

Prepared By: Eric W. Johnson, P.O. Box 178, Waterloo, IA 50704-0178 (319)234-1766  
After Recording Return To: Eric W. Johnson, P.O. Box 178, Waterloo, IA 50704-0178

### **TEMPORARY EASEMENT AGREEMENT**

THIS TEMPORARY EASEMENT AGREEMENT is entered into by and between Cedar Falls Community School District and the City of Cedar Falls, Iowa (collectively "Grantor") and Panther Farms, LLC, ("Panther").

WHEREAS, Grantor is the owner of real estate legally described as:

Tract E, McMahon First Addition in the City of Cedar Falls, Black Hawk County, Iowa ("School Property").

WHEREAS, Panther is the owner of real estate adjacent to School Property ("Panther Property").

WHEREAS, the parties wish to grant an easement on School Property to Panther for ingress and egress thereto by Panther's employees and their contractors in order to construct improvements to Panther Property.

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

1. **Grant of Easement.** Grantor hereby grants Panther an easement for ingress and egress on School Property for Panther and their contractors to construct improvements on Panther Property. Said area being more particularly shown on attached Exhibit "A" ("Easement Premises").

2. **Use of Easement Premises.** Exclusive use of the Easement Premises is not hereby granted. Grantor expressly reserves the right for themselves and others to use the Easement Premises. Neither party hereto shall so use or leave anything on Easement Premises so as to prevent the free and uninterrupted use of the Easement Premises by the other party. Panther agrees to fence off the path located on the northeast corner of Easement Premises and post

appropriate warnings of the risks and dangers associated with Panther's use of the Easement Premises.

3. **Repair of Drain Pipe.** In exchange for the granting of this easement, Panther agrees to fill and repair settling in the area surrounding the drainpipe located on the School Property when Panther performs the restoration of the Easement Premises under Paragraph 4 below.

4. **Maintenance.** When Panther has completed its improvements on Panther Property it will take reasonable steps to restore the Easement Premises to its condition prior to the construction, including removing any rock and grading and reseeding the same.

5. **Termination.** This easement shall terminate upon the earlier of the completion of the construction of the improvements, or December 5, 2025.

6. **Indemnification.** Panther agrees to defend, protect, indemnify and hold harmless Grantor from an against all claims, demands, liens, costs, losses, expenses and liabilities of any kind, including attorney's fees, arising out of or resulting from or related to the construction of the improvements on Panther Property.

7. **Running of Benefit and Burdens.** All the provisions of this agreement, including the benefits and burdens, run with the land and are binding on and inure to the benefit of the heirs, assigns, and successors of the parties.

8. **Miscellaneous.**

(a) This Agreement shall be constructed, construed, and enforced in accordance with the laws of the State of Iowa.

(b) This Agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein and no amendments thereto shall be valid unless made in writing and signed by the parties hereto.

(c) This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties.

(d) The prevailing party in any legal action brought to enforce this Agreement shall be entitled to reasonable attorney fees and costs.

Panther Farms, LLC

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By: Brent Dahlstrom

Its: Manager

STATE OF IOWA                     )  
COUNTY OF BLACK HAWK       ) ss.

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2025, by Brent Dahlstrom, as Manager of Panther Farms, LLC.

Notary Public

By: LOWELL STUTZMAN  
Its: BOARD PRESIDENT

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2025,  
by Andy Pattee, as Superintendent of Cedar Falls Community School District.

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City of Cedar Falls, Iowa

\_\_\_\_\_  
By: Daniel Laudick  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Kim Kerr, CMC, City Clerk

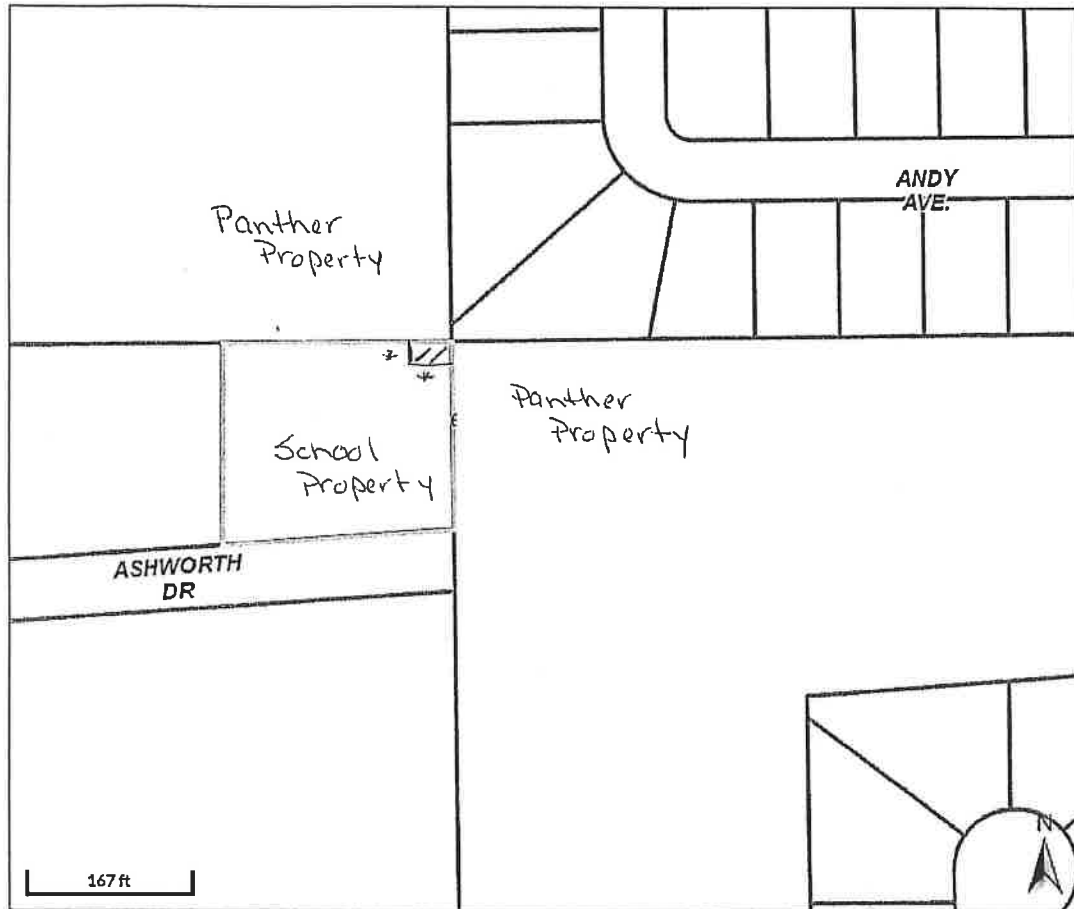
STATE OF IOWA                    )  
  ) SS  
COUNTY OF BLACK HAWK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me a Notary Public in and for said State, personally appeared Daniel Laudick and Kim Kerr, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

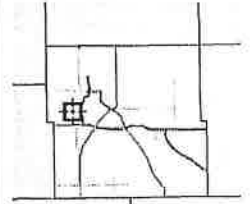
\_\_\_\_\_  
Notary Public in and for the State of Iowa

# EXHIBIT A





 **Beacon**<sup>TM</sup> Black Hawk County, IA



## Overview



## Legend

- Water
- Parcels**
  -  Land Parcel
  -  Building Leased Land
  -  Condo
  -  Lots

\* 50 feet

|                       |   |              |     |               |                       |
|-----------------------|---|--------------|-----|---------------|-----------------------|
| Parcel ID             | 891427276005  | Alternate ID | n/a | Owner Address | CITY OF CEDAR FALLS   |
| Sec/Twp/Rng           | n/a   | Class        | C   |               | 220 CLAY ST           |
| Property Address      |   | Acreage      | n/a |               | CEDAR FALLS, IA 50613 |
| District              | 910001  |              |     |               |                       |
| Brief Tax Description | MC MAHILL FIRST ADDITION TRACT E<br>(Note: Not to be used on legal documents) |              |     |               |                       |

These maps do not represent a survey. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor or their employees. These maps are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for local government purposes. See the recorded documents for more detailed legal information.

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