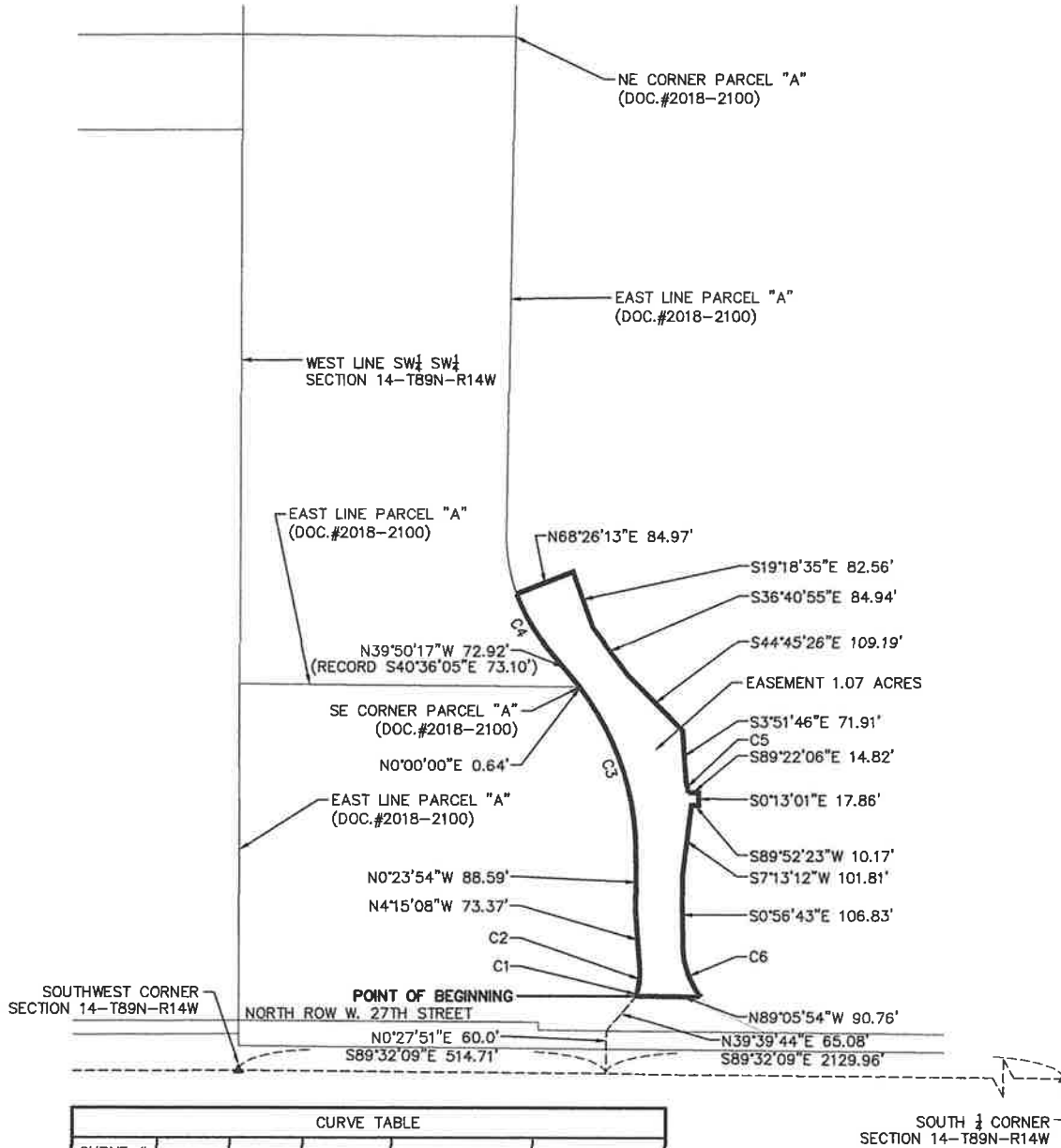
**PARCEL "A" SE ¼, SECTION 15 & PARCEL "A" SW ¼, SECTION 14, IN
TOWNSHIP 89 NORTH (T89N), RANGE 14 WEST (R14W), IN THE CITY OF
CEDAR FALLS, BLACK HAWK COUNTY, STATE OF IOWA:**

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, T89N, R14W; THENCE N00°52'00"W 70.00 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE ¼) TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST TWENTY-SEVENTH STREET AND THE POINT OF BEGINNING; THENCE S89°18'47"W 711.90 FEET ALONG THE NORTH RIGHT OF WAY LINE OF WEST TWENTY-SEVENTH STREET, TO A POINT; THENCE S88°54'38"W 604.16 FEET CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE OF WEST TWENTY-SEVENTH STREET, TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE ¼, SE ¼); THENCE N00°59'48"W 1,251.26 FEET ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE ¼, SE ¼) TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE ¼, SE ¼); THENCE CONTINUING N00°59'48"W 133.50 FEET ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE ¼, SE ¼) TO A POINT; THENCE N88°54'41"E 1,319.20 FEET ALONG THE NORTH LINE OF THE SOUTH 133.50 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE ¼, SE ¼) TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE ¼, SE ¼); THENCE N89°36'55"E 383.20 FEET ALONG A LINE PARALLEL TO AND NORMALLY DISTANT FROM THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW ¼, SW ¼) OF SECTION 14, T89N, R14W, TO A POINT 50.00 FEET NORMALLY DISTANT FROM THE CENTERLINE OF THE CURRENT DRIVE; THENCE S00°00'00"E 695.80 FEET ALONG A LINE PARALLEL TO AND 50.00 FEET NORMALLY DISTANT FROM THE CENTERLINE OF THE CURRENT DRIVE; THENCE CONTINUING ALONG 50.00 FT. CURRENT DRIVE OFFSET SOUTHEASTERLY 177.16 FEET ALONG A 250.00 FT. RADIUS CURVE, CONCAVE NORTHEASTERLY, WITH A LONG CHORD BEARING S20°18'02"E 173.47 FEET; THENCE S40°36'05"E 73.10 FEET CONTINUING ALONG 50.00 FT. CURRENT DRIVE OFFSET, TO A POINT; THENCE S89°36'55"W 477.12 FEET ALONG A LINE PARALLEL TO AND NORMALLY DISTANT FROM THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW ¼, SW ¼) OF SECTION 14, T89N, R14W, TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW ¼, SW ¼); THENCE S00°52'00"E 475.02 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW ¼) OF SECTION 14, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST TWENTY-SEVENTH STREET AND THE POINT OF BEGINNING, CONTAINING 2,178,334.7 SQUARE FEET, OR 50.008 ACRES.

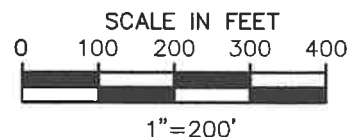
INDEX LEGEND	
LOCATION:	PART OF SW 1/4 SECTION 14-T89N-R14W
GRANTOR:	UNIVERSITY OF NORTHERN IOWA
GRANTEE:	CEDAR FALLS COMMUNITY SCHOOL DISTRICT
SURVEYOR:	AARON MUELLER, PLS
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-874-6587 AARON.MUELLER@AECOM.COM

EXHIBIT C

INGRESS AND EGRESS EASEMENT PLAT
PART OF THE SW 1/4 SECTION 14-T89N-R14W
CEDAR FALLS, BLACK HAWK COUNTY, IOWA



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	5.04'	84.50'	3°25'07"	N15°28'33"E	5.04
C2	38.05'	121.00'	18°01'07"	N4°45'26"E	37.90
C3	247.61'	385.50'	36°48'04"	N18°47'56"W	243.37
C4	87.04'	250.07'	19°56'30"	N29°52'02"W	86.60
C5	15.99'	467.00'	1°57'43"	S11°28'18"E	15.99
C6	67.92'	125.00'	31°07'57"	S21°48'21"E	67.09



AECOM

