

Prepared by and return to: Kevin D. Olson, City Attorney, 1512 7th Street, Coralville, IA 52241, (319) 248-1700.

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into by and between **Iowa City Community School District, an Iowa school corporation**, 2255 N Dubuque Rd. , Iowa City, Iowa 52245, hereinafter referred to as "GRANTOR," and the **City of Coralville**, a municipal corporation, 1512 7th Street, P.O. Box 5127, Coralville, Iowa 52241-5127, hereinafter referred to as "CITY."

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. THAT UNDERSIGNED CITY has requested an easement interest across certain real estate described in Exhibit "A" attached to this Agreement and by this reference made a part hereof..
2. That the GRANTOR hereby grants and conveys to the CITY a temporary construction easement in the area described and shown in Exhibit "A" attached here to in order to facilitate the initial construction of the Forevergreen Road Extension – Phase 1(the "Project").
3. . Said temporary construction easement shall terminate at the earlier of acceptance of the Project by the City or September 1, 2027, whichever is earlier.
4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the construction, operation, repair, maintenance and reconstruction of the Utility Installation in the easement area.
5. That CITY shall have the right to trim and remove all trees and bushes which substantially interfere with the exercise of the CITY'S rights pursuant to this easement; however, if valuable timber is to be removed, it may be timely claimed as the property of the GRANTOR and promptly removed.
6. That CITY shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to the GRANTOR.
7. That GRANTOR reserves the right to use the above-described real estate for purposes which shall not interfere with the CITY'S or public's full enjoyment of the rights granted in this easement; provided, however, that the GRANTOR shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstructions within the easement, nor shall GRANTOR allow or cause any substantial fill or cut over said

easement without the consent of CITY, which consent shall not be unreasonably withheld.

- 9. That CITY agrees to promptly repair any damages within the areas subject to the easement, with the intent being to restore the surface of said areas to as close to original condition as is reasonably practicable.
- 10. That CITY shall defend, indemnify, and hold harmless GRANTOR against any loss or damage which may occur in the exercise of the easement rights by the CITY, its agents or contractors, except for loss which may be occasioned by a diminution in business or personal use during the temporary use of the area for construction, repairs, maintenance and/or reconstruction in the easement area.
- 11. That the GRANTOR has the authority to grant the easement rights conveyed to the CITY herein, subject to Iowa Code §§ 297.22 and 297.25.
- 12. That CITY will be responsible for replacing any property pins displaced as a result of construction of the Project.
- 13. That this written Temporary Construction Easement Agreement constitutes the entire agreement between GRANTOR and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.

Dated this _____ day of _____, 2026.

GRANTOR:

Iowa City Community School District:

By: _____
Ruthina Malone, Board President

CITY OF CORALVILLE:

Meghann Foster, Mayor

ATTEST:

By: _____
Kim Colvin, Board Secretary

ATTEST:

Thorsten J. Johnson, City Clerk

STATE OF IOWA, JOHNSON COUNTY, ss:

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Meghann Foster and Thorsten J. Johnson, to me

personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Coralville, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Meghann Foster and Thorsten J. Johnson acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public

STATE OF IOWA, COUNTY OF JOHNSON, ss:

This document was acknowledged before me on this ____ day of _____, 2025, by Ruthina Malone and Kim Colvin, as Board President and Board Secretary of the Board of Directors of the Iowa City Community School District.

Notary Public

4921-3273-3572-1\14546-047

Exhibit A

A temporary construction easement on that part of Lot 1 of North Corridor School Addition (Final Plat recorded in Book 492, Page 87 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa, described as follows:

Commencing as a point of reference at the southwest corner of the northwest quarter of Section 19, Township 80 North, Range 6 West of the 5th Principle Meridian;
thence North 88° 54' 32" East 1434.70 feet along the south line of said northwest quarter to the southeast corner of said Lot 1 (assumed bearing for this description only);
thence North 02° 44' 49" West 220.59 feet along the east line of said Lot 1 to the point of beginning;
thence South 62° 43' 57" West 280.47 feet;
thence southwesterly 127.77 feet along the arc of a 475.00 foot radius curve concave northwesterly (chord bearing South 70° 26' 19" West 127.39 feet);
thence South 78° 08' 40" West 77.62 feet;
thence northwesterly 62.83 feet along the arc of a 40.00 foot radius curve concave northeasterly (chord bearing North 56° 51' 20" West 56.57 feet);
thence North 11 51' 20" West 29.52 feet;
thence North 88° 56' 49" East 15.27 feet;
thence South 11 51' 20" East 26.66 feet;
thence southeasterly 39.27 feet along the arc of a 25.00 foot radius curve concave northeasterly (chord bearing South 56° 51' 20" East 35.36 feet);
thence North 78° 08' 40" East 8.17 feet;
thence North 62° 43' 57" East 70.00 feet;
thence North 27° 16' 03" West 60.00 feet;
thence North 62° 43' 57" East 320.06 feet;
thence North 02° 22' 19" East 23.44 feet;
thence North 87° 17' 29" East 116.00 feet to said east line of Lot 1;
thence South 02° 44' 49" East 90.31 feet along said east line of Lot 1 to the point of beginning and containing 48,777 square feet more or less.